



SELAH CITY COUNCIL

May 23, 2023

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: May 23, 2023
5:30 pm: Regular Meeting

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

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

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 Bishop Stuart Cardon, the Church of Jesus Christ of Latter-day Saints**
- 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)**
 - Friendly Automotive (Ryan Roberts)
- 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) - None
- B. Reading of received written comments (up to 2 minutes each) – None
- 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.

- | | | |
|----|---------------------|---|
| A. | Treesa
Morales | * Approval of Minutes from May 9, 2023 Council Meeting |
| B. | Dale
Novobielski | * Approval of Claims & Payroll |
| C. | Rocky
Wallace | Resolution 13-A. Resolution Authorizing the Mayor to Sign “Amendment No. 1” to “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 | Resolution 13-B. Resolution Authorizing the Mayor to Sign “Change Order No. 2” with Midway Underground LLC, Relative to the City’s Valleyview Avenue, South Third Street and Southern Avenue Improvements Project |
| E. | Rocky
Wallace | Resolution 13-C. Resolution Authorizing Public Works to Purchase a New Aries Pathfinder Sewer Camera System and to Surplus the City’s Existing Rovver Outpost Sewer Camera System |
| F. | Rocky
Wallace | Resolution 13-D. Resolution Authorizing Public Works to Purchase Materials Related to the RTC School Beacon Upgrade |
| G. | Rocky
Wallace | Resolution 13-E. Resolution Authorizing Public Works to Replace the Traffic Signal Detection Equipment at the Intersection of First Street and Fremont Avenue |
| H. | Rocky
Wallace | Resolution 13-F. Resolution Authorizing the Mayor or Public Works Director to Sign a Two-Page Amendment No. PTD0511-01 to Agreement No. PTD0511 between the Washington State Department of Transportation and the City |

- | | | |
|----|---------------------|---|
| I. | Dale
Novobielski | Resolution 13-G. Resolution Revising Rates for 2023 Solid Waste Utility Services |
| J. | James
Lange | Resolution 13-H. * Resolution authorizing the Mayor to sign an Interlocal Agreement with the Washington State Department of Social and Health Services for Fire and EMS services for the Yakima Valley School |

11) **Public Hearings** – None

12) **General Business**

- A. New Business – None
B. Old Business – None

13) **Resolutions**

- | | | |
|-----|---------------------|---|
| *A. | Rocky
Wallace | *Resolution Authorizing the Mayor to Sign “Amendment No. 1” to “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 |
| *B. | Rocky
Wallace | *Resolution Authorizing the Mayor to Sign “Change Order No. 2” with Midway Underground LLC, Relative to the City’s Valleyview Avenue, South Third Street and Southern Avenue Improvements Project |
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| *G. | Dale
Novobielski | *Resolution Revising Rates for 2023 Solid Waste Utility Services |

*H. James Lange * Resolution authorizing the Mayor to sign an Interlocal Agreement with the Washington State Department of Social and Health Services for Fire and EMS services for the Yakima Valley School

14) **Ordinances - None**

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
 - a. Jennifer Leslie – Planning Commission meeting minutes, April 19, 2023 Minutes.

16) **Executive Session - None**

17) **Adjournment**

Next Study Session: June 13, 2023

Regular Meeting: June 13, 2023

(~ **Reminder** ~ this is the only meeting in June)



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 5/23/2023

Agenda Number: 10-A *

Action Item

Title: Approval of Minutes, May 9, 2023 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 Meeting Minutes
May 9, 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; and 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 Tom Morris from Calvary Selah**
- 6) **Announcement of changes, if any, from previously-published agenda:**
- 7) **Getting to know local businesses, agencies and/or people**
- 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
- Katrina Henkle from the Selah Downtown Association presented information on the Selah Community Days event and the Selah Downtown Association. She explained that the Selah Community Days will have a shuttle from Selah Middle School to the Selah High School lower lot for attendees. Ms. Henkle notified council of some of the upcoming events hosted by the Selah Downtown Association and that B&O applications are still being accepted.
- 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 made a motion to move agenda item 13-A and 13-D off the consent agenda and discuss them jointly as has been done in the past since they are both considering ARPA Funds.

Councilmember Bell moved to approve the Consent Agenda as amended. Councilmember Wickenhagen seconded. Mayor Raymond restated the motion and asked Council for discussion. Hearing none, Mayor Raymond called for Roll Call. Executive Secretary Morales called roll: Councilmember Marquis – yes; Councilmember Bell – yes; Councilmember Costello – yes; Councilmember Carlson – yes; Councilmember Iverson – yes; Councilmember Wickenhagen – yes; Councilmember Peterson – yes.

Executive Secretary, Treesa Morales, read the Consent Agenda:

- A. Treesa Morales Approval of Minutes: April 25, 2023 Study Session and Council Meeting
- B. Dale Novobielski Approval of Claims and Payroll:
Payroll Checks No. 85545-85573 for a total of \$359,229.00
Claim Checks No. 179865-179934 for a total of \$967,663.00
- C. Rocky Wallace Resolution 13-B. Resolution Authorizing the Mayor to Sign
“Change Order No. 1” with Midway Underground, LLC, Relative to
the City’s Valleyview Avenue, South Third Street and Southern
Avenue Improvements Project
- D. Rocky Wallace Resolution 13-C. Resolution Authorizing the Mayor to Sign “Task
Order No. 2023-05” with HLA Engineering and Land Surveying,
Inc., for Professional Services Related to the City’s Naches Avenue
and City Hall Sidewalk Improvements Project
- E. Rocky Wallace Resolution 13-F. Resolution Authorizing the Mayor to Sign A
Seven-Page Solid Waste Interlocal Agreement with Yakima County

11) Public Hearings: None

12) General Business

- A. New Business - None
- B. Old Business – None

13) Resolutions

- A. **Resolution Authorizing the Public Works Director to Engage Intec Services, Inc., to Test the Eight Wood Poles on which the Wood Field Lights are Located, and to Potentially Thereafter Apply a Fumigant and External Treatment to the Poles**

After approaching the podium Public Works Director, Rocky Wallace asked Councilmember Carlson for his questions. Mr. Carlson asked Mr. Wallace how much money has been received from ARPA? Mr. Carlson expressed concerns over being able to afford it all. Mr. Wallace explained where matching money would come from. Discussion continued over council's desire to place repairs to the tennis courts higher on the list. Mr. Henne reminded council the resolution only allows the City to have the light poles at Carlon park tested. Once the City knows if the poles are sound or not, the Council can decide what to do regarding the lights. Mr. Carlson expressed his desire not to short the tennis courts funding after all the high school team has had to do this year by having to pay rent and play off site in Yakima. Councilmember Bell stated his request for City Staff to get a quote for just changing bulbs and ballasts, rather than replacing everything. Mr. Wallace said he would be happy to. Councilmember Marquis and Councilmember Wickenhagen agreed that repairs to the tennis courts were a higher priority to them, especially since the school is providing funds to help with repair costs to the tennis courts. Councilmember Iverson confirmed the project bid was for the north courts only. Mr. Wallace confirmed, yes.

After presentation, Councilmember Carlson moved to approved Resolution 13-A as presented. Councilmember Wickenhagen seconded. Mayor Raymond restated the motion and asked Council for discussion. Seeing no further discussion, Mayor Raymond requested 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, Resolution 13-A was approved.

B. *Resolution Authorizing the Mayor to Sign “Change Order No. 1” with Midway Underground, LLC, Relative to the City’s Valleyview Avenue, South Third Street and Southern Avenue Improvements Project

On consent agenda Resolution was passed upon approval of the consent agenda.

C. * Resolution Authorizing the Mayor to Sign “Task Order No. 2023-05” with HLA Engineering and Land Surveying, Inc., for Professional Services Related to the City’s Naches Avenue and City Hall Sidewalk Improvements Project

On consent agenda Resolution was passed upon approval of the consent agenda.

D. *Resolution Authorizing the Mayor to Sign “Task Order No. 2023-04” with HLA Engineering and Land Surveying, Inc., for Professional Services Related to the City’s Carlon Park Tennis Courts Reconstruction Project

Continuing the discussion from Resolution 13-A, Councilmember Wickenhagen moved to approved the resolution as presented. Councilmember Carlson seconded. Mayor Raymond restated the motion and asked Council for discussion. Seeing no further discussion, Mayor Raymond requested 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, Resolution 13-D was approved.

E. *Resolution Adopting the 2023 Yakima County Solid and Moderate Risk Waste Management Plan, Dated April 2023

After presentation, Councilmember Costello moved to approved the resolution as presented. Councilmember Bell seconded. Mayor Raymond restated the motion and asked Council for discussion.

Councilmember Wickenhagen asked Mr. Wallace what would happen if the council decided not to pass resolution 13-E. Mr. Henne answered, the City would have to develop and adopt our own plan.

Councilmember Bell requested large documents such as this plan be provided to Councilmembers electronically and only the AIS, Resolution, and Summary Sheet be printed for the packet. Mr. Henne asked Council if they all agreed. Although no one voiced their approval, let the record show that all councilmembers nodded their head in agreement.

Seeing no further discussion, Mayor Raymond requested 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, Resolution 13-E was approved.

F. Resolution Authorizing the Mayor to Sign A Seven-Page Solid Waste Interlocal Agreement with Yakima County

On consent agenda Resolution was passed upon approval of the consent agenda.

14) Ordinances - None

15) Reports/Announcements

A. Departments

- Fire: Chief Lange notified the council of some budget spending, which included a lower-than-expected cost to replace the carpet as council previously approved. Therefore, Chief Lange is planning to take the savings from the carpet project and purchase a new stove for the station, and he just wanted to let council know. Chief provided a department update and information on recently attended county-wide meetings, including the recent county-wide meeting where the DCR program was discussed. Chief Lange stated he

believed it went well and the current request is for 7 DCR's for the county, which Chief Lange says he believes is not quite enough and the Chief's throughout the valley are asking for 9 and vehicles for the DCR staff to get around.

Councilmember Carlson asked how many DCR's are currently in the county. Chief Lange stated there are 3 for the City of Yakima and 2 in the county. Councilmember Costello clarified that if the hope is for 7, that would mean two more would need to be hired? Chief Lange confirmed, yes, but the currently plan is that not all of them will be master's level DCR's, some will be peer support staff.

Mayor Raymond asked if the "True Blood" money is used for this DCR program, what happens to the programs that the "True Blood" money is currently funding? Chief Lange explained that the County Commissioners said they would fill the gap with the mental health tax.

Chief Lange concluded this department report.

- Police: Chief Christman gave a department update on the two new officers and their recent departure to Burien to complete their Academy. Chief Christman stated that the regional swat team is progressing quickly and involved parties are hoping to have the program up and running by January 1st. Chief Christman also provided feedback on the DCR Program, and also stated that he has been working on a regional radio system where the police departments are hoping to integrate police departments and fire departments and improve communications. Chief Christman stated that the fire departments are happy with their current system, which has been better maintained and kept up today, whereas Yakima as one of the oldest systems in the state; Chief expressed concerns that, currently, fire and police cannot talk to each other, making it dangerous in more ways than one. Chief also updated the council on the Yakima County Coordinated Response team for Domestic Violence.

Councilmember Carlson asked about the radio program. And asked if the police department could communicate with the Fire Department. Chief Lange explained it is possible, but in order to do so, channels must be changed which can be dangerous when the officers are hurrying to a call. Mr. Carlson asked what the solution is, if the Fire department is happy with their system, but the PD wants a new one, but they can't communicate. Mr. Carlson asked why the City should spend money on a new one, if the FD one is good? Chief Lange explained that the fire department (FD) system is not big enough to hold the police department (PD) also, especially with their large data files such as those from their body cameras. Chief Christman gave thoughts on the subject as well.

- Planning Department: Jeff Peters stated he had no report. Councilmember Iverson asked if surveys were still being turned in. Mr. Peters confirmed, yes, the City is getting approximately five (5) to six (6) a week. Mr. Peters also explained the planning department plans to have a booth at the community days event where they will encourage people to take the survey and provide feedback on housing options they prefer. Mr. Peters also said there will be a second survey starting in June, which will be hosted by The Beckwith Consulting Group.

- Public Works: Rocky Wallace gave update on the department and current projects.
- Finance: Dale Novobielski gave report on city finances.

B. Councilmembers

- Councilmember Marquis gave update on Selah Community Days Association meeting she recently attended, also commented on the parade.
- Councilmember Bell shared on his recent work with SPRSA and their annual clean up day.
- Councilmember Carlson notified the Mayor that he plans to submit paperwork to run for council again.

C. **City Attorney** – Mr. Case informed the council that the had a recent phone conversation with the Attorney from the SAFE group. Mr. Case said they talked about the City's effort to comply with the settlement agreement and the upcoming elections. Mr. Case said he also relayed the two names for the mural commission, and that he received an email from the Attorney's associates regarding their mural commission members which include two teachers from the Yakima School District. Mr. Case says that the expect work on the mural project to start soon.

D. **City Administrator** – Mr. Henne notified council that Union negotiations regarding the Collective Bargaining Agreement are starting.

E. **Mayor Raymond** – Mayor Raymond asked Mr. Wallace if Public Works is keeping an eye on the surface at Volunteer Park. Mr. Wallace confirmed, yes. Mayor Raymond reminded council of the AWC at the end of June and requested councilmembers contact Ms. Morales if they would like to attend.

Mayor Raymond stated the Council would take a five-minute break and then go into executive session. City Attorney Case stated there needs to be a two-part announcement for the executive session, which he would be happy to provide to the Council on behalf of the Mayor. After Mayor Raymond agreed, Mr. Case, stating that the following must be publicly announced, read from RCW 42.30.110(2), "...the purpose for excluding the public from the meeting place, and the time when the executive session will be concluded." Mr. Case then stated the reason for the meeting was in RCW 42.30.110(1)(b), "to consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price," and that the executive session would start after the five (5) minute break at 6:36pm and end at 7:06pm.

16) Executive Session: RCW 42.30.110(1)(b)

Council started the executive session at 6:36pm under RCW 42.30.110(1)(b). The amount of time scheduled for the executive session is 30 minutes.

Council went back on the record at 7:06pm.

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

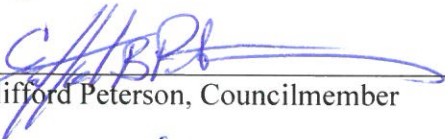
The meeting adjourned at 7:27 pm.



Roger Bell, Councilmember




Jared Iverson, Councilmember



Clifford Peterson, Councilmember



Michael Costello, Councilmember



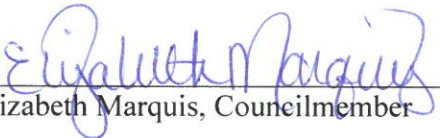
Sherry Raymond, Mayor



Russell Carlson, Councilmember

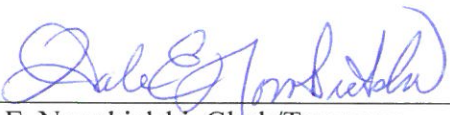


Kevin Wickenhagen, Councilmember



Elizabeth Marquis, Councilmember

ATTEST:



Dale E. Novobielski, Clerk/Treasurer



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 5/23/2023

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: 5/23/2023

Agenda Number: 13-A*

Action Item

Title: Resolution Authorizing the Mayor to Sign "Amendment No. 1" to "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: Additional \$40,000.00, which combined with the previously-approved \$60,400.00 brings the new total to \$100,400.00 for HLA's fees (which will be followed by another \$414,539.91 for materials and installation)

Funding Source: 411, Water Fund

Background/Findings/Facts: This pertains to the City's North Wenas Road/State Route 823 Water Main Improvements Project.

City staff requested a waiver from the Washington State Department of Transportation (WSDOT) to either reduce or remove the administration fees that WSDOT would charge relative to the City's water main project, and to instead have such fees attributed to a WSDOT grind and overlay project. Unfortunately, WSDOT denied the City's request and notified the City that an administrative fee of an additional twenty-seven percent (27%) would be added, thus bringing the total construction costs to an estimated \$543,802.77.

City staff and HLA believe that it is in the City's best interest to do the water main improvements as a stand-alone project to save the City funds.

The attached proposed Resolution will, if approved, authorize the Mayor to sign Amendment No.1 to Task Order No. 2023-03. 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 \$514,939.91.

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:

2/14/2023

Resolution No. 2978 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

RESOLUTION NO. 3014

RESOLUTION AUTHORIZING THE MAYOR TO SIGN "AMENDMENT NO. 1" TO "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; and

WHEREAS, this work was originally contemplated to occur concurrently with the Washington State Department of Transportation's upcoming grind and overlay project on North Wenas Road, but now the City has decided to proceed with this work as a stand-alone City project; and

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

WHEREAS, HLA has drafted "Amendment No. 1" to "Task Order No. 2023-03", which recites HLA's additional scope of work and HLA's expected maximum fees of \$100,400.00; and

WHEREAS, the terms of Amendment No.1 are acceptable to City staff and City staff recommends that the City Council authorize the Mayor to sign it; and

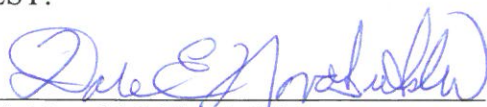
WHEREAS, the total costs on this Project, including HLA's fees, will be at least \$514,939.91;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON that the Mayor be and is authorized to sign "Amendment No. 1" to "Task Order 2023-03" with HLA in the form appended hereto.

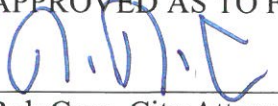
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 23rd day of May, 2023.


Sherry Raymond, Mayor

ATTEST:


Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:


Rob Case, City Attorney



HLA

Engineering and Land Surveying, Inc.

*** TRANSMITTAL ***

Date: May 16, 2023

Project No.: 23052E

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
Amendment No. 1 Task Order No. 2023-03

We are sending you the attached following items:

Two (2) Original Amendment Task Order Agreements

Comment:

Rocky:

Attached for your review and consideration are two (2) signed original Amendment No. 1 to Task Order No. 2023-03 agreements for the N. Wenas Road (SR 823) Water Main Improvements project.

Please execute Amendment No. 1 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: 

G:\Contracts & Task Orders\Selah\2023\2023-05-16 23052 Amendment 1 to Task Order 2023-03 N. Wenas Rd. (SR 823) Water Main Imprvmnts Trans.docx

AMENDMENT NO. 1
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 prior to the WSDOT SR 823 grind and overlay project. This project was originally planned to be constructed as part of the WSDOT contract but will now be constructed as a separate City project.

REASON FOR ADDENDUM NO. 1:

Amendment No. 1 to Task Order No. 2023-03 revises the Scope of Services, Time of Performance, and the Fee for Service to reflect the change in scope needed to address the following:

- Design plans and specifications were originally planned to be incorporated into WSDOT bid package. Complete contract documents need to be prepared to bid the project separately.
- Bidding Services were planned to be completed by WSDOT and will now be conducted by HLA.
- Traffic control and TESC plans were excluded and anticipated to be part of the WSDOT plans but now need to be part of the water main plans.
- Construction contract administration and management was planned to be completed by WSDOT but will now be completed by HLA for the separate water main construction contract.

SCOPE OF SERVICES:

Scope of Services for Task Order No. 2023-03, shall be amended as follows:

1.0 Design Engineering

Delete Item 1.10 and 1.11 from Task Order No. 2023-03 and add the following:

- 1.10 Prepare traffic control and TESC plans for the water main improvements project area.
- 1.11 Furnish one (1) electronic and six (6) paper copies of final water main plans and specifications for bidding and construction contracts.
- 1.12 Prepare the advertisement for bids and transmit to newspapers as selected by the CITY. Advertising fees will be paid by the CITY.
- 1.13 Post contract documents to HLA website for potential bidders and Plan Center access and maintain Planholder list.

- 1.14 Notify dry utility companies of pending construction, including power, cable, natural gas, and telephone and direct them to HLA website for plans and specifications.
- 1.15 Answer and supply such information as requested by prospective bidders.
- 1.16 Prepare and issue addenda to contract documents, if necessary.
- 1.17 Attend bid opening and participate in prospective bidder evaluation process.
- 1.18 Prepare tabulation of all bids received by the CITY and review bidder's qualifications.
- 1.19 Make recommendation to the CITY of construction contract award to the lowest responsible bidder.

2.0 Construction Engineering

Delete Item 2.1 through 2.5 of Task Order 2023-03 and add the following:

- 2.1 Prepare and transmit Notice of Award to the Contractor.
- 2.2 Coordinate execution of construction contracts with the CITY and Contractors, including review of bond and insurance requirements.
- 2.3 Coordinate and facilitate preconstruction conference with the CITY, Contractors, private utilities, and affected agencies.
- 2.4 Prepare and issue Notice to Proceed to the Contractor.
- 2.5 Furnish field survey crew necessary to set horizontal and vertical control for the PROJECT areas, including construction staking.
- 2.6 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.
- 2.7 Field measure and/or compute pay item quantities. Prepare and file PROJECT progress reports with the CITY, and provide monthly progress pay estimates to the CITY.
- 2.8 Administer weekly construction meetings.
- 2.9 Consult and advise the CITY during construction and make a final report of the completed work.
- 2.10 If required, monitor Contractor and subcontractor compliance with State labor standards during construction, including checking monthly certified payrolls, conducting employee interviews in the field, and issuing letter of non-compliance and/or letters of missing documents.
- 2.11 Review Contractor submission of samples and shop drawings, when applicable.
- 2.12 Review materials testing results for compliance with the plans and specifications.
- 2.13 Prepare and submit proposed contract change orders when applicable.
- 2.14 Perform final walk-through with the CITY and Contractor, and issue final punch list.
- 2.15 Prepare and furnish record drawings and field notes of all completed work in accordance with PROJECT field records provided by the CITY and Contractor.

TIME OF PERFORMANCE

Time of Performance for Task Order No. 2023-03, shall be amended as follows:

1.0 Design Engineering

HLA will provide final plans, specifications, and cost estimate within ninety (90) calendar days after receipt of signed Task Order Amendment.

2.0 Construction Engineering

Construction engineering services will begin upon construction contract award by the CITY to the lowest responsible bidder and shall extend through the completion of construction, and completion of as-constructed drawings. A maximum of forty (40) working days has been assumed for construction of improvements. Should the Contractor be granted time extensions for construction completion due to recognized delays, requested additional work, and/or change orders, construction engineering services beyond the forty (40) working days shall be considered additional services.

FEE FOR SERVICE:

Fee for Services for Task Order No. 2023-03 shall be amended as follows:

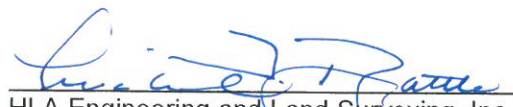
1.0 Design Engineering

All work for Design Engineering shall be performed for the lump sum fee of \$55,400. The amount of Amendment No. 1 for added design engineering services is \$15,000, and when added to the original amount for Task Order No. 2023-03 of \$40,400 equals \$55,400.

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 \$45,000. The amount of Amendment No. 1 for added construction engineering services is \$25,000, and when added to the original amount for Task Order No. 2023-03 of \$20,000 equals \$45,000.

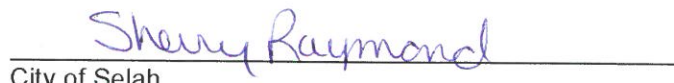
Proposed:



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

5/16/2023
Date

Approved:



City of Selah
Sherry Raymond, Mayor

5-24-2023
Date

CITY OF SELAH**N. WENAS ROAD (SR 823) WATER MAIN IMPROVEMENTS****Engineer's Opinion of Construction Cost**

5/17/2023

PRELIMINARY

HLA Project No. 23052

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	\$35,000.00	1	\$35,000.00
3	Project Temporary Traffic Control	1-10.5	LS	\$30,000.00	1	\$30,000.00
4	Crushed Surfacing Top Course	4-04.5	TON	\$45.00	600	\$27,000.00
5	HMA Cl. 3/8-Inch PG 64H-28	5-04.5	TON	\$200.00	325	\$65,000.00
6	Shoring or Extra Excavation	7-08.5	LF	\$2.00	985	\$1,970.00
7	Select Backfill, as Directed	7-08.5	CY	\$50.00	330	\$16,500.00
8	D.I. Pipe for Water Main 12 In. Diam.	7-09.5	LF	\$140.00	730	\$102,200.00
9	D.I. Pipe for Water Main 8 In. Diam.	7-09.5	LF	\$120.00	65	\$7,800.00
10	D.I. Pipe for Water Main 6 In. Diam.	7-09.5	LF	\$100.00	190	\$19,000.00
11	Butterfly Valve 12 In.	7-12.5	EA	\$4,000.00	7	\$28,000.00
12	Gate Valve 6 In.	7-12.5	EA	\$2,000.00	1	\$2,000.00
13	Abandon Water Valve	7-12.5	EA	\$500.00	7	\$3,500.00
14	Hydrant Assembly	7-14.5	EA	\$7,500.00	1	\$7,500.00
15	Reconnecting Existing Hydrant	7-14.5	EA	\$1,000.00	1	\$1,000.00
16	Service Connection 3/4 In. Diam.	7-15.5	EA	\$2,500.00	3	\$7,500.00
17	Erosion/Water Pollution Control	8-01.5	FA	\$5,000.00	1	\$5,000.00
18	Cement Conc. Traffic Curb and Gutter	8-04.5	LF	\$200.00	10	\$2,000.00
19	Cement Conc. Sidewalk	8-14.5	SY	\$300.00	6	\$1,800.00
				Subtotal		\$382,770.00
				Sales Tax 8.3%		\$31,769.91
				Total Construction Cost		\$414,539.91



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 5/23/2023

Agenda Number: 13-B*

Action Item

Title: Resolution Authorizing the Mayor to Sign "Change Order No. 2" with Midway Underground LLC, Relative to the City's Valleyview Avenue, South Third Street and Southern Avenue Improvements Project

From: Rocky D. Wallace, Public Works Director

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: \$6,345.00, the entirety of which will be drawn from the original funding contingency on this project. No additional City funding is required.

Funding Source: 111, Street Improvement Fund

Background/Findings/Facts: This pertains to the City's ongoing Valleyview Avenue, South Third Street and Southern Avenue Improvements Project. This "Change Order No. 2" will, if approved, add cement concrete pedestrian curbing along the back of the new sidewalk where it does not vertically match the adjacent ground.

Public Works requests that the City Council authorize the Mayor – via approval of the attached proposed Resolution – to sign "Change Order No. 2" in the form presented.

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:**

5/9/2023 Resolution No. 3013 authorizing the Mayor to sign Change Order No. 1 with Midway Underground, LLC, relative to the City's Valleyview Avenue, South Thirds Street and Southern Avenue Improvements Project.

4/28/2023 Resolution No. 3005 authorizing the Mayor to sign a two-page, letter-style agreement to extend the end date of the interlocal agreement previously entered into by the City via its Resolution No. 2852 with Yakima County Right-of-Way Department for acquisition services relative to the City's Valleyview Avenue, South Thirds Street and Southern Avenue Improvements Project.

- 4/11/2023 Resolution No. 2998 authorizing the Mayor to sign a Washington State Department of Transportation Local Agency Agreement Supplement No.4, to Deobligate half of the excess construction funding for the street portion of the City's Valleyview Avenue, South Third Street and Southern Avenue Improvements Project.
- 3/28/2023 Resolution No.2993 authorizing the Mayor to sign a Washington State Department of Transportation construction agreement GCB 3820 agreement, related to the City's Valleyview Avenue, South Third Street, and Southern Avenue Improvements Project
- 2/14/2023 Resolution No. 2984 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.
- 1/24/2023 Resolution No. 2970 authorizing the Mayor to sign a two-page Transportation Improvements Board Updated Cost Estimate, for the Valleyview Avenue, South Thirds Street and Southern Avenue Improvements Project.
- 1/24/2023 Resolution No. 2969 authorizing the Mayor to sign a contract with Midway Underground, LLC, related to the City's Valleyview Avenue, South Thirds Street and Southern Avenue Improvements Project.
- 9/13/2022 Resolution No. 2944 authorizing the Mayor to sign a Washington State Department of Transportation (WSDOT) Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement for the Valleyview Avenue/South Third Street/Southern Avenue Road Improvements Project.
- 8/23/2022 Resolution No. 2942 Authorizing the Mayor to sign a Washington State Department of Transportation (WSDOT) Local Agency Agreement Supplement Number 3, to Obligate Construction funding for the Valleyview/South Third Street/Southern Avenue Improvements Project.
- 8/23/2022 Resolution No. 2941 Authorizing the Mayor to sign a Washington State Department of Transportation (WSDOT) Local Agency Project Prospectus for the Valleyview/South Third Street/Southern Avenue Improvements Project.
- 12/14/2021 Resolution No. 2889 Authorizing the City Administrator to Sign the Approved Administrative Offer Summaries (AOS) for the Valleyview Ave, South Third Street, and Southern Avenue Improvement Projects

- 12/14/2021 Resolution No. 2888 Authorizing the Mayor to Sign a Washington State Transportation Improvement (TIB) Fuel Tax Grant Agreement P-E-182(P03)-1 For Valleyview Avenue, Third Street and Southern Avenue Improvements
- 11/23/2021 Resolution No. 2878 Authorizing the Mayor to Sign Task Order No. 2021-12 Between the City of Selah and HLA Engineering and Land Surveying, Inc., for Engineering and Surveying Services for the Valleyview Ave., South Third Street, Southern Avenue Sewer Improvement Project
- 7/27/2021 Resolution No.2861 Authorizing the Mayor to sign a Transportation Improvement Board (TIB) 2021 Urban Sidewalk Program Application for /Valleyview Avenue, Third Street, and Southern Avenue Improvements
- 6/08/2021 Resolution No. 2852 authorizing the Mayor to Sign an Interlocal Agency Agreement Between the City of Selah and Yakima County for Right-of-Way Acquisition Services for the Valleyview Avenue-South 3rd Street-Southern Avenue Reconstruction Projects
- 4/23/2019 Resolution No. 2733 Authorizing the Mayor to sign a Supplemental Agreement Number 3 with HLA Engineering and Land Surveying Inc. for Consultant Services for the Valleyview Ave. /Third St. /Southern Avenue improvement Project
- 4/23/2019 Resolution No. 2732 Authorizing the Mayor to sign the Washington State Department of Transportation (WSDOT) Local Agency Agreement Supplement Number 1 for the Valleyview/South Third Street/Southern Avenue Improvements Project
- 8/11/2015 Resolution No. 2479 Authorizing the Mayor to sign a letter to confirm continuing commitment to Project Match for the Valleyview Avenue/South Third Street/Southern Avenue Project's Right of Way and Construction phases.
- 12/10/2013 Resolution No. 2359 Authorizing the Mayor to Sign an Agreement for Certified Acceptance Services with Yakima County, Washington - STP Paving Project on Valleyview Avenue/South Third Street/Southern Avenue/South First Street
- 12/10/2013 Resolution No. 2356 Authorizing the Mayor to Sign a Local Agency Standard Consulting Agreement for Professional Municipal Engineering Services with Huibregtse, Louman Associates, Inc. for the Valleyview Avenue/South Third Street/Southern Ave/South First Street
- 7/9/2013 Resolution No. 2323 Adopting the Amended Six-Year Transportation Improvement Program for the Years 2013-2018 to Reflect the Funding Status Change to Secure the Purchase of a Clean Air Compliant Street Sweeper and Funding of the Valleyview Avenue to South Third

- 6/13/2013 Resolution No. 2319 Authorizing the Mayor to sign the Washington State Department of Transportation (WSDOT) Local Agency Federal Aid Project Prospectus for the Valleyview Avenue/South Third Street/Southern Avenue Road Improvements Project
- 6/13/2013 Resolution No. 2318 Authorizing the Mayor to sign the Washington State Department of Transportation (WSDOT) Local Agency Agreement for the Valleyview Avenue/South Third Street/Southern Avenue Road Improvements Project
- 1/22/2013 Resolution No. 2289 Authorizing the Mayor to Sign the 2013 Surface Transportation Program (STP) Funding Application for the South Selah Loop Improvement Project
- 1/8/2013 Council Study Session

RESOLUTION NO. 3015

RESOLUTION AUTHORIZING THE MAYOR TO SIGN A TWO-PAGE “CHANGE ORDER NO. 2” WITH MIDWAY UNDERGROUND LLC PERTAINING TO THE CITY’S VALLEYVIEW AVENUE, SOUTH THIRD STREET AND SOUTHERN AVENUE IMPROVEMENTS PROJECT

WHEREAS, the City previously entered into a construction contract with Midway Underground, LLC., for construction of certain improvements to the City’s sanitary sewer and streets system as part of the City’s ongoing Valleyview Avenue, South Third Street and Southern Avenue Improvements Project; and

WHEREAS, the City desires, as part of such Project to add cement concrete pedestrian curbing along the back of the new sidewalk where it does not vertically match the adjacent ground; and

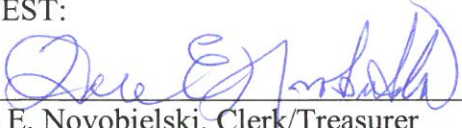
WHEREAS, a two-page written change order – labeled “Change Order No. 2” – has been drafted, its terms are acceptable to City staff, and if approved the net effect will be that the previous contract price will be increased by \$6,345.00 and the new adjusted contract price for Schedule A will be increased to \$1,744,458.50 (which amount is inclusive of sales tax) and no additional City funding will be required because the entirety of such \$6,345.00 can and will be drawn from the original funding contingency that exists for this Project;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor be and is authorized to sign the two-page “Change Order No. 2” with Midway Underground, LLC., in the form appended hereto.

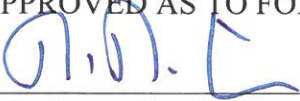
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 23rd day of May, 2023.


Sherry Raymond, Mayor

ATTEST:


Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:


Rob Case, City Attorney



CHANGE ORDER NO. 2



DATE: May 23, 2023
PROJECT OWNER: City of Selah
PROJECT NAME: Valleyview Avenue, Third Street, and Southern Avenue Improvements
FED. AID PROJECT NO.: STPUS-4709(001)
TIB PROJECT NO.: P-E-182(PO3)-1
HLA PROJECT NO.: 13125 & 21236
CONTRACTOR: Midway Underground LLC

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENT:

Schedule A Original Contract Price (Including Applicable Sales Tax):	\$ 1,692,558.00
Schedule A Current Contract Price Adjusted by Previous Change Order(s) Including Applicable Sales Tax:	\$ 1,738,113.50
Schedule A Change in Contract Price Due to this Change Order (Including Applicable Sales Tax):	\$ 6,345.00
Schedule A Adjusted Contract Price Including this Change Order (Including Applicable Sales Tax):	\$ 1,744,458.50

Schedule B Original Contract Price (Including Applicable Sales Tax):	\$ 859,909.36
Schedule B Current Contract Price Adjusted by Previous Change Order(s) Including Applicable Sales Tax:	\$ 859,909.36
Schedule B Change in Contract Price Due to this Change Order (Including Applicable Sales Tax):	\$ -
Schedule B Adjusted Contract Price Including this Change Order (Including Applicable Sales Tax):	\$ 859,909.36

Original Contract Completion Date:	Thursday, October 12, 2023
Current Contract Completion Date Adjusted by Non-Working Days and/or Previous Change Order(s):	Thursday, October 12, 2023
Change in Contract Working Days due to this Change Order:	Zero (0) Additional Working Days

HLA

CHANGE ORDER NO. 2



DATE: May 23, 2023
PROJECT OWNER: City of Selah
PROJECT NAME: Valleyview Avenue, Third Street, and Southern Avenue Improvements
FED. AID PROJECT NO.: STPUS-4709(001)
TIB PROJECT NO.: P-E-182(PO3)-1
HLA PROJECT NO.: 13125 & 21236
CONTRACTOR: Midway Underground LLC

Revised Contract Completion Date:

Thursday, October 12, 2023

CONTRACTOR:

Date: 5/15/2023

ENGINEER:

Date: 5/15/23

OWNER:

Date: 5-24-2023

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	CHANGE AMOUNT
CHANGE ORDER NO. 2					
1	Cement Conc. Pedestrian Curb	LF	150	\$ 42.30	\$ 6,345.00
CHANGE ORDER NO. 2 TOTAL:					\$ 6,345.00

CHANGE ORDER JUSTIFICATION:

In a few locations along the project, the back of new sidewalk does not vertically match the adjacent ground. In lieu of sloping into the adjacent ground, a pedestrian curb could be installed. A few factors will be taken into account in determining if pedestrian curb will be installed instead of sloping and those factors may include the existing ground surfacing, elevation difference, and amount of right of way available.

Accomplished Work:

CO Item 1 - "Cement Conc. Pedestrian Curb" Installation of the pedestrian curb shall be in accordance with WSDOT Standard Spec Section 8-04.



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 5/23/2023

Agenda Number: 13-C *

Action Item

Title: Resolution Authorizing Public Works to Purchase a New Aries Pathfinder Sewer Camera System and to Surplus the City's Existing Rovver Outpost Sewer Camera System

From: Rocky D. Wallace, Public Works Director

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: \$94,870.00

Funding Source: \$62,500.00 via a stormwater grant that was deposited into 415 Sewer Fund; remainder of \$32,370.00 from 415 Sewer Fund

Background/Findings/Facts: The City's sewer camera is past its useful life and has minimal resale value.

A new ARIES Pathfinder (Demo) sewer camera system should be purchase to replace the Rovver Outpost (Demo) sewer camera system purchased in 2010. The existing sewer camera system should be declared to be surplus. The total cost of the replacement sewer camera system will be \$94,870.00 (inclusive of sales tax).

The City's adopted Resolution No. 1663, from 2006, provides a waiver from otherwise-applicable competitive bidding requirements when special circumstances exist.

The City obtained \$62,500.00 from the Washington State Department of Ecology (DOE) via a stormwater grant. DOE has given its concurrence that this contemplated purchase will satisfy the stormwater grant requirements, even if a competitive bidding process is not used.

The attached proposed Resolution will, if approved, authorize Public Works to purchase the new ARIES Pathfinder sewer camera system and to surplus the existing Rovver Outpost sewer camera system. The City's recently-adopted 2023 budget – via Ordinance No. 2814 – already includes sufficient monies for 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:

2/28/2023

Resolution No. 2991 authorizing the Public Works Director to sign Amendment No.1 to Agreement No. WSQWCP-2123-SELAP-00206 between the State of Washington Department of Ecology and the City of Selah

RESOLUTION NO. 3016

RESOLUTION AUTHORIZING PUBLIC WORKS TO PURCHASE A NEW ARIES
PATHFINDER SEWER CAMERA SYSTEM AND TO SURPLUS THE CITY'S EXISTING
ROVVER OUTPOST SEWER CAMERA SYSTEM

WHEREAS, the City needs to replace its existing 2010 Rovver Outpost sewer camera system, because it is past its useful life; and

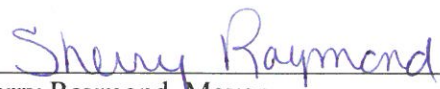
WHEREAS, the existing sewer camera system should be declared to be surplus, because it is no longer useful for the City; and

WHEREAS, the cost of a sewer camera system would be \$94,870.00 (inclusive of sales tax); and

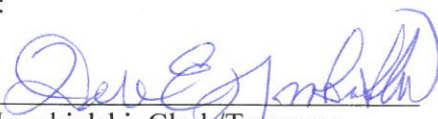
WHEREAS, the City Council determines that proceeding with this transaction is in the best interests of the City;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON that Public Works be and is authorized to purchase a new Aries Pathfinder camera system for \$94,870.00 (or for a lessor overall net cost, if that somehow proves possible), and to surplus the existing system in a commercially reasonable manner.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 23rd day of May, 2023.


Sherry Raymond, Mayor

ATTEST:


Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:


Rob Case, City Attorney

From: [Barry Stonebraker](#)
To: [Wallace, Rocky](#)
Cc: [Sales @1point7](#)
Subject: Aries Camera Quotes
Date: Friday, September 16, 2022 11:23:58 AM
Attachments: [20220916105853431\[1\]\[4\].pdf](#)
[20220916105825042\[1\]\[3\].pdf](#)
[20220916105839472\[2\]\[2\].pdf](#)

Hi Rocky,

Attached are three quotes for the Pathfinder Camera System I showed you earlier this week. The first quote is the Mobile Pathfinder without the Trailblazer Box through Sourcewell. The second quote is the Trailblazer Box and Pathfinder through Sourcewell. The third quote is a reduced cost for our Demo unit that I would deliver to you with no shipping charges.

Please let me know if you have any questions, I'm happy to help!

Sincerely, Barry

--

Barry Stonebraker
barry@1point7.com
425-906-9917 cell
425-413-1211 office
www.1point7.com

From: [Graunke, Kyle \(ECY\)](#)
To: [Wallace, Rocky](#)
Cc: [Groo, Caprise](#)
Subject: RE: Additional State Funds
Date: Monday, May 1, 2023 2:36:47 PM
Attachments: [image001.png](#)

Yes, this meets the grant requirements. Thanks,

Kyle Graunke
Stormwater Grant Manager
kyle.graunke@ecy.wa.gov
360-628-3890

From: Wallace, Rocky <Rocky.Wallace@selahwa.gov>
Sent: Monday, May 1, 2023 7:51 AM
To: Graunke, Kyle (ECY) <kygr461@ECY.WA.GOV>
Cc: Groo, Caprise <caprise.groo@selahwa.gov>
Subject: Additional State Funds

Good Morning Kyle,

The City would like to use the additional State funds to purchase a sewer camera to identify illicit connections from storm water to sewer mains.

What are the steps needed for approval of using the funds to accomplish this?

Thank you,



One.7, Inc.
PO Box 474
Ravensdale, WA 98051
(425) 413-1211
www.1point7.com
sales@1point7.com

ARIES
INDUSTRIES, INC.

Sourcewell
Awarded Contract
Contract # 120721-ARS



REF QT-32004

QUOTE# S220915

QUOTATION

Customer Information

Contact **Rocky D. Wallace**
Organization **City of Selah**
Sourcewell # **2433**
Address **222 S. Rushmore Road**
City **Selah**
Phone **509.698.7365**

State **WA** Zip Code **98942**
email rocky.wallace@selahwa.gov

Date **9/15/2022**
Expiration **10/15/2022**
Salesman **Barry Stonebraker**
Terms **Net 30**
Delivery **12-14 Weeks**
FOB **Destination**

Item#	Qty	U/M	Part#	Description	Unit Price	Extended
				*****Sourcewell Contract Pricing*****		
	1	ea	TBP200-5	Pathfinder system, including: PC5100 Master Controller, laptop PC, 15" monitor, PE3530 camera, TR3320 Pathfinder steerable wheel drive tractor for 6"-15" lines, PR3320 reel with 1000' multi-conductor TV cable and footage head, and downhole guides, mounted in TrailBlazer enclosure	\$105,087.00	\$105,087.00

I accept the terms and
conditions of this quotation

PO# _____

Name _____
Title _____
Signature _____

Subtotal	\$105,087.00
Shipping & Handling	\$869.00
Taxes	
Other	
TOTAL	\$105,956.00

Aries Industries Inc terms and conditions of sale for this quotation are available upon request
Please visit our website: www.ariesindustries.com



TrailBlazer with Pathfinder Inspection System

This sewer television system is delivered complete, ready for operation. The system includes a pan & tilt camera and transporter with inspection capacity from 6" to 24" lines.

1 Aries TrailBlazer enclosure, including:

- 1 Lightweight, corrosion-resistant aluminum frame with access panels, 48"w X 53"h X 31"d
- 1 Front top-hinged gas assist door / sunshade
- 2 Storage drawers, 250lb capacity each
- 1 Interior LED lighting system
- 4 120V AC outlets
- 2 USB power ports
- 1 Electric distribution panel and circuit breaker box
- 1 House power exterior connection with cover
- 1 35' house power cord with plug and socket
- 1 Pole storage inside of front door

2 15" LCD flat panel sunlight readable monitor, TV/PC viewing, with dual mounting bracket

1 Aries VL5000 video data display including:

- 1 Data display control module, panel mounted
- 1 Alpha/numeric full QWERTY keyboard for video titling and report data input for VL5000 display
- 1 Set of interconnect cables

1 Laptop computer, with features including:

- 7th Generation Intel Core i5-7300U, Dual Core, 2.6GHz, 3MB cache
- Windows 10 Professional 64bit
- Intel Core i5-7300U processor base, Intel HD graphics 620
- 8GB (1x8GB) DDR4 memory
- Internal backlit dual pointing keyboard
- 500GB 2.5" SATA (7,200 rpm) hard drive
- Intel dual band wireless-AC 8265AC
- 15.6 HD (1920x1080) anti-glare LCD with camera
- Primary 4-cell 68W·hr battery
- Windows 10 DVD OS recovery(English)
- Power cord : US
- 65 Watt AC adaptor
- Laptop docking station
- 1 Storage drawer, rack mount, 3U

One.7, Inc.
PO Box 474
Ravensdale, WA 98051
(425) 413-1211
www.1point7.com
sales@1point7.com

- 1 Aries PC5100 Master Controller system, multi-conductor, including:**
 - 1 System power supply and control unit, 19" rack mount
 - 1 Pegasus system control software, loaded on USB flash drive
 - 2 Wireless Xbox One X style handheld controller
 - 1 Wire for direct hook up / charging of Xbox One X style controller

- 1 Aries PE3530 Pathfinder series zoom, pan & tilt camera w/ high-intensity LED lighting and integrated self-cleaning lens wiper system, including:**
 - Pathfinder zoom pan and tilt camera w/ multi-axis infinite rotation
 - Integrated on-demand self-cleaning lens wiper system
 - 120X zoom (10X optical & 12X digital)
 - High-resolution 480(V) x 720(H) output
 - Auto-focus with manual override
 - Auto-iris with manual override
 - Maintenance-free forward-facing white LED lighting located in the camera forks
 - Maintenance-free directional white LED lighting that follows the camera's field of view
 - White balance optimization with (4) selectable settings
 - High-sensitivity camera sensor for low-light applications
 - "Starlite" low-light level amplification feature with (4) user selectable amplification steps
 - Automatic home feature with forks at side of camera head
 - Robust, environmentally sealed camera for use in live pipe, including:
 - Scratch-resistant sapphire lens window
 - Camera recessed behind forks for frontal impact protection
 - Camera housing with hardened metal finishes and non-corrosive metals
 - Recessed fasteners & no camera protrusions
 - Proportionately slowed camera movements when zooming
 - Fast-check internal pressure monitoring system
 - On-screen camera diagnostics functions including:
 - Camera internal pressure, temperature, operating hours, internal power regulated voltage value, camera model, serial number, firmware revision, control error recognition, LED current value.
 - 1 Camera storage and transport case
 - 1 Camera nitrogen recharge kit

- 1 Aries TR3320 Pathfinder steerable self-propelled transporter for 6" to 24" lines, including:**
 - 1 Tractor assembly with continuous duty drive motors
 - 6 Rubber wheels, 3" diameter
 - 4 Rubber wheels, 4" diameter
 - 4 Extended hub rubber wheels, 4" diameter
 - 4 Extended hub rubber wheels, 5" diameter
 - 1 Remotely-operated electric camera lifting mechanism
 - 1 Fast-check pressure monitoring system
 - 1 Rear viewing camera with LED lighting
 - 1 512 Hz internal locating beacon
 - 1 Storage and transport case
 - 1 Set maintenance parts

- 4 Double wide "dually" extended hub wheels for larger lines, 5" diameter**

**Equipment
Specifications**

City of Selah, WA

- 2 Carbide impregnated high traction wheels, 3" diameter
- 2 Carbide impregnated high traction wheels, 4" diameter
- 2 Extended hub carbide impregnated high traction wheels, 4" diameter
- 2 Extended hub carbide impregnated high traction wheels, 5" diameter

- 1 **PR3320 Pathfinder cable and reel assembly, including:**
 - 1 1000' of lightweight low friction multi-conductor cable
 - 1 Heavy-duty frame, drum and motor assembly with clutch and cable level wind assembly
 - 1 Footage meter with local LCD footage display and encoder for footage signal to remote video data display system
 - 1 Emergency hand crank arm
 - 1 Spare cable termination kit
 - 1 Sealed continuous contact collector assembly, 12 slip rings minimum
 - 1 Telescoping swivel cable guide roller assembly
 - 1 Pathfinder system test cable
 - 1 Reel controller with desktop mounting devices
 - 1 Interconnect cable to TV system electronics
 - 1 TrailBlazer mounting system

- 1 **Cable manhole guide system including:**
 - 1 Manhole top roller assembly
 - 1 Insertion and extractor hook assembly and tractor adapter
 - 1 Set of (10) fiberglass extension poles for TrailBlazer storage, 40in
 - 1 Tiger tail bottom cable guide

- 2 **Operation / maintenance and spare parts manuals**
- 1 **Maintenance tool kit**
- 1 **Delivery of system**
- 1 **One year warranty, TV system**
- 1 **Day of training**



9/16/22

**QUOTATION**

Quote Number: S220915-1

City of Selah
222 S Rushmore Road
Selah, WA 98942

PO Box 474
Ravensdale, WA 98051
www.1point7.com
(425) 413-1211

		Item Description	Qty	Price	TOTAL
1	TBP200-5	(DEMO) Pathfinder system, including: PC		\$95,000.00	\$95,000.00
		5100 Master Controller, Laptop PC, (2)15" monitors, PE3430 Camera, TR3320 Pathfinder steerable wheel drive tractor for 6"-15" lines, PR3320 reel with 1000' multi-conductor TV cable and footage head, and downhole guides, mounted in Trailblazor enclosure.			
		One year warranty on demo equipment.			
		ALL PRICES QUOTED IN US DOLLARS			
		DOES NOT INCLUDE TAXES AND			
		FREIGHT			
				Sub Total:	\$95,000.00

Total: \$95,000.00

I accept the terms
and conditions of
this Quotation
PO#: _____

Name: _____
Title: _____
Signature: _____

*** TOTAL SUBJECT TO CHANGE FOR TAXES AND FREIGHT ***

A restocking charge of 15% will apply to all unused returned parts

QUOTATION

Quote Number: 230403

City of Selah
Rocky Wallace

PO Box 474
Ravensdale, WA 98051
www.1point7.com
(425) 413-1211

		Item Description	Qty	Price	TOTAL
1	TBP200-5	(DEMO) Pathfinder system, including: (2)15" monitors, PE3430 Camera, TR3320 Pathfinder steerable wheel drive tractor for 6"-15" lines, PR3320 reel with 1000' multi-conductor TV cable and footage head, and downhole guides, mounted in Trailblazor enclosure.	1	\$87,500.00	\$87,500.00
2		NCH Software	1	\$100.00	\$100.00
3		One day training by Aries employee c	1		
		Aries equipment			
		ALL PRICES QUOTED IN US DOLLARS			
		DOES NOT INCLUDE TAXES AND			
		FREIGHT			
				Sub Total:	\$87,600.00

Total: \$87,600.00

I accept the term
and conditions o
this Quotation
PO#: _____

Name: _____
Title: _____
Signature: _____

*** TOTAL SUBJECT TO CHANGE FOR TAXES AND FREIGHT ***
A restocking charge of 15% will apply to all unused returned parts



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 5/23/2023

Agenda Number: 13-D*

Action Item

Title: Resolution Authorizing Public Works to Purchase Materials Related to the RTC School Beacon Upgrade

From: Rocky Wallace, Public Works Director

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: \$8,264.37 (but full reimbursement will later be provided by the Selah School District)

Funding Source: 110, Street Fund

Background/Findings/Facts: There are four school zone flashing beacons that must be upgraded, due to their existing time clocks being out of date and replacements not being available. The beacons are located on Naches Avenue for the Kinder/PreK school, on First Street for John Campbell School near Orchard Avenue and for Selah Middle School near Marinda Drive, and also on Fremont Avenue. By completing the necessary upgrades, all of the school zone flashing beacons will be standardized and will be able to be adjusted remotely.

Public Works staff met with school staff to discuss the need for upgrading the system. The Selah School District has confirmed, via email, that it will reimburse the City for the cost of associated with the upgrades.

The attached proposed Resolution will, if approved, authorize Public Works to purchase these materials through the Washington State Department of Transportation, then invoice the SSD for the cost of the upgrades. Public Works is seeking City Council's authorization to purchase the needed 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:** None

RESOLUTION NO. 3017

RESOLUTION AUTHORIZING PUBLIC WORKS TO PURCHASE MATERIALS RELATED
TO THE RTC SCHOOL BEACON UPGRADE


WHEREAS, four school zone flashing beacons must be upgraded due to parts being out of date and no longer available; and

WHEREAS, the needed materials will be purchased through the Washington State Department of Transportation; and

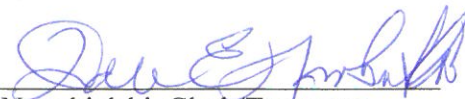
WHEREAS, the Selah School District has agreed to reimburse the City for the purchased materials;

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 through the Washington State Department of Transportation at the price of \$8,264.37 (or a lesser amount, if that somehow proves possible) and to thereafter seek full reimbursement from the Selah School District.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 23rd day of May, 2023.


Sherry Raymond, Mayor

ATTEST:


Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:


Rob Case, City Attorney

From: [Coscarart, Joe](#)
To: [Wallace, Rocky](#)
Subject: Fwd: City of Selah Public Works/DOT School Beacon Upgrade Meeting Recap
Date: Thursday, May 4, 2023 3:55:46 PM
Attachments: [image.png](#)
[image.png](#)

Joe Coscarart, Director
Selah School District Transportation & School Safety
125 E. Home Ave
Selah, WA 98942
(509) 698-8440 (w); (509) 698-8334 (f)

----- Forwarded message -----

From: Scacco, Chris <chrisscacco@selahschools.org>
Date: Thu, May 4, 2023 at 3:06 PM
Subject: Re: City of Selah Public Works/DOT School Beacon Upgrade Meeting Recap
To: Coscarart, Joe <joecoscarart@selahschools.org>

Yes, I am good with the plan. Thanks for reminding them about the fix needed across from JCP. Thank you!

Make it a great day!

Chris M. Scacco
Associate Superintendent for District Operations
(509) 698-8005

Go Viks!

On Thu, May 4, 2023 at 10:32 AM Coscarart, Joe <joecoscarart@selahschools.org> wrote:

I met on 5/3 at Selah Public Works with City of Selah Public Works employees (Rocky/Matthew), the City Manager (Joe Henne), and three representatives of the WSDOT regarding the School Beacon upgrade. As you were emailed, they will order necessary parts up to the \$9,894 figure, but more likely will be able to repurpose some other existing parts to reduce the figure by \$2653. Both are subject to SWARCO honoring the original quote, which was a 30-day quote on 3/13/23.

This would be for the beacons on Naches Avenue for the Kinder/PreK, the ones on 1st Street for JCP/SMS that are by Orchard and Marinda, as well as the ones on Fremont.

With your ok (and Kevin's), the city will order and pay and then invoice the SSD.

I stayed for the remainder of the meeting, which include a discussion about needed software and hardware upgrades for the traffic signals at 1st/Fremont, 1st/Park, and 1st Naches. I was able to also remind Rocky and inform the DOT folks that the signal lights that people face when driving west on Home Avenue (across from JCP) still needs to be reviewed for a left turn indicator similar to one of the ones below...they were surprised by the mistake and receptive to getting it changed in the future after a review.

image.png



image.png



Joe Coscarart, Director
Selah School District Transportation & School Safety
125 E. Home Ave
Selah, WA 98942
(509) 698-8440 (w); (509) 698-8334 (f)



QUOTATION

Quote #: AS051123A
Agency: WSDOT SC
Job Name: School Beacon upgrade Selah
Bid Date: 5/11/23

Estimator: Artie Santisteban
425-219-1242
artie.santisteban@swarco.com

QTY	Description	Price
4	AP22 with ANY Modem and Plan	\$1,880.00
4	Five Year Plan With Modem, RTC Connect™ Software, Premium Always up Cloud Based Data Storage, Cell Service, Cable, Mount and Antenna	\$5,390.00
1	Program Transfer Cable Kit PC to AP22/CPR/TR4	\$142.00
2	12" Amber DC 5w LED	\$140.00
1	8" Amber DC 5w LED	\$79.00

Swarco is an international corporation with factories, vendors and suppliers located throughout the world. Unless specifically noted, we are not aware and/or may not comply with Buy America requirements particular to this project.

This quote valid for 30 days.

Reference Total **\$7,631.00**

Prices firm for 30 days. Freight included. Add sales tax.
Sale is subject to Swarco's standard terms and conditions.

The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential and/or legally privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited.

If you received this in error, please contact the sender and delete the material from any computer.



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 5/23/2023

Agenda Number: **13-EX**

Action Item

Title: Resolution Authorizing Public Works to Replace the Traffic Signal Detection Equipment at the Intersection of First Street and Fremont Avenue

From: Rocky D. Wallace, Public Works Director

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: \$40,234.29

Funding Source: 111, Street Improvement Fund

Background/Findings/Facts: This pertains to the traffic signal detection equipment located at the intersection of First Street and Fremont Avenue. The Washington State Department of Transportation (WSDOT) has received numerous complaints from citizens and from City staff about the signal not working properly. WSDOT has made multiple adjustments and replaced cameras in an attempt to make the signal properly function, but those efforts have not solved the problem.

The attached proposed Resolution will – if approved – authorize Public Works to replace the existing camera with an overhead radar system, which will thereafter work in conjunction with the intersection's traffic signals (a/k/a stop lights).

Radar detection is becoming the preferred detection system by WSDOT.

Public Works requests that the City Council approve the Resolution.

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. 3018

RESOLUTION AUTHORIZING PUBLIC WORKS TO REPLACE THE TRAFFIC SIGNAL DETECTION EQUIPMENT AT THE INTERSECTION OF FIRST STREET AND FREMONT AVENUE

WHEREAS, the City desires to replace the camera traffic-detection system at the intersection of First Street and Fremont Avenue with an overhead radar traffic-detection system; and

WHEREAS, the Washington State Department of Transportation has provided a cost estimate of approximately \$40,234.29 including sales tax for the materials and labor to complete such improvement;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that Public Works be and is authorized to replace the traffic signal detection system by purchasing the necessary materials and labor for the cost of \$40,234.29 (or a lesser amount, if that somehow proves possible).

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 23rd day of May, 2023.

Sherry Raymond
Sherry Raymond, Mayor

ATTEST:

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

APPROVED AS TO FORM:

Rob Case
Rob Case, City Attorney

From: [Hale, Robert](#)
To: [Wallace, Rocky](#); [Jones, Ty](#)
Cc: [Lenderman, Dalk](#); [Wilder, Drason](#)
Subject: FW: City of Selah Quote
Date: Thursday, April 20, 2023 3:00:35 PM
Attachments: [Signal Upgrades Quote 2023.xlsx](#)

Rocky,

Attached is the current estimate for equipment upgrades at the intersections of Fremont, Park, and Naches. Please let us know if you need any additional information.

Thank you,
Robert Hale
Signal Operations Engineer
WSDOT South Central Region
509-949-7154
HaleR@WSDOT.WA.GOV

From: Lenderman, Dalk <LenderD@wsdot.wa.gov>
Sent: Wednesday, April 19, 2023 9:40 AM
To: Hale, Robert <HaleR@wsdot.wa.gov>
Cc: Wilder, Drason <WildeDr@wsdot.wa.gov>
Subject: City of Selah Quote

Robert here is the spreadsheet for the City of Selah signal upgrades quote. There are tabs for each intersection. Look this over to see if you think there's anything else needed.

Thanks,

Dalk Lenderman
WSDOT TST C
2809 Rudkin Rd
Union Gap WA 98903
Cell 509-945-2883
Office 509-577-1969

City of Selah @ 1st & Freemont

Quantity	Manufacturer	Model	Description	Cost Each	Total Cost
1	Q-Free	2070-LDX	Intellight Signal Controller	\$3,525.00	\$3,525.00
1	Etherwan	ED3541	Hardened Ethernet Extender, VDSL2, 1x 10/100 TX port to 1 pair of copper	\$486.00	\$486.00
4	Wavetronix	WX-SS-225	Wavetronix Matrix Stop Bar SmartSensor	\$4,691.46	\$18,765.84
1	Wavetronix	WX-102-0416	Click 650 - 4 Sensor Cabinet interface Device with SDLC output	\$3,127.98	\$3,127.98
1	Wavetronix	ATPCCUSshelf	Click 600/650 Shelf Mount kit for 332 type Rack	\$43.32	\$43.32
4	Wavetronix	WX-SS-704-040	40 foot 6 Conductor Matrix / 200V Cable w/ Connector	\$224.65	\$898.60
1000	Wavetronix	ATP-Matrix 2	Matrix Type 2 Home Run Cable 1 pr #18, 2 triads #22	\$1.41	\$1,410.00
4	Wavetronix	WX-SS-611	Sensor Mount - 6" 2 Axis Aluminum Bracket	\$220.62	\$882.48
4	Wavetronix	WX-CLK-112	2 Channel Matrix Contact Closure Rack Card	\$428.15	\$1,712.60
4	Wavetronix	WX-310-0001	RJ-11 Patch Cord 60" / White	\$12.34	\$49.36
90			TST-D Technicians - WSDOT Labor		\$6,249.60
Total					\$37,150.78

From: [Hale, Robert](#)
To: [Wallace, Rocky](#); [Jones, Ty](#)
Subject: Selah 1st and Fremont - Signal Detection Issues
Date: Wednesday, April 5, 2023 2:29:52 PM

Rocky,

Per our phone discussion, we have still been receiving calls regarding the intersection of 1st and Fremont due to the detection not recognizing vehicles in the westbound through lane. The intersection currently utilizes cameras for video detection. We have adjusted the detection zone and video output level; however, we are still receiving calls about the same issue.

Some occurrences that prevent cameras from picking up vehicles are snow, fog, and lighting. The most recent calls have the issue occurring while dark outside, this intersection has illumination on all corners except the SE corner. This may be factoring into the cameras not picking up the vehicles during the night. I discussed the illumination with our Electrical Design Engineer, and this would be a very costly upgrade that may or may not correct the issue.

We recommend changing the detection to either radar or loops.

Please let me know if you have any further questions.

Thank you,
Robert Hale
Signal Operations Engineer
WSDOT South Central Region
509-949-7154
HaleR@WSDOT.WA.GOV



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 5/23/2023

Agenda Number: 13-F*

Action Item

Title: Resolution Authorizing the Mayor or Public Works Director to Sign a Two-Page Amendment No. PTD0511-01 to Agreement No. PTD0511 between the Washington State Department of Transportation and the City

From: Rocky Wallace, Public Works Director

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: No cost to City; City will receive an additional \$3,523.00 of grant funds that will be deposited into fund 119, Transit Fund

Funding Source: N/A

Background/Findings/Facts: The State of Washington in its Sessions Laws authorized funding for Public Transportation Programs, and Public Works was previously awarded funding assistance via Agreement No. PTD0511 for the City of Selah's Dial-a-Ride program.

The State of Washington in its Substitute Senate Bill 5975 Sessions Laws of 2022, Section 211 authorizes funding for Public Transportation Programs and other special proviso funding as identified in the Move Ahead Washington budget through its 2021-2023 biennial appropriations to WSDOT.

WSDOT is now willing to Increase Special Needs Transportation Formula Funds by \$3,523.00 funded out of the State Climate Commitment Account (CCA), thus bringing Selah's total grant amount to \$20,453.00. To effectuate this increase, WSDOT has drafted an "Amendment No. PTD0511-0" to the existing "Agreement No. PTD051 between the Washington State Department of Transportation and the City of Selah". Public Works seeks the City Council's approval for signing such Amendment.

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:

2/14/2023

Resolution No. 2881 authorizing the Mayor to sign an operating grant agreement with the Washington State Department of Transportation for \$16,930.00 in grant funds for the City's Dial-a-Ride Service

RESOLUTION NO. 3019

RESOLUTION AUTHORIZING THE MAYOR OR PUBLIC WORKS DIRECTOR TO SIGN A TWO-PAGE AMENDMENT NO. PTD0511-01 TO AGREEMENT NO. PTD0511 BETWEEN THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION AND THE CITY

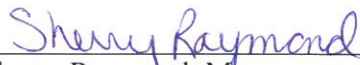
WHEREAS, the Washington State Department of Transportation has awarded additional funding of \$3,523.00 to the City's 2021-2023 Biennial Consolidated Grant Program; and

WHEREAS, WSDOT has drafted an "Amendment No. PTD0511-01" to the existing "Agreement No. PTD0511 Between the Washington State Department of Transportation and City of Selah" in order to effectuate such additional grant funding; and

WHEREAS, the terms of such Amendment are acceptable to City staff;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor or Public Works Director be and is authorized to sign the two-page Amendment No. PTD0511-01 between the Washington State Department of Transportation and the City of Selah in the form appended hereto.

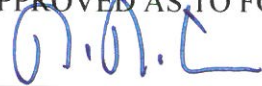
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 23rd day of May, 2023.


Sherry Raymond, Mayor

ATTEST:


Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:


Rob Case, City Attorney



**Washington State
Department of Transportation**

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

June 29, 2022

Joe Henne
Selah Transit
222 S Rushmore Rd
Selah, WA 98942-1303

Subject: Supplemental Paratransit/Special Needs formula grant distribution

Dear Joe Henne:

Congratulations! We're pleased to distribute your organization's Paratransit/Special Needs formula grant for State of Washington fiscal year 2023.

The Washington State Department of Transportation (WSDOT) is distributing over \$10 million in supplemental state Paratransit/Special Needs grant funding to 31 transit agencies across the state to assist in sustaining and expanding services to people with disabilities, seniors, and children.

Program	Award
Fiscal year 2023 Supplemental Paratransit/Special Needs formula distribution	\$3,523

WSDOT calculated your Paratransit/Special Needs formula distribution using data points from the 2019 Summary of Public Transportation.

Paratransit/Special Needs formula funds are reimbursable for grant-related activities beginning July 1, 2021. Project expenditures accrued prior to this date may not be charged to your award.

Supplemental Paratransit/Special Needs formula funding has specific focus areas from the Legislature through the Climate Commitment Act. This includes tracking service to vulnerable populations in overburdened communities and coordination for projects that serve tribal nations in Washington. WSDOT will work with you to ensure your project(s) track progress in these focus areas.

You can apply this award to an existing grant or develop a scope of work for a new project.

Olivia Meza, community liaison, is your primary WSDOT contact. They will assist you in developing your project scope, schedule of deliverables, and budget. They will also assist you with contract execution. Olivia can be reached at olivia.meza@wsdot.wa.gov or 509-577-1762. Contact your community liaison if you have any questions or concerns.

Joe Henne
Selah Transit
June 29, 2022
Page 2

We look forward to finalizing your grant agreement and funding your project so you can continue to provide valuable services in your community. Again, congratulations!

Sincerely,

A handwritten signature in black ink, appearing to be 'Jill', with a stylized, cursive script.

Jill Nordstrom, Grants and Community Partnerships manager
Public Transportation Division

cc: Caprise Groo, Selah Transit
Firas Makhoulf, WSDOT
Evan Olsen, WSDOT
Olivia Meza, WSDOT



**Washington State
Department of Transportation**

Public Transportation Division
310 Maple Park Avenue S.E.
P.O. Box 47387
Olympia, WA 98504-7387

WSDOT Contact: Olivia Meza

WSDOT E-mail: Olivia.meza@wsdot.wa.gov

WSDOT Phone: 360-545-7856

Amendment

Consolidated Grant Program Operating Grant Agreement			
Amendment Number	PTD0511-01	Contractor:	City of Selah Public Works Department 222 S Rushmore Rd Selah, WA 98942-9342
Term of Agreement	July 1, 2021 through June 30, 2023		
Vendor #	SW00077170 0		
UEI	606701477		
ALN # / ALN Name	N/A		
Indirect Cost Rate	N/A		
R & D	No		
Service Area	Yakima County	Contact:	Joe Henne
		Email:	joe.henne@selahwa.gov

This is the first AMENDMENT to AGREEMENT PTD0511 entered into between the Washington State Department of Transportation (hereinafter referred to as "WSDOT"), and City of Selah (hereinafter referred to as "CONTRACTOR"), and/or individually referred to as the "PARTY" and collectively referred to as the "PARTIES,"

RECITALS

WHEREAS, the State of Washington in its Substitute Senate Bill 5975 Sessions Laws of 2022, Section 211 authorizes funding for Public Transportation Programs and other special proviso funding as identified in the Move Ahead Washington budget through its 2021-2023 biennial appropriations to WSDOT; and

WHEREAS, both PARTIES agree to amend AGREEMENT PTD0511 to:

- Increase Special Needs Transportation Formula Funds by \$3,523 funded out of the State Climate Commitment Account (CCA)

NOW THEREFORE, the following AMENDMENTS are hereby incorporated into AGREEMENT PTD0511:

AGREEMENT

1. RECITALS are hereby incorporated into this AGREEMENT.
2. Amend the funding table under 'Funding by Project' as follows:

Funding by Project

Project Title: Dial-A-Ride Service

UPIN # PTD0511

Scope of Work: Provide Dial-A-Ride service to eligible special needs residents in the Selah area into Yakima and Union Gap.

Funds	Federal Award Identification #	Current Percentage	Current Funds	Projected Funds	Total Current and Projected Funds
Special Needs Transportation Transit Formula Funds (MMA)	N/A	83%	\$ 16,930		\$ 16,930
Special Needs Transportation Transit Formula (CCA)	N/A	17%	\$ 3,523		\$ 3,523
Contractor's Funds	N/A	0%	\$ -		\$ -
Projected Grant Funds	N/A				\$ -
Total Project Cost		100%	\$ 20,453	\$ -	\$ 20,453

Budget: Current Funds reflect total funding appropriated by the Washington State Legislature for the Project in the 2021-2023 biennium.

3. A copy of this AMENDMENT to AGREEMENT PTD0511 shall be attached to and made a part of the original AGREEMENT. Any references to the "AGREEMENT" shall mean "AGREEMENT as amended."

4. All other terms and conditions of the original AGREEMENT not hereby amended shall remain in full force and effect. This document may be simultaneously executed in several counterparts, each of which shall be deemed original having identical legal effect.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AMENDMENT the day and year

WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION

CONTRACTOR

Capital Projects & Funding Manager
Public Transportation Division

Sherry Raymond

Authorized Representative

Mayor

Title

Date

5-24-2023

Date



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 5/23/2023

Agenda Number: 13-6*

Action Item

Title: Resolution Revising Rates for 2023 Solid Waste Utility Services

From: Dale Novobielski, Clerk/Treasurer

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: Monthly increase for: 96 gallon service \$.74, Low Income Senior/Disabled 64 gallon service \$.52, Occasional extra \$.13, Yard Waste service \$.08, 1 yd dumpster service \$1.92, 1.5yd dumpster service \$2.75, 2 yd dumpster service \$4.01, 3 yd dumpster service \$6.53, 4 yd dumpster service \$7.91, 6 yd dumpster service \$9.41, 8 yd dumpster service \$11.05, overfill per yard \$.76, 20 yard drop box pickup \$4.15 and a 30/40 yard drop box pickup \$5.06.

Funding Source: N/A

Background/Findings/Facts: On March 15, 2023 Yakima County Public Services notified the City that the Yakima County Board of Commissioners had adopted a 16% increase in the municipal solid waste tip fee collected at the Yakima County Landfill effective June 1, 2023. On April 3 Basin Disposal of Yakima, the City's contracted solid waste hauler, notified the City that it would impose an increase of 5.26%, also effective on June 1, to cover these costs. The City has analyzed the finances of fund 420 Solid Waste and has determined that a 4% increase in customer rates will be sufficient to cover these additional costs.

Recommended Motion: I move to approve the Resolution revising rates for 2023 Solid Waste utility services.

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:**

4/9/2023 The City ran a legal ad twice in the Yakima Herald Republic to notify the citizens that a 4% increase in Solid Waste Collection Rates was being evaluated.

RESOLUTION NO. 3020

RESOLUTION REVISING RATES FOR THE COLLECTION OF SOLID WASTE

WHEREAS, Section 3.02.080 of the Selah Municipal Code provides that rates for Solid Waste collection be set by resolution of the City Council from time to time, and

WHEREAS, the City Council has determined that a revision in the Solid Waste Rate structure is appropriate;

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

The following rates are to be billed monthly by the City and paid by the residents and customers of the City:

CLASSIFICATION	COLLECTION INTERVAL	RATES AND FEES
<u>Totes:</u>		
32 Gallon Tote	per week	\$14.40
64 Gallon Tote	per week	15.75
96 Gallon Tote	per week	19.17
Each additional 64-gallon tote		6.85
Each additional 96-gallon tote		10.30
Occasional extra 32-gallon equivalent	each	\$ 3.44
*Yard Waste (3 containers 2 times per month)		\$ 2.17

*Yard waste service is optional. This is not a mandatory service but does allow the resident the choice to have it picked up at their curb or to dispose of it themselves in a legal manner.

Low-Income Senior Citizens and Low-Income Disabled Persons Occupant Rate

- (1) Low-Income Senior and Low-Income Disabled;

64 Gal Tote per week	\$ 13.56
96 Gal Tote per week	16.84
- (2) A senior citizen is a person who occupies a dwelling unit and is sixty-two years of age or older.
- (3) A low-income senior citizen shall be a senior citizen whose income, combined with the income of other household occupants, if any, for the calendar year preceding was less than:

Household	Annual Household
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<u>Size</u>	<u>Income</u>
1	\$ 26,000
2	35,000
3	44,000
4	53,000

- (4) A disabled person is a person who occupies a dwelling unit and qualifies for special parking privileges under RCW 46.16.381(1)(a) through (f) or a blind person as defined in RCW 74.18.020(4) or developmentally disabled as defined in RCW 71A.10.020(2) or a mentally ill person as defined in RCW 71.05.020(1).
- (5) A low-income disabled person shall be a disabled person whose income, combined with other household occupants, if any, for the calendar year preceding was less than:

<u>Household Size</u>	<u>Annual Household Income</u>
1	\$ 26,000
2	35,000
3	44,000
4	53,000

CLASSIFICATION	COLLECTION INTERVAL	RATES AND FEES
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Bins & Drop Boxes:

1.0 Yard Bin	1 time per week	\$62.91
1.0 Yard Bin	2 times per week	125.82
1.0 Yard Bin	3 times per week	188.73
1.0 Yard Bin	Special on-call pickup each	15.75
1.5 Yard Bin	1 time per week	\$71.58
1.5 Yard Bin	2 times per week	143.16
1.5 Yard Bin	3 times per week	214.74
1.5 Yard Bin	Special on-call pickup each	17.92
2.0 Yard Bin	1 time per week	\$104.17
2.0 Yard Bin	2 times per week	208.34
2.0 Yard Bin	Special on-call pickup each	26.03
3.0 Yard Bin	1 time per week	\$169.79
3.0 Yard Bin	2 times per week	339.58
3.0 Yard Bin	Special on-call pickup each	41.91
4.0 Yard Bin	1 time per week	\$205.60
4.0 Yard Bin	2 times per week	411.20
4.0 Yard Bin	Special on-call pickup each	51.39

6.0 Yard Bin	1 time per week	\$244.55
6.0 Yard Bin	2 times per week	489.10
6.0 Yard Bin	Special on-call pickup each	61.15
8.0 Yard Bin	1 time per week	\$287.31
8.0 Yard Bin	2 times per week	574.62
8.0 Yard Bin	Special on-call pickup each	71.85
Overfill per yard		\$19.87
20 yard drop box	per pickup	\$107.81*
20 yard self contained compactor	per pickup	188.47*
30 & 40 yard drop box	per pickup	\$131.62*
30 yard self contained compactor	per pickup	242.98*

*Plus dump fee. Temporary drop boxes are subject to a daily rental charge and initial delivery fee.

Additional Services and Fees:

Walk-in Service: \$0.30 per foot round-trip per can per pickup.

Commercial locking container service: an additional charge of \$22.29 per month for a locking bin.


Roll out charge: If a driver is required to move a commercial container more than ten feet but less than twenty-five feet to the curb or alley line, an additional charge of \$6.41 per pickup will be assessed. An additional charge of \$3.73 per pickup will be assessed for each additional twenty-five foot increment.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON that the rates for Solid Waste be adopted and that the rates set forth herein shall be effective commencing June 1, 2023.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 23rd day of May, 2023.

ATTEST:


Dale E. Novobielski, Clerk/Treasurer


Sherry Raymond, Mayor

APPROVED AS TO FORM:


Rob Case, City Attorney



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 5/23/2023

Agenda Number: 13-H*

Action Item

Title: Resolution authorizing the Mayor to sign an Interlocal Agreement with the Washington State Department of Social and Health Services for Fire and EMS services for the Yakima Valley School

From: James Lange, Fire Chief

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: N/A

Funding Source: N/A

Background/Findings/Facts: In lieu of property taxes Washington State Department of Social and Health Services pays \$12,775.05 annually to the Selah Fire Department for Fire and EMS Services. This Interlocal Agreement will be in effect from July 1, 2023 through June 30, 2025.

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. 3021

RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT
WITH THE WASHINGTON STATE DEPARTMENT OF SOCIAL AND HEALTH
SERVICES FOR FIRE AND EMS SERVICES FOR THE YAKIMA VALLEY SCHOOL


WHEREAS, the City and the Washington State Department of Social and Health Services (DSHS) have previously entered into an Interlocal Agreement whereby the Selah Fire Department provides fire and EMS services for the Yakima Valley School in exchange for payment by the DSHS for those services, in lieu of DSHS paying property taxes for the Yakima Valley School; and

WHEREAS, the existing Interlocal Agreement will soon expire and the Fire Department desires to enter into a renewed Interlocal Agreement with DSHS, whereby DSHS will pay the sum of \$12,775.05 annually to the Fire Department; and

WHEREAS, City staff has no objection the terms of the proposed renewed Interlocal Agreement, and recommends that the City Council authorize the Mayor to sign it;

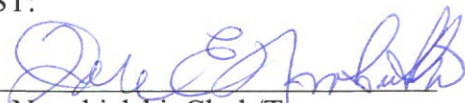
NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor be and is authorized to sign the Interlocal Agreement in the form appended hereto.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 23rd day of May, 2023.




Sherry Raymond, Mayor

ATTEST:

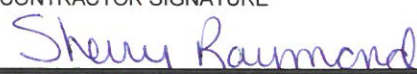


Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:



Rob Case, City Attorney

 <p>Washington State Department of Social & Health Services <i>Transforming lives</i></p>		<h2>INTERLOCAL AGREEMENT</h2>		DSHS Agreement Number: 2364-18128	
This Agreement is by and between the State of Washington of Social and Health Services (DSHS) and the Contractor below, and is issued pursuant to the Interlocal Cooperation 39.34 RCW.				Contract Number:	
				Contract Number:	
CONTRACTOR NAME				Contract Number:	
Selah, City of				Selah, City of	
CONTRACTOR ADDRESS				DSHS INDEX NUMBER	
206 West Fremont Avenue Selah, WA 98942				55327	
CONTRACTOR CONTACT		CONTRACTOR TELEPHONE		CONTRACTOR FAX	
James Lange		(509) 698-7310			
CONTRACTOR E-MAIL ADDRESS		james.lange@selahwa.gov			
DSHS ADMINISTRATION		DSHS DIVISION		DSHS CONTRACT CODE	
Facilities, Finance and Analytics Administration		Office of Capital Programs		1000LC-64	
DSHS CONTACT NAME AND TITLE		DSHS CONTACT ADDRESS			
Jeanne Rodriguez Contract Manager		1115 S Washington St MS45848 Olympia, WA 98504-5848			
DSHS CONTACT TELEPHONE		DSHS CONTACT FAX		DSHS CONTACT E-MAIL ADDRESS	
(360)791-6862		(360) 902-7889		rodrijr@dshs.wa.gov	
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT?				ASSISTANCE LISTING NUMBER(S)	
No					
AGREEMENT START DATE		AGREEMENT END DATE		MAXIMUM AGREEMENT AMOUNT	
07/01/2023		06/30/2025		\$25,550.10	
EXHIBITS. The following Exhibits are attached and are incorporated into this Agreement by reference: <input type="checkbox"/> Exhibits (specify): No Data Security Exhibit <input type="checkbox"/> No Exhibits.					
The terms and conditions of this Agreement are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise regarding the subject matter of this Agreement, between the parties. The parties signing below represent they have read and understand this Agreement, and have the authority to execute this Agreement. This Agreement shall be binding on DSHS only upon signature by DSHS.					
CONTRACTOR SIGNATURE		PRINTED NAME AND TITLE		DATE SIGNED	
		Sherry Raymond Mayor		5-24-2024	
DSHS SIGNATURE		PRINTED NAME AND TITLE		DATE SIGNED	

DSHS General Terms and Conditions

1. **Definitions.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
- a. "Central Contracts and Legal Services" means the DSHS central headquarters contracting office, or successor section or office.
 - b. "Confidential Information" or "Data" means information that is exempt from disclosure to the public or other unauthorized persons under RCW 42.56 or other federal or state laws. Confidential Information includes, but is not limited to, Personal Information.
 - c. "Contract" or "Agreement" means the entire written agreement between DSHS and the Contractor, including any Exhibits, documents, or materials incorporated by reference. The parties may execute this contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
 - d. "CCLS Chief" means the manager, or successor, of Central Contracts and Legal Services or successor section or office.
 - e. "Contractor" means the individual or entity performing services pursuant to this Contract and includes the Contractor's owners, members, officers, directors, partners, employees, and/or agents, unless otherwise stated in this Contract. For purposes of any permitted Subcontract, "Contractor" includes any Subcontractor and its owners, members, officers, directors, partners, employees, and/or agents.
 - f. "Debarment" means an action taken by a Federal agency or official to exclude a person or business entity from participating in transactions involving certain federal funds.
 - g. "DSHS" or the "Department" means the state of Washington Department of Social and Health Services and its employees and authorized agents.
 - h. "Encrypt" means to encode Confidential Information into a format that can only be read by those possessing a "key," a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 256 bits for symmetric keys, or 2048 bits for asymmetric keys. When a symmetric key is used, the Advanced Encryption Standard (AES) must be used if available.
 - i. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, Social Security Numbers, driver license numbers, other identifying numbers, and any financial identifiers.
 - j. "Physically Secure" means that access is restricted through physical means to authorized individuals only.
 - k. "Program Agreement" means an agreement between the Contractor and DSHS containing special terms and conditions, including a statement of work to be performed by the Contractor and payment to be made by DSHS.
 - l. "RCW" means the Revised Code of Washington. All references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at <http://apps.leg.wa.gov/rcw/>.

DSHS General Terms and Conditions

- m. "Regulation" means any federal, state, or local regulation, rule, or ordinance.
- n. "Secured Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access. Secured Areas may include buildings, rooms or locked storage containers (such as a filing cabinet) within a room, as long as access to the Confidential Information is not available to unauthorized personnel.
- o. "Subcontract" means any separate agreement or contract between the Contractor and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Contract.
- p. "Tracking" means a record keeping system that identifies when the sender begins delivery of Confidential Information to the authorized and intended recipient, and when the sender receives confirmation of delivery from the authorized and intended recipient of Confidential Information.
- q. "Trusted Systems" include only the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; (2) United States Postal Service ("USPS") first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.
- r. "WAC" means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. Pertinent WAC chapters or sections can be accessed at <http://apps.leg.wa.gov/wac/>.

2. **Amendment.** This Contract may only be modified by a written amendment signed by both parties. Only personnel authorized to bind each of the parties may sign an amendment.

3. **Assignment.** The Contractor shall not assign this Contract or any Program Agreement to a third party without the prior written consent of DSHS.

4. **Billing Limitations.**

- a. DSHS shall pay the Contractor only for authorized services provided in accordance with this Contract.
- b. DSHS shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were performed.
- c. The Contractor shall not bill and DSHS shall not pay for services performed under this Contract, if the Contractor has charged or will charge another agency of the state of Washington or any other party for the same services.

5. **Compliance with Applicable Law and Washington State Requirements.**

- a. **Applicable Law.** Throughout the performance of this Agreement, Contractor shall comply with all federal, state, and local laws, regulations, and executive orders to the extent they are applicable to this Agreement.
- b. **Civil Rights and Nondiscrimination.** Contractor shall comply with all federal and state civil rights

DSHS General Terms and Conditions

and nondiscrimination laws, regulations, and executive orders to the extent they are applicable to this Agreement, including, but not limited to, and as amended, Titles VI and VII of the Civil Rights Act of 1964; Sections 503 and 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act (ADA); Executive Order 11246; the Health Insurance Portability and Accountability Act of 1996 (HIPAA); the Age Discrimination in Employment Act of 1967, the Age Discrimination Act of 1975, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, and Chapter 49.60 of the Revised Code of Washington, Washington's Law Against Discrimination. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated.

In the event of the Contractor's noncompliance or refusal to comply with any applicable nondiscrimination laws, regulations, and executive orders, this Agreement may be rescinded, canceled, or terminated in whole or in part.

- c. **Certification Regarding Russian Government Contracts and/or Investments.** Contractor shall abide by the requirements of Governor Jay Inslee's Directive 22-03 and all subsequent amendments. The Contractor, by signature to this Contract, certifies that the Contractor is not presently an agency of the Russian government, an entity which is Russian-state owned to any extent, or an entity sanctioned by the United States government in response to Russia's invasion of Ukraine. The Contractor also agrees to include the above certification in any and all Subcontracts into which it enters. The Contractor shall immediately notify DSHS if, during the term of this Contract, Contractor does not comply with this certification. DSHS may immediately terminate this Contract by providing Contractor written notice if Contractor does not comply with this certification during the term hereof.

6. Confidentiality.

- a. The Contractor shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Contract for any purpose that is not directly connected with Contractor's performance of the services contemplated hereunder, except:
 - (1) as provided by law; or,
 - (2) in the case of Personal Information, with the prior written consent of the person or personal representative of the person who is the subject of the Personal Information.
- b. The Contractor shall protect and maintain all Confidential Information gained by reason of this Contract against unauthorized use, access, disclosure, modification or loss. This duty requires the Contractor to employ reasonable security measures, which include restricting access to the Confidential Information by:
 - (1) Allowing access only to staff that have an authorized business requirement to view the Confidential Information.
 - (2) Physically Securing any computers, documents, or other media containing the Confidential Information.
 - (3) Ensure the security of Confidential Information transmitted via fax (facsimile) by:
 - (a) Verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons.

DSHS General Terms and Conditions

- (b) Communicating with the intended recipient before transmission to ensure that the fax will be received only by an authorized person.
- (c) Verifying after transmittal that the fax was received by the intended recipient.
- (4) When transporting six (6) or more records containing Confidential Information, outside a Secured Area, do one or more of the following as appropriate:
 - (a) Use a Trusted System.
 - (b) Encrypt the Confidential Information, including:
 - i. Encrypting email and/or email attachments which contain the Confidential Information.
 - ii. Encrypting Confidential Information when it is stored on portable devices or media, including but not limited to laptop computers and flash memory devices.

Note: If the DSHS Data Security Requirements Exhibit is attached to this contract, this item, 6.b.(4), is superseded by the language contained in the Exhibit.

- (5) Send paper documents containing Confidential Information via a Trusted System.
 - (6) Following the requirements of the DSHS Data Security Requirements Exhibit, if attached to this contract.
 - c. Upon request by DSHS, at the end of the Contract term, or when no longer needed, Confidential Information shall be returned to DSHS or Contractor shall certify in writing that they employed a DSHS approved method to destroy the information. Contractor may obtain information regarding approved destruction methods from the DSHS contact identified on the cover page of this Contract.
 - d. Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected, and the information destroyed through the recycling process. Paper documents containing Confidential Information requiring special handling (e.g. protected health information) must be destroyed on-site through shredding, pulping, or incineration.
 - e. Notification of Compromise or Potential Compromise. The compromise or potential compromise of Confidential Information must be reported to the DSHS Contact designated on the contract within one (1) business day of discovery. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.
7. **Debarment Certification.** The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (Debarred). The Contractor also agrees to include the above requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify DSHS if, during the term of this Contract, Contractor becomes Debarred. DSHS may immediately terminate this Contract by providing Contractor written notice if Contractor becomes Debarred during the term hereof.
8. **E-Signature and Records.** An electronic signature or electronic record of this Contract or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract or such other ancillary agreement for all purposes.

DSHS General Terms and Conditions

9. **Governing Law and Venue.** This Contract shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.
10. **Independent Contractor.** The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and his or her employees or agents performing under this Contract are not employees or agents of the Department. The Contractor, his or her employees, or agents performing under this Contract will not hold himself/herself out as, nor claim to be, an officer or employee of the Department by reason hereof, nor will the Contractor, his or her employees, or agent make any claim of right, privilege or benefit that would accrue to such officer or employee.
11. **Inspection.** The Contractor shall, at no cost, provide DSHS and the Office of the State Auditor with reasonable access to Contractor's place of business, Contractor's records, and DSHS client records, wherever located. These inspection rights are intended to allow DSHS and the Office of the State Auditor to monitor, audit, and evaluate the Contractor's performance and compliance with applicable laws, regulations, and these Contract terms. These inspection rights shall survive for six (6) years following this Contract's termination or expiration.
12. **Maintenance of Records.** The Contractor shall maintain records relating to this Contract and the performance of the services described herein. The records include, but are not limited to, accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. All records and other material relevant to this Contract shall be retained for six (6) years after expiration or termination of this Contract.

Without agreeing that litigation or claims are legally authorized, if any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. **Order of Precedence.** In the event of any inconsistency or conflict between the General Terms and Conditions and the Special Terms and Conditions of this Contract or any Program Agreement, the inconsistency or conflict shall be resolved by giving precedence to these General Terms and Conditions. Terms or conditions that are more restrictive, specific, or particular than those contained in the General Terms and Conditions shall not be construed as being inconsistent or in conflict.
14. **Severability.** If any term or condition of this Contract is held invalid by any court, the remainder of the Contract remains valid and in full force and effect.
15. **Survivability.** The terms and conditions contained in this Contract or any Program Agreement which, by their sense and context, are intended to survive the expiration or termination of the particular agreement shall survive. Surviving terms include, but are not limited to: Billing Limitations; Confidentiality, Disputes; Indemnification and Hold Harmless, Inspection, Maintenance of Records, Notice of Overpayment, Ownership of Material, Termination for Default, Termination Procedure, and Treatment of Property.
16. **Contract Renegotiation, Suspension, or Termination Due to Change in Funding.**

If the funds DSHS relied upon to establish this Contract or Program Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, after the effective date of this contract but prior to the normal completion of this Contract or Program Agreement:

- a. At DSHS's discretion, the Contract or Program Agreement may be renegotiated under the revised funding conditions.

DSHS General Terms and Conditions

- b. At DSHS's discretion, DSHS may give notice to Contractor to suspend performance when DSHS determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Contractor's performance to be resumed prior to the normal completion date of this contract.
 - (1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
 - (2) When DSHS determines that the funding insufficiency is resolved, it will give Contractor written notice to resume performance. Upon the receipt of this notice, Contractor will provide written notice to DSHS informing DSHS whether it can resume performance and, if so, the date of resumption. For purposes of this subsection, "written notice" may include email.
 - (3) If the Contractor's proposed resumption date is not acceptable to DSHS and an acceptable date cannot be negotiated, DSHS may terminate the contract by giving written notice to Contractor. The parties agree that the Contract will be terminated retroactive to the date of the notice of suspension. DSHS shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the retroactive date of termination.
- c. DSHS may immediately terminate this Contract by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice. DSHS shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. No penalty shall accrue to DSHS in the event the termination option in this section is exercised.

- 17. **Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Contract. Only the CCLS Chief or designee has the authority to waive any term or condition of this Contract on behalf of DSHS.
- 18. **COVID-19 Vaccination Requirements.** Contractor Staff who engage in work while physically present at a building, facility, jobsite, project site, unit, or other defined area owned, leased, occupied by, or controlled by DSHS must be fully vaccinated against COVID-19, unless a DSHS-approved exception exists, or Contractor has granted the Staff a DSHS-approved disability or religious accommodation. Contractor and Contractor Staff shall provide proof of such vaccination or accommodation upon request by DSHS. Contractor shall cooperate with any investigation or inquiry DSHS makes into Contractor's compliance with these requirements, including providing information and records to DSHS upon request, other than information or records that Contractor is prohibited by law from disclosing.

Contractor may request a copy of the requirements for full vaccination, acceptable methods of proof and DSHS-approved exceptions list from the DSHS Contract Manager listed on page one of this Contract.

Additional General Terms and Conditions – Interlocal Agreements:

- 19. **Disputes.** Both DSHS and the Contractor ("Parties") agree to work in good faith to resolve all conflicts at the lowest level possible. However, if the Parties are not able to promptly and efficiently resolve, through direct informal contact, any dispute concerning the interpretation, application, or implementation of any section of this Agreement, either Party may reduce its description of the dispute in writing, and deliver it to the other Party for consideration. Once received, the assigned managers or designees of each Party will work to informally and amicably resolve the issue within five (5) business days. If managers or designees are unable to come to a mutually acceptable decision within five (5)

DSHS General Terms and Conditions

business days, they may agree to issue an extension to allow for more time.

If the dispute cannot be resolved by the managers or designees, the issue will be referred through each Agency's respective operational protocols, to the Secretary of DSHS ("Secretary") and the Contractor's Agency Head ("Agency Head") or their deputies or designated delegates. Both Parties will be responsible for submitting all relevant documentation, along with a short statement as to how they believe the dispute should be settled, to the Secretary and Agency Head.

Upon receipt of the referral and relevant documentation, the Secretary and Agency Head will confer to consider the potential options of resolution, and to arrive at a decision within fifteen (15) business days. The Secretary and Agency Head may appoint a review team, a facilitator, or both, to assist in the resolution of the dispute. If the Secretary and Agency Head are unable to come to a mutually acceptable decision within fifteen (15) business days, they may agree to issue an extension to allow for more time.

The final decision will be put in writing, and will be signed by both the Secretary and Agency Head. If the Agreement is active at the time of resolution, the Parties will execute an amendment or change order to incorporate the final decision into the Agreement. The decision will be final and binding as to the matter reviewed and the dispute shall be settled in accordance with the terms of the decision.

If the Secretary and Agency Head are unable to come to a mutually acceptable decision, the Parties will request intervention by the Governor, per RCW 43.17.330, in which case the governor shall employ whatever dispute resolution methods that the governor deems appropriate in resolving the dispute.

Both Parties agree that, the existence of a dispute notwithstanding, the Parties will continue without delay to carry out all respective responsibilities under this Agreement that are not affected by the dispute.

20. Hold Harmless.

- a. The Contractor shall be responsible for and shall hold DSHS harmless from all claims, loss, liability, damages, or fines arising out of or relating to the Contractor's, or any Subcontractor's, performance or failure to perform this Agreement, or the acts or omissions of the Contractor or any Subcontractor. DSHS shall be responsible for and shall hold the Contractor harmless from all claims, loss, liability, damages, or fines arising out of or relating to DSHS' performance or failure to perform this Agreement.
- b. The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the State and its agencies, officials, agents, or employees.

21. Ownership of Material. Material created by the Contractor and paid for by DSHS as a part of this Contract shall be owned by DSHS and shall be "work made for hire" as defined by Title 17 USCA, Section 101. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Contractor uses to perform the Contract but is not created for or paid for by DSHS is owned by the Contractor and is not "work made for hire"; however, DSHS shall have a perpetual license to use this material for DSHS internal purposes at no charge to DSHS, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.

22. Subrecipients.

- a. General. If the Contractor is a subrecipient of federal awards as defined by 2 CFR Part 200 and

DSHS General Terms and Conditions

this Agreement, the Contractor shall:

- (1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
 - (2) Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
 - (3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
 - (4) Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the Contractor and its Subcontractors who are subrecipients;
 - (5) Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and
 - (6) Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39. (Go to <https://ojp.gov/about/offices/ocr.htm> for additional information and access to the aforementioned Federal laws and regulations.)
- b. Single Audit Act Compliance. If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:
- (1) Submit to the DSHS contact person the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
 - (2) Follow-up and develop corrective action for all audit findings; in accordance with 2 CFR Part 200, Subpart F; prepare a "Summary Schedule of Prior Audit Findings" reporting the status of all audit findings included in the prior audit's schedule of findings and questioned costs.
- c. Overpayments. If it is determined by DSHS, or during the course of a required audit, that the Contractor has been paid unallowable costs under this or any Program Agreement, DSHS may require the Contractor to reimburse DSHS in accordance with 2 CFR Part 200.

23. Termination.

- a. Default. If for any cause, either party fails to fulfill its obligations under this Agreement in a timely and proper manner, or if either party violates any of the terms and conditions contained in this Agreement, then the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given 15 working days to correct the violation or failure. If

DSHS General Terms and Conditions

the failure or violation is not corrected, this Agreement may be terminated immediately by written notice from the aggrieved party to the other party.

- b. Convenience. Either party may terminate this Interlocal Agreement for any other reason by providing 30 calendar days' written notice to the other party.
- c. Payment for Performance. If this Interlocal Agreement is terminated for any reason, DSHS shall only pay for performance rendered or costs incurred in accordance with the terms of this Agreement and prior to the effective date of termination.

- 24. Treatment of Client Property.** Unless otherwise provided, the Contractor shall ensure that any adult client receiving services from the Contractor has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property. The Contractor shall provide clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination of the Contract, the Contractor shall immediately release to the client and/or the client's guardian or custodian all of the client's personal property.

Special Terms and Conditions

1. **Definitions Specific to Special Terms.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
 - a. "Patient" means any or all of the clients, residents, or patients at Yakima Valley School.
 - b. "Residential Care Services" or "RCS", means a DSHS Division that are responsible for the licensing and oversight of adult family homes, assisted living facilities, nursing facilities, intermediate care facilities for individuals with intellectual disabilities, and certified residential programs.
 - c. "Yakima Valley School" or "YVS" means a residential habilitation center owned and operated by the State of Washington, DSHS, Developmental Disabilities Administration (DDA), which is situated at 609 Speyers Avenue, Washington, 98942.
2. **Purpose.** The purpose of this Contract is for the Contractor to provide emergency medical, fire suppression, fire protection, and inspection services for the Yakima Valley School (YVS) campus in accordance with RCW 35.21.775.
3. **Statement of Work.** The Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:
 - a. Provide fire protection and suppression services to all lands, equipment, buildings and their contents, related property improvements, and the personal property of Patients and employees located on or at the YVS campus in Yakima County, Washington. Contractor shall provide quarterly written performance reports that identify the number of fire and suppression services calls responded to at YVS, the type of incidents, and the services provided by the Contractor.
 - b. Provide emergency medical services to all people residing, working or visiting the YVS campus. Contractor shall provide quarterly written performance reports that identify the number of emergency medical services calls responded to at YVS, the type of incidents, and the services provided by the Contractor.
 - c. Provide inspections as often as necessary, but not less than annually, across the whole of the YVS campus for the purpose of identifying fire code violations and any other law or standard including those set forth by Residential Care Services (RCS) affecting fire and life safety in order to ensure the safety of individuals in YVS campus facilities. Upon completion of annual inspections, Contractor shall provide a written report to YVS of its findings and recommendations.
 - d. For any significant fire/incident to which the Contractor responds, and the fire/incident results in a required debriefing by YVS administration officials, a representative of the Contractor shall provide consultation during the incident debriefing. For significant fire/incidents to which the Contractor responds, Contractor shall provide a written summary report of the debriefing information Contractor provided to YVS.
 - e. The Contractor shall send all required written reports within this Agreement to the DSHS Contract Contact provided on the cover page of this Agreement.
4. **Consideration.** Total consideration payable to Contractor for satisfactory performance of the work under this Agreement is up to a maximum of \$ 25,550.10, including any and all expenses, and shall be based on the following assumptions:
 - a. DSHS shall pay the Contractor a fee based upon the sum of the YVS total square footage of improvements multiplied by \$.09 (nine cents) per square foot per year.

Special Terms and Conditions

- b. YVS total gross square footage as of July 1, 2023 equals 141,945.
 - (1) 141,945 sf x \$0.09 equates to \$12,775.05 annually, or \$1,064.59 monthly, for the period of July 1, 2023, through June 30, 2025.
- c. This contract may be extended by additional two year terms upon mutual agreement of the parties.
- d. All payments to Contractor under this Contract shall be contingent upon Contractor's satisfactory completion of all goods and services, including all written reports.

5. Billing and Payment.

- a. Invoice System. The Contractor shall submit invoices using State Form A-19 Invoice Voucher, or such other form as designated by DSHS. Consideration for services rendered shall be payable upon receipt of properly completed invoices which shall be submitted to: **CIBS, Attn: Fiscal, 609 Speyers Avenue, Washington, 98942**, by the Contractor not more often than monthly. The invoices shall describe and document to DSHS' satisfaction a description of the work performed, activities accomplished, the progress of the project, and fees. The rates shall be in accordance with those set forth in Section 4, Consideration, of this Contract.
- b. Payment. Payment shall be considered timely if made by DSHS within thirty (30) days after receipt and acceptance by Western State Hospital of the properly completed invoices. Payment shall be sent to the address designated by the Contractor on page one (1) of this Contract. DSHS may, at its sole discretion, withhold payment claimed by the Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of this Contract.

6. Insurance.

- a. DSHS certifies that it is self-insured under the State's self-insurance liability program, as provided by RCW 4.92.130, and shall pay for losses for which it is found liable.
- b. The Contractor certifies, by checking the appropriate box below, initialing to the left of the box selected, and signing this Agreement, that:

_____ ☐ The Contractor is self-insured or insured through a risk pool and shall pay for losses for which it is found liable; or

_____ ☐ The Contractor maintains the types and amounts of insurance identified below and shall, prior to the execution of this Agreement by DSHS, provide certificates of insurance to that effect to the DSHS contact on page one of this Agreement.

Commercial General Liability Insurance (CGL) – to include coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The policy shall include liability arising out of premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The State of Washington, DSHS, its elected and appointed officials, agents, and employees shall be named as additional insureds.



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 5/23/2023

Agenda Number: 13-K

Action Item

Title: Resolution Declaring that an Emergency Exists Due to Unexpected Failure of a Variable Frequency Drive (VFD) at the City's Water Well #6; Waiving all Typically-Applicable Competitive Bidding Requirements; Authorizing the Public Works Director to Sign One or More Contracts to Purchase all Necessary Replacement Equipment and to Obtain all Necessary Planning and/or Installation Services Without Delay or Further Approval; Authorizing All Necessary Work to Commence Without Delay or Further Approval; And Providing for Publication of Summary and Financial Estimate

From: Rocky Wallace, Public Works Director

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: Estimated to be \$17,306.34. But the attached proposed Resolution authorizes up to \$25,000.00, so that an appropriate contingency amount is included in case additional parts or labor proves necessary as part of this project.

Funding Source: 411, Water Fund

Background/Findings/Facts: A variable frequency drive (VFD) at the City's water well #6 failed unexpectedly last week, and City staff has just learned that it cannot be repaired and instead must be fully replaced. Such equipment is necessary for the well to fully deliver water to zones 2 thru 7, which zones serve a large portion of the City's municipal water customers. This constitutes an "emergency" situation for the City, per RCW 39.04.280. Specifically, the occurrence of this unforeseen circumstance was beyond the control of City staff and, absent immediate responsive action, it presents a real, immediate threat to the proper performance of an essential municipal function – namely the delivery of water to municipal customers. Moreover, absent an immediate responsive action, it is likely that material loss or damage to property, bodily injury and/or loss of life could result – because water is essential for property maintenance and human health and life.

The attached proposed Resolution is comprised of four operative parts. First, it declares that an emergency exists, which is a requirement for the remaining parts. Second, it waives all typically-applicable competitive bidding requirements with regard to the necessary immediate responsive action. Third, it authorizes – as the pre-work component of the necessary immediate responsive action – the Public Works Director to sign one or more contracts to purchase all

necessary replacement equipment and all necessary planning and/or installation services without delay or further approval, at an estimated cost of \$17,306.34 but with Public Works being authorized to spend up to \$25,000.00 if that for some reason proves necessary. And four, it authorizes – as the actual-work component of the necessary responsive action – all work to commence without delay or further approval.

The fifth and sixth parts of the Resolution pertain to its effective date and the special publication rules that apply in this emergency situation.

Time is of the essence in this emergency situation. The longer well #6 is not properly functioning, the greater risk that adverse impacts will be suffered by businesses and residents because the City's other wells may prove incapable of meeting all demand. The typical competitive bidding process is simply too slow of a process for remedying this emergency situation. Immediate responsive action is needed.

Accordingly, City staff recommends that the City Council approve the attached proposed Resolution, so that this emergency situation can be remedied as quickly as possible.

Because this is an unexpected emergency situation that arose after the City's 2023 budget (Ordinance No. 2184) was passed, no monies have yet been specifically designated for this project. At a later date, the Clerk/Treasurer will present a corresponding budget adjustment if he determines such is necessary.

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. 3022

RESOLUTION DECLARING THAT AN EMERGENCY EXISTS DUE TO UNEXPECTED FAILURE OF A VARIABLE FREQUENCY DRIVE (VFD) AT THE CITY'S WATER WELL #6; WAIVING ALL TYPICALLY-APPLICABLE COMPETITIVE BIDDING REQUIREMENTS; AUTHORIZING THE PUBLIC WORKS DIRECTOR TO SIGN ONE OR MORE CONTRACTS TO PURCHASE ALL NECESSARY REPLACEMENT EQUIPMENT AND TO OBTAIN ALL NECESSARY PLANNING AND/OR INSTALLATION SERVICES WITHOUT DELAY OR FURTHER APPROVAL; AUTHORIZING ALL NECESSARY WORK TO COMMENCE WITHOUT DELAY OR FURTHER APPROVAL; AND PROVIDING FOR PUBLICATION OF SUMMARY AND FINANCIAL ESTIMATE

WHEREAS, a variable frequency drive (VFD) at the City's water well #6 failed unexpectedly last week, and City staff has just learned that it cannot be repaired and must instead be fully replaced; and

WHEREAS, such equipment is necessary for the well to deliver water to zones 2 thru 7, which zones serve a large portion of the City's municipal water customers; and

WHEREAS, the occurrence of this unforeseen circumstance was beyond the control of City staff, and, absent immediate responsive action, it presents a real, immediate threat to the proper performance of an essential municipal function – namely the delivery of water to municipal customers; and

WHEREAS, absent an immediate responsive action, it is likely that material loss or damage to property, bodily injury and/or loss of life could result – because water is essential for property maintenance and human health and life; and

WHEREAS, the longer well #6 is not properly functioning, the greater risk that adverse impacts could be suffered by businesses and residents because the City's other wells may prove incapable of meeting all demand; and

WHEREAS, time is of the essence in this emergency situation, and the typically-applicable competitive bidding process for public works projects would – if followed – simply be too slow of a process for remedying this emergency situation; and

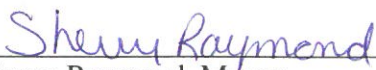
WHEREAS, City staff has recommended: (1) that the City Council declare this situation to be an "emergency", per RCW 39.04.280; (2) that the City Council waive the typically-applicable competitive bidding requirements; (3) that the City Council authorize Public Works to sign one or more contracts to purchase all necessary replacement equipment and to obtain all necessary installation services without delay or further approval, at a combined estimated cost of \$17,306.34 but with authorization granted for up to \$25,000.00; and (4) that all work be allowed to commence without delay or further approval.

WHEREAS, the City Council finds that good cause exists;

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

1. This situation constitutes an "emergency", per RCW 39.04.280, for the factual reasons recited above; and such statements are adopted by the City Council as its own findings and conclusions;
2. All typically-applicable competitive bidding requirements are waived with regard to purchasing necessary replacement equipment and obtaining necessary planning and/or installation services; and
3. The Public Works Director is authorized to sign one or more contracts, on behalf of the City, to purchase all necessary replacement equipment and to obtain all necessary planning and/or installation services without delay or further approval, at a combined estimated cost of \$17,306.34 (but Public Works can pay a lower cost if that somehow proves possible, and is authorized to spend up to \$25,000.00 if that for some reason proves necessary).
4. All work is authorized to commence without delay or further approval.
5. Because this is an emergency situation, this Ordinance shall take effect immediately, and the typically-applicable five-day-publication-prior-to-effectiveness requirements (of RCW 35A.12.130 (3rd ¶) and .160 (1st and 2nd ¶¶)) shall not apply.
6. Consistent with RCW 39.04.020 (2nd ¶), a description of this emergency situation and the financial estimate for the necessary immediate responsive action shall be published in the City's official newspaper within seven (7) days after commencement of the work.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 23rd day of May, 2023.

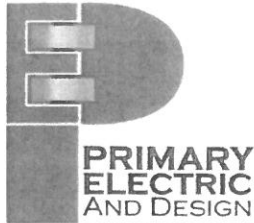

Sherry Raymond, Mayor

ATTEST:


Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:


Rob Case, City Attorney



PO BOX 2524 YAKIMA WA. 98907
(509)823-4442 CONTRACTOR# PRIMED899CH
primaryelect@gmail.com

Proposal

05/18/23

RE: City of Selah Well 6 zone 3 Booster Pump VFD

This pricing is to furnish and install New 100HP rated ABB Variable Frequency Drive equivalent to replace existing failed Schneider Electric VFD in existing VFD cabinet.

Inclusions

- A) Rip and Replace existing drive
- B) Rework of the existing Power, Control and Signal terminations to new equipment from existing door indicators
- C) Payment of prevailing wage
- D) Control Panel rework on face of cabinet
- E) 1 Year Warranty

\$15,980.00

Alternate to furnish and install Schneider Electric retro fit with 2 year warranty Alt pricing \$28,000.00

Exclusions

- A) Sales Tax



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 5/23/2023

Agenda Number: **15-E-9**

Informational Item

Title: Minutes from April 19, 2023 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: N/A

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).

Action Taken: None

**City of Selah
Planning Commission Minutes
Of
April 19, 2023**

A. Call to Order

Vice Chairman Apodaca calls the meeting to order at 5:35 pm.

B. Roll Call

Members Present: Vice Chair Apodaca, Commissioners: Graf, Elliott, and Chandler.
Members Absent: Chairman Smith.
Staff Present: Jeff Peters, City Planner.
Guest: Esther, Yakima County and Tom Beckwith present on Zoom.

C. Agenda Changes

D. Communications

1. Oral - None
2. Written - None

E. Approval of Minutes

1. *Approval of minutes from March 21, 2023.*

Vice Chair Apodaca asks for a motion to approve the minutes from the March 21, 2023 meeting.

Commissioner Graf motions to approve minutes.

Commissioner Elliott seconds.

Minutes are approved with a voice vote of 4-0.

F. Public Hearings

G. General Business

1. Old Business - None
2. New Business -

Mr. Peters introduces Tom with Beckwith Consulting to review the City of Selah Demographics and Housing Needs Assessment on Zoom.

Tom Beckwith presents a PowerPoint to review the current data from the City of Selah Housing Action Plan survey.

Discussion takes place.

H. Reports/Announcements

1. Chairman - None
2. Commissioners - None
3. Staff -

Mr. Peters shares that the Planning Department will be at the Selah Community Days to continue encouraging public involvement with the survey.

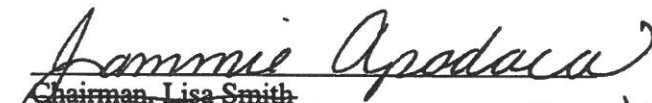
I. Adjournment

Vice Chair Apodaca asks for a motion to adjourn.

Commissioner Elliott motions to adjourn.

Commissioner Chandler seconds.

Vice Chair Apodaca adjourns the meeting at 7:14pm with a voice vote of 4-0.


~~Chairman, Lisa Smith~~
Vice chair, Jammie Apodaca

DATE: 5-23-23

[illegible]

COUNCIL ROLL CALL LIST: Meeting Date: 5-23-23

YES	ATTENDANCE	NO
✓	Councilmember Marquis	
✓	Councilmember Bell	
✓	Councilmember Costello	
✓	Councilmember Carlson	
✓	Councilmember Iverson	
✓	Councilmember Wickenhagen	
✓	Councilmember Peterson	

YES	AIS:	NO
	Councilmember Marquis	
	Councilmember Bell	
	Councilmember Costello	
	Councilmember Carlson	
	Councilmember Iverson	
	Councilmember Wickenhagen	
	Councilmember Peterson	

PASS

YES	AIS: 13-k	NO
✓	Councilmember Marquis	
✓	Councilmember Bell	
✓	Councilmember Costello	
✓	Councilmember Carlson	
✓	Councilmember Iverson	
✓	Councilmember Wickenhagen	
✓	Councilmember Peterson	

YES	AIS:	NO
	Councilmember Marquis	
	Councilmember Bell	
	Councilmember Costello	
	Councilmember Carlson	
	Councilmember Iverson	
	Councilmember Wickenhagen	
	Councilmember Peterson	

YES	AIS:	NO
	Councilmember Marquis	
	Councilmember Bell	
	Councilmember Costello	
	Councilmember Carlson	
	Councilmember Iverson	
	Councilmember Wickenhagen	
	Councilmember Peterson	

YES	AIS:	NO
	Councilmember Marquis	
	Councilmember Bell	
	Councilmember Costello	
	Councilmember Carlson	
	Councilmember Iverson	
	Councilmember Wickenhagen	
	Councilmember Peterson	

“Missing Middle”

Accessory Dwelling Unit



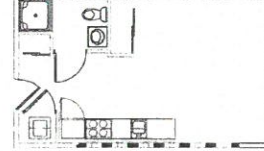
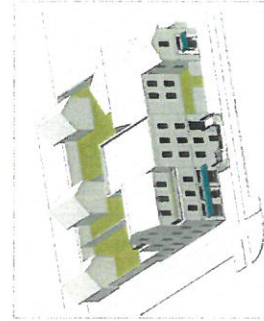
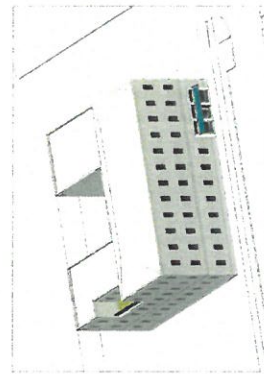
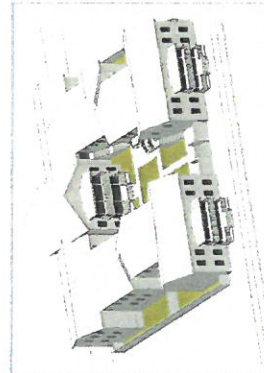
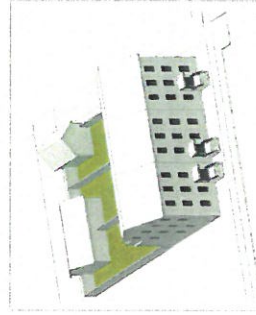
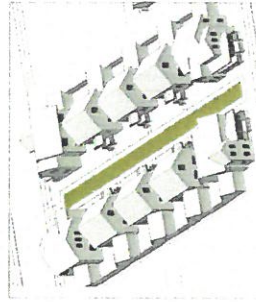
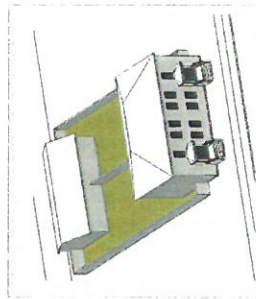
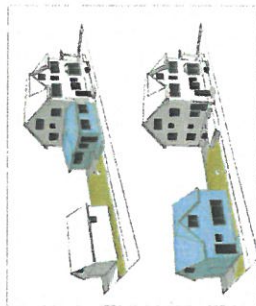
Duplex



Cottage



Townhouse



Courtyard Building



Multiplex

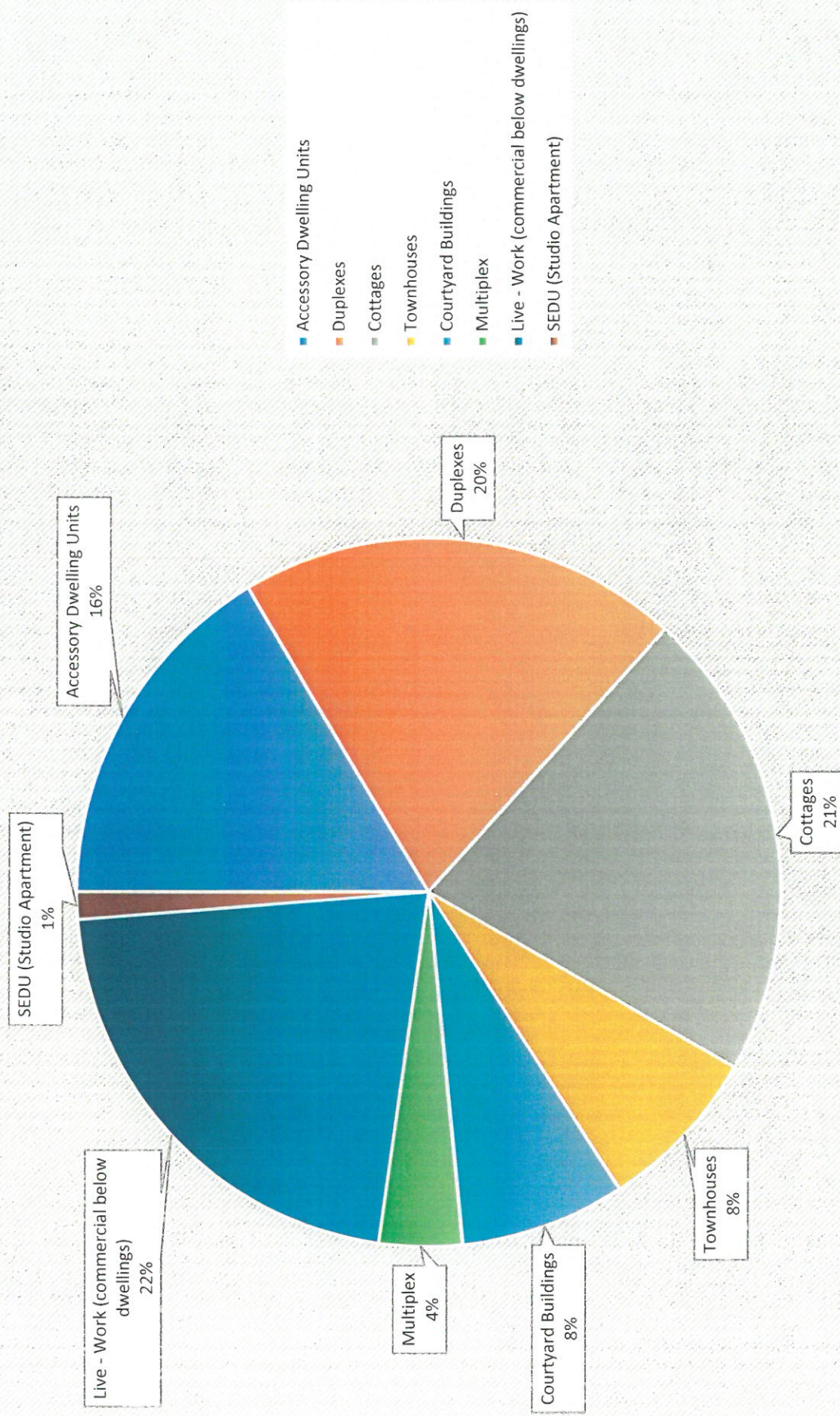


Live-Work

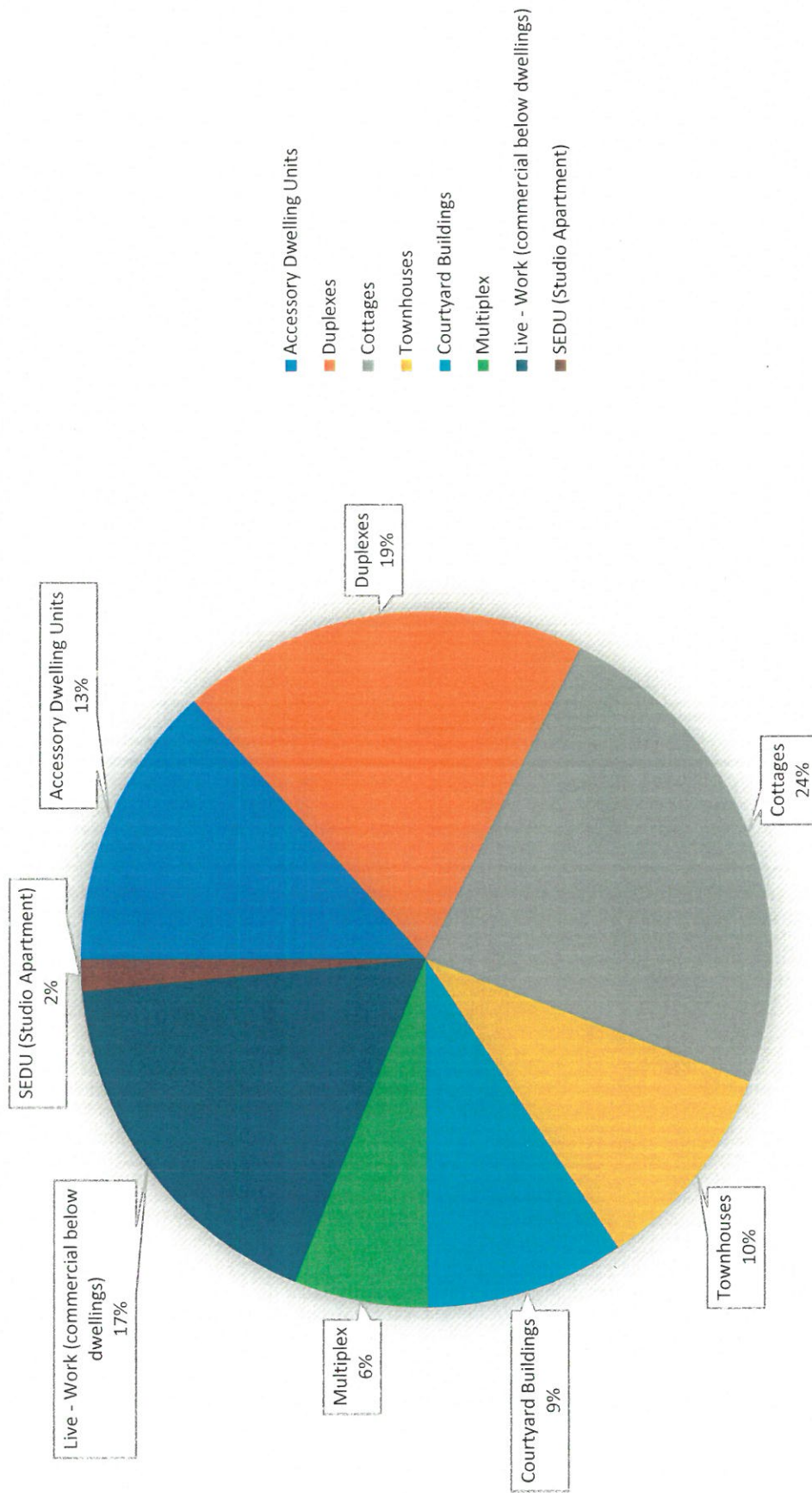


SEDU

Housing Style Visual Survey Community Days - Friday Day 1 Results



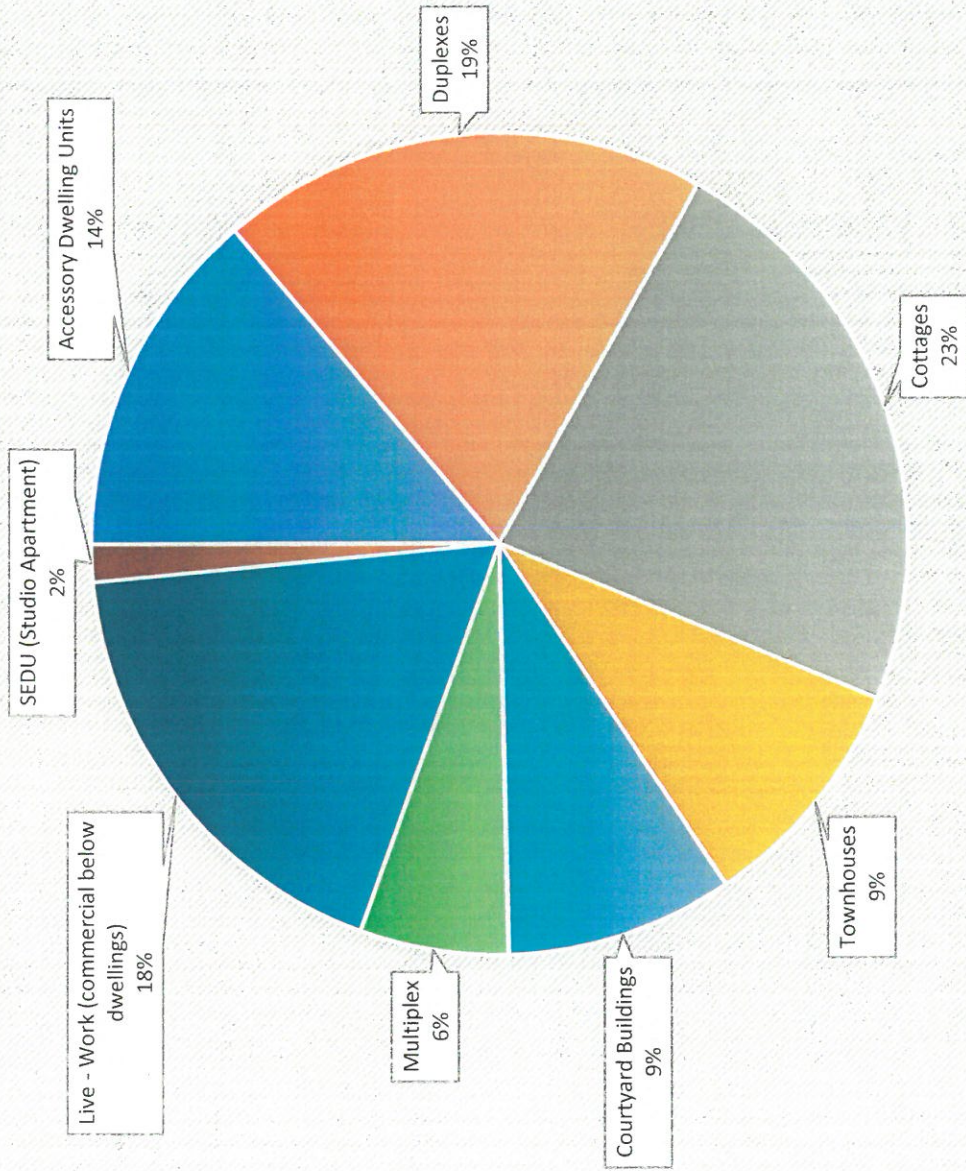
Housing Style Visual Survey Community Days - Saturday Day 2 Results



Housing Style Visual Survey Community Days - Total Results

Housing Types	Accessory Dwelling Units						
	Duplexes	Cottages	Townhouses	Courtyard Buildings	Multiplex	Live - Work (commercial below dwellings)	SEDU (Studio Apartment)
Friday Day 1 Results	16	17	6	6	3	17	1
							79
Housing Types Saturday Day 2 Results	Accessory Dwelling Units						
	Duplexes	Cottages	Townhouses	Courtyard Buildings	Multiplex	Live - Work (commercial below dwellings)	SEDU (Studio Apartment)
	76	93	39	37	25	69	6
							398
Housing Types	Accessory Dwelling Units						
	Duplexes	Cottages	Townhouses	Courtyard Buildings	Multiplex	Live - Work (commercial below dwellings)	SEDU (Studio Apartment)
Total for Both Days	92	110	45	43	28	86	7
							477

Housing Style Visual Survey Community Days - Total Results



- Accessory Dwelling Units
- Duplexes
- Cottages
- Townhouses
- Courtyard Buildings
- Multiplex
- Live - Work (commercial below dwellings)
- SEDU (Studio Apartment)

June												
							1	2	3			
	4	5	6	7	8	9	10					
3.1-3.3 Strategies virtual with Planning Commission	11	12	13	14	15	16	17					
	18	19	20	21	22	23	24					
	25	26	27	28	29	30						

July												
									1			
	2	3	4	5	6	7	8					
3.1-3.3 Review strategies with Council	9	10	11	12	13	14	15					
3.4 Review draft implementation plan with Planning Commission	16	17	18	19	20	21	22					
2.4 Conduct voter household survey on strategies	23	24	25	26	27	28	29					
	30	31										

August												
								1	2	3	4	5
	6	7	8	9	10	11	12					
4.1 Review implementation plan and voter results with Plan Commiss	13	14	15	16	17	18	19					
	20	21	22	23	24	25	26					
	27	28	29	30	31							

September												
								1	2			
	3	4	5	6	7	8	9					
4.2 Review draft HAP with Council	10	11	12	13	14	15	16					
	17	18	19	20	21	22	23					
	24	25	26	27	28	29	30					

October												
	1	2	3	4	5	6	7					
4.3 Review/approve final HAP with Council	8	9	10	11	12	13	14					
	15	16	17	18	19	20	21					
	22	23	24	25	26	27	28					
	29	30	31									

- 12 Holidays
- 12 Open houses
- 12 Workshops
- 12 City Council
- 12 Planning Commission
- 12 Surveys

115 West Naches Avenue
 115 West Naches Avenue
 Surveys out for public response