



SELAH CITY COUNCIL

February 14, 2023

4:30pm: Study Session 1 - RE: YCDA

5:00pm: Study Session 2 - RE: Selah Fire Fee Schedule

5:30 pm: Regular Scheduled Meeting

Significant items on the Agenda – such as Public Hearings, Ordinances and Resolutions – will have an explanatory Agenda Item Sheet (AIS)

A yellow AIS cover page indicates an action item.
A blue AIS cover page indicates an informational/non-action item.



Selah City Council
Meeting Date: February 14, 2023
4:30pm: Study Session
5:30 pm: Regular Meeting

Mayor:	Sherry Raymond
Mayor Pro Tempore & Councilmember:	Russell Carlson
Councilmembers:	Kevin Wickenhagen Jared Iverson Elizabeth Marquis Clifford Peterson Roger Bell Michael Costello
City Administrator:	Joe Henne
City Attorney:	Rob Case
Clerk/Treasurer:	Dale Novobielski

City of Selah
115 W. Naches Ave.
Selah, WA 98942

AGENDA

- 1) **Call to Order – Mayor Raymond**
- 2) **Roll Call**
- 3) **Registering in record of councilmember absence(s) as excused absence(s), per SMC 1.06.070**
- 4) **Pledge of Allegiance**
- 5) **Invocation with Alicia McClintic from Selah Church of the Nazarene**
- 6) **Announcement of changes, if any, from previously-published Agenda**
- 7) **Getting to know local businesses, agencies and/or people (up to 5 minutes total)**
- 8) **Comments from the public (up to 30 minutes total)**

The City of Selah is a non-charter code city and we are presently conducting a regular meeting between the Mayor and City Council. A maximum of thirty minutes will be allotted for public comments.

Common-sense standards of decorum apply. Comments must be respectful; no profanity or insults are allowed. Comments pertaining to City business and official actions are the most valued, but comments pertaining to City officials' ability to fulfill their job duties due to events, actions, or activities that occurred outside the scope of their duties as a City official may also be offered. Constructive criticism of City officials is allowed including constructive criticism specifically mentioning City officials or employees by name as to official actions, but defamation, personal attacks and impertinent assertions are not allowed.

Commenters are limited to one comment per meeting and each comment is subject to a duration limit. City staff may disallow or modify any received written comment that exceeds its duration limit or that is deemed inappropriate, and the Mayor or Presiding Officer may turn off the podium microphone or otherwise silence any in-person comment that exceeds its duration limit or is deemed inappropriate.

These standards are subject to revision and will be updated whenever necessary in order to comply with constitutional requirements.

- A. Pre-arranged oral comments (up to 5 minutes each)
- B. Reading of received written comments (up to 2 minutes each)

C. Oral comments by people in attendance (up to 2 minutes each)

9) **Proclamations/announcements**

10) **Consent Agenda**

Consent Agenda items are listed with an asterisk (*). Those items are considered routine and will be addressed via a joint motion, without any discussion or debate. However, upon the request of any Councilmember an item will be removed from the Consent Agenda, will be addressed separately, and will be subject to discussion and debate.

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|----|---------------------|---|
| A. | Treesa
Morales | * Approval of Minutes from January 24 Study Session and Council Meeting |
| B. | Dale
Novobielski | * Approval of Claims & Payroll |
| C. | James
Lange | * Resolution Adopting the 2022 Yakima County Hazard Mitigation Plan |
| D. | Rocky
Wallace | *On Consent* Resolution Authorizing Public Works to Purchase Sewer and Water Materials Related to the Washington State Department of Transportation's Upcoming Grind and Resurfacing Project on South First Street and North Wenas Road/State Route SR823 |
| E. | Rocky
Wallace | *On Consent* Resolution Authorizing the Mayor to Sign "Task Order No. 2023-06" with HLA Engineering and Land Surveying, Inc., for Professional Services Related to the City's Well No. 3 Pump Replacement Project |
| F. | Rocky
Wallace | *On Consent* Resolution Declaring the Crusher Canyon Road Sanitary Sewer Improvements Project as Complete and Accepting the Work and Materials |
| G. | Rocky
Wallace | *On Consent* Resolution Authorizing the Mayor to Sign a Washington State Department of Transportation Supplemental Agreement Number 1 to the Washington State Department of Transportation Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement, Related to the City's Valleyview Avenue, South Third Street and Southern Avenue Improvements Project |
| H. | Rocky
Wallace | *On Consent* Resolution Authorizing Public Works to Purchase a New Water Service Meter for the Main Plant Connection Utilized by Tree Top, Inc. |

11) **Public Hearings - None**

12) **General Business**

A. New Business

i. Chief Christman Oath of Office for two new Police Officers

ii. Jennifer Leslie Planning Commission Meeting Minutes

B. Old Business

i. Mayor Raymond Follow up discussion regarding 2023 council retreat

13) **Resolutions**

*A. James Lange *On Consent* Resolution Adopting the 2022 Yakima County Hazard Mitigation Plan

*B. Rocky Wallace *On Consent* Resolution Authorizing Public Works to Purchase Sewer and Water Materials Related to the Washington State Department of Transportation's Upcoming Grind and Resurfacing Project on South First Street and North Wenas Road/State Route SR823

C. Rocky Wallace Resolution Authorizing the Mayor to Sign "Task Order No. 2023-03" with HLA Engineering and Land Surveying, Inc., for Professional Services Related to the City's North Wenas Road/State Route 823 Water Main Improvements Project

*D. Rocky Wallace *On Consent* Resolution Authorizing the Mayor to Sign "Task Order No. 2023-06" with HLA Engineering and Land Surveying, Inc., for Professional Services Related to the City's Well No. 3 Pump Replacement Project

E. Rocky Wallace Resolution Authorizing the Mayor to Sign a Seven-Page Aktivov Professional Services Agreement and a Fifteen-Page Appendix A, for the Purchase of Water Backflow Management Software

*F. Rocky Wallace *On Consent* Resolution Declaring the Crusher Canyon Road Sanitary Sewer Improvements Project as Complete and Accepting the Work and Materials

G. Rocky Wallace Resolution Scheduling a Public Hearing on the Proposed City of Selah's 6-Year Parks and Recreation Plan 2023-2028

- H. Rocky Wallace Resolution Authorizing the Mayor or Public Works Director to Sign and Submit a Rebuilding America Infrastructure with Sustainability and Equity (RAISE) Funding Application to the U.S. Department of Transportation, for a Suite of Transportation Studies Focusing on State Route 823 and Southern Avenue and also a Possible Extension of Naches Avenue to Interstate 82.
- *I. Rocky Wallace *On Consent* Resolution Authorizing the Mayor to Sign a Washington State Department of Transportation Supplemental Agreement Number 1 to the Washington State Department of Transportation Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement, Related to the City's Valleyview Avenue, South Third Street and Southern Avenue Improvements Project
- *J. Rocky Wallace *On Consent* Resolution Authorizing Public Works to Purchase a New Water Service Meter for the Main Plant Connection Utilized by Tree Top, Inc.
- 14) **Ordinances – None**
- A. Dale Novobielski Ordinance Amending 2023 Budget for the Expenditure of Lodging Taxes
- 15) **Reports/Announcements**
- A. Departments
B. Councilmembers, personally and on behalf of committees and boards
C. City Attorney
D. City Administrator
E. Mayor or Presiding Officer, personally and on behalf of committees and boards
- 16) **Executive Session(s) - None**
- 17) **Adjournment**

*February 28, 2022
Regular Meeting – 5:30pm*



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 2/14/2023

Agenda Number: 10-A

Action Item

Title: Approval of Minutes, January 24, 2023 Study Session and Regular Council Meeting

From: Treesa Morales, Executive Assistant

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: N/A

Funding Source: N/A

Background/Findings/Facts: N/A

Recommended Motion: I move to approve the Consent Agenda in the form presented (This item is part of the consent agenda).

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date: **Action Taken:** None

City of Selah
City Council Study Session
January 24, 2023

RE: Potential Designated Crisis Responder for the City of Selah

Call to Order: Mayor Raymond called the study session to order at 4:30 pm.

Police Chief, Dan Christman, presented the topic for the study session and reviewed the slides presented to council. Chief stated the discussion would include a paired down version of what was presented last time, with recommendation to council for implementation of a Designated Crisis Responder (DCR) program in the City of Selah, a specific ask and specific dollar amount. Chief discussed the needs in the community. Chief stated that a large number of calls that the Fire Department and Police Department respond to are people in mental health crisis, or substance use disorder, and those who are suicidal and the need to divert resources in police and fire from those sorts of calls to those that are more emergent calls happening within the City. Chief mentioned a graph that will be shows the trend that requires a higher skillset of a DCR in the mental health field. Chief discussed that this higher level of care is showing a need to move people from the field to the emergency room for either involuntary treatment or an evaluation or detention sooner than later. Chief stated, the police cannot do that anymore, so they have to enlist the help of someone else to do this, a designated crisis responder. Chief stated the request is for one DCR, someone who can provide written notice to law enforcement to transport patients to the emergency room. Chief then discussed a graph shown in the handouts and how mental health-type calls is growing in both departments over the years.

Councilmember Peterson asked, of the 534 police department calls, and 350 fire calls, how many overlapped to the same call. Chief Christman said probably many of them were a co-response call, but that he didn't have that data today.

Councilmember Bell asked how many of the calls shown on the graph were for the same individual? Chief Christman said there are many repeat callers, but that he didn't have a specific number to give today. Chief stated a DCR would be able to help with that problem and follow up with the patient for continued post-incident care. Councilmember Bell stated that number would be important to know because it supports the work of the DCR. Mr. Bell stated that a single incident is not going to show the benefit of a long term solution, but with those who are repeat callers, their need for more support shows the DCR would have an ongoing workload.

Chief Christman said there has been a lot of work done on the Westside with this, that he knows of a city who had one person responsible for 70 calls for service over a two year period. Chief said there are similar happenings here, not to that extent, but definitely still a need for a DCR.

Chief Christman returned to his presentation, mentioned the Yakima County Mental Health tax and also discussed how Selah will continue to seek grant opportunities to fund this position.

Councilmember Wickenhagen discussed the Yakima County Mental Health Tax. Mr. Wickenhagen said he contacted the Yakima County Treasurer, who said that is solely county money and that Selah does not qualify for it. Mr. Wickenhagen said the city could certainly

approach the County to request use, but that the city does not automatically qualify. Chief Christman stated he believes there is some leverage in that since the Fire Department serves the County. Chief stated the Department of Emergency Management has a grant writer also, who could help with grants.

Councilmember Wickenhagen asked about a case manager. If the City had a case manager, what the next move would be if a person needed a DCR? Chief said the case manager would have to contact a DCR, then the DCR writes the paperwork for involuntary treatment if needed.

Councilmember Wickenhagen asked if an officer calls for a DCR is payment automatically required just because the request was placed? Chief said there have been lots of requests for a DCR, but they are almost always busy helping the department they are assigned to. Councilmember Wickenhagen asked, how are they compensated when they do come? Chief said they are already on salary and being paid by the department they are assigned to.

Councilmember Wickenhagen asked if all the Cities in the County came together and asked for 4 additional DCRs to service the whole county, would it fill the gap?

Crystal Shipley, from Comprehensive Mental Health (CMH) said they receive about 500 contacts (requests for a DCR) per month, and they always need more staff.

Councilmember Costello asked how CMH balances calls throughout the county. Since the fire district serves Yakima County, if the City had a DCR, would county be able to call the Selah DCR out, which would remove our DCR from helping those within the City? Chief Christman and Crystal explained how the DCR's are assigned a department, in this case the Selah police department, so that would be their priority. But if the Selah DCR wasn't on a call, they could help another agency in the County, but it likely wouldn't be somewhere in the lower valley. Crystal ensured the Council that there is plenty of collaboration between all the DCRs in the Valley and that someone would respond to Selah's need if the Selah DCR was out on another call.

Councilmember Wickenhagen asked how much time, typically, is a DCR on a call? Crystal said, on average, an assignment can take 3-5 hours; however, Crystal explained that the part of the call involving the fire or police department is only about 45 minutes to an hour.

Councilmember Wickenhagen asked if the DCR regularly attends court for their clients? Crystal said typically no since the reports they provide to the courts is the DCR's statement.

Councilmember Costello asked about Union Gap's DCR. Crystal said their DCR moved to the Yakima Police Department.

Councilmember Carlson explained a situation where he was recently at the hospital as saw a Selah police officer waiting with a patient. When talking with the Officer, Mr. Carlson said he found out that a DCR was called, evaluated the patient and decided not to take the call, so the Officer had to stay until the patient was discharged. Mr. Carlson expressed concern of having a uniformed officer off the streets to wait in the hospital when they should be able to get back to

town for patrol. Mr. Carlson asked for reflection on this situation. Crystal explained that the State sets the laws for when a DCR can take a case, and criteria must be met. If it cannot be met, then the DCR and CMH would start looking for other options and which ones are most appropriate for the patient.

City Attorney Rob Case asked how many DCRs there were for the Yakima Police Department. Crystal responded, two positions: one open, and one filled

Mr. Case asked the same question for Yakima County

Crystal said, 7 – 6 filled, one vacant. And Sunnyside has one position which is vacant. YPD has the four positions (in combination with Union Gap), two are filled, two are vacant.

Mr. Case, referring the red-language in the slide presentation from Chief Christman, regarding the heightened situations where DCR help is required, asked Crystal if she knew how many of those red-letter incidences (*“assessment for and execution of involuntary treatment for mental health crisis or substance use disorder”*) have occurred on an annual basis for YPD. Chrystal said she could find it, but would have to check the data, but said they had 9-ITAs (involuntary treatment assessment) across three days, from just Friday to Monday, 9-hospitalizations in Yakima County. Mr. Case, directed at Chief Christman, asked how many calls over the past three years as shown in the graph would fall in this red-language scenario. Chief stated he didn't know the numbers, but could find out. Mr. Case asked if was maybe at least a couple a month? Chief said yes.

Councilmember Marquis asked about all the vacant positions and if Selah would have trouble getting applicants. Crystal said CMH has been experiencing struggles getting qualified individuals with the staffing shortage, just like everywhere else, and that it could be hard, but until it is filled other DCRs could just rotate.

Councilmember Costello asked if there was a charge, like overtime, for calls outside of their regular work schedule. Crystal said CMH is a 24-hour operation, so someone is always available to take calls. Mr. Costello clarified if the project salary with benefits and extras was a firm number, or if the City could/should expect a higher pay due to overtime. Chief Christman stated that the DCRs are paid salary and any calls while the Selah DCR is off, would be covered by another DCR who is on shift.

Councilmember Carlson asked if there is a need for consistent work of if they would be sitting around a lot. Chief explained that once a client list is established, there will be plenty of work to keep them busy as the DCR will strive to prevent crisis and that prevention piece will keep them busy.

Mr. Case asked about minors. Chrystal explained that 13 years and older are all treated the same. Councilmember Carlson followed up and asked about the officer's body cameras, and how it would affect a DCR's ability to fully do their job. Crystal explained that the DCR is not held to HIPAA requirements while investigating, but would she would have to yield to legal for an answer. Mr. Case referenced the Chief's body camera policy addressing such issues.

Councilmember Carlson asked if having a DCR would increase public records requests. Chief said, they are already fulfilling records requests, so it wouldn't change their ability to fulfill them.

Councilmember Carlson noted that the graphs show most of the mental health calls seem to happen between noon and four pm each day. Chief Christman said, looks like it. Crystal explained that they commonly receive calls for kids at Selah Schools. Chief added that he spoke to the School District about a possibility of a DCR, and they were excited for the option. Chief said perhaps there could be some funding from the school district to support the program. Councilmember Wickenhagen mentioned if the DCRs are responding directly to calls from the school, it might not show in the statistics from the Police and Fire Departments. Crystal agreed, said there is a crisis line they can call CMH directly. Councilmember Carlson agreed that the numbers for mental health calls could be higher than projected in the graphs.

Mayor Raymond stated, there are thirteen DCRs in the County. Crystal agreed. Mayor Raymond then confirmed there are six positions open. Crystal confirmed, yes. Mayor Raymond then asked, if all the positions were filled, would CMH still be behind? Crystal said yes, she estimates they would still be behind in being able to respond to every call right away.

Seeing no other discussion, the Mayor thanked Chief and Crystal for their time.

5:30pm: Study Session ended.

City of Selah
City Council Meeting Minutes
January 24, 2023
Regular Meeting

- 1) Call to Order: Mayor Raymond called the meeting to order at 5:30 pm.
- 2) Roll Call
 - A. Members Present: Elizabeth Marquis, Roger Bell, Michael Costello, Russell Carlson, Jared Iverson, Kevin Wickenhagen, Clifford Peterson
 - B. Staff Present: Joe Henne, City Administrator; Rob Case, City Attorney; Dan Christman, Chief of Police; James Lange, Fire Chief; Rocky Wallace, Public Works Director; Dale Novobielski, City Clerk/Treasurer; Jeff Peters, Community Development Supervisor; Zack Schab, Recreation Director, Treesa Morales, Public Records Manager.
- 3) Registering in record of Councilmember absence(s) as excused absence(s), per SMC 1.06.070: NONE
- 4) Pledge of Allegiance
- 5) Invocation with Mark Williams from Selah United Methodist Church
- 6) Announcement of changes, if any, from previously-published agenda:
 - A. Changing the order of Resolutions as follows:
 - Resolution 13-A changed to 13-B
 - Resolution 13-B changed to 13-A
 - Resolution 13-C changed to 13-D
 - Resolution 13-D changed to 13-C
 - B. Addition of Agenda Item 12.A.ii – discussion of potential study session with Beckwith Consulting and designating a councilmember as a liaison for Council to attend the Planning Commission meetings and communicate changes to housing.
- 7) Getting to know local businesses, agencies and/or people:
 - A. Selah Springs Brewery – Introduction and presentation from Chris Swedin

After presentation, Councilmember Wickenhagen mentioned he heard there was a Selah Springs Brewing Co. in Selah in the 40's. Mr. Swedin confirmed, yes, that is true. Mr. Wickenhagen asked if the brewery was serving meals, to which Mr. Swedin confirmed, yes they are.

City Attorney, Rob Case, asked Mr. Swedin what the brewery hours are. The brewery is open all days of the week except Mondays, said Mr. Swedin, from around 3pm – 9:00pm. Mr. Case

asked about brewing their own beer. Mr. Swedin said they plan on having 3.5-liter kegs, and don't plan to offer bottling at this time.

Mayor Raymond and Council thanked Mr. Swedin for coming in.

8) Comments from the public.

- A. Pre-arranged oral comments: none
- B. Reading of received written comments: none
- C. Oral comments by people in attendance

Community Member, Barb Petrea, president of the Selah Community Days Association presented the 2023 Selah Community Days Event. After presenting information about the 2023 event, Ms. Petrea wanted to express her concerns over potentially having to sign something that could mean the City could take her house if something happens, and signing away something just because she is creating opportunities for community members is hard. Ms. Petrea said it would be hard to sign a waiver if those were the requirements.

9) Proclamations/Announcements: NONE

10) Consent Agenda (all items listed with an asterisk (*) are considered part of the consent agenda and are enacted in one motion).

Councilmember Carlson moved to approve the Consent Agenda. Councilmember Costello seconded. Roll was called: Councilmember Marquis – yes; Councilmember Bell – yes; Councilmember Costello – yes; Councilmember Carlson – yes; Councilmember Iverson – yes; Councilmember Wickenhagen – yes; Councilmember Peterson – yes. By voice vote, motion passes.

Executive Secretary, Treesa Morales, read the Consent Agenda:

- A. Treesa Morales Approval of Minutes: January 10, 2023 Council Meeting
- B. Dale Novobielski Approval of Claims and Payroll:
Payroll Checks No. 85343-85398 for a total of \$295,542.87
Claim Checks No. 179359-179429 for a total of \$358,350.75

11) Public Hearings: None

12) General Business

- A. New Business
 - i. Discussion of 2023 Council Retreat

Mayor Raymond initiated the discussion regarding dates, times, and proposed location for the 2023 council retreat.

Councilmember Peterson said he would prefer the March 1 and 2nd dates. Noting this Mayor Raymond asked if any other councilmembers had a preference. Seeing none, Mayor Raymond agreed to set the Council Retreat for March 1st and 2nd. After discussing options for a location, Councilmember Iverson asked if there was a reason to hold the meeting off site. Mayor Raymond said it had to be in a place that could record the meeting and be open to the public, Mayor Raymond also stated she believed it would be good to get out of the Council Chambers. Mr. Iverson expressed concern over spending the money if it is not needed and the meeting could just be in the Council Chambers like the other meetings. Councilmember Bell asked how much it would cost to be off site. Mayor Raymond asked Ms. Morales. Ms. Morales stated the total would be around \$3000. Councilmember Iverson believes it would make more sense to save the money and do it in the council chambers, where we already have what we need to record. Councilmember Carlson agreed and suggested we just change the set up in the room. Councilmember Bell also agreed and said he would prefer to stay in Selah. Councilmember Carlson and Costello both agreed. Councilmember Iverson suggested the Civic Center. Community Development Supervisor, Jeff Peters stood to the podium and explained how that was tried in the past and it didn't work out too well because of the lack of recording equipment. City Attorney Case reminded the Council there could be a trial on either of those days, and we would need to verify use of the room with the Court. Councilmember Marquis suggested another building in Selah, perhaps a church. Still viewing from the audience, Pastor Williams said he could check with the local churches to see if any of them would have openings or the correct equipment.

Mayor Raymond then asked the council about food during the meeting. The general consensus is that the Council wanted catered food during the meeting.

ii. ****Added Agenda Item**** Discussion about Beckwith Consulting Group. Presented by Community Development Supervisor, Jeff Peters, who explained the benefits of selecting a Councilmember to be a liaison and attend the Planning Commission meetings throughout the next year as Beckwith Consulting begins working on the Housing Action Plan for the City. The designated Councilmember could then bring information to keep the Council updated throughout the process. Mayor Raymond asked if anyone was interested. Councilmember Costello asked if the liaison would need to attend just the Planning Commission meetings or were there other meetings as well. Mr. Peters said it would mostly just be the Planning Commission meetings, which are on the first and third Tuesday of the month. Mr. Peters reminded Council that they weren't required to attend the Planning Commission meetings, so if they cannot make one of the meetings, it is ok. Councilmember Wickenhagen volunteered. Mayor Raymond said she would be second if Mr. Wickenhagen could not make a meeting.

B. Old Business: NONE

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13) Resolutions

- A. (**Part of Agenda Change, originally listed as 13-B) Resolution Authorizing the Mayor to Sign a two-page Transportation Improvement Board Updated Cost Estimate, for the Valleyview Avenue, South Third Street and Southern Avenue Improvements Project

Introduced by Mayor Raymond, and presented by Public Works Director, Rocky Wallace. After presentation,

Councilmember Carlson moved to approve the Resolution. Councilmember Peterson seconded the motion. Mayor Raymond repeated the motion and second and asked council for any discussion.

Seeing no other discussion, Mayor Raymond requested Ms. Morales take roll call. Roll was called: Councilmember Marquis – yes; Councilmember Bell – yes; Councilmember Costello – yes; Councilmember Carlson – yes; Councilmember Iverson – yes; Councilmember Wickenhagen – yes; Councilmember Peterson – yes. By voice vote, the Resolution Authorizing the Mayor to Sign a two-page Transportation Improvement Board Updated Cost Estimate, for the Valleyview Avenue, South Third Street and Southern Avenue Improvements Project is approved.

- B. (**Part of Agenda Change, originally listed as 13-A) Resolution Authorizing the Mayor to Sign a Contract with Midway Underground, LLC, Related to the City's Valleyview Avenue, South Third Street and Southern Avenue Improvements Project

Introduced by Mayor Raymond, and presented by Public Works Director, Rocky Wallace. After presentation,

Councilmember Carlson moved to approve the Resolution. Councilmember Iverson seconded the motion. Mayor Raymond repeated the motion and second and asked council for any discussion.

Councilmember Wickenhagen asked if the project has really been going on since 2013. Mr. Wallace said it was actually started before 2013. Mr. Mike Battle from HLA Engineering and Land Surveying approached the podium and explained why the project was taking so long, and that much of it was due to state funding.

Seeing no other discussion, Mayor Raymond requested Ms. Morales take roll call. Roll was called: Councilmember Marquis – yes; Councilmember Bell – yes; Councilmember Costello – yes; Councilmember Carlson – yes; Councilmember Iverson – yes; Councilmember Wickenhagen – yes; Councilmember Peterson – yes. By voice vote, the Resolution Authorizing the Mayor to Sign a Contract with Midway Underground, LLC, Related to the City's Valleyview Avenue, South Third Street and Southern Avenue Improvements Project is approved.

- C. (**Part of Agenda Change, originally listed as 13-D) Resolution Authorizing the Mayor to Sign a Five-Page Washington State Transportation Improvement Board Fuel Tax Grant Agreement 3-E-182(007)-1, Pertaining to the City's Fremont Avenue Overlay Project

Introduced by Mayor Raymond, and presented by Public Works Director, Rocky Wallace. After presentation,

Councilmember Bell moved to approve the Resolution. Councilmember Costello seconded the motion. Mayor Raymond repeated the motion and second and asked council for any discussion.

Seeing no other discussion, Mayor Raymond requested Ms. Morales take roll call. Roll was called: Councilmember Marquis – yes; Councilmember Bell – yes; Councilmember Costello – yes; Councilmember Carlson – yes; Councilmember Iverson – yes; Councilmember Wickenhagen – yes; Councilmember Peterson – yes. By voice vote, the Resolution Authorizing the Mayor to Sign a Five-Page Washington State Transportation Improvement Board Fuel Tax Grant Agreement 3-E-182(007)-1, Pertaining to the City's Fremont Avenue Overlay Project is approved.

- D. (**Part of Agenda Change, originally listed as 13-C) Resolution Authorizing the Mayor to Sign "Task Order No. 2023-02" with HLA Engineering and Land Surveying, Inc., for Professional Services Related to the City's Fremont Avenue Overlay Project

Introduced by Mayor Raymond, and presented by Public Works Director, Rocky Wallace. After presentation,

Councilmember Costello moved to approve the Resolution. Councilmember Bell seconded the motion. Mayor Raymond repeated the motion and second and asked council for any discussion.

Seeing no other discussion, Mayor Raymond requested Ms. Morales take roll call. Roll was called: Councilmember Marquis – yes; Councilmember Bell – yes; Councilmember Costello – yes; Councilmember Carlson – yes; Councilmember Iverson – yes; Councilmember Wickenhagen – yes; Councilmember Peterson – yes. By voice vote, the Resolution Authorizing the Mayor to Sign "Task Order No. 2023-02" with HLA Engineering and Land Surveying, Inc., for Professional Services Related to the City's Fremont Avenue Overlay Project is approved.

- E. Resolution Authorizing the Mayor to Sign, on Behalf of the City, Amendment No. 01 to Task Order No. 2021-02 with HLA Engineering and Land Surveying, Inc., Pertaining to the Wastewater Treatment Plant Facility Plan (Project).

Introduced by Mayor Raymond, and presented by Public Works Director, Rocky Wallace. After presentation,

Councilmember Wickenhagen moved to approve the Resolution. Councilmember Peterson seconded the motion. Mayor Raymond repeated the motion and second and asked council for any discussion.

Councilmember Carlson asked about if this was for work that would be done in the future and when it would start. Mr. Wallace stated the payment was for work that happened in the past and for work don't in the future, and that the draft would be completed by the end of January. So, said Mr. Carlson, they did work for us in the past just hoping we would pay the bill? Mr. Wallace said correct. Councilmember Carlson asked what information would the Council be getting out of this to help determine if this is a viable option for a new treatment facility. Mr. Wallace referenced the draft presentation from a prior council meeting. Mr. Carlson clarified he is wondering how much work remains and based on the partial work that has been done, are we still looking at this as a viable option, or since the price is going to go up, is it still a reasonable option? Mr. Wallace explained this resolution is for \$20,000 of previous work, \$20,000 of future work, and that HLA is going to eat some of the cost as well. Mr. Carlson asked about the second part of his question. Mr. Wallace said, based on the life cycle analysis, they are looking at a new treatment plant. Mr. Carlson asked what the ballpark is for the new plant. Mr. Henne said the City was going to do a cost analysis between the new and an retrofit design. Agreeing with that, Mr. Carlson asked if they had a rough estimate of how much that would cost, saying that the previous numbers for a new facility were around \$40 million. Mr. Battle came to the podium and stated the cost of the new plant is going to be higher than to work at the existing plant, but the long-term overall cost of the plan if the old is kept, might be a problem, and that by mid-February, HLA should have a plan to the Council. Councilmember Iverson added to ask if there is going to be another amendment for more issues. Mr. Wallace said he does not know if the \$40 million is enough. Councilmember Bell wondered if they approved the amendment today, is there going to be another ask for \$25,000 or \$50,000 to continue to give services. Discussion continued over the final price of the new building.

Seeing no other discussion, Mayor Raymond requested Ms. Morales take roll call. Roll was called: Councilmember Marquis – yes; Councilmember Bell – yes; Councilmember Costello – yes; Councilmember Carlson – no; Councilmember Iverson – yes; Councilmember Wickenhagen – yes; Councilmember Peterson – yes. By voice vote, the Resolution Authorizing the Mayor to Sign, on Behalf of the City, Amendment No. 01 to Task Order No. 2021-02 with HLA Engineering and Land Surveying, Inc., Pertaining to the Wastewater Treatment Plant Facility Plan (Project) is approved by 6-yes votes and 1-no vote.

- F. Resolution Authorizing the Mayor to Sign, on Behalf of the City, an Amendment No. 2 for the Owner-Engineer Agreement with HLA Engineering and Land Surveying, Inc., Pertaining to the Wastewater Collection System Improvement Project.

Introduced by Mayor Raymond, and presented by Public Works Director, Rocky Wallace. After presentation, Mr. Case added that a preliminary letter has been sent to the contractor, Belsaas and Smith to notify them of the situation, to which the City has heard nothing back; but they have been notified.

Councilmember Bell moved to approve the Resolution. Councilmember Carlson seconded the motion. Mayor Raymond repeated the motion and second and asked council for any discussion.

Councilmember Costello asked for more information on what needed repaving. Mr. Wallace explained the issue is with the walking path, which must be under 2% slope for ADA compliance, and some parts are over this amount and need to be fixed. Councilmember Carlson asked if it would affect future awards of business with Belsaas? Mr. Wallace said he didn't believe it would. Mr. Wallace explained the primary contractor was there, and the subcontractor was there, but the paver said he believed he could complete the job correctly and moved forward with completion.

Seeing no other discussion, Mayor Raymond requested Ms. Morales take roll call. Roll was called: Councilmember Marquis – yes; Councilmember Bell – yes; Councilmember Costello – yes; Councilmember Carlson – yes; Councilmember Iverson – yes; Councilmember Wickenhagen – yes; Councilmember Peterson – yes. By voice vote, the Resolution Authorizing the Mayor to Sign, on Behalf of the City, an Amendment No. 2 for the Owner-Engineer Agreement with HLA Engineering and Land Surveying, Inc., Pertaining to the Wastewater Collection System Improvement Project is approved.

G. Resolution Authorizing the Mayor to Sign a Seven-Page Agency Agreement with LeadsOnline with Regards to an Online Data Base to Aid the Police Department in Criminal Investigations.

Introduced by Mayor Raymond, and presented by Police Chief, Daniel Christman. After presentation,

Councilmember Peterson moved to approve the Resolution. Councilmember Wickenhagen seconded the motion. Mayor Raymond repeated the motion and second and asked council for any discussion.

Councilmember Bell asked about the 3% escalation clause in the contract and wondered if that was correct. Chief said it should be since it is the contract says 3%. Mr. Bell wondered if that was standard. Chief Christman said he wasn't sure, but Councilmember Wickenhagen said IT contracts usually include a 5% escalation. Mr. Bell agreed, said he thought it was usually more than 3%. Chief said it looks like we can stay with 3%.

Seeing no other discussion, Mayor Raymond requested Ms. Morales take roll call. Roll was called: Councilmember Marquis – yes; Councilmember Bell – yes; Councilmember Costello – yes; Councilmember Carlson – yes; Councilmember Iverson – yes; Councilmember Wickenhagen – yes; Councilmember Peterson – yes. By voice vote, the Resolution Authorizing the Mayor to Sign a Seven-Page Agency Agreement with LeadsOnline with Regards to an Online Data Base to Aid the Police Department in Criminal Investigations is approved.

/

14) Ordinances - None

15) Reports/Announcements

A. Departments

Fire: Chief Lange gave report.

Police: Chief Christman gave report and referenced a document (handed out at the beginning of the meeting) regarding a jail van and patrol cars.

Councilmember Peterson asked about the transport insert and wondered if it was custom made or if it could move to a new van when needed? Chief stated that he expects the newly purchased van to last 15 years or more, so there will probably be new technology by then and the old transport insert would be obsolete.

Parks and Recreation: Recreation Director Zack Schab gave department report, explained there might be an opportunity to contract with an outside agency to host and manage youth sports in the area. Councilmember Carlson asked if it would increase the cost to the tax payer. Mr. Schab said from what he knows, it shouldn't increase fees too much. Councilmember Iverson asked if the company was local. Mr. Schab said they have a local branch, but it is actually a global company.

Councilmember Carlson asked if Mr. Schab has seen a change or improvement in the janitorial services since the last council meeting? Mr. Schab said, yes, he has.

Planning Department: Jeff Peters provided department update.

Public Works: Rocky Wallace gave update on the department and current projects.

Finance: Mr. Novobielski gave report on city finances

B. Councilmembers

Councilmember Bell gave a report on the recent SPRSA meeting, discussed the anticipated opening of the pool for the season.

Councilmember Carlson gave an update on a recent Selah Community Days Meeting and suggested a councilmember be designated as a liaison for this year's event. Councilmember Marquis said she might be able to, but would need to check her schedule first.

Councilmember Iverson gave an update on the Selah School District meeting and the upcoming school levy.

Councilmember Wickenhagen gave update from the Homelessness Coalition Meeting, also gave information from a recent LTAC meeting.

C. City Attorney gave update

D. City Administrator gave update regarding a recent WICA Meeting

E. Mayor discussed AWC City Action Days, discussed the After School Program Recreation Coordinator, Ron Anderson approached the podium to express gratitude and success of the After School Program. Mr. Anderson said the kids are extremely happy to be there, and he thanked Council for letting it happen.

R. Executive Session **None**

S. Adjournment

Councilmember Carlson moved to adjourn the meeting. Mayor Raymond asked for all those in favor, say "I." By voice vote, motion was unanimous.

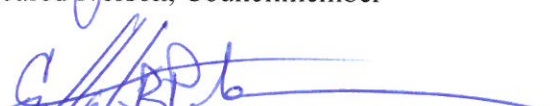
The meeting adjourned at 7:11pm.




Roger Bell, Councilmember




Jared Iverson, Councilmember



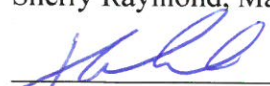
Clifford Peterson, Councilmember



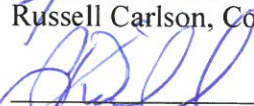
Michael Costello, Councilmember



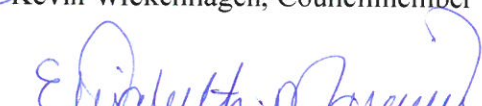
Sherry Raymond, Mayor



Russell Carlson, Councilmember



Kevin Wickenhagen, Councilmember



Elizabeth Marquis, Councilmember

ATTEST:



Dale E. Novobielski, Clerk/Treasurer



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 2/14/2023

Agenda Number: 10-B

Action Item

Title: Approval of Claims and Payroll

From: Dale Novobielski, City Clerk/Treasurer

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: See claims and payroll registers

Funding Source: See claims and payroll registers

Background/Findings/Facts: N/A

Recommended Motion: I move to approve the Consent Agenda in the form presented (This item is part of the consent agenda).

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date: **Action Taken:** None



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 1/24/2023

Agenda Number: 12.A.1

Informational Item

Title: Oath of Office for two new Police Officers, and introduction of our newest police academy graduate.

From: Chief Dan Christman

Action Requested: Informational - No Action Needed

Staff Recommendation: N/A

Board/Commission Recommendation: N/A

Fiscal Impact: None

Funding Source: N/A

Background/Findings/Facts: As part of a new tradition, Chief Christman would like the City Clerk to swear-in the two newest Selah Police Officers, Jared Hinze and Rick Martinez, at our City Council Meeting. Chief Christman would also like to introduce to Council our newest Police Academy graduate, Brad Bales.

Mr. Hinze and Mr. Martinez completed an extensive background investigation and officially started working at the Selah Police Department on February 1, 2023. In addition to working full-time, both Mr. Hinze and Mr. Martinez have actively served as Reserve Police Officers, 15 and 13 years respectfully. We are very happy to welcome them to the Selah Police Department.

Officer Brad Bales brings over 11 years of jail (corrections) experience with him to the Selah Police Department. Officer Bales graduated from Basic Law Enforcement Academy, Class 850 on February 7, 2023, and was awarded the prestigious "Patrol Partner" award upon graduation. Officer Bales represented the City of Selah honorably while at the academy.

Recommended Motion: N/A

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date: **Action Taken:** None



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 2/14/2023

Agenda Number: 12-A-ii

Informational Item

Title: Minutes from October 18, 2022 Planning Commission Meeting

From: Jennifer Leslie, Building Permit Specialist

Action Requested: Informational - No Action Needed

Staff Recommendation: N/A

Board/Commission Recommendation: N/A

Fiscal Impact: None

Funding Source: N/A

Background/Findings/Facts: N/A

Recommended Motion: N/A

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date: **Action Taken:** None



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 2/14/2023

Agenda Number: 12.B.i

Informational Item

Title: Follow Up Discussion Regarding 2023 Council Retreat

From: Mayor Raymond

Action Requested: Informational - No Action Needed

Staff Recommendation: N/A

Board/Commission Recommendation: N/A

Fiscal Impact: None

Funding Source: N/A

Background/Findings/Facts: N/A

Recommended Motion: N/A

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date: **Action Taken:** None



Selah City Council Retreat Agenda
March 2, 2023
Selah Council Chambers
9:00am – 4:00pm

- | | |
|---------------|---|
| 9:00-9:15am | Call To Order, general overview of the day |
| 9:15-10:30am | Topic: Discussion of Housing Action Plan with Beckwith Consulting (Led by Jeff Peters) |
| *10:30am | *5-minute Break and Refreshments |
| 10:35-11:15am | Topic: Annual Fire and Life Safety Inspection Fee Schedule (Led by Chief Lange) |
| 11:15-12:30pm | Topic: Police Station – To Be or Not To Be (Led by Chief Christman and Joe Henne) |
| *12:30-1:00pm | *Break for Catered Lunch |
| 1:00-2:00pm | Topic: Civic Center – Discussion on Possible Areas for Improvements (Led by Rocky Wallace and Zack Schab) |
| 2:00-3:00pm | Topic: Parks and Recreation Comprehensive Plan (Led by Rocky Wallace and Zack Schab) |
| 3:00-4:00pm | Topic: Future Plans for Waste Water Treatment Facility (Led by Rocky Wallace) |



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 2/14/2023

Agenda Number: 13-A *On Consent*

Action Item

Title: Resolution Adopting the 2022 Yakima County Hazard Mitigation Plan

From: James Lange, Fire Chief

Action Requested: Approval/Consent

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: N/A

Funding Source: N/A

Background/Findings/Facts: The 2022 Yakima County Multi-Jurisdictional Hazard Mitigation Plan is an update to the 2015 Yakima County, and 2020 City of Yakima plans. The City of Selah had previously adopted the 2015 plan. The 2022 plan update included a thorough review of each required element and added 11 municipalities, 1 county-wide special district, and 5 Yakima County fire districts. The plan update was led by Yakima Valley Emergency Management in coordination with a planning committee made up of county stakeholders. The plan meets all federal requirements, has been reviewed by FEMA, and has been adopted by the Board of County Commissioners and Yakima County Fire District #2.

Recommended Motion: I move to approve the Resolution in the form presented.

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date: **Action Taken:** None

RESOLUTION NO. 2976

RESOLUTION ADOPTING THE 2022 YAKIMA COUNTY HAZARD MITIGATION PLAN

WHEREAS, all jurisdictions within Yakima County have exposure to natural hazards that increase the risk to life, property, environment and the county and local economy; and

WHEREAS, pro-active mitigation of known hazards before a disaster event can reduce or eliminate long-term risk to life and property; and

WHEREAS, the Disaster Mitigation Act of 2000 (Public Law 106-390) established new requirements for pre and post-disaster hazard mitigation programs; and

WHEREAS, a coalition of Yakima County municipalities with like planning objectives has been formed to pool resources and create consistent mitigation strategies within Yakima County; and

WHEREAS, the coalition has completed a planning process that engages the public, assesses the risk and vulnerability to the impacts of natural hazards, develops a mitigation strategy consistent with a set of uniform goals and objectives, and creates a plan for implementing, evaluating and revising this strategy;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON:

- Adopts in its entirety; the 2022 Yakima County Hazard Mitigation Plan (the Plan) as the jurisdiction's Hazard Mitigation Plan and resolves to execute the actions identified in the Plan that pertain to this jurisdiction;
- Will use the adopted and approved portions of the Plan to guide pre and post-disaster mitigation of the hazards identified;
- Will coordinate the strategies identified in the Plan with other planning programs and mechanisms under its jurisdictional authority;
- Will continue the support of the Mitigation Planning Committee as described within the Plan;
- Will help to promote and support the mitigation successes of all participants in this Plan;
- Will incorporate mitigation planning as an integral component of government and partner operations; and
- Will provide an update of the Plan in conjunction with the County no less than every 5 years.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 14th day of February, 2023.

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Sherry Raymond
Sherry Raymond, Mayor

ATTEST:

Dale E. Novobielski
Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:

Rob Case
Rob Case, City Attorney

2022

Attention Selah Councilmembers - the full 476 page plan was emailed to you on Feb 6th and is also available on the City Website at www.selahwa.gov/council

YAKIMA COUNTY

Multi-Jurisdictional Hazard Mitigation Plan

Prepared For:
Yakima Valley Office of
Emergency Management





Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 2/14/2023

Agenda Number: 13-B *On Consent*

Action Item

Title: Resolution Authorizing Public Works to Purchase Sewer and Water Materials Related to the Washington State Department of Transportation's Upcoming Grind and Resurfacing Project on South First Street and North Wenas Road/State Route SR823

From: Rocky Wallace, Public Works Director

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: \$30,829.46

Funding Source: 411, Water Fund; and 415, Sewer Fund

Background/Findings/Facts: The Washington State Department of Transportation (WSDOT) is going to conduct a grind and resurfacing project on South First Street and North Wenas Road/State Route 823.

In anticipation of such WSDOT project, Public Works budgeted approximately \$30,000.00 to purchase new sewer manhole rings and lids, and also water valve boxes, to replace the City-owned units that have existed in these respective roadways for over twenty years.

Public Works then solicited bids from suppliers, received three bids, and the bid by Core & Main proved to be the lowest bid. That bid is for the amount of \$30,829.46, which is very close to the amount that Public Works previously budgeted.

The attached proposed Resolution will, if approved, authorize Public Works to purchase these materials from Core & Main at this price. The City's recently-adopted 2023 budget – via Ordinance No. 2814 – already includes sufficient monies to cover the slightly-more-than-anticipated cost of this purchase.

Recommended Motion: I move to approve the Resolution in the form presented.

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date: **Action Taken:** None

RESOLUTION NO. 2977

RESOLUTION AUTHORIZING PUBLIC WORKS TO PURCHASE SEWER AND WATER MATERIALS RELATED TO THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION UPCOMING GRIND AND RESURFACING PROJECT ON SOUTH FIRST STREET AND NORTH WENAS ROAD/STATE ROUTE 823

WHEREAS, the City will need to replace its sewer manhole rings and lids, and also water valve boxes, on the roadways of South First Street and North Wenas Road/State Route 823, in conjunction with the Washington State Department of Transportation's upcoming grind and overlay project on such roadways; and

WHEREAS, Public Works solicited bids from suppliers, received three bids, and the bid by Core & Mann proved to be the lowest bid; and

WHEREAS, Core & Mann's bid is the overall price of \$30,829.46, which is an amount that is acceptable to City staff;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON that Public Works be and is authorized to purchase these materials from Core & Mann at the price of \$30,829.46 (or a lessor amount, if that somehow proves possible)

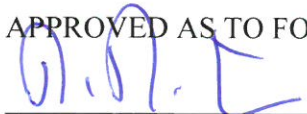
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 14th day of February, 2023.


Sherry Raymond, Mayor

ATTEST:


Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:


Rob Case, City Attorney



**H.D. FOWLER
COMPANY**

Yakima Branch
1100 River Road
Yakima, WA 98902
(509) 248-8400 or (800) 487-4511

ESTIMATION

Date: 02/02/23

Project: CITY OF SELAH CASTINGS **BUDGETARY**

Location: SELAH, WA

Engineer:

Owner/Agency:

Estimate #: E493495

Bid Date: 09/13/22

Estimator: Faub Faubion

faub@hdfowler.com

TO CONTRACTORS:

Attached is the H. D. Fowler Company estimate of materials that may be required for the above-listed project. This estimate may have been made without reviewing any project plans and/or specifications and is intended for general budgeting and planning purposes only. It is possible that unforeseen project requirements have been left out of this general estimate.

To accurately bid any project, it is necessary for the contractor to perform their own materials and quantities take-off. We strongly suggest that the contractor request a quotation of the project material from H. D. Fowler Company before bidding or ordering material for a project.

This estimation does not make any representations, expressed or implied, that may constitute a binding agreement between any parties.



H.D. FOWLER COMPANY

Customer: CITY OF SELAH
Estimator: Faub Faubion
Job Name: CITY OF SELAH CASTINGS **BUDGETARY**
Location: SELAH, WA

Estimate: E493495
Bid Date: 9/13/2022

Line	Qty	UoM	Description	Unit Price	Extended Price
1	21	EA	6" X 24" CI MH RING AND COVER MARKED "DRAIN" LOCKING	537.50	11,287.50
2	30	EA	6" X 24" CI MH RING AND COVER MARKED "SEWER" LOCKING	537.50	16,125.00
3	49	EA	18" VALVE BOX TOP 940B SLIP TYPE	60.71	2,974.79
4	49	EA	LID FOR 940 VALVE BOX DEEP SKIRT MARKED "WATER"	22.86	1,120.14
5	1	EA	FRIEGHT TO CITY OF SELAH SHOP	85.00	85.00
6	1	EA	SELAH TAX RATE 8.3%	2,622.17	2,622.17
Approximate Total					34,214.60



Bid Proposal for WSDOT GRIND & OVERLAY

CUSTOMER	CITY OF SELAH 222 S. Rushmore Road SELAH, WA 98942	Job WSDOT GRIND & OVERLAY Bid Date: 02/02/2023 04:00 pm Bid #: 2745950
CONTACT	Sales Representative John Kernan (M) 509-727-7078 (T) 509-547-2410 (F) 509-547-2367 John.Kernan@coreandmain.com	Core & Main 645 Lockheed St Pasco, WA 99301 (T) 509-547-2410
NOTES	***** PRICING EXPIRES 30 DAYS FROM QUOTE *****	



Bid Proposal for WSDOT GRIND & OVERLAY

CITY OF SELAH

Bid Date: 02/02/2023 04:00 pm

Core & Main 2745950

Core & Main

645 Lockheed St

Pasco, WA 99301

Phone: 509-547-2410

Fax: 509-547-2367

Seq#	Qty	Description	Units	Price	Ext Price
		DUE TO CURRENT SUPPLY CHAIN DISRUPTIONS, MATERIALS ARE SUBJECT TO PRICING AT TIME OF SHIPMENT. MATERIAL AVAILABILITY AND TIMELINESS OF SHIPMENTS CANNOT BE GUARANTEED. THIS TERM SUPERSEDES ALL OTHER CONTRACTUAL PROVISIONS.			
10	21	EJ PRODUCT#00372577 3726 6" TALL BOLTED VENTED 2 HOLE MANHOLE ASSY MARKED STORM	EA	432.99	9,092.79
60	30	EJ PRODUCT#00372573 3726 6" TALL VENTED 1 HOLE ALLEN HEAD BOLTED MANHOLE ASSY MARKED WATER WSDOT B25 STANDARD	EA	427.44	12,823.20
120	49	EJ PRODUCT#0036619 3689 18" TALL SLIP TYPE VALVE BOX TOP	EA	102.71	5,032.79
160	49	EJ PRODUCT#00366952 36691A1 SOLID XTRA DEEP VALVE BOX COVER W/EARS WATER, BLACK COVER	EA	26.55	1,300.95
				Sub Total	28,249.73
				Freight	235.00
				Tax	2,344.73
				Total	30,829.46

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>



Quotation Contract

3835 N. Clemons St.
East Wenatchee, WA 98802

Phone: (509) 884-6644
Fax: (509) 884-4567

Office

Project: City of Selah

Quote Number: 23-32007 **Bid Date:**

Quote to: COD
3835 N Clemons Street

Customer ID COD
Phone :
Fax:
Email:

Contact:

Quotation Date: 2/1/2023

Quotation Expiration: 3/3/2023

Terms: C.O.D.

ShipVia:

Structure No	Structure Description	UOM	Qty	Unit Price	TX	Extension
Cartage						
	Delivery to selah	HR	1			
Total Structure Price						\$725.00
Ej 00372573 Sewer						
	822 WSDOT BD Ring & Cover "SEWER" (EJ# 00372573)	EA	30			
Total Structure Price						\$15,000.00
Ej 00372577 Storm						
	822 WSDOT BD Ring & Cover "STORM" (EJ# 00372577)	EA	21			
Total Structure Price						\$10,500.00
Valve Box						
	EJ 00366919 18" Valve Box	EA	49			
Total Structure Price						\$5,390.00
Valve Box Lid						
	EJ 00366952 Valve Box Lid	EA	49			
Total Structure Price						\$1,715.00



Quotation Contract

3835 N. Clemons St.
East Wenatchee, WA 98802

Phone: (509) 884-6644
Fax: (509) 884-4567

Office

Project: City of Selah

Quote Number: 23-32007 **Bid Date:**

Taxable	\$33,330.00
Non-Taxable	\$0.00
Sub Total	\$33,330.00
Tax	\$2,766.39
Total	\$36,096.39

Sincerely,

Accepted by:

Date
H2 Pre-Cast, Inc.

(Customer Signature)
Printed name:
Title:
Company:
Date



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 2/14/2023

Agenda Number: 13-C

Action Item

Title: Resolution Authorizing the Mayor to Sign "Task Order No. 2023-03" with HLA Engineering and Land Surveying, Inc., for Professional Services Related to the City's North Wenas Road/State Route 823 Water Main Improvements Project

From: Rocky Wallace, Public Works Director

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: \$60,400.00 for HLA's fees (followed by another \$269,600 for materials and installation; an additional sum may also be owed to WSDOT, City staff has requested a waiver and that request has not yet been ruled on)

Funding Source: 411, Water Fund

Background/Findings/Facts: The Washington State Department of Transportation (WSDOT) is going to conduct a grind and resurface project on North Wenas Road both inside and outside of Selah's city limits.

A meeting occurred in December 2022 between WSDOT representatives, City staff and the City's retained engineering firm – HLA Engineering and Land Surveying, Inc. (HLA) – regarding WSDOT's upcoming project. During the meeting WSDOT inquired about the City's ongoing work relative to a recent water main leak and indicated that WSDOT's upcoming project would be an opportune time for the City to perform any work that is still needed relative to that leak. City staff informed WSDOT that the water main leak was already repaired, but indicated that they and HLA the City would evaluate whether any other work or improvements along North Wenas Road could and should be undertaken concurrently with WSDOT's upcoming project.

City staff and HLA subsequently agreed that the water main valves in the intersections of North Wenas Road and Naches Avenue and also North Wenas Road and East Fremont Avenue should be replaced concurrently with WSDOT's upcoming project. Those water main valves have been in the ground since the 1940s and are leaking. New valves should be installed and new water mains should be extended outside the traffic signal loops, thus solving the leaks and also reducing the potential of having to perform future repairs at/inside the intersections.

HLA Engineering and Land Surveying, Inc. (HLA), provides professional engineering services to the City on a project-by-project basis because the City does not directly employ any engineer(s) on its staff. HLA is willing and able to provide the necessary planning engineering services for this Project. A written task order – labeled “Task Order No. 2023-03” – has been prepared, reflecting HLA’s expected maximum fees of \$60,400.00.

The attached proposed Resolution will, if approved, authorize the Mayor to sign Task Order No. 2023-03, so that work can commence on this project forthwith. There will be the need for a budget adjustment since this Project was not included in the City’s 2023 budget. The estimated total cost of this Project, including HLA’s fees, will be at least \$330,000.00. As indicated in the Fiscal Impact section above, there may also be an administrative fee owed to WSDOT. That fee could be as much as fifteen percent (15%). However, City staff has requested a waiver and WSDOT has not yet ruled on that request. Thus, it is possible that the total cost on the Project will remain at \$330,000, or that the amount may increase due to a WSDOT fee.

Recommended Motion: I move to approve the Resolution in the form presented.

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date: **Action Taken:**

RESOLUTION NO. 2978

RESOLUTION AUTHORIZING THE MAYOR TO SIGN "TASK ORDER NO. 2023-03"
WITH HLA ENGINEERING AND LAND SURVEYING, INC., FOR PROFESSIONAL
SERVICES RELATED TO THE CITY'S NORTH WENAS ROAD/STATE ROUTE 823
WATER MAIN IMPROVEMENTS PROJECT

WHEREAS, the City desires to replace water mains and water valves in the intersections of North Wenas Road and Naches Avenue and also North Wenas Road and East Fremont Avenue, and to also undertake related tasks and actions, concurrently with the Washington State Department of Transportation's upcoming grind and overlay project on North Wenas Road; and

WHEREAS, the City's retained engineering firm – HLA Engineering and Land Surveying, Inc. (HLA) – is willing and able to provide the professional planning services that are necessary for this Project; and

WHEREAS, HLA has drafted "Task Order No. 2023-03", which recites HLA's scope of work and HLA's expected maximum fees of \$60,400.00; and

WHEREAS, the terms of Task Order No. 2023-03 are acceptable to City staff and City staff recommends that the City Council authorize the Mayor to sign it; and

WHEREAS, the total costs on this Project, including HLA's fees, will be at least \$330,000.00;

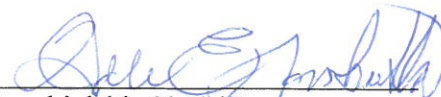
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON that the Mayor be and is authorized to sign Task Order 2023-03 with HLA in the form appended hereto.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 14th day of February, 2023.



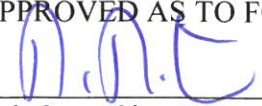
Sherry Raymond, Mayor

ATTEST:



Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:



Rob Case, City Attorney

TASK ORDER NO. 2023-03

REGARDING GENERAL AGREEMENT BETWEEN CITY OF SELAH

AND

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

PROJECT DESCRIPTION:

N. Wenas Road (SR 823) Water Main Improvements **HLA Project No. 23052E**

The City plans to replace existing undersized and aging water mains in the intersections of N. Wenas Road and Naches Avenue, and N. Wenas Road and Fremont Avenue as part of the WSDOT SR 823 grind and overlay project. HLA work will include design and construction engineering and coordination with WSDOT. Design plans and special provisions for the water main improvements will be included as part of the WSDOT paving project bid documents. Construction engineering services will be limited to construction meetings, submittal review, periodic site visits, and preparation of final record drawings. Daily inspection will be performed by the City and construction contract administration will be provided by WSDOT. The WSDOT bid advertisement is scheduled for April 10, 2023, and construction is anticipated to begin mid-June 2023. The total estimated cost of this project is approximately \$330,000, including engineering and contingency.

SCOPE OF SERVICES:

At the direction of the City of Selah (CITY), HLA shall provide professional engineering services for the N. Wenas Rd. (SR 823) Water Main Improvements (PROJECT). HLA services shall include the following:

1.0 Design Engineering

- 1.1 Attend up to two (2) PROJECT review meetings with CITY staff and WSDOT at 60% and 90% plan completion to fully review all elements of the PROJECT. Design plans and technical specifications are anticipated to be incorporated as an appendix in WSDOT contract documents for SR 823 grind and overlay project.
- 1.2 Conduct a topographic survey of the PROJECT area as required to complete design, plans, and specifications, including call for utility locates.
- 1.3 Perform field investigations necessary to design improvements, including field checking topographic survey.
- 1.4 Perform preliminary design and submit 30% preliminary plans to the CITY.
- 1.5 Following receipt of 30% plan review comments by the CITY, prepare 60% design plans and submit to the CITY for review.
- 1.6 Review and discuss 60% design plans with CITY staff.
- 1.7 Following receipt of 60% plan review comments by the CITY, prepare 90% design plans, cost estimate, and specifications, and submit to the CITY for review.
- 1.8 Following receipt of 90% plan review comments by the CITY, perform final design, and prepare complete plans and specifications for publicly bid improvements, as authorized by the CITY.
- 1.9 Prepare the Engineer's Estimate of construction cost.

- 1.10 Furnish the CITY one (1) electronic copy of the final plans and specifications for bidding and construction. Bidding services are to be administered by WSDOT as part of scheduled grind and overlay project. It is anticipated HLA will prepare one (1) complete set of plans and specifications for one bid call; additional bid packages will be considered additional services.
- 1.11 Answer and supply such information as requested by prospective bidders. Coordinate responses to bid questions with schedule WSDOT addenda, as required.

2.0 Construction Engineering

- 2.1 Attend WSDOT preconstruction conference with the CITY, Contractor, private utilities, and affected agencies.
- 2.2 Furnish a qualified resident engineer (inspector) to provide periodic site visits to confirm compliance with the water main plans and specifications, and to witness disinfection procedures and pressure tests on new water mains.
- 2.3 Provide submittal review for PROJECT materials as provided by the Contractor per the PROJECT specifications.
- 2.4 Attend WSDOT construction meetings anticipated once per week during the duration of the water main improvements. A maximum of three (3) WSDOT construction meetings is anticipated.
- 2.5 Prepare and furnish record drawings and field notes of all completed work in accordance with PROJECT field records provided by the resident engineer.

3.0 Additional Services

Provide professional engineering services for additional work requested by the CITY that is not included in this Task Order.

4.0 Items to be Furnished and Responsibility of the CITY

The CITY will provide or perform the following:

- 4.1 Provide full information as to CITY requirements of the PROJECT.
- 4.2 Assist HLA by providing all available information pertinent to the PROJECT, including previous reports, drawings, plats, surveys, utility records, and any other data relative to design and construction.
- 4.3 Assist HLA with the coordination of improvements with utility companies and adjacent property owners or developers and assist with securing access to private properties along the alignment to gather necessary design information.
- 4.4 Assist HLA with utility research including removing sediment from catch basins, manholes, and valve boxes, to determine existing pipe sizes, materials, and depths.
- 4.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by HLA, and provide written decisions within a reasonable time as not to delay the work of HLA.
- 4.6 Obtain approval of all governmental authorities with jurisdiction over the PROJECT, and approvals and consents from other individuals or bodies as necessary for completion. Pay all review fees and costs associated with obtaining such approvals.
- 4.7 Pay for all necessary permit fees, DOH review fees, and audit costs.

4.8 Complete daily inspection of water main construction and provide progress reports to HLA.

TIME OF PERFORMANCE:

Following receipt of signed Task Order, HLA will diligently pursue completion of the PROJECT based on the following anticipated schedule:

1.0 Design Engineering

HLA will provide plans, specifications, and cost estimate as needed for WSDOT to incorporate into grind and overlay bid package currently scheduled for advertisement on April 10, 2023.

2.0 Construction Engineering

Construction engineering services will begin immediately following the WSDOT bid opening and contract award and will extend through the completion of construction. Construction is anticipated to begin mid-June 2023.

3.0 Additional Services

Time for completion of work directed by the CITY under additional services shall be negotiated and mutually agreed upon at the time service is requested by the CITY.

FEE FOR SERVICE:

For the services furnished by HLA as described under this Task Order, the CITY agrees to pay HLA the fees as set forth herein. The amounts listed below may be revised only by written agreement of both parties.

1.0 Design Engineering

All work for Design Engineering shall be performed for the lump sum fee of \$40,400.

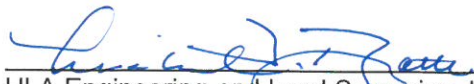
2.0 Construction Engineering

All work for Construction Engineering services shall be completed on an hourly basis, at normal hourly billing rates, for the estimated maximum fee of \$20,000. If the Contractor is granted additional working days beyond those identified in the Time of Performance, then work shall be considered Additional Services.

3.0 Additional Services

Additional work requested by the CITY not included in this Task Order shall be authorized by the CITY and agreed upon by HLA in writing prior to proceeding with services. HLA will perform additional services as directed/authorized by the CITY on a time-spent basis at the hourly billing rates included in our General Agreement, plus reimbursement for direct non salary expenses such as laboratory testing, printing expenses, vehicle mileage, out-of-town travel costs, and outside consultants.

Proposed:



HLA Engineering and Land Surveying, Inc.
Michael T. Battle, PE, President

1/31/2023
Date

Approved:



City of Selah
Sherry Raymond, Mayor

2-14-2023
Date



HLA

Engineering and Land Surveying, Inc.

*** TRANSMITTAL ***

Date: January 31, 2023

Project No.: 23052E

RECEIVED FEB 03 2023

To: City of Selah
222 S. Rushmore Road
Selah, WA 98942

Attention: Rocky Wallace
Public Works Director

From: Justin L. Bellamy, PE

Re: N. Wenas Road (SR 823) Water Main Improvements
Task Order No. 2023-03

We are sending you the attached following items:

Two (2) Original Task Order Agreements

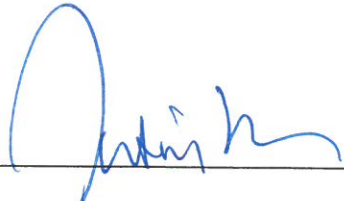
Comment:

Rocky:

Attached for your review and consideration are two (2) signed original Task Order No. 2023-03 agreements for the N. Wenas Road (SR 823) Water Main Improvements project.

Please execute the Task Orders and return one signed original to our office.

We very much appreciate the opportunity to work with you and serve the City of Selah. If you have any questions or need additional information, please contact me.

Copy to: _____ Signed: 

CITY OF SELAH

N. Wenas Rd. (SR 823) Water Main Improvements Engineer's Opinion of Construction Cost

1/26/2023
PRELIMINARY

HLA Project No. 22006

Item No.	Description	Payment Specification	Unit	Unit Cost	Overall Quantity	Overall Cost
1	Minor Change	1-04.4(1)	FA	\$20,000.00	1	\$20,000.00
2	Mobilization	1-09.7	LS	\$25,000.00	1	\$25,000.00
3	Project Temporary Traffic Control	1-10.5	LS	\$10,000.00	1	\$10,000.00
4	Crushed Surfacing Top Course	4-04.5	TON	\$45.00	340	\$15,300.00
5	HMA Cl. 3/8-Inch PG 64H-28	5-04.5	TON	\$200.00	75	\$15,000.00
6	Shoring or Extra Excavation	7-08.5	LF	\$2.00	670	\$1,340.00
7	Select Backfill, as Directed	7-08.5	CY	\$50.00	200	\$10,000.00
8	D.I. Pipe for Water Main 12 In. Diam.	7-09.5	LF	\$140.00	670	\$93,800.00
9	Gate Valve 12 In.	7-12.5	EA	\$3,000.00	7	\$21,000.00
10	Service Connection 3/4 In. Diam.	7-15.5	EA	\$2,500.00	2	\$5,000.00

Subtotal \$216,440.00

Sales Tax 8.3% \$17,964.52

Contingency 15% \$35,200.00

Total Estimated Construction Cost \$269,604.52

Assumptions:

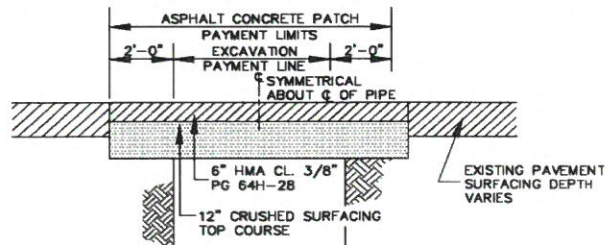
1. Project to be completed as part of WSDOT SR 823 overlay project.
2. Select backfill used at all watermain trenches. Approximate depth 2.5 feet.
3. 3' wide trench, 7' wide resurfacing area.
4. Trench surfacing repair per detail below. Assume 0.3' HMA overlay thickness part of WSDOT project. City to provide balance of trench repair section (0.2' HMA / 1.0' CSTC)
5. Traffic control part of WSDOT project, assume only additional traffic control for work in side streets.
6. Water main construction to be inspected by WSDOT and City.

Design Engineering 15% \$40,400.00

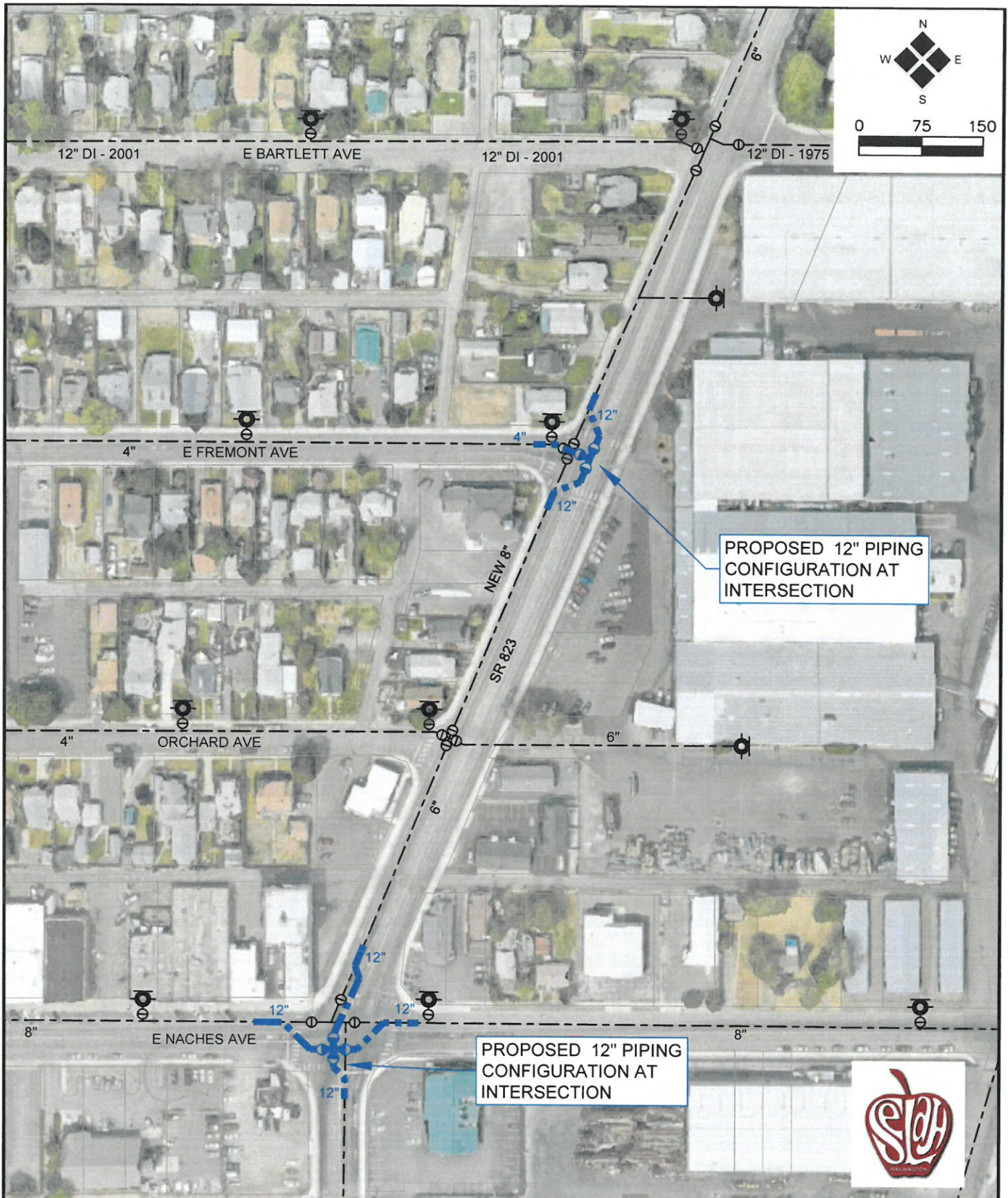
Construction Engineering \$20,000.00

Total Estimated Project Cost \$330,004.52

Trench Surfacing Repair Section:



ASPHALT CONCRETE SURFACING - WSDOT ROW



2803 River Road
Yakima, WA 98902
509.966.7000
Fax 509.965.3800
www.hlacivil.com

JOB NUMBER: 22006E	DATE: 01-13-23
FILE NAMES: DRAWING: SR 823 WATER MAIN.dwg	
DESIGNED BY: ENTERED BY:	JLB JWM

CITY OF SELAH

SR 823 WATER MAIN IMPROVEMENTS -
INTERSECTION LAYOUT



From: [Martinez, Tanya](#)
To: [King, Kenny](#); [Wallace, Rocky](#); [Jones, Ty](#)
Cc: [Schilperoort, Brent](#); [Rodino, Zechariah](#); [Zuniga, Jonny](#); [Anabtawi, Jamil](#); [Minnick, Carly](#)
Subject: RE: Meeting Minutes 12/9/2022: SR 823 Paving - Selah and WSDOT Coordination
Date: Monday, January 9, 2023 2:13:00 PM

Hi Rocky and Team,

I just wanted to touch base to see where you are at with your review of your facilities to see if the City would like to take this opportunity to make any repairs. As a reminder, any work for City repairs would be designed by the City and work would be coordinated with the WSDOT contractor.

Also, regarding the water valves in curb ramps – have you had a chance to look at those to see if the city can do that work ahead of the contract?

Let us know. We look forward to hearing from you.

Tanya Martinez
509-834-3229
martinet@wsdot.wa.gov

From: King, Kenny <KingK@wsdot.wa.gov>
Sent: Wednesday, December 14, 2022 10:45 AM
To: Rocky.Wallace@selahwa.gov; Ty Jones <tjones@ci.selah.wa.us>
Cc: Martinez, Tanya <MartineT@wsdot.wa.gov>; Schilperoort, Brent <SchilBr@wsdot.wa.gov>; Rodino, Zechariah <RodinoZ@wsdot.wa.gov>; Zuniga, Jonny <ZunigaJo@wsdot.wa.gov>; Anabtawi, Jamil <AnabtaJ@wsdot.wa.gov>; Minnick, Carly <MinnickC@wsdot.wa.gov>
Subject: RE: Meeting Minutes 12/9/2022: SR 823 Paving - Selah and WSDOT Coordination

Rocky and Ty,

Wanted to share some additional items we discussed from our meeting.

Attached are the As-Builts from WSDOT contract 7421 and existing site plans for the 823 paving. The as-built plans on sheets 15 and 16 show the structure located in the roadway at goodlander. Looks like a tie in with storm sewer was added to allow the inlet structure along the curb in the NE section of the intersection when it got widened and moved out further.

In the pdf: SR823_utilities, we show the existing roadway and utility items. We've labeled the ones we believe to be city, telephone/communications, and some unknowns. By doing this it looks like the number for city utility features is closer to the 51 total manholes discussed in the meetings. There looks to be about 3 locations in total, at both southern and valleyview, that I believe will be included on the cities projects and paving limits. These locations wouldn't be included in the WSDOT project.

Please take a look and let us know if you have any comments or confirm the utilities we call out as city. If there's anything else, just let us know.

Thank you

Kenny King, P.E.

Project Engineer

SCR - Project Development Branch

Union Gap, WA

kingk@wsdot.wa.gov

Call on Teams

(509)577-1729

From: Martinez, Tanya <MartineT@wsdot.wa.gov>

Sent: Friday, December 9, 2022 1:57 PM

To: Rocky.Wallace@selahwa.gov; Ty Jones <tjones@ci.selah.wa.us>; King, Kenny <KingK@wsdot.wa.gov>; Schilperoort, Brent <SchilBr@wsdot.wa.gov>; Rodino, Zechariah <RodinoZ@wsdot.wa.gov>; Zuniga, Jonny <ZunigaJo@wsdot.wa.gov>; Anabtawi, Jamil <Anabtaj@wsdot.wa.gov>; Minnick, Carly <MinnickC@wsdot.wa.gov>

Subject: Meeting Minutes 12/9/2022: SR 823 Paving - Selah and WSDOT Coordination

Hi all,

Below are the meeting Minutes from our meeting on 12/8/2022.

Attendees: Rocky Wallace, Matt Taylor, Steven Hazzard, Ty Jones, Kenny King, Brent Schilperoort, Zechariah Rodino, Johnny Zuniga, Jamil Anabtawi, Carly Minnick, Tanya Martinez

- WSDOT is responsible for costs on City facilities unless it is a betterment or upgrade.
- Johnny is going to look at the baseline again and correct numbers
- City wants to see which valve's we are including
- WSDOT did an aerial drone flight for survey so the plans may not be 100% accurate
- WSDOT would like the city to provide a map of where their facilities are so we can cross check.
- City would like to know how are we phasing the work - Kenny will provide schedule.
- City counts 51 ring and lid for water and sewer but WSDOT counts 79
- 49 water valves (matches WSDOT number)
- Consolidated Comm has quite a few lids. City will provide Alex Gable's contact info for Consolidated so WSDOT can coordinate. Non city facilities being replaced, the utility has to pay for.
- City water main leak - this project is an opportunity for city to make repairs. The city doesn't have any more repairs but they will talk internally about possible repairs that may be needed. Any work on this, designs will be provided by the City and work will be coordinated with the contractor. WSDOT will add language in the Special Provisions.

- Water valves in curb ramps - WSDOT is required to move at city cost. They will look at those when the snow is gone and have more conversations about work the city may want to put on the contract.
- East Taylor ditch structure - WSDOT most likely does not have an agreement. We will look into it.
- Naches Ave - They are trying to figure out who owns the lights going out.
- 10th Ave - City may or may not be able to take care of water valves. May need contractor to relocate.
- Pleasant Ave- water inlet, this may be tough to relocate. Subway and dominos will be out of service when they do that work. City to coordinate.
- Valley view Ave is for a hydrant but city will verify.
- East home, covered. Nothing needed.
- Missouri Ave jct box - It is out of the city's limits.
- Good lander and Wenas jct box – This is for the street lights
- Bartlett - could be street lights
- Sidewalk designs should be done in the next few weeks. Kenny will get everyone those when they are done.
- Valley view jbox - for WSDOT signal.
- No Agreement needed – An MOU will be done to ensure coordination goes smoothing and everything is covered.
- Drop dead date for city to provide their moves is mid-January to include in our contract.
- End of year city will go out and collect the data they need. May have to use a weed burner to find facilities under snow.
- Naches and Jim Clemens they can look at that now but it's the other things are waiting on WSDOT for more info.

I was taking notes as quick as I could so please reply all to let me know if something is stated incorrectly.

Tanya Martinez

WSDOT Utilities Project Support Engineer
 2809 Rudkin Rd. Union Gap, WA 98903-1648
 Phone: 509-834-3229
 Email: martinet@wsdot.wa.gov



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 2/14/2023

Agenda Number: 13-D *On Consent*

Action Item

Title: Resolution Authorizing the Mayor to Sign "Task Order No. 2023-06" with HLA Engineering and Land Surveying, Inc., for Professional Services Related to the City's Well No. 3 Pump Replacement Project

From: Rocky Wallace, Public Works Director

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: \$25,000.00 for HLA's fees (followed later by \$75,000 for parts and installation)

Funding Source: 411, Water Fund

Background/Findings/Facts: In August of 2022, the pump for water well number three (Well No. 3) began experiencing performance problems. After initial diagnosis of the electrical system and motor, it was determined the vertical pump needed to be removed so that further diagnosis could occur. The further diagnosis found the current pump is oversized for the capacity of the well and needs substantial repairs to serve as a reliable emergency source. Public Works consulted with the City's retained engineering firm – HLA Engineering and Land Surveying, Inc. (HLA) – as to the most cost-effective option for getting Well No. 3 back in operation. The agreed plan is to replace the existing vertical turbine well pump with a new submersible pump and motor.

HLA is willing and able to provide the necessary engineering services on this project. A written task order – labeled "Task Order No. 2023-06" – has been prepared, reflecting HLA's expected maximum fees of \$25,00.00. The total estimated project cost, inclusive of HLA's expected fees, is \$100,000.00.

The attached proposed Resolution will, if approved, authorize the Mayor to sign Task Order No. 2023-06, so that work can commence on this project forthwith. This project was not included in the 2023 adopted budget. A budget adjustment will be necessary and funds will be moved from the water reserve fund (461) to the water fund (411) to cover these expenses.

Recommended Motion: I move to approve the Resolution in the form presented.

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date: **Action Taken:** None

RESOLUTION NO. 2979

RESOLUTION AUTHORIZING THE MAYOR TO SIGN "TASK ORDER NO. 2023-06"
WITH HLA ENGINEERING AND LAND SURVEYING, INC., FOR PROFESSIONAL
SERVICES RELATED TO THE CITY'S WELL NO. 3 PUMP REPLACEMENT PROJECT

WHEREAS, the City needs to replace the existing vertical turbine pump at water well number three (Well No. 3) with a submersible pump and motor, and to also undertake related tasks and actions; and this project will be called the "Well No. 3 Pump Replacement Project"; and

WHEREAS, the City's retained engineering firm – HLA Engineering and Land Surveying, Inc. (HLA) – is willing and able to provide the professional planning services that are necessary for this Project; and

WHEREAS, HLA has drafted "Task Order No. 2023-06", which recites HLA's scope of work and HLA's expected maximum fees of \$25,000.00; and

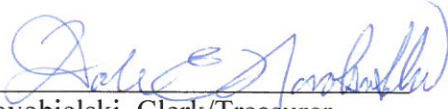
WHEREAS, the terms of Task Order No. 2023-02 are acceptable to City staff and City staff recommends that the City Council authorize the Mayor to sign it;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON that the Mayor be and is authorized to sign Task Order 2023-06 with HLA in the form appended hereto.

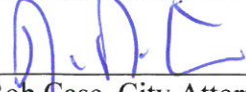
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 14th day of February, 2023.


Sherry Raymond, Mayor

ATTEST:


Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:


Rob Case, City Attorney

TASK ORDER NO. 2023-06

REGARDING GENERAL AGREEMENT BETWEEN CITY OF SELAH

AND

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

PROJECT DESCRIPTION:

Well No. 3 Pump Replacement **HLA Project No. 23055E**

The City of Selah (CITY) plans to replace their existing Well No. 3 vertical turbine well pump with a new submersible pump and motor. The current pump is oversized for the capacity of the well and needs repair to serve as a reliable emergency source. HLA's scope of services will include preparation of bid documents, bidding assistance, construction contract administration, and new pump startup and testing assistance. The total estimated project cost, including engineering, is about \$100,000.

SCOPE OF SERVICES:

At the direction of the CITY, HLA shall provide professional engineering services for Well No. 3 Pump Replacement project (PROJECT). HLA services shall include the following:

1.0 Design Engineering

- 1.1 Visit the PROJECT site to review existing pump installation condition with the CITY.
- 1.2 Prepare new well pump selection and contract documents (specifications) for bidding. It is anticipated the CITY will utilize the MRSC roster for solicitation of sealed bids from qualified contractors.
- 1.3 Answer questions and supply additional information to prospective bidders, as requested.
- 1.4 Prepare and issue addendums, if necessary.
- 1.5 Attend the bid opening and participate in bidder evaluation process with CITY.
- 1.6 Prepare tabulation of all bids received by the CITY and review bidder's qualifications.
- 1.7 Make recommendation to the CITY of construction contract award to the lowest responsible bidder.

2.0 Construction Engineering

- 2.1 Assist CITY with notice of award, execution of construction contracts, review of bond and insurance, and issuing notice to proceed.
- 2.2 Coordinate and facilitate a preconstruction meeting with the CITY and Contractor, if needed.
- 2.3 Review Contractor submittals and shop drawings.
- 2.4 Make a site visit to answer contractor questions, observe new pump installation, and confirm that work is being completed in substantial compliance with the contract. One (1) site visit is estimated to be required during pump installation to observe the Contractor's work.
- 2.5 Consult and advise the CITY during construction and make a final report of the completed work.

- 2.6 Monitor Contractor's compliance with the contract documents for labor standards and review Statements of Intent to pay Prevailing Wages and Affidavits of Wages Paid, as needed.
- 2.7 Prepare and submit proposed contract change orders when applicable.
- 2.8 Assist with startup and performance testing of new well pumping equipment. One (1) site visit is estimated to be required for startup and testing.
- 2.9 Perform final walk-through inspection with the CITY and Contractor, and issue final punch list.
- 2.10 Review pump installation records and operation and maintenance information submitted by the Contractor and return comments as needed.

3.0 Additional Services

- 3.1 Provide professional engineering services for additional work requested by the CITY that is not included in this Task Order.

4.0 Items to be Furnished and Responsibility of CITY

The CITY will provide or perform the following:

- 4.1 Provide full information as to CITY requirements for the PROJECT.
- 4.2 Assist HLA by providing all available information pertinent to the PROJECT, including previous reports, plans, program information, drawings, plats, surveys, utility records, hydraulic models, and any other data relative to the PROJECT.
- 4.3 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by HLA and provide written decisions within a reasonable time so as not to delay the work of HLA.
- 4.4 Obtain approval of all governmental authorities with jurisdiction over the PROJECT, and approvals and consents from other individuals or bodies as necessary for completion. Pay all review fees and costs associated with obtaining such approvals.
- 4.5 Pay for all necessary permit and water quality testing fees not paid by the Contractor.

TIME OF PERFORMANCE:

Following receipt of signed Task Order, HLA will diligently pursue completion of the PROJECT as follows:

1.0 Design Engineering

HLA will provide specifications and cost estimate to CITY within sixty (60) calendar days from the date of receipt of signed Task Order.

2.0 Construction Engineering

Construction engineering services for the PROJECT shall begin upon construction contract award by the CITY to the lowest responsible bidder and extend through completion of construction, and completion of as-constructed drawings. A maximum of three (3) site visits for construction observation, startup and testing, and final walkthrough, has been assumed for the construction of all improvements. Should the Contractor take additional time for construction completion due to recognized delays, requested additional work, and/or change orders that require additional site visits, the additional time will be considered additional services.

3.0 Additional Services

Time for completion of work directed by the CITY under additional services shall be negotiated and mutually agreed upon at the time service is requested by the CITY.

FEE FOR SERVICE:

For the services furnished by HLA as described in this Task Order, the CITY agrees to pay HLA the fees as set forth herein. The amounts listed below may be revised only by written agreement of both parties.

1.0 Design Engineering

All work for design engineering shall be performed for the lump sum fee of \$12,400.00.

2.0 Construction Engineering

All work for construction engineering shall be performed on a time-spent basis at the standard hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses, for the estimated total fee of \$12,600.00.

3.0 Additional Services

Additional work requested by the CITY not included in this Task Order shall be authorized by the CITY and agreed upon by HLA in writing prior to proceeding with services. HLA shall perform additional services as directed/authorized by the CITY on a time-spent basis at the standard hourly billing rates included in our General Agreement, plus reimbursement for direct non-salary expenses such as laboratory testing, printing expenses, vehicle mileage, out-of-town travel costs, and outside consultants.

Proposed:




HLA Engineering and Land Surveying, Inc.
Benjamin A. Annen, PE, Vice President

2-3-23

Date

Approved:



City of Selah
Sherry Raymond, Mayor

2-14-2023

Date



* TRANSMITTAL *

Date: February 3, 2023

Project No.: 23055E/C

To: City of Selah
222 S. Rushmore Road
Selah, WA 98942

Attention: Rocky Wallace
Public Works Director

RECEIVED FEB 08 2023

From: Justin L. Bellamy, PE

Re: Well No. 3 Pump Replacement
Task Order No. 2023-06

RPW

We are sending you the attached following items:

Two (2) Original Task Order Agreements

Comment:

Rocky:

Attached for your review and consideration are two (2) signed original Task Order No. 2023-06 agreements for the Well No. 3 Pump Replacement project.

Please execute the Task Orders and return one signed original to our office.

We very much appreciate the opportunity to work with you and serve the City of Selah. If you have any questions or need additional information, please contact me.

Copy to: _____ Signed: 



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 2/14/2023

Agenda Number: 13-E

Action Item

Title: Resolution Authorizing the Mayor to Sign a Seven-Page Aktivov Professional Services Agreement and a Fifteen-Page Appendix A, for the Purchase of Water Backflow Management Software

From: Rocky D. Wallace, Public Works Director

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: \$3,500.00 for year one, plus sales tax (and \$2,200.00 for year two, and then at least \$2,310.00 for year three; each plus sales tax).

Funding Source: 411, Water Fund

Background/Findings/Facts: The water backflow management software currently used by Public Works is antiquated and beyond its useful life. Public Works searched for potential replacement software packages and evaluated presentations from software companies. Aktivov Software was assessed to be the best option based on anticipated ease of implementation and ease of use, and also no limitations as to existing City assets, potential annexations and growth, or cloud space for storage and backup.

This will be a three-year license agreement. The "start price" for year one will be \$3,500.00, plus sales tax. The cost for future years will be lessor. The year two cost will be \$2,200.00. The year three cost will then increase by the higher of five percent (5%), thus totaling \$2,310.00, or the year-over-year change in the CPI indices. Sales tax will be owed each year.

The City's recently-adopted 2023 budget already includes sufficient monies for the first-year cost. The costs for years two and three will need to be included in the respective 2024 and 2025 budgets.

Recommended Motion: I move to approve the Resolution in the form presented.

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date:

Action Taken:

RESOLUTION NO. 2980

RESOLUTION AUTHORIZING THE MAYOR TO SIGN A SEVEN-PAGE AKTIVOV PROFESSIONAL SERVICES AGREEMENT AND A FIFTEEN-PAGE APPENDIX A THERETO, FOR THE PURCHASE OF WATER BACKFLOW MANAGEMENT SOFTWARE

WHEREAS, the City's Public Works department desires to replace its water backflow management software; and

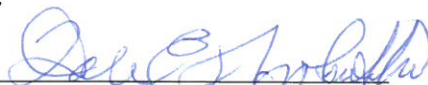
WHEREAS, a seven-page contract labeled Aktivov Professional Services Agreement and a related fifteen-page Appendix A have been proposed and the terms of such are acceptable to City staff;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that Mayor is authorized to sign the seven-page Aktivov Professional Services Agreement and the fifteen-page Appendix A in the forms appended hereto.


PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 14th day of February, 2023.


Sherry Raymond, Mayor

ATTEST:


Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:


Rob Case, City Attorney



AKTIVOV PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Services Agreement", or "Agreement") is between AKTIVOV LLC ("SERVICE PROVIDER"), a Washington corporation, with its principal place of business at 24919 SE 41st Dr, Issaquah, WA, 98029, and the and the City of Selah, a Washington Corporation, with its principal place of business at 115 W Naches Ave, #1, Selah, WA 98942 (CLIENT) (individually a "Party" and collectively the "Parties").

WITNESSETH:

WHEREAS, the CLIENT desires to have certain services and/or tasks performed as set forth in Appendix A (Scope of Work in excel file module selection), below requiring specialized skills and other supportive capabilities; and

WHEREAS, the SERVICE PROVIDER represents that the SERVICE PROVIDER is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and/or tasks set forth in this Agreement; and

WHEREAS, the Parties have entered into a Software License Agreement (Appendix A) and an Annual Software Subscription Agreement (Appendix A) contemporaneously with this Professional Services Agreement (collectively, the "Agreements"), and these three Agreements are one integrated agreement between the Parties providing for the CLIENT to pay for and use (1) a license from the SERVICE PROVIDER for Licensed Software, (2) an annual subscription for the maintenance of the Licensed Software, and (3) for professional services related to the installation and implementation of the Licensed Software and other associated services e.g. GIS, GPS, integration with other systems etc.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

1. SCOPE OF SERVICES

This Agreement covers only the professional services scope of work as mentioned in the quotation and modules attached herewith. The SERVICE PROVIDER shall perform such services and accomplish such tasks, as identified and designated as SERVICE PROVIDER responsibilities throughout this Agreement and as detailed in the attached quotation and Appendix A, attached hereto and incorporated herein. The CLIENT will help the SERVICE PROVIDER by furnishing all required materials, equipment, remote and onsite access to CLIENT's infrastructure, appropriate staff, and anything else as necessary for full performance of services mentioned in attached



quotation. This Agreement can be amended in writing with added scope of work and budget with mutual agreement from both Parties.

2. TERM

Work shall begin no earlier than the effective date (signed date) referenced below, and shall be completed per schedule as negotiated between the SERVICE PROVIDER and the CLIENT. Note that the schedule may be adjusted in consultation with both parties during the course of the work to account for lags, delays, and resource availability of both Parties.

3. COMPENSATION AND METHOD OF PAYMENT

A. One invoice in full will be raised at the start of the implementation including any applicable State sales tax, in accordance with the attached quotation, copy attached hereto and incorporated herein in full by this reference.

B. The SERVICE PROVIDER shall submit invoices to the CLIENT's supervising Project Manager. The CLIENT shall initiate authorization for payment after receipt of said invoice and shall make payment to the SERVICE PROVIDER within thirty (30) calendar days from the date of the invoice.

C. Non-payment of any invoices: Invoices will be raised according to the payment schedule as mentioned in the attached quotation. If payment is not received for any invoice within thirty (30) calendar days from the date of invoice, the SERVICE PROVIDER will notify the CLIENT of payment oversight and allow additional fifteen (15) calendar days for payment. The SERVICE PROVIDER will charge six percent (6%) penalty if payment is not made by the end of the additional fifteen (15) calendar days and thereafter will charge two percent (2%) per month interest in addition to any legal procedures costs that may be incurred to recover pending payments including penalties and interest. The SERVICE PROVIDER also reserves the right to terminate this Agreement and discontinue any remaining components of any remaining tasks of the professional services due to non-payment.

4. INDEPENDENT CONTRACTOR RELATIONSHIP

A. Both parties intend that an independent contractor relationship will be created by this Agreement.

B. No agent, employee, servant or representative of the CLIENT shall be deemed to be an employee, servant or representative of the SERVICE PROVIDER for any purpose, and vice versa. The employees of the CLIENT are not entitled to any of the benefits the SERVICE PROVIDER provides for its employees, and vice versa.



C. In the performance of the services herein contemplated the SERVICE PROVIDER is an independent contractor with the authority to control and direct the performance of the details of the work and tasks in order to meet the desired outcomes. The CLIENT will help the SERVICE PROVIDER to achieve implementation goals in all reasonable ways.

5. HOLD HARMLESS AND INDEMNIFICATION

A. The SERVICE PROVIDER shall indemnify and hold the CLIENT and its agents, employees, and/or officers, harmless from any and all claims, demands, suits, at law or equity, actions, penalties, loss, damages, or costs, of whatsoever kind or nature including reasonable attorney fees and costs, brought against the CLIENT arising out of, or in connection with, or incident to, the SERVICE PROVIDER'S performance or failure to perform any aspect of this Agreement;

B. The CLIENT shall indemnify and hold the SERVICE PROVIDER and its agents, employees, and/or officers, contractors harmless from any and all claims, demands, suits, at law or equity, actions, penalties, loss, damages, or costs, of whatsoever kind or nature including reasonable attorney fees and costs, brought against the SERVICE PROVIDER arising out of, or in connection with, or incident to, the CLIENT's performance or failure to perform any aspect of this Agreement;

C. If such claims are caused by or result from the concurrent negligence of the CLIENT and the SERVICE PROVIDER and its agents, employees, and/or officers, the indemnity provisions provided by the SERVICE PROVIDER shall be valid and enforceable only to the extent of the negligence of the SERVICE PROVIDER;

D. Nothing herein shall require either Party to hold harmless or defend the other Party (Party at fault), its agents, employees, and/or officers for damages or loss caused by the Party at fault's negligence or errors or mistakes.

E. The provisions of this section shall survive the expiration or termination of this Agreement. No liability shall attach to the SERVICE PROVIDER by reason of entering into this Agreement except as expressly provided herein.

F. This Services Agreement is made entirely for the benefit of the CLIENT and the SERVICE PROVIDER and their successors in interest, and no third party or person shall have any rights hereunder whether by agency, as a third party beneficiary, or otherwise.

6. COMPLIANCE WITH LAWS



A. Both Parties in the performance of this Agreement, shall comply with all applicable (applicable to own organization) federal, state or local laws and ordinances, and is solely responsible for the payment of such taxes applicable to the services performed under this Agreement, including regulations for licensing, certification and operation of facilities, maintenance of insurance and records, programs and accreditation, licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services. The SERVICE PROVIDER shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance or unemployment compensation programs or otherwise assuming the duties of an employer with respect to CLIENT or any of the CLIENT's employees or the CLIENT's other independent contractors, and vice versa.

B. This Agreement shall be construed and enforced in accordance with, and be governed by, the laws of the State of Washington without reference to conflict of laws principles. Both Parties hereby consent to pursue any legal procedures at the Superior Court of King County, State of Washington, and waive their rights to change venue.

7. NONDISCRIMINATION

A. Nondiscrimination in Employment: In the performance of this Agreement, both Parties will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age, sexual orientation, religion, veteran's status, or the presence of any sensory, mental or physical handicap or any other bases prohibited by applicable Federal, State, or local law; provided that the prohibition against discrimination in employment is because of the particular work involved. Both parties shall ensure that own employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

B. Nondiscrimination in Services: Both Parties will not discriminate against any recipient of any services, or benefits provided for in this Agreement of the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

8. SUBCONTRACTING

The SERVICE PROVIDER may subcontract its performance or any portion of its performance or tasks under this Agreement and Appendix A, or any portion of this Agreement as deemed necessary at the SERVICE PROVIDER's discretion for the execution and implementation of the scope of work, and shall inform the CLIENT about it in writing and obtain consent from the CLIENT. It is already known and agreed between the parties that the SERVICE PROVIDER will use teams globally as needed as sub-contractor(s) for this implementation and support at the sole discretion of the SERVICE PROVIDER to perform



services. The SERVICE PROVIDER shall be held responsible for all performance related to the SERVICE PROVIDER pursuant to this agreement. However, the SERVICE PROVIDER is not responsible for any performance pursuant to this agreement that is related to the CLIENT and is the responsibility of the CLIENT.

9. CHANGES

Either Party may request additions to the scope of services to be provided hereunder; however, no change or addition to this Agreement shall be valid or binding upon either Party unless such change or addition be in writing and signed by both Parties. Such amendments (scope and associated budget) shall be attached to and made a part of this Agreement.

10. PROHIBITED INTEREST

No member, officer, or employee of the CLIENT shall have any unlawful interest, direct or indirect, in this Agreement or in the SERVICE PROVIDER or the proceeds thereof.

11. TERMINATION

If this Agreement is terminated for convenience by CLIENT, the SERVICE PROVIDER shall be paid all associated costs, including but not limited to, damage and loss of work cost and close-out costs due to this Agreement, and costs on task performed up to the time of termination of this Agreement. The SERVICE PROVIDER shall promptly submit a termination claim to the CLIENT within (30) calendar days of such termination. If this Agreement is terminated for convenience by SERVICE PROVIDER, the CLIENT shall promptly pay SERVICE PROVIDER for all services provided up to the date of termination. If either Party has any property in its possession belonging to the other Party, then each Party will hand over or dispose of the property in the manner reasonably directed by the concerned Party.

12. NOTICE

Notice provided for in this Agreement shall be sent by certified mail or email to the addresses designated for the parties as below. Each Party will update the notice contact information below in writing (mail or email) if anything changes within 10 business days of such change.

Arnab Bhowmick
AKTIVOV LLC
24919 SE 41st Dr,
Sammamish, WA 98029
Email: arnab@akav.com

Rocky Wallace
Public Works Director,
City of Selah, WA,
115 W Naches Ave, #1, Selah, WA 98942
Email: Rocky.Wallace@selahwa.gov



13. DISPUTE RESOLUTION

Both Parties will attempt to settle any claim or controversy arising out of this Agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. If those attempts fail, then the dispute will be mediated by a mutually acceptable mediator to be chosen by both Parties within thirty (30) calendar days after written notice by one of the Parties demanding non-binding mediation. Neither Party may unreasonably withhold consent to the selection of a mediator. By mutual agreement, however, the SERVICE PROVIDER and the CLIENT or Licensee may postpone arbitration until both parties have completed reasonable discovery about the dispute. If the Parties are unable to agree upon a mediator, then a mediator shall be assigned by the presiding judge of the Superior Court of King County, State of Washington. Each Party shall pay its own attorney fees and costs incurred in the mediation. Any dispute which cannot be resolved by the Parties through mediation within ninety (90) calendar days of the initial demand for it by one of the Parties, may be submitted to the Superior Court of King County, State of Washington, for resolution. Both Parties consent to jurisdiction by such court. Both Parties confirm that any such litigation may be subject to the applicable rules for arbitration of matters in Superior Court of King County, State of Washington. Both Parties agree that this dispute shall be decided either by an arbitrator pursuant to said rules or by a judge, and both Parties knowingly and fully and forever waive the right to have any dispute between the Parties resolved by a jury. Nothing shall prevent either of the parties from resorting to the judicial proceedings mentioned in this paragraph if (a) good faith efforts to attempt resolution of the dispute under these procedures have been unsuccessful; or (b) interim relief from the court is necessary to prevent serious and irreparable injury to one of the parties or others.

14. ATTORNEY'S FEES AND COSTS

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing Party shall be entitled to recover from the other Party, in addition to any other relief to which such Party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding, including any such fees and costs incurred on appeal.

15. SEVERABILITY

If, for any reason, any part, term or provision of this Agreement is held by the Superior Court of King County, State of Washington to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations



of the Parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

16. ENTIRE AGREEMENT

Both parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modifications of this Agreement shall be in writing and signed by both Parties. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of any other provisions of this Agreement, or the waiver of the same provision thereafter.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective, valid, and binding upon the Parties as of the date set forth below as executed by their duly authorized representatives ("Effective Date").

Accepted and Agreed:

AKTIVOV LLC

City of Selah, WA

Name: Arnab Bhowmick

Name: _____

Title: Founder

Title: _____

Date: 01/12/2023

Date: _____

A handwritten signature in black ink, appearing to read "Arnab Bhowmick", written over a horizontal line.

Signature: _____

Signature: _____



AKTIVOV ANNUAL SOFTWARE SUBSCRIPTION AGREEMENT

This ANNUAL SOFTWARE SUBSCRIPTION AGREEMENT (Agreement) is between AKTIVOV LLC (AKTIVOV), a Washington corporation, with its principal place of business at 24919 SE 41st Dr, Issaquah, WA, 98029, and the City of Selah, a Washington Corporation, with its principal place of business at 115 W Naches Ave, #1, Selah, WA 98942 (Licensee) (individually a "Party" and collectively the "Parties"). This Subscription Agreement is for annual maintenance and support, and it supplements the Software License Agreement (Agreement) entered into and between the Parties contemporaneously with this Subscription Agreement to enable the Licensee to access the AKTIVOV Software modules.

AKTIVOV is the owner and authorized licensor of all the AKTIVOV Software modules (as hereinafter mentioned as "AKTIVOV" or "software" or "Licensed Software"). AKTIVOV grants the Licensee certain limited rights under this Agreement to use AKTIVOV' proprietary Licensed Software and any relevant materials. All rights not specifically granted to the Licensee or anyone else in this Agreement are reserved to AKTIVOV.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

This Agreement and the terms and conditions hereof shall govern all access and usage of the subscribed Licensed Software codes, support, and related user manuals or training materials, and any base updates, modifications or enhancements to such software product, which have been developed by, or on behalf of AKTIVOV, and provided to Licensee by AKTIVOV. All software Subscription and Support will be governed by the terms of this Agreement.

1. DEFINITIONS

- a. "Proprietary or Confidential Information" shall have the meaning given such term in the Agreement.
- b. "Licensed Software" shall mean the particular AKTIVOV software modules and functionalities within those modules hosted by AKTIVOV as identified in the Agreement, including all programs and source codes, machine-readable codes, and relevant documentation.
- c. "Documentation" shall mean all relevant end-user documentation, training materials or videos, specifications, notes and technical documents and



materials sufficient to permit the Licensee to use the Licensed Software hosted by AKTIVOV.

- d. "Error(s) or Bug(s)" shall mean defect(s) in the Licensed Software which prevent it from performing in accordance with Aktivov specifications as mutually determined. Severity level should be reported as below:
 - i. Level 1: Urgent; software has totally stopped.
 - ii. Level 2: Non-Urgent, can wait; software has not totally stopped.
- e. "Response Remedies" shall mean the response times for errors or bugs severity levels.
- f. "Subscription Start Date" shall mean July 1 of every year; "Subscription End Date" shall mean June 30 of every year. Subscription year for any yearly term will be from July 1 of the starting year through June 30 of the next year.
- g. "Object Code" shall mean the computer software code which results from the translation or processing of source code by a computer into machine executable or intermediate code, such code is not readily understandable to a human being but is appropriate for execution or interpretation by a computer.
- h. "Software Fixes" shall mean corrections and bug fixes to the Licensed Software to correct issues and deviations in the Licensed Software. All such fixes delivered to the Licensee shall become part of the base Licensed Software under the Agreement.
- i. "Software Customizations" shall mean all customized additions to the Licensed Software, which adds to or alters the function(s) of the Licensed Software or integrates with other software, as requested by the Licensee. This may include, but not be limited to, any scripts, interfaces, reports or program code requested by the Licensee that provide specific functionality uniquely designed for the Licensee. Separate cost structure will be worked out and agreed between AKTIVOV and the Licensee for any customizations and annual maintenance/ upkeep/ upgrade of such customizations.
- j. "Software Updates" are software fixes, patches, new features that become part of the base License Software, and changes to object codes (including original codes). AKTIVOV will have full ownership and licensing rights of such software updates, and retains the right to implement, utilize, modify, enhance or decommission such software updates as AKTIVOV deems appropriate.



- k. "Successor Products" shall mean any software product under any name released by AKTIVOV that provides at least the same functionality of the then current version of the Licensed Software, provided AKTIVOV ceases to offer Subscription for the Licensed Software as named in the Agreement.
- l. "Amendment or Modification to this Subscription Agreement" shall mean that both Parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein, except the Agreement, are excluded. Further, any modifications of this Agreement shall be in writing and signed by both Parties.

2. SUBSCRIPTION

- a. Unlimited phone, email, ad hoc, and remote support per month will be provided to the Licensee during the Annual Subscription period. Anything beyond regular support related to the released version of the software (e.g. any negotiated custom work) will be handled as Time and Materials work (\$250 per hour, 10% increase year on year) or lump-sum basis (if appropriate) with prior authorization from the Licensee. Note that time spent internal to AKTIVOV to program and deploy updates, patches, bug fixes, security updates etc. are automatically included in annual subscription.
- b. A Client Services Manager (CSM) will be assigned to the Licensee as one point of contact. The Licensee will identify a resource to serve as one point of contact from the Licensee's side. These two points of contact will work with each other to solve issues.
- c. The services to be provided during the Annual Subscription period include Software Updates to the Licensed Software. This does not include any annual maintenance for any additional modules, features and functions that has not been bought yet under the current contract.
- d. The services to be provided during the Annual Subscription period include software fixes, patches, security updates etc. to the Licensed Software. Note that the Licensee must provide AKTIVOV with written specific narratives about the bugs and errors in the system and the manner in which the Licensed Software is not functioning properly with pictures and screenshots to the best of the Licensee staff's ability.
- e. The Licensee should try to resolve all problems internally before reporting a problem or issue or bug with AKTIVOV. If the Licensee solves an issue or problem on its own, the Licensee should document the problem and the resolution and send an email report to AKTIVOV. If the problem still persists, the Licensee should report it to AKTIVOV by raising a ticket in AKTIVOV online help desk (bug tracking system). Moreover, the Licensee should first isolate the problems and issues as Licensed Software related and not something related to any other software or system used by the Licensee.
- f. Subscription shall mean



- i. Delivery to Licensee of all base revisions of modules bought by the Licensee in final form together with all accompanying documentation, if any. Note that any custom developments done and paid by any other customers do not automatically become available to the Licensee, but custom developments paid by the Licensee becomes available to the Licensee.
 - ii. AKTIVOV's compliance with the Response Remedies to the severity levels of bugs and errors are specified below:
 - 1. Level 1: Response provided within 24 to 48 hours.
 - 2. Level 2: Response provided within 5 to 7 business days.
- g. AKTIVOV shall make all reasonable efforts to provide the Software Updates that are necessary to assure the Licensed Software is functioning properly.
- h. AKTIVOV will provide Email, Phone or Web support during normal business hours, 8 AM to 5 PM U.S. Pacific Time, Monday through Friday except holidays. Special support may be extended after regular work hours making this a 24 x 7 support on a case to case basis for emergencies only (additional costs may be incurred for this kind of special support). After hours (5 PM though 8AM U.S. Pacific Time, Monday through Friday except holidays) emergency/ very critical support phone or email will be provided to the Licensee for very urgent support that stops work for several Licensee's staff during emergency or critical situations. AKTIVOV will make all reasonable efforts to acknowledge and respond to the request for support for critical problems that occur outside of normal business hours within 24 to 48 hours of receipt of the call or email from a designated and authorized Licensee representative.
- i. The Licensee will allow AKTIVOV's access to the Licensee's systems in order to perform thorough remote diagnostics and effect remote repairs, upgrades, and fixes if needed.
- j. Depending upon the type of problem reported (urgent or non-urgent), AKTIVOV staff may need to travel. Travel (actual expenses with actual receipts, mileage reimbursed at the IRS mileage rate at the time of expense) related expenses shall be all the reasonable expenses incurred by AKTIVOV while conducting business authorized by Licensee, including, but not limited to, air and surface transportation, lodging, car rental, meals, and incidentals. All travel expenses must be approved in advance by the appropriate Licensee representative. In emergency situations, AKTIVOV may travel without the Licensee's approval but still the Licensee agrees to reimburse AKTIVOV for all travel related expenses. AKTIVOV will pay for all travel expenses, and then the Licensee will reimburse AKTIVOV per the expense statements submitted by AKTIVOV.
- k. If any problems reported are not related to AKTIVOV Licensed Software, AKTIVOV will negotiate with the Licensee and charge for reasonable resource time and costs incurred to resolve such unrelated problems. This will be invoiced to the Licensee (\$250 per hour, 10% increase year on year) beyond regular Subscription costs as consulting or professional services costs to identify or solve non-Aktivov issues.



3. INVOICE AND PAYMENT

- a. AKTIVOV will raise any invoices owed by Licensee, stating, without limitation, all amounts due from Licensee to AKTIVOV under this Agreement. The foregoing invoice shall contain sufficient detail (including the separate itemization of the Tasks, Subtasks, Support, Maintenance, Subscription, license, customizations, travel, and any other fees under the Agreement as appropriate) to allow Licensee to determine the accuracy of the amount(s) billed. All invoices shall be paid in U.S. dollars. All payments will be made in full within thirty (30) calendar days from the date of the invoice.
- b. Subscription invoice will be paid at the beginning of each subscription year. The Licensee will pay this invoice in full within thirty (30) calendar days of the invoice date.
- c. Any other invoices including customization or any other additional work will be issued separately on a case to case basis. The Licensee will pay this invoice in full within thirty (30) calendar days from the invoice date.
- d. Non-payment of any invoices:
 - i. Annual subscription invoice for maintenance and support needs to be paid upfront each year for that subscription year. The invoice will be sent for payment at the beginning of each subscription year for that subscription year. If payment is not received for Annual Subscription invoice within thirty (30) calendar days from invoice date, AKTIVOV will notify Licensee of payment oversight and allow additional fifteen (15) calendar days for payment remedy. Otherwise, AKTIVOV reserves all rights to terminate this Agreement and the AKTIVOV Software License Agreement immediately and discontinue Licensee's access to the Licensed Software and any Subscription for the Licensed Software.
 - ii. If payment is not received for any other invoice within thirty (30) calendar days from the date of invoice, AKTIVOV will notify the CLIENT of payment oversight and allow additional fifteen (15) calendar days for payment. AKTIVOV will charge a six percent (6%) penalty if payment is not made by the end of the additional fifteen (15) days and thereafter will charge two percent (2%) per month interest in addition to any legal procedures costs that may be incurred to recover pending payments including penalties and interest. AKTIVOV also reserves rights to



terminate this Agreement and the Aktivov Software License Agreement immediately and discontinue access to the Licensed Software and any Subscription for the Licensed Software.

- iii. If access to the Licensed Software and any Subscription for the Licensed Software is cut off for any issues/ reasons, AKTIVOV will charge a Time and Materials fee (\$250 per hour, 10% increase year on year) to turn on all access after the issues/ reasons have been cured.

4. AGREEMENT RENEWAL

The term of this Annual Subscription Agreement shall be two (2) years, commencing on the year after the initial implementation year with a 5% increase or CPI/Inflation percent increase, whichever is higher, in the renewal price year on year until further notice. Both AKTIVOV and the Licensee have negotiated and agreed upon the yearly Subscription fees as provided in the attached quotation. The Annual Subscription Agreement may be renewed for multi-year terms at the end of the initial term under mutually acceptable payment terms. Changes to the subscription price as mutually agreed for further renewal cycles will be provided to the Licensee two (2) months before renewal.

5. NOTICE.

The following contact information will be used for mailing any notices using email or certified mail. Each Party will update the notice contact information below in writing (mail or email) if anything changes within 10 business days of such change.

Arnab Bhowmick
AKTIVOV LLC
24919 SE 41st Dr,
Sammamish, WA 98029
Email: arnab@akav.com

Rocky Wallace
Public Works Director,
City of Selah, WA,
115 W Naches Ave, #1, Selah, WA 98942
Email: Rocky.Wallace@selahwa.gov

6. EXCLUSIONS

AKTIVOV excludes the following items from Subscription under this Agreement:

- a. Analysis or interpretation of any inputs and outputs (data, results, information related to the Licensee) related to the Licensed Software.



- b. Questions related to computer systems, operating systems, hardware, and peripherals that are not related to the use of the Licensed Software
- c. Licensee's data analysis, correction, debugs, data migration, loading into the Licensed Software etc.
- d. Any services necessitated as a result of any cause other than authorized ordinary and proper use by the Licensee of the Licensed Software, including but not limited to neglect, abuse, unauthorized modification, unauthorized updates or electrical, fire, water or other damage.
- e. Any services regarding customization of the Licensed Software including, but not limited to, custom features and functions, custom modules, custom scripts or interfaces or codes, custom integration with other systems etc. Any additional or custom functions, design, layouts, user experience or interfaces, and features etc. will not be part of regular subscription activity. These additional items will be scoped separately, and professional services for customization will be provided at an additional cost depending on the scope.
- f. Mobile hand-held or any hardware device or associated costs and upgrade/replacements costs of any hardware or device are not included in regular subscription. Also note that any other software acquisition, update, or upgrade cost e.g. Windows OS upgrade cost on Licensee's machines etc. are not included in regular subscription.
- g. Any additional module or additional functionalities that the Licensee will desire to buy and use will be priced separately at the time of purchase. This Agreement will be amended accordingly to provide subscription and support for such additional modules or functionalities.
- h. If the Licensee acquires more service connections or provide service to additional area, this Agreement will be amended to provide support for additional data for additional areas or service connections.

This Subscription Agreement shall be construed and enforced in accordance with, and be governed by, the laws of the State of Washington without reference to conflict of laws principles. Both AKTIVOV and Licensee agree to only pursue any legal procedures or actions in the Superior Court of King County, State of Washington, and waive their rights to change venue or pursue legal procedures or actions in any other forum.

IN WITNESS WHEREOF, the parties hereto have executed this Subscription Agreement to be effective, valid, and binding upon the parties as of the date below as executed by their duly authorized representatives.



Accepted and Agreed:

AKTIVOV LLC

Name: Arnab Bhowmick

Title: Founder

Date: 01/12/2023

A handwritten signature in black ink, appearing to read 'Arnab Bhowmick'.

Signature: _____

City of Selah, WA

Name: Sherry Raymond

Title: Mayor

Date: 2-14-2023

Signature: Sherry Raymond



Quote

Aktivov Asset Management

QUOTE # SELAHWA/2023/001

DATE: 01/11/22

VALID TILL: 02/15/23

Attn: Rocky Wallace

Public Works Director

City of Selah, WA

ITEM DESCRIPTION	Start Price for Year 1	Annual Maintenance and Support Year 2
A. Aktivov Backflow Management Software (hosted system) license and Professional Services included: a. Implementation Timeline: 1 to 2 months	\$4,500 - \$1,000 = \$3,500 (special discount provided)	\$2,200

- **TOTAL Discount of \$1,000 provided. We have deep discounted the license and the professional services fees to help you get started.**
- **Annual Maintenance and Subscription fees will start from January every year. It is provided for free for Year 1. No separate annual maintenance will be charged in Year 1. Annual Maintenance and Subscription fees will start from Year 2.**
- **Year 3 price will increase by either 5% or inflation and CPI indices adjustments whichever is higher. We will try to keep it as low as possible.**
- **Applicable sales taxes will be applied to the price. Please provide documentation if you are a tax exempt entity.**

The following items are included in the price:

1. Everything Unlimited:

- a. All users will have concurrent and unlimited access to web based system on desktop/ laptop and on mobile phones and tablets. We will provide unlimited user logins per user



(same login on different devices) for concurrent login on the web and multiple mobile devices.

- b. Unlimited number of Users
- c. Unlimited number of Devices
- d. Unlimited Assets
- e. Unlimited Annexations and Growth
- f. Unlimited Cloud Space for storage, backup, DR, fail-over etc.
- g. Unlimited Departments and Divisions

2. Devices Supported:

- a. Latest computers, smart phones and tablets from 2018 onwards
- b. Chrome web browser
- c. iOS 9x and upwards
- d. Android 5x and upwards
- e. Windows 8x and upwards

3. High level tasks:

- a. Project Kickoff
- b. Workshop Preps and Background Info Review
- c. Advanced Design/ Workflow Workshops
- d. Configuration, Customizations Workshops
- e. All Documentations
- f. Perform all configurations, and implementations
- g. Test Cycles
- h. Training
- i. GO LIVE
- j. Project Management

4. Professional Services required for Rollout includes:

- a. All asset types that you handle.
- b. All related PM meetings, project related meetings, and ad hoc meetings included
- c. Workshops and meetings as needed (remote or in person as needed) to gather requirements for configurations, user levels, access, read/ write, lookup tables, system security etc.
- d. Design documentation for configurations for the modules purchased (as needed)
- e. Perform Configurations and Set up
- f. User testing and acceptance
- g. Fix bugs
- h. Test cycles – alpha, beta, GO LIVE
- i. Unlimited and Free Training
- j. Production Rollout

5. Annual Maintenance/Support Subscription for Aktivov Software starts every January 1 for the calendar year.



- a. Unlimited cloud space, training, data storage, backup, disaster recovery, training, patches, updates/ upgrades of purchased modules
- b. Access to support, web training, online learning center, and bug ticketing system
- c. Monitor and fix all bugs as reported
- d. Unlimited Phone, web, and email support

Thank you for your business. Please contact me if you have any questions. We are looking forward to get you started.

Thanks and Best Regards,

A handwritten signature in black ink, appearing to read 'Arnab Bhowmick'.

Arnab Bhowmick,

Aktivov Asset Management.

arnab@aktivov.com

425.245.3569



APPENDIX A

AKTIVOV SOFTWARE LICENSE AGREEMENT

This is a SOFTWARE LICENSE AGREEMENT (Agreement) for the use of AKTIVOV software as laid out in detail below. This Agreement is between AKTIVOV LLC (AKTIVOV), a Washington corporation, with its principal place of business at 24919 SE 41st Dr, Issaquah, WA, 98029, and the and the City of Selah, a Washington Corporation, with its principal place of business at 115 W Naches Ave, #1, Selah, WA 98942 (Licensee) (individually a "Party" and collectively the "Parties").

This Agreement will be signed together with the AKTIVOV ANNUAL SOFTWARE SUBSCRIPTION AGREEMENT to enable the Licensee to access the AKTIVOV software as mentioned under Licensed Software section.

AKTIVOV is the owner or authorized licensor of all the AKTIVOV Software modules (as hereinafter mentioned as "AKTIVOV" or "software" or "Licensed Software"). "AKTIVOV" means the actual copy or instance of all or any portion of the computer programs provided or hosted by AKTIVOV and accessed by the Licensee or subscribed from AKTIVOV as listed in Licensed Software section, inclusive of backups, updates, or merged copies permitted hereunder or subsequently provided by AKTIVOV. AKTIVOV gives the Licensee certain limited rights under this Agreement to access and use AKTIVOV proprietary hosted Licensed Software and any relevant materials. All rights not specifically granted to the Licensee or anyone else in this Agreement are reserved to AKTIVOV.

Relevant Materials: Relevant materials means any printed material, user documentation, training documentation, videos used for training of the software, and confidential activation code (if any) or any relevant documents for AKTIVOV supplied by AKTIVOV under this Agreement. All these materials are treated as confidential and should not be provided to or accessed by any third parties.

Effective Date: This date shall mean the date on which this Agreement is signed between the Licensee and AKTIVOV.

Licensed Software: AKTIVOV grants to the Licensee a non-exclusive, non-transferable license to use the AKTIVOV software modules obtained under this Agreement. Modules granted for usage in an "as is" condition and are mentioned in the attached quote. ("As is" indicates that there may be some "errors or bugs" where adjustments or repairs may be needed that will be fixed by AKTIVOV over time as necessary to maintain functionality. This in no way indicates that the program will not operate.).



License Fees: The Licensee will pay AKTIVOV a total one-time initial product License or Usage fee (License Fee) in one full invoice including any applicable sales tax for the "Licensed Software" at the start of the implementation according to the quotation, copy attached hereto and incorporated herein in full by this reference, provided to the Licensee for this matter. This fee has been negotiated and agreed between the Licensee and AKTIVOV. AKTIVOV must receive full payment within thirty (30) calendar days after each invoice is raised (see quote). If payment is not received within this time, AKTIVOV will notify the Licensee of payment oversight and allow additional fifteen (15) calendar days for payment remedy. Otherwise, AKTIVOV reserves rights to terminate this agreement immediately and cut off all access to Licensed Software usage and relevant materials.

Term: This Agreement shall become effective on the Effective Date (signature date) and shall be valid for as long as Licensee complies with the "Permitted Uses" and "Uses Not Permitted" provisions of this Agreement and no harm is done in any way to AKTIVOV. AKTIVOV may terminate this Agreement by 30 calendar days' prior written notice to Licensee if the Licensee fails to comply with the "Permitted Uses" and "Uses Not Permitted" provisions of this Agreement. The Licensee shall have thirty (30) calendar days after receiving notice of the alleged failed compliance from AKTIVOV to address the issue and correct it. If this Agreement is terminated in accordance with the terms in this Agreement or any other reason the Licensee shall then return to AKTIVOV or stop subscribing to AKTIVOV Licensed Software, relevant modules, relevant updates, and any whole or partial copies, codes, modifications, and merged portions in any form. The parties hereby agree that all provisions which operate to protect the intellectual rights of AKTIVOV shall remain in force should any breach or termination occur. AKTIVOV will not refund any money or payments to the Licensee on any reason for termination.

Grant of License: AKTIVOV retains exclusive rights, title and ownership of any copy or form of Licensed Software and all relevant materials, and grants to the Licensee a personal, nonexclusive, nontransferable license to access and use the hosted Licensed Software and relevant materials pursuant to the terms and conditions of this Agreement. From the Effective Date, the Licensee agrees to use reasonable effort to protect Licensed Software and all relevant materials from unauthorized use, reproduction, reverse engineering, distribution, leak, or publication.

Copyright: Licensed Software and all relevant materials are owned by AKTIVOV and are protected by United States copyright laws and applicable international treaties and/or conventions.

Permitted Uses:

- The Licensee may use the Licensed Software for the number of users and modules of Licensed Software as mentioned in Section "License Software" for which License Fees have been paid.



- License Fees paid by the Licensee is for the Licensee's own internal use only. The Licensee will not grant usage of Licensed Software to anyone else other than its own employees. If the Licensee wishes to grant usage of the Licensed Software to anyone else, additional costs must be discussed with AKTIVOV before such written usage authorization is granted by AKTIVOV to the Licensee.
- The Licensee's vendors or partners can observe the software usage on a Licensee's device operated by a Licensee's employee. Licensee's employee(s) must be present to operate the software if any of the Licensee's vendor or partner request to view software usage. The Licensee's vendors or partners cannot access, download, install or use AKTIVOV software without written permission from AKTIVOV.
- The Licensee must pay the annual subscription fee (refer to Annual Software Subscription Agreement for maintenance and support) in order to keep using the software beyond first year of usage or as set forth in the attached quotation.
- The Licensee may only use the Licensed Software subject to the terms and conditions of this Agreement.

Uses Not Permitted:

- The Licensee shall not resell, lease, rent, license or sub-license, time-share, lend, loan, assign, allow using, transferring, or exporting, in whole or in part to any other unlicensed third parties, or provide access (on Licensee's or third parties' hardware) to prior or present or future versions of Licensed Software, any updates, or the Licensee's rights under this Agreement. Nothing in this Section shall prevent use of and access to Licensed Software by the Licensee's employees.
- The Licensee shall not copy, alter, modify, merge, reproduce, and create derivative works of the software or relevant materials accessible to the Licensee under this Agreement. The Licensee shall not reverse engineer, decompile, or disassemble Licensed Software, or make any attempt to unlock or bypass Licensed Software's security or authorization codes, as applicable, subject to governing laws.
- The Licensee shall neither provide any Licensee's device to its vendors or partners to use the Licensed Software nor provide the Licensed Software to be installed or accessed by its vendors' or partners' on their devices for usage.
- The Licensee shall not remove or obscure any AKTIVOV copyright or trademarks or notices from anywhere.



Annual Subscription: Refer to the Annual Software Subscription Agreement for details.

Assignment: AKTIVOV may allow any portion of this Agreement as deemed necessary to another organization and will notify the Licensee of any such agreements. It is already known and agreed between the parties that AKTIVOV will use subcontractor(s) globally as needed. Any portion of this agreement that AKTIVOV may subcontract to another party would be as a subcontractor to AKTIVOV to fulfill AKTIVOV's responsibility under this contract. Any negotiation or contract with the Licensee will be with AKTIVOV LLC exclusively as an USA entity.

Limited Warranty: AKTIVOV warrants that it owns or has the full right and authority and all associated intellectual property rights necessary to grant the Licensee rights and licenses set forth in this Agreement to Licensed Software and relevant materials. AKTIVOV only warrants the Licensed Software for the authorized purpose of capturing data for computerized maintenance management. AKTIVOV DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO LICENSED SOFTWARE. AKTIVOV DOES NOT WARRANT THAT THE OPERATIONS OF ITS RESPECTIVE SOFTWARE AND RELEVANT MATERIALS WILL BE ALWAYS UNINTERRUPTED AND/OR ERROR FREE.

Limitation of Liability: AKTIVOV shall not be liable for indirect, special, incidental, or consequential damages relevant to or arising from the Licensee's use of Licensed Software. IN NO EVENT SHALL AKTIVOV BE LIABLE TO THE LICENSEE FOR COSTS OF PROCUREMENT OF LICENSED SOFTWARE OR SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, LOST SALES OR BUSINESS EXPENDITURES, INVESTMENTS, OR COMMITMENTS IN CONNECTION WITH ANY BUSINESS, LOSS OF ANY GOODWILL, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR USE OF THE SOFTWARE AND RELEVANT MATERIALS.

Indemnity: Licensee will not make any unauthorized alterations or modifications to the Licensed Software. AKTIVOV will not indemnify or defend the Licensee from any infringement claim resulting from the Licensee's unauthorized use, modification, or alteration of Licensed Software or relevant materials.

Export Regulations: The Licensee agrees not to export Licensed Software to a country which does not have copyright laws that will protect AKTIVOV's proprietary rights. The Licensee also agrees not to export Licensed Software into any other country or anywhere without written authorization from AKTIVOV.

Force Majeure: Either Party shall not be liable for failure or delay in the performance of a required obligation during any period where such failure or delay is caused by strike,



riot, fire, flood, natural disaster, and other similar cause beyond that Party's control, provided that such Party gives written notice to the other Party and resumes its performance within reasonable time.

Severability: If any provision(s) of this Agreement shall be held to be invalid, illegal, or unenforceable by Superior Court of King County, State of Washington, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The remaining provisions of this Agreement shall be enforceable to the extent permissible under the laws of the State of Washington.

No Implied Waivers: No failure or delay by AKTIVOV or the Licensee in enforcing any right or remedy under this Agreement shall be construed as a waiver of any future or other exercise of such right or remedy by AKTIVOV or the Licensee.

Order of Precedence: Any conflict between the terms of this License Agreement and any other agreements or other terms shall be resolved in favor of the terms of this License Agreement.

Governing Law: This Agreement shall be construed and enforced in accordance with, and be governed by, the laws of the State of Washington without reference to conflict of laws principles. Both AKTIVOV and the Licensee hereby consent to pursue any legal procedures in Superior Court of King County, State of Washington, and waive their rights to change venue.

Dispute Resolution: Both Parties will attempt to settle any claim or controversy arising out of this Agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. If those attempts fail, then the dispute will be mediated by a mutually acceptable mediator to be chosen by both Parties within thirty (30) calendar days after written notice by one of the Parties demanding non-binding mediation. Neither Party may unreasonably withhold consent to the selection of a mediator. By mutual agreement, however, AKTIVOV and the Licensee may postpone arbitration until both parties have completed reasonable discovery about the dispute. If the Parties are unable to agree upon a mediator, then a mediator shall be assigned by the presiding judge of the Superior Court of King County, State of Washington. Each Party shall pay its own attorney fees and costs incurred in the mediation. Any dispute which cannot be resolved by the Parties through mediation within ninety (90) calendar days of the initial demand for it by one of the Parties, may be submitted to the Superior Court of King County, State of Washington, for resolution. Both Parties consent to jurisdiction by such court. Both Parties confirm that any such litigation may be subject to the applicable rules for arbitration of matters in Superior Court of King County, State of Washington. Both Parties agree that this dispute shall be decided either by an arbitrator pursuant to said rules or by a judge, and both Parties knowingly and fully and forever waive the right to have any dispute between the Parties resolved by a jury. Nothing shall prevent either of the parties from resorting to the judicial proceedings mentioned in this paragraph if



(a) good faith efforts to attempt resolution of the dispute under these procedures have been unsuccessful; or (b) interim relief from the court is necessary to prevent serious and irreparable injury to one of the parties or others.

Entire Agreement: This Agreement constitutes the sole and entire Software License Agreement of the parties as to the matter set forth herein and supersedes any previous agreements, understandings, and arrangements between the parties relating hereto. Except as otherwise expressly provided herein, any Amendments to this Agreement must be in writing and signed by an authorized representative of each Party.

Data Confidentiality Statement: The Parties recognize that the Licensee's data hosted by AKTIVOV will remain the Licensee's property, and may be subject to public disclosure. Data provided by either Party, either before or after the Effective Date of this Agreement shall only be used for its intended purpose. Neither Party shall utilize nor distribute the data in any form without the prior expressed written approval of the Party that owns the data.

While providing the Services under this Agreement, both Parties may encounter personal information, licensed technology, software, documentation, drawings, schematics, manuals, data and other materials described as "Confidential", "Proprietary," or "Business Secret". Note that all information related AKTIVOV are Confidential, and should be protected from any competitor(s) by the Licensee. No Party shall disclose or publish the information and material received or used in performance of this Agreement. This obligation is perpetual; provided, the Agreement imposes no obligation upon a Party with respect to confidential information which the Party can establish that: (i) was in the possession of, or was rightfully known by the Party without an obligation to maintain its confidentiality prior to receipt from another Party; (ii) is or becomes generally known to the public without violation of this Agreement; (iii) is obtained by the receiving Party in good faith from a third party having the right to disclose it without an obligation of confidentiality; or, (iv) is independently developed by a Party without the participation of individuals who have had access to that Party's or the third party's confidential information. If either Party is required by law to disclose confidential information, the disclosing Party shall notify the other Party of such requirement prior to disclosure.

If any software, data and related materials, exchanged between the Parties are to be protected under the law, both Parties shall clearly identify each such item with words such as "CONFIDENTIAL", "PROPRIETARY," or "BUSINESS SECRET." If a request is made for disclosure of such item, each Party shall determine whether the material should be made available under applicable Washington law and inform the other Party. If the material or parts thereof are determined by any Party to be exempt from public disclosure, those exempted documents or information or portions thereof shall not be released. If any Party determines the material is not exempt from public disclosure law, or any Party is not in the position to make such a determination, the Party shall notify the other Party of the public records request and allow the other Party fifteen (15) business days to obtain a court order enjoining the Party from disclosing the requested public record or portions thereof. If any



Party fails or neglects to obtain such a court order within said period, the other Party shall release the requested public records. By signing this Agreement, both Parties agree to the procedure set forth in this Subsection and shall have no claim against each other on account of actions taken under such procedure.

Notices: The following contact information will be used for mailing any notices by email or certified mail. Each Party will update the notice contact information below in writing (mail or email) if anything changes within 10 business days of such change.

Arnab Bhowmick
AKTIVOV LLC
24919 SE 41st Dr,
Sammamish, WA 98029
Email: arnab@aakavs.com

Rocky Wallace
Public Works Director,
City of Selah, WA,
115 W Naches Ave, #1, Selah, WA 98942
Email: Rocky.Wallace@selahwa.gov

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective, valid, and binding upon the Parties as of the date below as executed by their duly authorized representatives.

Accepted and Agreed:

AKTIVOV LLC

Name: Arnab Bhowmick

Title: Founder

Date: 01/12/2023

Signature: _____

City of Selah, WA

Name: Sherry Raymond

Title: Mayor

Date: 2-14-2023

Signature: Sherry Raymond



Quote

Aktivov Asset Management

QUOTE # SELAHWA/2023/001

DATE: 01/11/22

VALID TILL: 02/15/23

Attn: Rocky Wallace

Public Works Director

City of Selah, WA

ITEM DESCRIPTION	Start Price for Year 1	Annual Maintenance and Support Year 2
A. Aktivov Backflow Management Software (hosted system) license and Professional Services included: a. Implementation Timeline: 1 to 2 months	\$4,500 - \$1,000 = \$3,500 (special discount provided)	\$2,200

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- g. Test Cycles
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- f. User testing and acceptance
- g. Fix bugs
- h. Test cycles – alpha, beta, GO LIVE
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- j. Production Rollout

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- b. Access to support, web training, online learning center, and bug ticketing system
- c. Monitor and fix all bugs as reported
- d. Unlimited Phone, web, and email support

Thank you for your business. Please contact me if you have any questions. We are looking forward to get you started.

Thanks and Best Regards,

A handwritten signature in black ink, appearing to read 'Arnab Bhowmick'.

Arnab Bhowmick,

Aktivov Asset Management.

arnab@aktivov.com

425.245.3569



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 2/14/2023

Agenda Number: **13-F** *On Consent*

Action Item

Title: Resolution Declaring the Crusher Canyon Road Sanitary Sewer Improvements Project as Complete and Accepting the Work and Materials

From: Rocky D. Wallace, Public Works Director

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: N/A

Funding Source: 415

Background/Findings/Facts: The City contracted with TTC Construction, Inc., to install a new sanitary sewer line in Crusher Canyon Road. The contractor's scope of work is finished and all materials are in place. The City's retained engineering firm – HLA Engineering and Land Surveying, Inc. (HLA) – inspected the work and materials, and has not noticed any defects or deficiencies. The work appears to meet the contract specifications. Thus, HLA recommends that the City Council approve a Resolution that declares the project as complete and that accepts the work and materials.

Recommended Motion: I move to approve the Resolution in the form presented.

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date:	Action Taken:
7/26/2022	Resolution No. 2933 authorizing the Mayor to sign Change Order No. 1 with TTC Construction, Inc., on the Crusher Canyon Road Sanitary Sewer Improvements Project
4/26/2022	Resolution No. 2909 authorizing the Mayor sign, on behalf of the City, a two-page written contract with Baer Testing & Engineering, Inc., for work on certain components of the Selah Crusher Canyon Road Sanitary Sewer Improvements Project

- 4/26/2022 Resolution No. 2908 authorizing the Mayor sign a construction contract between the City of Selah and TTC Construction, Inc., for the Crusher Canyon Road Sanitary Sewer Improvements Project
- 2/8/2022 Resolution No. 2898 authorizing the Mayor and City Attorney to sign a contract with the Washington State Department of Commerce for the Crusher Canyon Sanitary Sewer Improvements Project
- 6/8/2021 Resolution No. 2854 authorizing the Mayor to sign Task Order 2021-07 between the City of Selah and HLA Engineering and Land Surveying, Inc., to study potential traffic impacts to the City's transportation system that would result from the full build-out of the Crusher Canyon Sewer Area
- 5/11/2021 Resolution No. 2846 authorizing the Mayor to sign Task Order 2021-01 between the City of Selah and HLA Engineering and Land Surveying, Inc. to provide Engineering and Land Surveying Services for the Crusher Canyon Wastewater Collection System Improvements

RESOLUTION NO. 2981

RESOLUTION DECLARING THE CRUSHER CANYON ROAD SANITARY
SEWER IMPROVEMENTS PROJECT AS COMPLETE AND ACCEPTING THE
WORK AND MATERIALS

WHEREAS, the City contracted with TTC Construction, Inc., to make certain sanitary sewer improvements on Crusher Canyon Road; and

WHEREAS, all work is finished and all materials are in place; the City's retained engineering firm – HLA Engineering and Land Surveying, Inc. (HLA) – inspected the work and materials; and no defects or deficiencies were noted; and

WHEREAS, the work appears to meet the contract specifications, and thus HLA recommends that the City Council declare the project as complete and accept the work and materials;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the project known as Crusher Canyon Road Sanitary Sewer Improvements Project is declared as complete and the City accepts the work and materials.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 14th day of February, 2023.

ATTEST:

Sherry Raymond
Sherry Raymond, Mayor

Dale Novobielski
Dale Novobielski, Clerk Treasurer

APPROVED AS TO FORM:

Rob Case
Rob Case, City Attorney



January 30, 2023

City of Selah
115 W. Naches Ave.
Selah, WA 98942

Attn: Rocky Wallace
Public Works Director

Re: City of Selah
CRUSHER CANYON ROAD SANITARY SEWER IMPROVEMENTS
HLA Project No.: 21065c
Recommendation of Project Acceptance

Dear Mr. Wallace:

Enclosed is Progress Estimate No. 5, designated as the Final for work performed by TTC Construction, Inc. through November 14, 2022 on the above reference project. This progress estimate was previously considered and accepted by the City of Selah Council, and consequently paid, therefore, no further payment is due at this time.

This letter serves as our recommendation for acceptance of this project by your City Council. We have reviewed the work performed by TTC Construction, Inc. on this project and believe it has been completed satisfactorily.

Retainage in the amount of \$53,693.66 shall continue to be withheld by the City of Selah until the following items are completed.

Once the Selah City Council has accepted the project as complete, please notify our office. As requested, the Notice of Completion will be drafted and sent to Mr. Dale Novobielski, City Clerk/Treasurer for his review and approval. Following approval from Mr. Novobielski, we will file the Notice of Completion on behalf of the City of Selah to the State of Washington Dept. of Labor & Industries, Employment Security Dept., and Dept. of Revenue.

Retainage shall be paid to TTC Construction, Inc. within 60-days from the date the following items are complete:

1. The City of Selah has confirmed there are no outstanding liens or claims for labor and materials furnished on this project filed with the City.
2. The City has received releases from the Department of Revenue, Department of Labor and Industries and the Employment Security Department for this contract. Please email a copy of each to our office and we will place them in your construction file.
3. The City will receive the following from HLA Engineering and Land Surveying, Inc. (HLA) in an electronic One Drive link for download to the City's project file:

- A copy of completed punch list including items identified during the final walk-through inspection which have been completed by TTC Construction, Inc.
- A neatly marked electronic PDF set of record drawings.
- A Final Contract Voucher Certification from the Contractor which certifies their work is complete in accordance with the contract documents and affirms that all subcontractors, suppliers, and employees have been paid for this project. (This is included with the Final Progress Estimate)

The required project labor documents will be sent to you electronically in a One Drive Link for download to the City of Selah's project file and will include:

- a. Request to Sublet and required verifications for all contractors who worked on the project.
- b. Approved Statement of Intent to Pay Prevailing Wages and Affidavits of Wages Paid for all contractors who worked on the project.

Our office will retain the project files for the City of Selah should you need to access them in the future.

Please contact this office if you have questions or if we may furnish additional information.

Very truly yours,

Stephen S. Hazzard, PE

SSH/asr

Enclosures

Copy: Joe Henne, Dale Novobielski, City of Selah
AJ Heckart, McKay Perman, TTC Construction, Inc.
Dennis Peralá, Eric Hovorka, HLA
Brad Schilperoort, Brett Sheffield, Yakima County



December 19, 2022

City of Selah
115 W. Naches Ave.
Selah, WA 98942

Attn: Rocky Wallace, Public Works Director

Re: City of Selah
Crusher Canyon Road Sanitary Sewer Improvements
HLA Project No.: 21065C
Progress Estimate No.: 5 and Final

Dear Rocky:

Enclosed is Progress Estimate No. 05 and Final for work performed by TTC Construction Inc., through November 14, 2022, in connection with their contract on the above referenced project. The amount due the Contractor of \$43,967.36 is net after retainage, per the contract documents.

Submission of Certified Payrolls for TTC Construction, Inc. and subcontractors are not required for City of Selah review. We recommend this Progress Estimate be considered and approved by the City of Selah.

Once the contractually required documents and closeout items have been received from TTC Construction, Inc., we will send a recommendation of project acceptance by the City of Selah.

Please contact our office if you have questions or if we may furnish additional information.

Very truly yours,

A handwritten signature in black ink, appearing to read "Stephen S. Hazzard", is written over a horizontal line.

Digitally signed by Stephen S.
Hazzard
Date: 2022.12.20 08:28:44 -08'00'

Stephen S. Hazzard, PE

SSH/jld

Enclosures

Copy: A.J. Heckart, TTC Construction, Inc.
Dennis Perala, HLA
Angie Ringer, HLA

CONSTRUCTION PROGRESS ESTIMATE

CITY OF SELAH

Crusher Canyon Road Sanitary Sewer Improvements

HLA PROJECT NO.: 21065C

TO: TTC Construction, Inc.

12871 Summitview Road

Yakima, WA 98908

PROGRESS ESTIMATE NO.: 5 and Final

FROM: Nov. 01, 2022

TO: Nov. 14, 2022



BID ITEM NO.	SCH. OF WORK	DESCRIPTION	UNIT	CONTRACT TOTAL (Contract + COs)			TOTAL WORK TO DATE		PREVIOUS PAID		AMOUNT DUE NOW (Total - Previous)		PERCENT CONTRACT COMPLETE
				QTY	UNIT PRICE	COST	QTY	COST	QTY	COST	QTY	COST	
1	A	Minor Change	FA	1	\$ 25,000.00	\$ 25,000.00	1.08	\$ 26,916.27	0.03	\$ 681.39	1.05	\$ 26,234.88	108%
2	A	Mobilization	LS	1	\$ 20,000.00	\$ 20,000.00	1	\$ 20,000.00	1	\$ 20,000.00	0	\$ -	100%
3	A	Project Temporary Traffic Control	LS	1	\$ 18,000.00	\$ 18,000.00	1	\$ 18,000.00	0.77	\$ 13,937.50	0.23	\$ 4,062.50	100%
4	A	Unclassified Excavation Incl. Haul	CY	50	\$ 87.90	\$ 4,395.00	50.71	\$ 4,457.41	50.71	\$ 4,457.41	0	\$ -	101%
5	A	Crushed Surfacing Top Course	TON	375	\$ 54.38	\$ 20,392.50	596.94	\$ 32,461.60	371.39	\$ 20,196.19	225.55	\$ 12,265.41	159%
6	A	HMA Cl. 1/2-Inch PG 64H-28	TON	1,960	\$ 124.00	\$ 243,040.00	1,966.90	\$ 243,895.60	1,966.90	\$ 243,895.60	0	\$ -	100%
7	A	Manhole 48 In. Diam. Type 1	EA	17	\$ 5,050.00	\$ 85,850.00	17	\$ 85,850.00	17	\$ 85,850.00	0	\$ -	100%
8	A	Adjust Manhole	EA	3	\$ 880.00	\$ 2,640.00	4	\$ 3,520.00	4	\$ 3,520.00	0	\$ -	133%
9	A	Shoring or Extra Excavation	LF	4,425	\$ 2.30	\$ 10,177.50	4,460.35	\$ 10,258.81	4,460.35	\$ 10,258.81	0	\$ -	101%
10	A	Select Backfill, as Directed	CY	6,200	\$ 34.00	\$ 210,800.00	4,883.49	\$ 166,038.66	4,883.49	\$ 166,038.66	0	\$ -	79%
11	A	Adjust Valve Box	EA	3	\$ 880.00	\$ 2,640.00	3	\$ 2,640.00	3	\$ 2,640.00	0	\$ -	100%
12	A	PVC Sanitary Sewer Pipe 12 In. Diam.	LF	4,360	\$ 101.90	\$ 444,284.00	4,360	\$ 444,284.00	4,360	\$ 444,284.00	0	\$ -	100%
13	A	PVC Sanitary Sewer Pipe 8 In. Diam.	LF	65	\$ 87.30	\$ 5,674.50	53	\$ 4,626.90	53	\$ 4,626.90	0	\$ -	82%
14	A	Erosion/Water Pollution Control	FA	1	\$ 2,500.00	\$ 2,500.00	0	\$ -	0	\$ -	0	\$ -	0%
15	A	Pavement Markings	LS	1	\$ 5,500.00	\$ 5,500.00	1	\$ 5,500.00	1	\$ 5,500.00	0	\$ -	100%
16	A	Controlled Density Fill	CY	20	\$ 226.00	\$ 4,520.00	24	\$ 5,424.00	24	\$ 5,424.00	0	\$ -	120%

Subtotal
8.3% Sales Tax
Project Total

\$ 1,105,413.50
\$ 91,749.32
\$ 1,197,162.82

\$ 1,073,873.25
\$ 89,131.48
\$ 1,163,004.73

\$ 1,031,310.46
\$ 85,598.77
\$ 1,116,909.23

97%

Project Total (Including Sales Tax)
Retainage Withheld 5%
Plus Materials on Hand
Amount Due Progress Estimate No. 5 and Final

\$ 1,163,004.73
\$ (53,693.66)
\$ -
\$ 1,109,311.07

\$ 1,116,909.23
\$ (51,565.52)
\$ -
\$ 1,065,343.71

\$ 46,095.50
\$ (2,128.14)
\$ -
\$ 43,967.36

97%

I hereby certify that the foregoing is a true and correct statement of the work performed under this contract.

Digitally signed by Stephen S.

Hazzard

Date: 2022.12.20 08:28:24 -08'00'

Stephen S. Hazzard, PE

I hereby accept the Final Progress Estimate and Final Contract Voucher Certification, in accordance with Section 1-09.9 of the WSDOT Standard Specifications.

Tyler Schroder
TTC Construction, Inc.

CONSTRUCTION PROGRESS ESTIMATE - SCHEDULE OF VALUES

City of Selah
Crusher Canyon Road Sanitary Sewer Improvements

TO: TTC Construction, Inc.
12871 Summitview Road
Yakima, WA 98908

HLA PROJECT NO.: 21065C



BID ITEM NO.	BID ITEM NAME	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	PERCENT OF ITEM COMPLETE
2	Mobilization	5% Complete = 50% payment of Mobilization	1	LS	\$10,000.00	\$ 10,000.00	100%
2	Mobilization	10% Complete = 100% payment of Mobilization	1	LS	\$10,000.00	\$ 10,000.00	100%
3	Project Temporary Traffic Control	Initial Set Up	1	LS	\$6,000.00	\$ 6,000.00	100%
3	Project Temporary Traffic Control	Daily Traffic Control	80	DAY	\$125.00	\$ 10,000.00	100%
3	Project Temporary Traffic Control	Take Down	1	LS	\$2,000.00	\$ 2,000.00	100%
15	Pavement Markings	100% Complete	1	LS	\$5,500.00	\$ 5,500.00	100%



Final Contract
Voucher Certification
City of Selah

PROJECT NAME: Crusher Canyon Road Sanitary Sewer Improvements

PROJECT NUMBER: 21065C

Date Work Physically Completed: June 11, 2021

Final Contract Amount: \$1,163,004.73

All work on the above referenced project has been completed in accordance with the contract documents and the final inspection has been completed, including all required project documentation.

I, the undersigned, certify and declare, under penalty of perjury under the laws of the State of Washington, that the foregoing is true and correct: I am authorized to sign for the claimant; that in connection with the work performed and, to the best of my knowledge, no loan, gratuity or gift in any form whatsoever has been extended to any employee of the City of Selah; nor have I rented or purchased any equipment or materials from any employee of the City of Selah; that the attached final estimate is a true and correct statement showing all the monies due the claimant from the City of Selah for work performed and material furnished under this Contract; that I have carefully examined said final estimate and understand the same and; that I, on behalf of the claimant, hereby release and forever discharge the City of Selah from any and all claims of whatsoever nature which I or the claimant may have, arising out of the performance of said Contract, which are not set forth in said final estimate.

The undersigned, authorized representative of TTC Construction, Inc., also hereby certifies that all subcontractors, suppliers, and employees have been paid in accordance with the Contract Documents and all applicable laws, except for Retainage, if any, remaining to be paid.

Contractor: TTC Construction, Inc.

Address: 12871 Summitview Road
Yakima, WA 98908

Authorized Official: Tyler Schroder Date: 11/22/2022
TTC Construction, Inc. Signature

Print Name: Tyler Schroder Title: Controller



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 2/14/2023

Agenda Number: 13-6

Action Item

Title: Resolution Scheduling a Public Hearing on the Proposed City of Selah's 6-Year Parks and Recreation Plan 2023-2028

From: Rocky D. Wallace, Public Works Director

Action Requested: Approval

Staff Recommendation:

Board/Commission Recommendation: N/A

Fiscal Impact: N/A

Funding Source:

Background/Findings/Facts: This is a periodic update of a preexisting City plan. The City desires to update its Parks and Recreation Plan. The current Plan expired in 2018, an interim Plan was partially drafted in 2020 but not adopted. To be eligible for funding through the Washington State Recreation Conservation Office (RCO), the City is required to have an updated Parks and Recreation Plan. An updated Plan, labeled City of Selah's 6-Year Parks and Recreation Plan 2023-2028, has been prepared. It will satisfy the requirements of RCO and also the Growth Management Act. Prior to the City Council adopting the updated Plan, the City must have a public hearing to enable public input.

City staff is requesting that a public hearing relative to the proposed City of Selah's Parks and Recreation Plan 2023-2028 be held on February 28, 2023, during the regular City Council meeting.

Recommended Motion: I move to approve the Resolution in the form presented

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date: **Action Taken:**

1/25/2022 Resolution No. 2894 authorizing the Mayor to sign "Task Order NO. 2022-01 between the City and HLA Engineering and Land Surveying, Inc., to obtain professional engineering services related to the City's Parks and Recreation Plan Update.

RESOLUTION NO. 2982

RESOLUTION SCHEDULING A PUBLIC HEARING ON THE CITY OF SELAH'S
PROPOSED 6-YEAR PARKS AND RECREATION PLAN 2023-2028

WHEREAS, approximately every six years the City is required to update and amend, if necessary, its Parks and Recreation Plan; and

WHEREAS, the City is required to conduct a public hearing prior to adopting the Plan, so that public input can be received and considered; and

WHEREAS, a proposed updated Plan, labeled City of Selah's 6-Year Parks and Recreation Plan 2023-2028, has been prepared and is ready for a public hearing; and

WHEREAS, the City desires to schedule a public hearing regarding the proposed Plan;

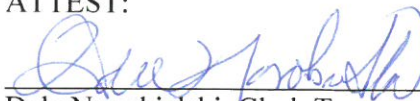
NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that a public hearing is hereby scheduled for February 28, 2023, at the time of 5:30 p.m. (or as soon thereafter as the proves practicable) before the City Council at the City of Selah Council Chambers, 115 West Naches Avenue, Selah, Washington, regarding the City's proposed 6-Year Parks and Recreation Plan 2023-2028; and

FURTHER, that any interested member(s) of the public are invited to appear in person and offer comments and/or to submit advance written comments; and

FURTHER, that the City Clerk/Treasurer is directed to take appropriate measures to ensure that notice of the Public Hearing is appropriately published.

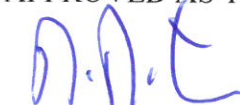
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 14th day of February 2023.

ATTEST:


Dale Novobielski, Clerk Treasurer


Sherry Raymond, Mayor

APPROVED AS TO FORM:


Rob Case, City Attorney