



SELAH CITY COUNCIL

July 11, 2023

4:30 p.m. – Study Session

5:30 p.m. – 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: July 11, 2023
4:30 p.m.: Study Session
5:30 p.m.: Regular Meeting

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

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

AGENDA

- 1) **Call to Order – Mayor Raymond**
- 2) **Roll Call**
- 3) **Registering in record of councilmember absence(s) as excused absence(s), per SMC 1.06.070**
- 4) **Pledge of Allegiance**
- 5) **Invocation with Bishop Taylor Hall with 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)**
- 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)
 - a. Rob Archer – Legion Baseball

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 June 13, 2023 Council Meeting

B. Dale Novobielski * Approval of Claims & Payroll

*14-A. Rocky Wallace Ordinance Enacting New Chapter 3.05, "Compost Procurement", of the Selah Municipal Code; Providing for Severability; Allowing for Corrections; and Establishing an Effective Date

*14-B Rob Case Ordinance Related to Public Safety and Public Peace

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 a Two-Page Transportation Improvement Board Updated Cost Estimate, for the Fremont Avenue Overlay Project

B. Rocky Wallace Resolution Amending Resolution No. 3027 for Additional Funding for the City's Emergency Water Well #5 Project

C. Rocky Wallace Resolution Authorizing the Mayor to Sign a Contract with Selland Construction, Inc., Related to the City's Fremont Avenue Sewer and Resurfacing Project

D. Rob Case Resolution Directing City Staff to Publish an Underlying Proposed Resolution in the City's Designated Official Newspaper as Notice of the City's Intent to Grant a Nonexclusive Franchise for Small Cell

Wireless Facilities to Yakima MSA Limited Partnership on July 25,
2023

14) **Ordinances**

- *A. Rocky Wallace Ordinance Enacting New Chapter 3.05, "Compost Procurement", of the Selah Municipal Code; Providing for Severability; Allowing for Corrections; and Establishing an Effective Date
- *B. Rob Case Ordinance Related to Public Safety and Public Peace

15) **Reports/Announcements**

- A. Departments
- B. Councilmembers, personally and on behalf of committees and boards
- C. City Attorney
- D. City Administrator
- E. Mayor or Presiding Officer, personally and on behalf of committees and boards

16) **Executive Session:**

RE: RCW 42.30.110(1)(b) - Regarding the acquisition of real estate

17) **Closed Session:**

RE: RCW 42.30.140(4)(b) – Regarding collective bargaining negotiations

18) **Adjournment**

Next Regular Meeting: July 25, 2023



SELAH CITY COUNCIL
Study Session Agenda
July 11, 2023



Selah City Council
Meeting Date: July 11, 2023
4:30 p.m.: Study Session

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) **Discussion Topics:**
 - A. Palm Park playground and dedication
 - B. Replacement for Clerk-Treasurer and City Administrator
 - C. Updates on public works projects

Regular Study Session: August 8, 2023



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 7/11/2023

Agenda Number: 10-A *

Action Item

Title: Approval of Minutes, June 13, 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
June 13, 2023
Regular Meeting

*Note for the Record: FTR voice recording system was not working. The audio/visual for the meeting was recorded via zoom.

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, Clifford Peterson

B. Staff Present: Joe Henne, City Administrator; Rob Case, City Attorney; Richard Brumley, Police Lieutenant; James Lange, Fire Chief; Rocky Wallace, Public Works Director; Dale Novobielski, City Clerk/Treasurer; Jeff Peters, Community Development Supervisor; and Treesa Morales, Executive Secretary.

3) **Registering in record of Councilmember absence(s) as excused absence(s), per SMC 1.06.070**

Councilmember Carlson moved to excuse Councilmember Wickenhagen from the meeting. Mayor Raymond called for a voice vote. All members responded with "aye." Motion carries.

4) **Pledge of Allegiance**

5) **Invocation with Bishop Stuart Cardon, from the Church of Jesus Christ of Latter-day Saints**

6) **Announcement of changes, if any, from previously-published agenda:**

Mayor Raymond announced the addition of Resolution 13 F to the agenda: Resolution Declaring that an Emergency Exists Due to Unexpected Failure of a 100-Horsepower Submersible Pump and Soft Start at the City's Water Well #5; 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

7) **Getting to know local businesses, agencies and/or people**

Mayor Raymond announced that Patty Ferguson from Green Gardens Nursery was scheduled to present at the meeting today, but was unable to come.

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

Audience member William Longmire approached the podium to make a comment. Mr. Longmire presented council with a project idea to replace the playground equipment at Palm Park. Mr. Longmire continued to explain that he would like council to approve naming the playground after Emily Harris. Mr. Longmire explained that he plans to raise all the funds for the playground and would like to add a plaque memorializing Mr. Harris. Mr. Longmire also mentioned that the first project in the Parks and Recreation Comprehensive plan is for a basketball court at Palm Park, but he believes the playground should be the first project.

Mayor Raymond stated she believes the original playground equipment was deemed unsafe, which is why it was removed. Mr. Henne agreed, stated that the City's insurance doesn't condone metal slides and swings.

Then, audience member Katrina Henkle from the Selah Downtown Association (SDA) approached the podium. Ms. Henkle gave an update on the SDA's current projects including the 4th of July Celebration at Carlon Park, where there will be games, toys, food, beverage, kids area, and regular vendors. Ms. Henkle explained there are still some B&O funds available, and provided an updated on other SDA projects.

Finally, audience member Kevin McKay, superintendent for the Selah School District gave an update on the schools. Mr. McKay thanked the city for the partnerships throughout the year, whether planned or not. Mr. McKay thanked the police department for their response to the recent threats at the schools and to public works for getting all the flags up for graduation.

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 Bell made a motion to move Resolution 13-C to the consent agenda. Council member Costello seconded. By voice vote, motion carries. Councilmember Peterson moved to approve the Consent Agenda as amended. Councilmember Iverson 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 – absent; Councilmember Peterson – yes. Motion carries.

Executive Secretary, Treesa Morales, read the Consent Agenda:

- A. Treesa Morales Approval of Minutes: May 23, 2023 Council Meeting
- B. Dale Novobielski Approval of Claims and Payroll:
Payroll Checks No. 85594-85610 for a total of \$372,139.44
Claim Checks No. 179935-180014 for a total of \$265,053.90
*(**Please note – check numbers listed on 5-23-23 meeting minutes were incorrectly reported and included the amounts listed above. Information above is included for informational and tracking purposes only and does not reflect more money spent)*
- 13-C Rocky Wallace Resolution Declaring the Wastewater Collection System Improvements Project as Complete and Accepting the Work and Materials

11) Public Hearings

A. Public Hearing to Consider Adoption of the Six Year Transportation Improvement Program for Secondary and Arterial Streets within the City of Selah for the Years 2024 to 2029

Mayor Raymond introduced the public hearing. Public Works Director Rocky Wallace provided background and information on the topic of the public hearing. After presentation,

Mayor Raymond opened the public hearing at 5:43 p.m.

Mr. Wallace provided more information on the Six-Year Transportation Improvement Program and covered the proposed projects as listed in the documents.

Councilmember Bell asked about the Southern Avenue project and wondered if it included signalization, and what kind of signals between 3rd and 7th? Mr. Wallace replied that was a typo – there is no signal at 3rd and 7th. Mr. Bell then asked about the work from Naches Ave to Rushmore. Mr. Bell stated this project was on last year's plan and wonders if there ever is an extension from Naches to the highway in the future, is the City throwing money away by doing this project now instead of waiting till later. Mr. Wallace said he wasn't sure, but doesn't believe it would be an issue. Mr. Bell follow up, stating he's concerned about putting in a curb and sidewalk to Rushmore and then having to redo it later if there is an extension.

Mayor Raymond asked the public in attendance if they had any comments on the plan. Seeing no further discussion, Mayor Raymond closed the public hearing at 5:51 p.m.

13-A (RELOCATED) Resolution Adopting the Six Year Transportation Improvement Program for Secondary and Arterial Streets within the City of Selah for the Years 2024 to 2029

Introduced by Mayor Raymond and presented by Mr. Wallace. Mr. Wallace also clarified that he would amend the project at Southern avenue to remove the signalization, if approved by council. After presentation,

Councilmember Bell moved to approve the Resolution with the amendments to the Plan. Councilmember Peterson 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 – absent; Councilmember Peterson – yes. Motion carries.

B. Public Hearing Regarding Establishment of a Crusher Canyon Sewer Connection Charge for Properties Located within a Designated Area, Which Would Apply in Addition to the City's Typical Sewer Connection Charge

Mayor Raymond introduced the public hearing. Public Works Director Rocky Wallace provided background and information on the topic of the public hearing. After presentation,

Mayor Raymond opened the public hearing at 5:53 p.m.

Mr. Wallace explained that the city is looking to recoup the city's portion of funds that were expended on this project for the Crusher Canyon Sewer extension project and explained that current property owners would not be forced to connect, but if or when they select to, they would pay the connection fee. Mr. Wallace also noted that any new building construction would pay the connection fee.

Councilmember Carlson asked if the cost is included in the development and if it as per connection or a one-time charge for the development as a whole? Mr. Wallace said the charge is a per lot connection fee, and reference section 25.57.

Councilmember Bell stated that it appears that on the north slope there is some property nearby, and asked Mr. Wallace if they would be paying the fee. Mr. Wallace asked if Mr. Bell was talking about Slade Rd? Mr. Bell confirmed, yes. Mr. Wallace said no, this is only for properties adjacent to Crusher Canyon.

Audience attendee Russell Selvide asked about why he did not get the information in the mail as mentioned. Rocky clarified that his property is in the county.

Mayor Raymond then asked if anyone from the audience has a comment on the subject. Seeing no further discussion, Mayor Raymond closed the public hearing at 5:58 p.m.

14-A (RELOCATED) Ordinance Amending Chapter 9.10 and Title 20 of the Selah Municipal Code; Establishing a Crusher Canyon Sewer Connection Charge; Providing for Severability; and Establishing an Effective Date

Introduced by Mayor Raymond and presented by Mr. Wallace. After presentation,

Councilmember Carlson moved to approve the Ordinance as presented. Councilmember Peterson 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 – absent; Councilmember Peterson – yes. Motion carries.

12) General Business

A. New Business: Discussion to designate a councilmember to attend the Parks Board Meetings

Mayor Raymond initiated the discussion and requested a councilmember to volunteer. Councilmember Costello spoke up and said he would be happy to attend. Mayor Raymond recognized Councilmember Costello as the council representative to attend the Parks and Leisure board meetings.

B. Old Business: Discussion regarding quotes received in response to janitorial request for qualifications

Mayor Raymond initiated the discussion. City Administrator Joe Henne addressed the council. Mr. Henne explained the bids received for the request for qualifications and pointed out to council how the wide range of responses. After discussion, Mr. Henne asked the council what they would like him to do.

Councilmember Peterson asked Mr. Henne to explain the column of how some bids met the requirements and some did not. Mr. Henne gave information on the bids received and explained that Intermountain Cleaning did not break down their price by building, ABM proposed three times a week when the request asked for two times per week, Christine Clean did not give a breakdown, PMW did the correct per week, King Clean turned theirs in late, and Sandy's sent their request with a new scope. Mayor Raymond asked about Intermountain Cleaning, asked if they gave an amount for the civic center. Mr. Henne said no, the amount included does not include the civic center.

Councilmember Carlson asked if there was a possibility of a staff member handling some of the duties? Mr. Henne said he would have to talk to the union about additional job duties, but maybe staff could volunteer. Councilmember Carlson asked if staff outside the union could do the work? Mr. Henne said he believes so. Mr. Carlson then explained that the city is currently paying for a service they are not getting done properly and he believes if there is a contract and the job isn't getting done there should be consequences, and the current contract is not stepping up. However, Mr. Carlson continued, if notice is sent to terminate the contract, it will put some urgency on the situation. Councilmember Peterson agreed, stated that the current contract doesn't seem to be meeting the requirements, and for those who didn't submit their request on time, they shouldn't be considered because we might be in the same place again.

Councilmember Marquis asked if the PNW quote was for each building? Mayor Raymond said she believes it for everything but the civic center. Councilmember Iverson clarified that the quote then is for 2 days of work at each building, except the civic center? Councilmember Marquis also

asked about King Clean, if their number was for two days per week cleaning as well? Mr. Henne said yes, when he read through them, these numbers are what he believed to be true.

Councilmember Iverson said he believed it would be worth talking to ABM. Mr. Carlson agreed. Mr. Henne said he would contact them to discuss their numbers.

Councilmember Marquis asked about hiring a full time employee. Mr. Henne said he brought it up a while back and the number he gave council did not include vehicles or supplies.

Councilmember Costello stated he thinks it would be worth looking at AMB, and if their numbers don't meet requirements then look at Intermountain too. City Attorney Case said Intermountain is not interested in cleaning the civic center. Councilmember Bell said that Intermountain is a no then. Mr. Henne agreed.

Councilmember Carlson made a motion to notify Operation Omni that the contract is going to be cancelled and start negotiations with ABM. Mr. Henne suggested the City has someone on the hook before cancelling with Operation Omni. Mr. Carlson said even if ABM is slightly higher, the city would at least be getting what we've asked for.

Mr. Henne said he would bring ABM in and go over everything, look at references and get things going.

Councilmember Bell asked for a breakdown of what it would cost to have a full time employee. Mr. Henne said the last time we talked about this, council said they wanted to get bids.

Councilmember Carlson recalls his motion.

Mayor Raymond said city staff would call ABM and look at their proposal.

Councilmember Iverson asked about hiring a single employee. Attorney Case clarified that Mr. Iverson was talking about a full time employee? Mr. Iverson said, yes, he would like to see what it costs for a full time employee and if they could get all the work done in a 40 hour week. Mr. Henne said he took the scope for the proposals from what is currently being requested, but the Civic Center has a lot of demands. Mr. Henne said he would look at it.

Mayor Raymond stated the discussion of a Janitor has gone on for so long, and it is time to make a decision. She stated she wants this issue resolved by the last meeting in July. And the City is not giving Betty notice until July.

13) Resolutions

B. Resolution Adopting the Six Year Transportation Improvement Program for Secondary and Arterial Streets within the City of Selah for the Years 2024 to 2029

Introduced by Mayor Raymond and presented by Mr. Wallace. After presentation,

Councilmember Carlson moved to approve the Resolution as presented. Councilmember Costello 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 – absent; Councilmember Peterson – yes. Motion carries.

D. Resolution Authorizing City Administrator to Sign a Four-Page Combined Quote and Agreement with Vision Municipal Solutions, LLC, to Acquire a Payroll Software License; and Also Authorizing Him/Her to Terminate the Agreement in the Future if the Realized Benefits Do Not Prove Cost-Effective

Introduced by Mayor Raymond and presented by Mr. Henne. After presentation,

Councilmember Carlson moved to approve the Resolution as presented. Councilmember Bell seconded. Mayor Raymond restated the motion and asked Council for discussion.

Councilmember Bell asked how the system would work for reimbursement for travel for the company to come onboard the staff for use. Mr. Henne said, yes, the cost is for a one time training and installation. Councilmember Bell clarified if that cost was in addition to the final total or included? Mr. Henne said he was not sure, it could be.

Hearing no further discussion, 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 – absent; Councilmember Peterson – yes. Motion carries.

E. Resolution Confirming that, per the Vote During June 2023, No Severance will be Owed to the City Attorney if his Employment is Terminated on a Without Cause Basis by the City During the Year of 2027; but also Acknowledging that an Additional Vote as to 2027 Must be Held During June 2024

Introduced by Mayor Raymond and presented by Attorney Case. After presentation,

Councilmember Costello moved to approve the Resolution as presented. Councilmember Carlson seconded. Mayor Raymond restated the motion and asked Council for discussion.

Councilmember Bell asked if voting on this now means that it does not roll forward. Mr. Case said to put it simply, he would want a no vote. Councilmember Iverson asked if it was no today, the council would negotiate again next year? Mr. Case said yes, every year has a future year in question, and the outcome of this year decides what is done next year.

Councilmember Carlson said that firing without cause in 2027 is a discussion of whether to give money or not, and to him, this is a simple business decision.

Hearing no further discussion, Mayor Raymond called for Roll Call. Executive Secretary Morales called roll: Councilmember Marquis – yes; Councilmember Bell – no; Councilmember Costello – no; Councilmember Carlson – yes; Councilmember Iverson – yes; Councilmember Wickenhagen – absent; Councilmember Peterson – no. Motion ends in tie.

Mayor Raymond deferred to Attorney Case for guidance. Mr. Case read RCW 35.A.12.100, “The mayor shall preside over all meetings of the city council, when present, but shall have a vote only in the case of a tie in the votes of the councilmembers with respect to matters other than the passage of any ordinance, grant, or revocation of franchise or license, or any resolution for the payment of money.” Mr. Case continued to explain that this resolution approves a contract for the payment of money and when Mr. Wayman corresponded with MRSC about this issue a few years ago, they said it find because it was part of a contract. Mr. Case then said, secondly, the language of the contract speaks in terms of “there needs to be a vote,” but specifies what a passing vote means. Mr. Case referred to page 6 of the contract.

Councilmember Carlson asked what precedence was set when the previous tie breaker took place? Attorney Case explained that the previous vote was not under the language of a contract; rather this is per the contract, so it’s a bit different. Mr. Case asked the Mayor if she wanted to vote. Mayor Raymond said, I am going to vote, I am going to vote no. The Mayor continued to say that the value of keeping an employee will be worth it. Mr. Case reminded council if they want to come talk, he is more than happy to meet with them.

13-F: Resolution Declaring that an Emergency Exists Due to Unexpected Failure of a 100-Horsepower Submersible Pump and Soft Start at the City’s Water Well #5; 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

Introduced by Mayor Raymond. Presented by Rocky Wallace. After presentation, Mr. Wallace explained that with the extra heat, the pump is running extra hard. Mr. Wallace also stated that the City is asking for \$65,000, in case any wiring needs to be replaced, but he is hoping it will come in under that amount.

Councilmember Bell moved to approve the Resolution as presented. Councilmember Peterson seconded. Mayor Raymond restated the motion and asked Council for discussion.

Councilmember Carlson pointed out that the Resolution states “well 6” but it should read “well 5.” Mr. Carlson made a sub motion to make the adjustment. Councilmember Costello seconded. Mayor Raymond restated the motion and asked for discussion. Seeing none Mayor Raymond asked for approval with a voice vote. All councilmembers responded with “aye.” Motion carries. Mayor Raymond then restated the original motion 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 – absent; Councilmember Peterson – yes.

14. Ordinances

B. Ordinance Amending the 2023 Budget for the Expenditure of Lodging Taxes

Introduced by Mayor Raymond and presented by Mr. Novobielski. After presentation,

Councilmember Peterson moved to approve the Ordinance as presented. Councilmember Costello 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 – absent; Councilmember Peterson – yes. Motion carries.

C. Ordinance Amending the 2023 Budget for Fire Department Personnel Changes

Introduced by Mayor Raymond and presented by Mr. Novobielski. After presentation,

Councilmember Bell moved to approve the Ordinance as presented. Councilmember Carlson 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 – absent; Councilmember Peterson – yes. Motion carries.

B. Reports/Announcements

a. Departments

- Fire – Mayor Raymond read a statement from Chief Lange, which included the announcement that Deputy Chief Gillie would be leaving the department at the end of June to accept a position as Chief in another department. Mayor Raymond also reported the Ambulance Company should be in town by the end of the month; and that the County is working on distributing ARPA money and the flock cameras are their no. 1 priority.
- Police Department – Chief Christman reported that the department is working on an agreement with the School District for a program called “Handle with Care” which provides help for children who have experienced a traumatic episode. Chief clarified that there would be no money spent from the City on this project. Chief also followed up with council on an apartment fire that happened the week prior and they have a suspect in custody. Chief said, as the Mayor mentioned, that the flock camera project is well underway. And the two new officers would be graduating from the academy on October 4th, 2023.
- Planning – Jeff Peters gave a department update including the work on the Housing Action Plan. Mr. Peters also said construction work is starting on the previously titled “Selah Travel Trailer” lot, that the Planning department has reviewed their civil plans and

completed the class 1 review and zoning permits. Mr. Peters explained they would be putting in the infrastructure first and then buildings.

Mayor Raymond asked how word would be spread on the public meetings? Mr. Peters explained they would put an add in the paper, and announce it on all other platforms. Mr. Peters also stated that they heard feedback from before that the public would have liked a virtual option, so they plan to include that option for the public meetings this time. Mayor Raymond asked if there would be a cost to do so. Mr. Peters said no, and it would actually help because they can record the meeting and post it on the website to view later.

- **Public Works** – Rocky Wallace gave a department update and information on which projects the department is working on. Mr. Wallace then said that Legion baseball reached out to him regarding a re-roof of the buildings at the ball field and regarding the temporary fencing. Mr. Wallace then asked council if they would like legion to come talk to the Council in July. Councilmember Iverson said sure, Councilmember Marquis said sure. Mr. Wallace said he would communicate that to the Archers, and if the council has specific questions to please contact him.
- **Finance** – Mr. Novobielski updated the council on the tax revenues for May. Mr. Novobielski also notified council that the financial statements are available on the city website.

b. Councilmembers

Councilmember Bell stated that the pool would be open on Thursday and they are trying lifeguards for other pools in the community

Councilmember Costello stated that he stopped into the new business, Tool Liquidators and wondered when a new business comes to town if the city could put them on the reader board at the civic center. Mayor Raymond said she doesn't see why not, and that she would check.

Councilmember Iverson recalled the school district board meeting where a presentation was given on the dual language program. Mr. Iverson also said he attended the chamber meeting.

c. **City Attorney** – Mr. Case updated the council on the “blake decision” which is a State decision regarding the criminalization of possession of drugs. Mr. Case said the fall out of the decisions is that cities will need to re-sentence defendants and vacate a lot of sentences. Mr. Case said the City only has a couple hundred cases to deal with and that the state is providing some funding to reassess the cases, and that this situation is ongoing and will be through the June of next year.

Councilmember Costello asked if it was just for misdemeanor drug possession. Mr. Case said yes, the city would have to vacate anything that is cannabis possession or paraphernalia. Mr. Case said the A.O.C sent a list of all the cases in Selah that apply.

d. **City Administrator** – Mr. Henne said he would meet with Zack and Rocky to discuss the project at palm park. Mr. Henne also notified the Council that City Staff would be meeting with the Union on Friday.

e. **Mayor Raymond** – addressed the council regarding the June council meetings. Ms. Raymond reminded council that there is usually only one council meeting in June, but asked Council if they wanted to have a second one.

Councilmember Carlson asked Mr. Wallace if there was a need? Mr. Wallace said yes, but if not, he can make it work. Mr. Carlson said he would encourage a meeting if there is a need. Mr. Costello said he would be around if a second one is needed. Councilmembers Peterson and Bell said they would be around if needed too. Mayor Raymond told council that staff would decided by Friday.

Councilmember Peterson reminded the council that meetings are set by ordinance, so wouldn't it be a special meeting? Mr. Case said, yes the code says one meeting in June, and that the Council can schedule a special meeting anytime, but it is very restricted on what can be discussed.


Mayor Raymond said, ok, no meeting then.

C. Executive Session: RCW 42.30.110(1)(b) - None

D. Adjournment

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

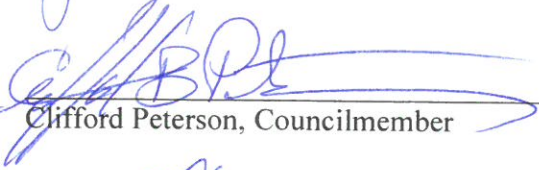
The meeting adjourned at 7:27 p.m.



Roger Bell, Councilmember




Jared Iverson, Councilmember



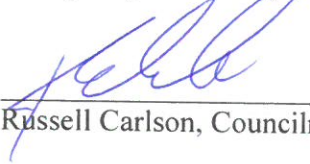
Clifford Peterson, Councilmember



Michael Costello, Councilmember



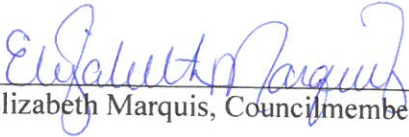
Sherry Raymond, Mayor



Russell Carlson, Councilmember

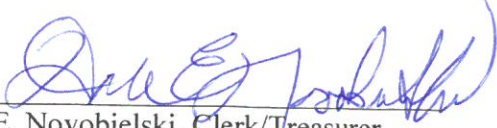
Absent

Kevin Wickenhagen, Councilmember



Elizabeth Marquis, Councilmember

ATTEST:



Dale E. Novobielski, Clerk/Treasurer



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 6/13/2023

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: 7/11/2023

Agenda Number: **B-A**

Action Item

Title: Resolution Authorizing the Mayor to Sign a Two-Page Transportation Improvement Board Updated Cost Estimate, for the Fremont Avenue Overlay Project

From: Rocky D. Wallace, Public Works Director

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: Increase of \$5,826.00 for a new total City contribution of \$47,591.00

Funding Source: 111, Street Improvement Fund

Background/Findings/Facts: This pertains to the City's Fremont Avenue Overlay Project. The City solicited competitive sealed bids from interested contractors to grind and overlay the two vehicle travel lanes and install ADA-compliant sidewalk ramps on portions of West Fremont Avenue between 16th Street and 11th Street. The received bids were opened and comparatively evaluated at City Hall at approximately 2:00 p.m., Wednesday, June 14, 2023. A total of three (3) bids were opened and compared. The lowest qualified bid was for the total amount of \$380,714.00, as submitted by Selland Construction, Inc., of Wenatchee, Washington. Such amount proved to be approximately eighteen percent (18%) higher than the preliminary cost estimate that had been prepared by the City's retained engineering firm – HLA Engineering & Land Surveying, Inc.

The City previously received a funding commitment from the Washington State Transportation Improvement Board (TIB) for a portion of the costs on this Project. TIB's preliminary commitment was for \$375,8850.00. TIB's commitment will now be increased by \$43,438.00, for a new total of \$419,323.00, due to the actual amount of Selland Construction's bid.

A two-page Transportation Improvement Board Updated Cost Estimate has been prepared, a copy is appended to this AIS, and City staff is requesting that the City Council authorize – by approving the appended proposed Resolution – the Mayor to sign it.

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

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

Date:	Action Taken:
1/24/2022	Resolution No. 2972 Authorizing the Mayor to sign a Five-Page Washington State Transportation Improvements Board (TIB) Fuel Tax Agreement 3-E-182(007)-1 pertaining to the City's Fremont Avenue Overlay Project.
8/09/2022	Resolution No. 2936 Authorizing the Mayor to sign a Washington State Transportation Improvements Board (TIB) funding application for the 2022 Arterial Preservation Program for the Fremont Avenue Resurfacing Project.

RESOLUTION NO. 3028

RESOLUTION AUTHORIZING THE MAYOR TO SIGN A TWO-PAGE
TRANSPORTATION IMPROVEMENT BOARD UPDATED COST ESTIMATE, FOR THE
FREMONT AVENUE OVERLAY PROJECT

WHEREAS, the City previously received a funding commitment from the Washington State Transportation Improvement Board (TIB) for a portion of costs for the City's Fremont Avenue Overlay Project; and

WHEREAS, the City desires, as part of such Project, to grind and overlay the two vehicle travel lanes and install ADA-compliant sidewalk ramps on portions of West Fremont Avenue between 16th Street and 11th Street; and

WHEREAS, the City solicited competitive sealed bids from interested contractors for such scope of work, and the lowest qualified bid – by Selland Construction, of Wenatchee, Washington – was for a total amount that proved to be approximately eighteen percent (18%) higher than preliminary cost estimate that had been prepared by the City's retained engineering firm – HLA Engineering & Land Surveying, Inc.; and

WHEREAS, as a result of such higher total cost, TIB's monetary contribution on this Project will be correspondingly increased by \$43,438.00; and

WHEREAS, a two-page Transportation Improvement Board Updated Cost Estimate form/agreement has been prepared to confirm such increased monetary contribution by TIB, and the terms thereof are acceptable to City staff;

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 Transportation Improvement Board Updated Cost Estimate is the form appended hereto.


PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 11th day of July, 2023.


Sherry Raymond, Mayor

ATTEST:


Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:


Rob Case, City Attorney



Transportation Improvement Board Updated Cost Estimate

Form generated on 16 Jun 2023

Agency **SELAH**

TIB Project No **3-E-182(007)-1**

Project Name **Fremont Avenue Overlay - 16th St to 11th St**

BID OPENING

Submit form PRIOR to award of contract

Current TIB Commitment

\$ **375,885**

TOTAL COST ESTIMATE AT BID OPENING

DESIGN PHASE		CONSTRUCTION PHASE		
Design Engineering	Right of Way	Construction Engineering	Construction Other	Contract Amount
43,100		43,100		380,714
Phase Total	43,100	Phase Total		423,814
		Total Project Cost		466,914

Include a cost breakdown for Construction Other

N/A

DETERMINATION OF ELIGIBLE COST

Enter the current estimated totals for Landscaping and Other Noneligible Cost

Engineering Over 30 Percent	Other Noneligible Cost	Total Landscaping Cost	Allowable Landscaping	Noneligible Landscaping	Total Noneligible Cost
0	1,000	1,000	18,986	0	1,000
Total Eligible Project Cost					465,914

Include a cost breakdown of Other Noneligible costs

\$1,000 for minor change

Change in Eligible Total Project Cost (Total Eligible Project Cost - Previous Phase Eligible Cost) **48,264**

Calculated Total TIB funds **375,885**

The maximum allowable TIB administrative increase can not exceed \$43,438

Requested Change **43,438**

Requested Total TIB funds **419,323**

Enter explanation for the change in Total Project Cost in the space below

The Total Project Cost has slightly increased due many factors but the larger changes were in the traffic control and planing bituminous pavement bid prices.

Based on the cost information shown above, the agency requests a TIB fund increase in the amount of \$43,438
For all increase requests, please contact your TIB Engineer

FUNDING PARTNER PARTICIPATION

Update Funding Partner(s) and their current participation		
Funding Partners	Previous Commitment	Current Participation
TIB	375,885	419,323
SELAH	41,765	47,591
WSDOT	0	
	0	
	0	
	0	
	0	
	0	
	0	
	0	
	0	
	0	
TOTALS	\$417,650	\$466,914

Funding Partner Total is Correct

REQUIRED ATTACHMENTS

- ▶ Submit BID TABULATIONS with Updated Cost Estimate
- ▶ Include a cost breakdown of Other Noneligible costs in cell B24
- ▶ Enter justification for COST INCREASE in cell B32

AGENCY OFFICIAL

By my signature below, I certify the costs shown are true and correct and I am authorized to financially indebt the agency.

Sherry Raymond

Printed or Typed Name

Mayor

Title

Sherry Raymond 7-12-23
Signature & Date

REGISTERED ENGINEER

I certify the bid tabulations are accurate and correct.

Stephen S. Hazzard, PE



Printed or Typed Name

Stephen S. Hazzard
Signature & Date

Digitally signed by Stephen S. Hazzard, PE
DN: C=US, E=shazzard@hlacivil.com, O="HLA Engineering and Land Surveying, Inc.", CN="Stephen S. Hazzard, PE"
Date: 2023.06.20 10:26:11-07'00'

BID SUMMARY										BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3	
Owner: City of Selah Project: Fremont Avenue Sewer and Resurfacing Improvements HLA Project No.: 23034 Bid Opening Date: June 14, 2023										Selland Construction, Inc. P.O. Box 119 Wenatchee, WA 98807		Midway Underground, LLC P.O. Box 1107 Toledo, WA 98591		Pacific Civil & Infrastructure, Inc. 5124 180th Street E Tacoma, WA 98446	
ITEM NO.	SCH.	DESCRIPTION	QTY.	UNIT	ENGINEER'S ESTIMATE		UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
					UNIT PRICE	AMOUNT									
1	A	Minor Change	1	FA	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00		\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
2	A	Mobilization	1	LS	\$ 24,000.00	\$ 24,000.00	\$ 25,000.00	\$ 25,000.00		\$ 35,000.00	\$ 35,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
3	A	Project Temporary Traffic Control	1	LS	\$ 40,000.00	\$ 40,000.00	\$ 70,000.00	\$ 70,000.00		\$ 32,500.00	\$ 32,500.00	\$ 60,480.00	\$ 60,480.00	\$ 60,480.00	\$ 60,480.00
4	A	Unclassified Excavation Incl. Haul	80	CY	\$ 150.00	\$ 12,000.00	\$ 135.00	\$ 10,800.00		\$ 26.00	\$ 2,080.00	\$ 250.00	\$ 20,000.00	\$ 250.00	\$ 20,000.00
5	A	Crushed Surfacing Top Course	65	TON	\$ 80.00	\$ 5,200.00	\$ 100.00	\$ 6,500.00		\$ 36.00	\$ 2,340.00	\$ 50.00	\$ 3,250.00	\$ 50.00	\$ 3,250.00
6	A	Emulsified Asphalt (CSS-1)	1,840	SY	\$ 1.50	\$ 2,760.00	\$ 0.85	\$ 1,564.00		\$ 1.50	\$ 2,760.00	\$ 0.75	\$ 1,380.00	\$ 0.75	\$ 1,380.00
7	A	Planing Bituminous Pavement	6,000	SY	\$ 3.00	\$ 18,000.00	\$ 6.50	\$ 39,000.00		\$ 6.00	\$ 36,000.00	\$ 15.50	\$ 93,000.00	\$ 15.50	\$ 93,000.00
8	A	Crack Sealing	1	FA	\$ 8,500.00	\$ 8,500.00	\$ 8,500.00	\$ 8,500.00		\$ 8,500.00	\$ 8,500.00	\$ 8,500.00	\$ 8,500.00	\$ 8,500.00	\$ 8,500.00
9	A	Pavement Repair Excavation Incl. Haul	150	SY	\$ 30.00	\$ 4,500.00	\$ 35.00	\$ 5,250.00		\$ 12.00	\$ 1,800.00	\$ 150.00	\$ 22,500.00	\$ 150.00	\$ 22,500.00
10	A	HMA For Pavement Repair Cl. 3/8-Inch PG 64H-28	50	TON	\$ 180.00	\$ 9,000.00	\$ 250.00	\$ 12,500.00		\$ 180.00	\$ 9,000.00	\$ 235.00	\$ 11,750.00	\$ 235.00	\$ 11,750.00
11	A	HMA For Preleveling Cl. 3/8-Inch PG 64H-28	170	TON	\$ 130.00	\$ 22,100.00	\$ 150.00	\$ 25,500.00		\$ 165.00	\$ 28,050.00	\$ 140.00	\$ 23,800.00	\$ 140.00	\$ 23,800.00
12	A	HMA Cl. 3/8-Inch PG 64H-28	640	TON	\$ 120.00	\$ 76,800.00	\$ 120.00	\$ 76,800.00		\$ 130.00	\$ 83,200.00	\$ 110.00	\$ 70,400.00	\$ 110.00	\$ 70,400.00
13	A	Adjust Manhole	11	EA	\$ 800.00	\$ 8,800.00	\$ 800.00	\$ 8,800.00		\$ 1,500.00	\$ 16,500.00	\$ 975.00	\$ 10,725.00	\$ 975.00	\$ 10,725.00
14	A	Adjust Catch Basin	4	EA	\$ 400.00	\$ 1,600.00	\$ 800.00	\$ 3,200.00		\$ 1,250.00	\$ 5,000.00	\$ 510.00	\$ 2,040.00	\$ 510.00	\$ 2,040.00
15	A	Adjust Valve Box	11	EA	\$ 750.00	\$ 8,250.00	\$ 800.00	\$ 8,800.00		\$ 750.00	\$ 8,250.00	\$ 675.00	\$ 7,425.00	\$ 675.00	\$ 7,425.00
16	A	Inlet Protection	11	EA	\$ 75.00	\$ 825.00	\$ 100.00	\$ 1,100.00		\$ 110.00	\$ 1,210.00	\$ 75.00	\$ 825.00	\$ 75.00	\$ 825.00
17	A	Landscape Restoration	1	FA	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00		\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
18	A	Cement Conc. Traffic Curb and Gutter	270	LF	\$ 60.00	\$ 16,200.00	\$ 50.00	\$ 13,500.00		\$ 60.00	\$ 16,200.00	\$ 43.00	\$ 11,610.00	\$ 43.00	\$ 11,610.00
19	A	Cement Conc. Sidewalk 6-Inch Thick	40	SY	\$ 125.00	\$ 5,000.00	\$ 100.00	\$ 4,000.00		\$ 80.00	\$ 3,200.00	\$ 65.00	\$ 2,600.00	\$ 65.00	\$ 2,600.00
20	A	Cement Conc. Sidewalk 4-Inch Thick	90	SY	\$ 90.00	\$ 8,100.00	\$ 110.00	\$ 9,900.00		\$ 95.00	\$ 8,550.00	\$ 81.00	\$ 7,290.00	\$ 81.00	\$ 7,290.00
21	A	Cement Conc. Curb Ramp	13	EA	\$ 3,200.00	\$ 41,600.00	\$ 3,000.00	\$ 39,000.00		\$ 3,750.00	\$ 48,750.00	\$ 2,300.00	\$ 29,900.00	\$ 2,300.00	\$ 29,900.00
22	A	Pavement Markings	1	LS	\$ 7,000.00	\$ 7,000.00	\$ 9,000.00	\$ 9,000.00		\$ 13,500.00	\$ 13,500.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00

BID SUMMARY														
Owner: City of Selah Project: Fremont Avenue Sewer and Resurfacing Improvements HLA Project No.: 23034 Bid Opening Date: June 14, 2023														
ITEM NO.	SCH.	DESCRIPTION	QTY.	UNIT	ENGINEER'S ESTIMATE		BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3			
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT		
23	B	Minor Change	1	FA	\$	20,000.00	\$	20,000.00	\$	20,000.00	\$	20,000.00	\$	20,000.00
24	B	Mobilization	1	LS	\$	42,000.00	\$	30,000.00	\$	58,000.00	\$	70,000.00	\$	70,000.00
25	B	Project Temporary Traffic Control	1	LS	\$	50,000.00	\$	50,000.00	\$	43,200.00	\$	31,420.00	\$	31,420.00
26	B	Planing Bituminous Pavement	1,625	SY	\$	3.00	\$	8.50	\$	6.00	\$	15.50	\$	25,187.50
27	B	Crack Sealing	1	FA	\$	5,000.00	\$	5,000.00	\$	5,000.00	\$	5,000.00	\$	5,000.00
28	B	Pavement Repair Excavation Incl. Haul	100	SY	\$	50.00	\$	35.00	\$	12.00	\$	150.00	\$	15,000.00
29	B	HMA For Pavement Repair Cl. 3/8-Inch PG 64H-28	35	TON	\$	220.00	\$	250.00	\$	200.00	\$	235.00	\$	8,225.00
30	B	HMA For Preleveling Cl. 3/8-Inch PG 64H-28	80	TON	\$	150.00	\$	150.00	\$	165.00	\$	140.00	\$	11,200.00
31	B	HMA Cl. 3/8-Inch PG 64H-28	450	TON	\$	120.00	\$	120.00	\$	130.00	\$	110.00	\$	49,500.00
32	B	Manhole 48 In. Diam. Type 1	7	EA	\$	4,500.00	\$	3,200.00	\$	6,200.00	\$	10,500.00	\$	73,500.00
33	B	Drop Structure	2	EA	\$	2,500.00	\$	5,000.00	\$	4,500.00	\$	8,000.00	\$	16,000.00
34	B	Shoring or Extra Excavation	1,975	LF	\$	2.00	\$	1.00	\$	5.00	\$	2.00	\$	3,950.00
35	B	Select Backfill, as Directed	1,500	CY	\$	50.00	\$	50.00	\$	40.00	\$	36.75	\$	55,125.00
36	B	Adjust Valve Box	7	EA	\$	800.00	\$	800.00	\$	750.00	\$	675.00	\$	4,725.00
37	B	PVC Sanitary Sewer Pipe 12 In. Diam.	1,975	LF	\$	100.00	\$	115.00	\$	135.00	\$	120.00	\$	237,000.00
38	B	Inlet Protection	17	EA	\$	125.00	\$	100.00	\$	110.00	\$	75.00	\$	1,275.00
39	B	Pavement Markings	1	LS	\$	5,000.00	\$	6,000.00	\$	8,750.00	\$	5,650.00	\$	5,650.00
40	B	Control Density Fill	25	CY	\$	250.00	\$	300.00	\$	250.00	\$	250.00	\$	6,250.00
Schedule A Bid Subtotal						\$	\$	\$	\$	\$	\$	\$	\$	\$
Schedule B Bid Subtotal						\$	\$	\$	\$	\$	\$	\$	\$	\$
8.3% Sales Tax - Schedule B						\$	\$	\$	\$	\$	\$	\$	\$	\$
SCHEDULE B - TOTAL						\$	\$	\$	\$	\$	\$	\$	\$	\$
BID TOTAL						\$	\$	\$	\$	\$	\$	\$	\$	\$

BID SUMMARY						
Owner: City of Selah Project: Fremont Avenue Sewer and Resurfacing Improvements HLA Project No.: 23034 Bid Opening Date: June 14, 2023						
ITEM NO.	SCH.	DESCRIPTION	QTY.	UNIT	ENGINEER'S ESTIMATE UNIT PRICE AMOUNT	
ENGINEER'S REPORT						
Competitive bids were opened June 14, 2023. All bids have been reviewed by this office. We recommend the contract be awarded to: Salland Construction, Inc.						
 <small>Digitally signed by Stephen S. Hazzard, PE DN: cn=US, email=ss@hazardsllc.com, o=HLA Engineering and Land Surveying, Inc., c=United States of America, postalCode=98108, serial=2023.06.14.16.32.54.0703</small>					Date	
Project Engineer						
					BIDDER	
					BID TOTAL	
BIDDER NO. 1 Salland Construction, Inc. P.O. Box 119 Wenatchee, WA 98807					BIDDER NO. 2 Midway Underground, LLC P.O. Box 1107 Toledo, WA 98591	BIDDER NO. 3 Pacific Civil & Infrastructure, Inc. 5124 180th Street E Tacoma, WA 98446
UNIT PRICE			AMOUNT		UNIT PRICE	AMOUNT
ADDITIONAL BID TOTALS						
*Highlighted amounts have been corrected.						

*Bid results can be found at: hlacivil.com



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 7/11/2023

Agenda Number: 13 - B

Action Item

Title: Resolution Amending Resolution No. 3027 for Additional Funding for the City's Emergency Water Well #5 Project

From: Rocky Wallace, Public Works Director

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: Additional \$30,000.00 to the previously-approved \$65,000.00

Funding Source: 411, Water Fund

Background/Findings/Facts: It has become necessary to increase the previously-approved dollar amount due to additional parts and labor being needed as part of this project.

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:**

6/13/2023 Resolution No. 3027 declaring that an emergency exists due to unexpected failure of a 100-Horsepower submersible pump and soft start at the City's water Well #5; 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.

RESOLUTION NO. 3029

RESOLUTION AUTHORIZING ADDITIONAL FUNDING FOR THE CITY'S EMERGENCY
WATER WELL #5 PROJECT

WHEREAS, Resolution No. 3027 was passed and adopted by the City Council during the regularly-scheduled meeting on June 13, 2023; and

WHEREAS, such Resolution declared that an emergency existed with regard to the City's well number 5 and authorized the Public Works Director to spend up to \$65,000.00 in an effort to remediate the emergency; and

WHEREAS, during the course of work, City staff have discovered that additional funding is needed to fully remediate the emergency; and

WHEREAS, City staff contemplates that an additional \$30,000.00 will suffice for fully remediating the emergency;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON as follows: the previously-declared emergency still exists and the Public Works Director is hereby authorized to spend an additional \$30,000.00 in order to remediate the emergency.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 11th day of July, 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



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 7/11/2023

Agenda Number: 13-C

Action Item

Title: Resolution Authorizing the Mayor to Sign a Contract with Selland Construction, Inc., Related to the City's Fremont Avenue Sewer and Resurfacing Project

From: Rocky D. Wallace, Public Works Director

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: \$981,088.59 total (but the City's share will be less than the total amount, because TIB will also contribute funds)

Funding Source: 111, Street Improvement Fund; and 415, Sewer Fund

Background/Findings/Facts: This pertains to the City's Fremont Avenue Sewer and Resurfacing Project. The City solicited competitive sealed bids from interested contractors to install certain sewer improvements on Fremont Avenue between 4th Street and 10th Street, to grind and overlay the two vehicle travel lanes, and to install ADA-compliant sidewalk ramps on portions of Fremont Avenue between 16th Street and 11th Street. The received bids were opened and comparatively evaluated at City Hall at approximately 2:00 p.m., Wednesday, June 14, 2023. A total of three (3) bids were opened and compared. The lowest qualified bid was for the total amount of \$981,088.59, as submitted by Selland Construction, Inc., of Wenatchee, Washington. Such amount proved to be approximately nine percent (9%) higher than the preliminary cost estimate that had been prepared by the City's retained engineering firm – HLA Land Engineering & Land Surveying, Inc.

HLA and Public Works both recommend that the City award the project to Selland Construction. A "Contract" measuring six total pages (which pages are numbered 4-2 through 4-7, because they will be part of a larger total package of contract documents which package will include the specifications, bid material, and other items) has been prepared. A copy of such Contract is appended to this AIS. Its terms are acceptable to HLA and Public Works, and Public Works requests that the City Council authorize the Mayor – via approval of the attached proposed Resolution – to sign it.

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

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

Date:	Action Taken:
7/14/2023	Resolution Authorizing the Mayor to sign a two-page Transportation Improvements Board Update Cost Estimate, for the Fremont Avenue Overlay – 16 th St to 11 th St
1/24/2022	Resolution No. 2972 Authorizing the Mayor to sign a Five-Page Washington State Transportation Improvements Board (TIB) Fuel Tax Agreement 3-E-182(007)-1 pertaining to the City's Fremont Avenue Overlay Project.
8/09/2022	Resolution No. 2936 Authorizing the Mayor to sign a Washington State Transportation Improvements Board (TIB) funding application for the 2022 Arterial Preservation Program for the Fremont Avenue Resurfacing Project.

RESOLUTION NO. 3030

RESOLUTION AUTHORIZING THE MAYOR TO SIGN A CONTRACT WITH SELLAND CONSTRUCTION, INC., RELATED TO THE CITY'S FREMONT AVENUE SEWER AND RESURFACING PROJECT

WHEREAS, the City desires to construct certain sidewalk, street, and sewer improvements along portions of Fremont Avenue; and

WHEREAS, the City – with assistance by the City's retained engineering firm of HLA Engineering and Land Surveying, Inc. – solicited competitive sealed bids from interested contractors for such construction work, comparatively evaluated the received bids, and determined the lowest qualified bidder to be Selland Construction, Inc., of Wenatchee, Washington; and

WHEREAS, the City desires to award this scope of work to Selland Construction, and to enter into a construction contract for the overall total cost of \$981,088.59; and

WHEREAS, a written "Contract" measuring six total pages (which pages are labeled Contract, Certifications, Contract Bond and Schedule of Working Hours, and are numbered 4-2 through 4-7 because they will be part of a larger total package of contract documents which package will include the specifications, bid material, and other items) has been prepared, and the terms of the proposed Contract are acceptable to City staff;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, as follows: (1) that the Mayor be and is authorized to sign, and Rocky D. Wallace be and is authorized to fill-in the appropriate data on the existing blank lines on, the six-page Contract with Selland Construction, Inc., in the form appended hereto; (2) if an award letter and/or any other documentation proves necessary to effectuate awarding and/or receiving this scope of work, the Mayor and/or Rocky D. Wallace are likewise authorized to sign and/or prepare such; and (3) if it becomes possible for the City to obtain this scope of work for a lesser amount than currently contemplated, the Mayor and/or Rocky D. Wallace are authorized to enter into and/or sign any necessary agreements or documents without further approval by the City Council.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 11th day of July, 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



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

Attn: Mayor Sherry Raymond

Re: City of Selah
Fremont Avenue Sewer and Resurfacing Improvements
TIB Project No. 3-E-182(007)-1
HLA Project Nos.: 23034 & 23043
Recommendation of Award

Dear Rocky:

The bid opening for the above referenced project was held at Selah City Hall at 2:00 p.m. on Wednesday, June 14, 2023. A total of three (3) bids were received with the low bid of \$981,088.59, being offered by Selland Construction, Inc., of Wenatchee, WA. This low bid is approximately nine (9) percent above the Engineer's Estimate of \$898,932.50.

We have reviewed and checked the bid proposals of all bidders and recommend the City of Selah award a construction contract to Selland Construction, Inc., pending concurrence from TIB, in the amount of \$981,088.59. Please send us a copy of the City of Selah Council minutes authorizing award of this project.

Enclosed please find the project Bid Summary for your review. Please advise if we may answer any questions or provide additional information.

Very truly yours,

Stephen S. Hazzard, PE




SSH/jld

Enclosures

Copy: Joe Henne, Rocky Wallace – City of Selah
Angie Ringer, Taylor Denny - HLA

BID SUMMARY										BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3	
Owner: City of Selah Project: Fremont Avenue Sewer and Resurfacing Improvements HLA Project No.: 23034 Bid Opening Date: June 14, 2023										Selland Construction, Inc. P.O. Box 119 Wenatchee, WA 98807		Midway Underground, LLC P.O. Box 1107 Toledo, WA 98591		Pacific Civil & Infrastructure, Inc. 5124 180th Street E Tacoma, WA 98446	
ITEM NO.	SCH.	DESCRIPTION	QTY.	UNIT	ENGINEER'S ESTIMATE		BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3				
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT			
1	A	Minor Change	1	FA	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00			
2	A	Mobilization	1	LS	\$ 24,000.00	\$ 24,000.00	\$ 25,000.00	\$ 25,000.00	\$ 35,000.00	\$ 35,000.00	\$ 50,000.00	\$ 50,000.00			
3	A	Project Temporary Traffic Control	1	LS	\$ 40,000.00	\$ 40,000.00	\$ 70,000.00	\$ 70,000.00	\$ 32,500.00	\$ 32,500.00	\$ 60,480.00	\$ 60,480.00			
4	A	Unclassified Excavation Incl. Haul	80	CY	\$ 150.00	\$ 12,000.00	\$ 135.00	\$ 10,800.00	\$ 26.00	\$ 2,080.00	\$ 250.00	\$ 20,000.00			
5	A	Crushed Surfacing Top Course	65	TON	\$ 80.00	\$ 5,200.00	\$ 100.00	\$ 6,500.00	\$ 36.00	\$ 2,340.00	\$ 50.00	\$ 3,250.00			
6	A	Emulsified Asphalt (CSS-1)	1,840	SY	\$ 1.50	\$ 2,760.00	\$ 0.85	\$ 1,564.00	\$ 1.50	\$ 2,760.00	\$ 0.75	\$ 1,380.00			
7	A	Planing Bituminous Pavement	6,000	SY	\$ 3.00	\$ 18,000.00	\$ 6.50	\$ 39,000.00	\$ 6.00	\$ 36,000.00	\$ 15.50	\$ 93,000.00			
8	A	Crack Sealing	1	FA	\$ 8,500.00	\$ 8,500.00	\$ 8,500.00	\$ 8,500.00	\$ 8,500.00	\$ 8,500.00	\$ 8,500.00	\$ 8,500.00			
9	A	Pavement Repair Excavation Incl. Haul	150	SY	\$ 30.00	\$ 4,500.00	\$ 35.00	\$ 5,250.00	\$ 12.00	\$ 1,800.00	\$ 150.00	\$ 22,500.00			
10	A	HMA For Pavement Repair Cl. 3/8-Inch PG 64H-28	50	TON	\$ 180.00	\$ 9,000.00	\$ 250.00	\$ 12,500.00	\$ 180.00	\$ 9,000.00	\$ 235.00	\$ 11,750.00			
11	A	HMA For Preleveling Cl. 3/8-Inch PG 64H-28	170	TON	\$ 130.00	\$ 22,100.00	\$ 150.00	\$ 25,500.00	\$ 165.00	\$ 28,050.00	\$ 140.00	\$ 23,800.00			
12	A	HMA Cl. 3/8-Inch PG 64H-28	640	TON	\$ 120.00	\$ 76,800.00	\$ 120.00	\$ 76,800.00	\$ 130.00	\$ 83,200.00	\$ 110.00	\$ 70,400.00			
13	A	Adjust Manhole	11	EA	\$ 800.00	\$ 8,800.00	\$ 800.00	\$ 8,800.00	\$ 1,500.00	\$ 16,500.00	\$ 975.00	\$ 10,725.00			
14	A	Adjust Catch Basin	4	EA	\$ 400.00	\$ 1,600.00	\$ 800.00	\$ 3,200.00	\$ 1,250.00	\$ 5,000.00	\$ 510.00	\$ 2,040.00			
15	A	Adjust Valve Box	11	EA	\$ 750.00	\$ 8,250.00	\$ 800.00	\$ 8,800.00	\$ 750.00	\$ 8,250.00	\$ 675.00	\$ 7,425.00			
16	A	Inlet Protection	11	EA	\$ 75.00	\$ 825.00	\$ 100.00	\$ 1,100.00	\$ 110.00	\$ 1,210.00	\$ 75.00	\$ 825.00			
17	A	Landscape Restoration	1	FA	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00			
18	A	Cement Conc. Traffic Curb and Gutter	270	LF	\$ 60.00	\$ 16,200.00	\$ 50.00	\$ 13,500.00	\$ 60.00	\$ 16,200.00	\$ 43.00	\$ 11,610.00			
19	A	Cement Conc. Sidewalk 6-Inch Thick	40	SY	\$ 125.00	\$ 5,000.00	\$ 100.00	\$ 4,000.00	\$ 80.00	\$ 3,200.00	\$ 65.00	\$ 2,600.00			
20	A	Cement Conc. Sidewalk 4-Inch Thick	90	SY	\$ 90.00	\$ 8,100.00	\$ 110.00	\$ 9,900.00	\$ 95.00	\$ 8,550.00	\$ 81.00	\$ 7,290.00			
21	A	Cement Conc. Curb Ramp	13	EA	\$ 3,200.00	\$ 41,600.00	\$ 3,000.00	\$ 39,000.00	\$ 3,750.00	\$ 48,750.00	\$ 2,300.00	\$ 29,900.00			
22	A	Pavement Markings	1	LS	\$ 7,000.00	\$ 7,000.00	\$ 9,000.00	\$ 9,000.00	\$ 13,500.00	\$ 13,500.00	\$ 8,000.00	\$ 8,000.00			

BID SUMMARY					BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3			
Owner: City of Selah Project: Fremont Avenue Sewer and Resurfacing Improvements HLA Project No.: 23034 Bid Opening Date: June 14, 2023					Selland Construction, Inc. P.O. Box 119 Wenatchee, WA 98807		Midway Underground, LLC P.O. Box 1107 Toledo, WA 98591		Pacific Civil & Infrastructure, Inc. 5124 180th Street E Tacoma, WA 98446			
ITEM NO.	SCH.	DESCRIPTION	QTY.	UNIT	ENGINEER'S ESTIMATE		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
23	B	Minor Change	1	FA	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
24	B	Mobilization	1	LS	\$ 42,000.00	\$ 42,000.00	\$ 30,000.00	\$ 30,000.00	\$ 58,000.00	\$ 58,000.00	\$ 70,000.00	\$ 70,000.00
25	B	Project Temporary Traffic Control	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 43,200.00	\$ 43,200.00	\$ 31,420.00	\$ 31,420.00
26	B	Planing Bituminous Pavement	1,625	SY	\$ 3.00	\$ 4,875.00	\$ 8.50	\$ 13,812.50	\$ 6.00	\$ 9,750.00	\$ 15.50	\$ 25,187.50
27	B	Crack Sealing	1	FA	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
28	B	Pavement Repair Excavation Incl. Haul	100	SY	\$ 50.00	\$ 5,000.00	\$ 35.00	\$ 3,500.00	\$ 12.00	\$ 1,200.00	\$ 150.00	\$ 15,000.00
29	B	HMA For Pavement Repair Cl. 3/8-Inch PG 64H-28	35	TON	\$ 220.00	\$ 7,700.00	\$ 250.00	\$ 8,750.00	\$ 200.00	\$ 7,000.00	\$ 235.00	\$ 8,225.00
30	B	HMA For Preleveling Cl. 3/8-Inch PG 64H-28	80	TON	\$ 150.00	\$ 12,000.00	\$ 150.00	\$ 12,000.00	\$ 165.00	\$ 13,200.00	\$ 140.00	\$ 11,200.00
31	B	HMA Cl. 3/8-Inch PG 64H-28	450	TON	\$ 120.00	\$ 54,000.00	\$ 120.00	\$ 54,000.00	\$ 130.00	\$ 58,500.00	\$ 110.00	\$ 49,500.00
32	B	Manhole 48 In. Diam. Type 1	7	EA	\$ 4,500.00	\$ 31,500.00	\$ 3,200.00	\$ 22,400.00	\$ 6,200.00	\$ 43,400.00	\$ 10,500.00	\$ 73,500.00
33	B	Drop Structure	2	EA	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 4,500.00	\$ 9,000.00	\$ 8,000.00	\$ 16,000.00
34	B	Shoring or Extra Excavation	1,975	LF	\$ 2.00	\$ 3,950.00	\$ 1.00	\$ 1,975.00	\$ 5.00	\$ 9,875.00	\$ 2.00	\$ 3,950.00
35	B	Select Backfill, as Directed	1,500	CY	\$ 50.00	\$ 75,000.00	\$ 50.00	\$ 75,000.00	\$ 40.00	\$ 60,000.00	\$ 36.75	\$ 55,125.00
36	B	Adjust Valve Box	7	EA	\$ 800.00	\$ 5,600.00	\$ 800.00	\$ 5,600.00	\$ 750.00	\$ 5,250.00	\$ 675.00	\$ 4,725.00
37	B	PVC Sanitary Sewer Pipe 12 In. Diam.	1,975	LF	\$ 100.00	\$ 197,500.00	\$ 115.00	\$ 227,125.00	\$ 135.00	\$ 266,625.00	\$ 120.00	\$ 237,000.00
38	B	Inlet Protection	17	EA	\$ 125.00	\$ 2,125.00	\$ 100.00	\$ 1,700.00	\$ 110.00	\$ 1,870.00	\$ 75.00	\$ 1,275.00
39	B	Pavement Markings	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 6,000.00	\$ 6,000.00	\$ 8,750.00	\$ 8,750.00	\$ 5,650.00	\$ 5,650.00
40	B	Control Density Fill	25	CY	\$ 250.00	\$ 6,250.00	\$ 300.00	\$ 7,500.00	\$ 250.00	\$ 6,250.00	\$ 250.00	\$ 6,250.00
							\$ 322,235.00	\$ 380,714.00	\$ 364,390.00	\$ 447,475.00		
Schedule A Bid Subtotal												
Schedule B Bid Subtotal							\$ 532,500.00	\$ 554,362.50	\$ 626,870.00	\$ 639,007.50		
8.3% Sales Tax - Schedule B							\$ 44,197.50	\$ 46,012.09	\$ 52,030.21	\$ 53,037.62		
SCHEDULE B - TOTAL							\$ 576,697.50	\$ 600,374.59	\$ 678,900.21	\$ 692,045.12		
BID TOTAL							\$ 898,932.50	\$ 981,088.59	\$ 1,043,290.21	\$ 1,139,520.12		

BID SUMMARY					BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3	
Owner: City of Selah Project: Fremont Avenue Sewer and Resurfacing Improvements HLA Project No.: 23034 Bid Opening Date: June 14, 2023					Selland Construction, Inc. P.O. Box 119 Wenatchee, WA 98807		Midway Underground, LLC P.O. Box 1107 Toledo, WA 98591		Pacific Civil & Infrastructure, Inc. 5124 180th Street E Tacoma, WA 98446	
ITEM NO.	SCH.	DESCRIPTION	QTY.	UNIT	ENGINEER'S ESTIMATE		UNIT PRICE		AMOUNT	
ENGINEER'S REPORT Competitive bids were opened June 14, 2023. All bids have been reviewed by this office. We recommend the contract be awarded to: Selland Construction, Inc.  <small> Digitally signed by Stephen S. Hazard, PE DN: cn=US, email=ss@hazard.com, o=HLA Engineering and Land Surveying, Inc. cn=Stephen S. Hazard, PE Date: 2023.06.14 15:37:54-0700 </small>					UNIT PRICE		AMOUNT			
					UNIT PRICE		AMOUNT			
ENGINEER'S REPORT Competitive bids were opened June 14, 2023. All bids have been reviewed by this office. We recommend the contract be awarded to: Selland Construction, Inc.  <small> Digitally signed by Stephen S. Hazard, PE DN: cn=US, email=ss@hazard.com, o=HLA Engineering and Land Surveying, Inc. cn=Stephen S. Hazard, PE Date: 2023.06.14 15:37:54-0700 </small>					UNIT PRICE		AMOUNT		BIDDER	
					UNIT PRICE		AMOUNT		BIDDER	
					UNIT PRICE		AMOUNT		BIDDER	
					UNIT PRICE		AMOUNT		BIDDER	
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					UNIT PRICE		AMOUNT		BIDDER	
					UNIT PRICE		AMOUNT		BIDDER	
					UNIT PRICE		AMOUNT		BIDDER	
Project Engineer _____ Date _____					UNIT PRICE		AMOUNT		BID TOTAL	
					UNIT PRICE		AMOUNT		BID TOTAL	
*Highlighted amounts have been corrected.					UNIT PRICE		AMOUNT		BID TOTAL	

*Bid results can be found at: hlacivil.com

CONTRACT

THIS AGREEMENT, made and entered into in triplicate, this 11th day of July, 2023, by and between the City of Selah, hereinafter called the OWNER, and Selland Construction, Inc., hereinafter called the CONTRACTOR,

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this Agreement, the parties hereto covenant and agree as follows:

- I. The CONTRACTOR shall do all work and furnish all tools, materials, and equipment for the bid amount of \$ 981,088.59, for FREMONT AVENUE SEWER AND RESURFACING IMPROVEMENTS, TIB Project No. 3-E-182(007)-1, HLA Project Nos. 23034 & 23043, in accordance with and as described in the attached Plans and Specifications and the Standard Specifications for Road, Bridge, and Municipal Construction, which are by this reference incorporated herein and made a part hereof, and shall perform any alterations in or additions to the work provided under this Contract and every part thereof.

Contract time shall begin on the first working day following the Notice to Proceed Date and shall be completed within fifty-five (55) working days of the date of such Notice to Proceed (see SPECIAL PROVISIONS - Section 1-08.5).

If said work is not completed within the time specified, the CONTRACTOR agrees to pay to the OWNER for each and every working day said work remains uncompleted after expiration of the specified time, liquidated damages as determined in Section 1-08.9.

The CONTRACTOR shall provide and bear the expense of all equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this Contract and every part thereof, except such as are mentioned in the Specifications to be furnished by the OWNER.

- II. The OWNER hereby promises and agrees with the CONTRACTOR to employ, and does employ the CONTRACTOR to provide the materials and to do and cause to be done the above described work and to complete and finish the same according to the attached Plans and Specifications and the terms and conditions herein contained; and hereby contracts to pay for the same according to the attached Specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this Contract.
- III. The CONTRACTOR for himself, and for his/her heirs, executors, administrators, successors, and assigns does hereby agree to the full performance of all the covenants herein upon the part of the CONTRACTOR.
- IV. It is further provided that no liability shall attach to the OWNER by reason of entering into this Contract, except as expressly provided herein.
- V. CONTRACTOR is an independent contractor and not an employee of the OWNER. The OWNER has designated the Contract performance and the CONTRACTOR shall be responsible for the details of that work. The parties recognize the CONTRACTOR has unique skills not otherwise available to the OWNER to accomplish the purpose of the Contract. The CONTRACTOR shall supply all equipment and supplies necessary to accomplish the Contract. The parties recognize that the purpose of the Contract is not within the regular course of business of the OWNER. The parties state that the right of control over the activities necessary to perform the Contract are with the CONTRACTOR.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first herein above written.

OWNER:

City of Selah, Washington

By: Sherry Raymond

Name: Sherry Raymond

Title: Mayor

(SEAL)

ATTEST:



Dale Novobielski

Name: Dale Novobielski

Title: Clerk/Treasurer

CONTRACTOR:

Selland Construction, Inc.
(CONTRACTOR NAME)

By: Mike Kummer
AUTHORIZED OFFICIAL'S SIGNATURE

Name: Mike Kummer, G.M.
(Please Print or Type)

Address: Selland Construction, Inc.
PO Box 119
Wenatchee, WA 98807

Phone: 509-662-7119

Email: Mike@sellandconstruction.com

(SEAL)

ATTEST:



Brendon F. Selland, Pres
Name: Brendon F. Selland, Pres
(Please Print or Type)

CERTIFICATIONS

CITY OF SELAH
FREMONT AVENUE SEWER AND RESURFACING IMPROVEMENTS
TIB PROJECT NO. 3-E-182(007)-1
HLA PROJECT NOS. 23034 & 23043

Provide the following:

James Flowers

Name of Traffic Control Manager (TCM)
(Must be an employee of the Contractor)

Phone: 509-881-0339

Email: jamesf@sellandconstruction.com

Dan Carter

Name of Certified Traffic Control Supervisor (TCS)
(Provide copy of certificate)

Phone: 509-834-1060

Email: danc@sellandconstruction.com

Lee Stocker

Name of Mandatory Alternate Certified Traffic Control Supervisor (TCS)
(Provide copy of certificate)

Phone: 509-421-4543

Email: lees@sellandconstruction.com

Baer Testing

Name of Certified Testing Laboratory for material testing

Phone: 509-469-3068

Email: general@baertesting.com

CONTRACT BOND

CITY OF SELAH
FREMONT AVENUE SEWER AND RESURFACING IMPROVEMENTS
TIB PROJECT NO. 3-E-182(007)-1
HLA PROJECT NOS. 23034 & 23043

BOND TO CITY OF SELAH

KNOW ALL PERSONS BY THESE PRESENTS:

That we, the undersigned, Selland Construction, Inc.
as principal, and Travelers Casualty and Surety Company of America

a corporation organized and existing under the laws of the State of _____, as a Surety corporation, and qualified under the laws of the State of Washington to become Surety upon bonds of contractors with municipal corporations, as Surety, are jointly and severally held and firmly bound to the City of Selah in the penal sum of \$ 981,088.59 for the payment of which sum we bind ourselves and our successors, heirs, administrators, or personal representatives, as the case may be.

This obligation is entered into in pursuance of the statutes of the State of Washington and the Ordinances of the City of Selah.

Dated at Belle, Washington, this 11th day of July, 2023.

Nevertheless, the conditions of the above obligation are such that:

WHEREAS, under and pursuant to action of the City of Selah, on July 11th, 2023, the Mayor of said City of Selah, has let or is about to let to the said Selland Construction, Inc., the above bounden Principal, a certain Contract, the said Contract being numbered HLA Project Nos. 23034 & 23043, and providing for the construction of FREMONT AVENUE SEWER AND RESURFACING IMPROVEMENTS which Contract is referred to herein and is made a part hereof as though attached hereto, and

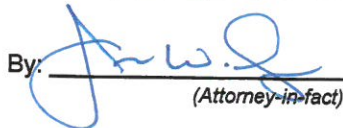
WHEREAS, the said Principal has accepted, or is about to accept, the said Contract, and undertake to perform the work therein provided for in the manner and within the time set forth;

NOW, THEREFORE, if the said Selland Construction, Inc. shall faithfully perform all the provisions of said Contract in the manner and within the time therein set forth, or within such extensions of time as may be granted under said Contract, and shall pay all laborers, mechanics, sub-contractors and material men and all industrial insurance premiums, and all persons who shall supply said principal or subcontractors with provisions and supplies for the carrying on of said work, and shall indemnify and hold the City of Selah harmless from any damage or expense by reason of failure of performance as specified in said Contract or from defects appearing or developing in the material or workmanship provided or performed under said Contract within a period of one year after its acceptance thereof by the City of Selah then and in that event this obligation shall be void; but otherwise it shall be and remain in full force and effect.

CITY OF SELAH
FREMONT AVENUE SEWER AND RESURFACING IMPROVEMENTS
TIB PROJECT NO. 3-E-182(007)-1
HLA PROJECT NOS. 23034 & 23043

SURETY: Travelers Casualty and Surety Company of America

CONTRACTOR:

By: 
(Attorney-in-fact)

Selland Construction, Inc.
CONTRACTOR NAME

Name: Jim W. Doyle, Attorney-in-Fact
(Please Print or Type)

By: 
AUTHORIZED OFFICIAL'S SIGNATURE

Agent: Hub International Northwest, LLC

Name: 
(Please Print or Type)

Address: PO Box 3018

Bothell, WA 98041-3018

Surety Representative Name:

Jim W Doyle

Surety Representative Phone:

(425) 489-4500

Surety Representative Email:

jim.doyle@hubinternational.com





Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY


KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Julie M. Glover, S.M. Scott, Michael A. Murphy, Jim W. Doyle, Andy D. Prill, Jim S. Kuich, Chad M. Epple, Steve Wagner, Theresa A. Lamb, Patti White, Sarah H. Behrens, Danielle Enriquez, and Maxwell Martin**, of **Bothell, Washington**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **11th** day of **July**, 2023




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

SCHEDULE OF WORKING HOURS

CITY OF SELAH
FREMONT AVENUE SEWER AND RESURFACING IMPROVEMENTS
TIB PROJECT NO. 3-E-182(007)-1
HLA PROJECT NOS. 23034 & 23043

In accordance with Section 1-08.0(2) Hours of Work, the normal straight time working hours for this project will be from 7:00 a.m. to 5:30 p.m., four days per week. It is understood that normal straight time working hours shall not exceed 40 hours per week, regardless of the number of days worked per week. All hours worked in excess of 40 hours per week shall be considered as overtime hours subject to the reimbursement provisions of Section 1-08.0(2) Hours of Work and Section 1-08.0(3) Reimbursement for Overtime Work of Contracting Agency Employees.

Overtime hours are defined as any hours in excess of or outside of the above normal straight time working hours when the Contractor and/or his subcontractors are on the project site performing work.

I hereby certify that my subcontractors have been notified of the normal straight time working hours provisions of this project and understand that Engineer/Contracting Agency costs for overtime hours will be deducted from amounts due to me for work performed on the project.

Selland Construction, Inc.

Contractor



Signature

7/11/23

Date



SELLCON-01

MJOHNSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/30/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hub International Northwest LLC PO Box 3018 Bothell, WA 98041	CONTACT NAME:		
	PHONE (A/C, No, Ext): (425) 489-4500	FAX (A/C, No): (425) 485-8489	
	E-MAIL ADDRESS: now.info@hubinternational.com		
INSURED SELLAND CONSTRUCTION, INC. P.O. Box 119 Wenatchee, WA 98807	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: The Continental Insurance Company		35289
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> ND, WA, & WY Stop Ga GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	7018457757	3/31/2023	3/31/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 STOP GAP EMPLOY \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	7018457760	3/31/2023	3/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	X	7036849152	3/31/2023	3/31/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N		N/A	7018457757	3/31/2023	3/31/2024	PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: HLA Job #23034 & 23043 Fremont Ave Sanitary Sewer and Resurfacing Improvements

TIB Project No. 3-E-182(007)-1.

City of Selah and its officers, elected officials, employees, agents, and volunteers and HLA Engineering and Land Surveying, Inc. are included as Additional Insured, coverage is primary and non-contributory and waiver of subrogation applies per the attached forms/endorsements.

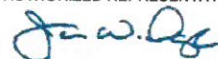
CERTIFICATE HOLDER

CANCELLATION

City of Selah
c/o HLA Engineering and Land Surveying, Inc.
2803 River Road
Yakima, WA 98902

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 7/11/2023

Agenda Number: 13-D

Action Item

Title: Resolution Directing City Staff to Publish an Underlying Proposed Resolution in the City's Designated Official Newspaper as Notice of the City's Intent to Grant a Nonexclusive Franchise for Small Cell Wireless Facilities to Yakima MSA Limited Partnership on July 25, 2023

From: Rob Case, City Attorney

Action Requested: Approval

Staff Recommendation: Approve the Resolution as submitted

Board/Commission Recommendation: N/A

Fiscal Impact: N/A

Funding Source: 001, General Fund, for publishing costs.

Background/Findings/Facts: As a code city, Selah is authorized – by state law – to grant nonexclusive franchise rights to any person or entity that desires to use a portion of the City's public infrastructure for certain purposes. The permissible purposes include the transmission and distribution of signals and other methods of communication. See RCW 35A.47.040 (1st ¶).

The entity known as Yakima MSA Limited Partnership desires to obtain a nonexclusive franchise, so that it can locate small cell wireless facilities on poles and rights-of-way owned by the City. Over the past several months, City staff and representatives from Yakima MSA have negotiated terms of a proposed Master License Agreement. A copy of the 14-page Agreement is submitted with this AIS and its terms are acceptable to City staff. The City will not incur any financial outlay under the Agreement. Rather, the City will receive small revenues – consisting of application fees and annual recurring fees – under the Agreement. Those fee amounts have been negotiated between the parties, consistent with prevailing federal standards.

RCW 35A.47.040 (2nd ¶) establishes prerequisites for granting a franchise, and it has not been updated since its original enactment in 1967. The first and fourth prerequisites are, when read together, confusing and seemingly contradictory. In full, the paragraph that recites the prerequisites reads as follows:

[1] No ordinance or resolution granting any franchise in a code city for any purpose shall be adopted or passed by the city's legislative body on the day of its introduction nor for five days thereafter, [2] nor at any other than a regular meeting nor without first being submitted to the city attorney, [3] nor without having been granted by the approving vote of at least a majority of the entire legislative body, [4] nor without

being published at least once in a newspaper of general circulation in the city before becoming effective.

See RCW 35A.47.040 (2nd ¶, bracketed numbers added). Thus, the City Council is seemingly supposed to wait at least five days before passing a Resolution that authorizes the Mayor to sign the Agreement, yet a copy of that Resolution is supposed to be published in the City's designated official newspaper prior to the Resolution becoming effective. But if a Resolution is not yet effective, then it is not actually a Resolution; it would be, at most, a proposed Resolution. And the statute does not say to publish notice of a proposed Resolution, but to publish a copy of the Resolution itself.

In an effort to satisfy those (somewhat unclear) prerequisites, City staff is contemplating a two-step process via two Resolutions. Today, City staff is asking the City Council to approve the attached Resolution that directs City staff to publish a copy of the underlying proposed Resolution in the Yakima Herald-Republic. Then, during the next regular-scheduled meeting on July 25, 2023, City staff will ask the City Council to approve the underlying proposed Resolution – thereby authorizing the Mayor to sign the Agreement with Yakima MSA Limited Partnership.

the attached proposed Resolution indicates that the Mayor cannot sign the Agreement until July 19, 2023. That will allow sufficient time for notice of the prospective franchise to be published in the City's designated official newspaper prior to the franchise actually becoming effective.

Recommended Motion: I move to adopt 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. 3031

RESOLUTION DIRECTING CITY STAFF TO PUBLISH AN UNDERLYING PROPOSED RESOLUTION IN THE CITY'S DESIGNATED OFFICIAL NEWSPAPER AS NOTICE OF THE CITY'S INTENT TO GRANT A NONEXCLUSIVE FRANCHISE FOR SMALL CELL WIRELESS FACILITIES TO YAKIMA MSA LIMITED PARTNERSHIP ON JULY 25, 2023

WHEREAS, the entity known as Yakima MSA Limited Partnership desires to obtain a nonexclusive franchise from the City of Selah so that it can locate small cell wireless facilities on poles and rights-of-way owned by the City; and


WHEREAS, state law – specifically RCW 35A.47.040 – authorizes the City to grant nonexclusive franchises for such purpose; and

WHEREAS, a proposed fourteen-page Master License Agreement has been negotiated between the two parties, its terms are acceptable to City staff, City staff intends to present to the City Council on July 25, 2023, a Resolution that – if approved – will authorize the Mayor to sign the Agreement and thereby grant the franchise; and

WHEREAS, in an effort to satisfy the prerequisites established by RCW 35A.47.040 (2nd ¶), City staff intends to publish a copy of the proposed Resolution in the City's designated official newspaper, and the City Council agrees that such publishing should occur;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that City staff is hereby directed to publish a copy of the underlying proposed Resolution – which, if approved, would authorize the Mayor to sign the Master License Agreement and thereby grant the franchise – in the City's designated official newspaper.

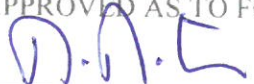
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 11th day of July, 2023.


Sherry Raymond, Mayor

ATTEST:


Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:


Rob Case, City Attorney

RESOLUTION NO. _____

[PROPOSED] RESOLUTION AUTHORIZING THE MAYOR OF SELAH TO SIGN A FOURTEEN-PAGE MASTER LICENSE AGREEMENT WITH YAKIMA MSA LIMITED PARTNERSHIP THAT GRANTS A NONEXCLUSIVE FRANCHISE FOR SMALL CELL WIRELESS FACILITIES

WHEREAS, the entity known as Yakima MSA Limited Partnership desires to obtain a nonexclusive franchise from the City of Selah so that it can construct and locate small cell wireless facilities on poles and rights-of-way owned by the City; and

WHEREAS, state law – specifically RCW 35A.47.040 – authorizes the City to grant nonexclusive franchises for such purpose; and

WHEREAS, a proposed fourteen-page Master License Agreement has been negotiated between the two parties and its terms are acceptable to City staff; and

WHEREAS, the City Council finds that good cause exists to authorize the Mayor to sign the Agreement and to thus grant the franchise;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor is authorized to sign the fourteen-page Master License Agreement and to thus grant the franchise.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 25th day of July, 2023.

Sherry Raymond, Mayor

ATTEST:

Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:

Rob Case, City Attorney

[As noted above, this is a proposed Resolution. The City Council has not yet voted as to whether or not to authorize the Mayor to sign the Agreement. A vote is contemplated to occur during the next regularly-scheduled meeting of the City Council on July 25, 2023. A copy of this proposed Resolution is being published pursuant to RCW 35A.47.040 (2nd ¶). A copy of the proposed Master License Agreement can be obtained from the City upon request.]

MASTER LICENSE AGREEMENT

This MASTER LICENSE AGREEMENT ("**Agreement**") is made as of the date of the last signature below ("**Effective Date**"), is made by and between the City of Selah, Washington ("**Licensor**") and Yakima MSA Limited Partnership, a Delaware limited partnership ("**Licensee**"), with its principal offices located at 8410 West Bryn Mawr Avenue, Chicago, Illinois 60631. Licensor and Licensee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

RECITALS

WHEREAS, Licensor is the owner, of certain streetlight poles, utility poles, traffic signal poles ("**Licensor Poles**") and/or property within the rights-of-way, which is owned and/or managed by Licensor; and

WHEREAS, Licensee is duly authorized and licensed by the Federal Communications Commission to provide wireless services within City of Selah's territorial boundaries; and

WHEREAS, Licensee desires to access the rights-of-way to construct Licensee-owned or Licensee-operated new wireless support structures ("**Licensee Poles**") used to support Small Cell Wireless Facilities, and to install, own, lease, and/or operate Small Cell Wireless Facilities on or supported by Licensor's Poles and third-party-owned utility and/or streetlight poles within the rights-of-way; and

WHEREAS, for the purposes of this Agreement, Small Cell Wireless Facilities ("**Facilities**" or "**Facility**") is defined as equipment and a communications network which includes all of the following: (a) pole-mounted and ground-mounted equipment associated with wireless service; (b) radio transceivers, antennas, or coaxial, metallic, or fiberoptic cable located on, in, under, or otherwise adjacent to a pole; (c) regular and backup power supplies; and (d) wireless equipment housed within an associated wireless or slab-mounted equipment cabinet; and

WHEREAS, Licensor and Licensee acknowledge that the terms of this Agreement are nondiscriminatory, competitively neutral and commercially reasonable; and

WHEREAS, Licensor and Licensee desire to enter into this Agreement to define the general terms and conditions which would govern their relationship with respect to particular locations at which Licensor may wish to allow, subject and pursuant to one or more Permits, Licensee to install, maintain and operate Facilities as hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

AGREEMENT

THE PARTIES AGREE as follows:

I. Premises

Pursuant to all terms and conditions of this Agreement, Licensor agrees to and does grant a non-exclusive license to Licensee with regard to sufficient space on or upon the rights-of-way and/or Licensor's Poles (collectively, "Premises") for the installation, operation, modification, maintenance and repair of Licensee Facilities and/or any pole; together with the non-exclusive right of ingress and egress from the rights-of-way, seven (7) days a week, twenty four (24) hours a day for the purpose of installation, operation, maintenance, repair and modification of Licensee's Facilities. For clarity, although such license is, as stated above, a non-exclusive license, Licensee shall and will have and enjoy exclusivity as to the specific spaces where Licensee's Facilities are installed, and any other licensee(s) that might be granted a similar license by Licensor shall and must install its/their facilities at and upon other spaces on or upon the Premises so as to not conflict with Licensee's Facilities. In the event there are not sufficient electric and telephone, cable and/or fiber utility sources (collectively, "Utilities") located at the specific locations agreed upon between the Parties that will be used by Licensee, Licensor agrees to and does grant Licensee the right to install such Utilities on, over and/or under the Premises as necessary for Licensee to operate Licensee's Facilities, provided that such Utilities must be installed by a duly-authorized provider of such Utilities, must be installed consistent with then-applicable standards and laws, must be connected to separate meters whereby all operation costs are solely and directly the financial obligation of Licensee, and must be installed Utilities at locations that are approved by Licensor.

II. Master License Term

The initial term of this Agreement ("Master Initial Term") shall be for five (5) years commencing upon the Effective Date and shall automatically renew for four (4) additional five (5) year periods (each a "Master Renewal Term") thereafter, unless Licensee notifies Licensor of its intent not to renew at least one hundred and twenty (120) days prior to the end of the then current Master Initial or Renewal Term.

III. Permit Application & Issuance Process

A. Permit(s) Required.

- i. Licensee shall apply for a one or more Small Cell Permit(s) (“Permit” or “Permits”) for the installation or placement of each Small Cell Wireless Facility, and shall not commence any installation or placement unless and until such Permit(s) are granted by Licensor. A Permit is not required for routine maintenance or repairs, emergency access, including like-for-like replacement, but notice may be required as set out in Section XIX.
- ii. It is understood that Licensee may collocate Facilities on existing utility poles, Licensor Poles and/or build new Licensee Poles or replace existing poles for the purpose of collocation of such facilities which would comply with all applicable encroachments, building permits, and federal, state and city laws, regulations, standards and specifications.
- iii. Licensee may, at Licensee’s sole cost, replace existing poles or infrastructure if structural or engineering analysis deem that a pole replacement is necessary to support Licensee’s Facilities. In such event, a copy of the structural or engineering analysis must be provided to Licensor prior to any work occurring, and all work to replace a pole must occur pursuant to specifications that are approved by a licensed structural or engineering professional and must conform to all applicable laws, regulations and standards that apply in the city with regard to such type of pole. Moreover and likewise, if any Utilities or equipment owned or operated by any third-party(ies) exist upon the to-be-replaced pole, a copy of the structural or engineering analysis must be provided to each owner and operator of such Utilities or equipment prior to any work occurring, and all work to replace the pole and the replacement pole itself must conform to all applicable laws, regulations and standards. Following installation of the replacement pole, Licensor shall be entitled to inspect its condition with regard to whether it fulfills all applicable specifications, laws, regulations and standards. Following installation, Licensor shall have 10 days to inspect and either approve the installation work or provide requested revisions needed to bring the replacement pole into compliance with applicable specifications, laws, regulations and standards. If Licensor is satisfied, title to the replacement pole shall by bill of sale from Licensee to Licensor transfer to Licensor ownership of replacement pole(s) on an “as-is” basis with no guarantee or warranty (other than warranty of title) express or implied. Licensor shall thereafter be responsible for the maintenance and repair of such replacement pole, along with the operation of any Licensor equipment attached and any corresponding costs.
- iv. Licensee shall be allowed, at Licensee’s discretion, to file a consolidated application and receive a single Permit for the collocation of up to twenty-five (25) Facilities so long as the collocations each involve substantially

the same type of Facilities and substantially the same type of structure. If an application includes multiple Facilities, Licensor may remove Facility collocations from the application and treat separately Facility collocations for which incomplete information has been provided or that do not qualify for consolidated treatment or that are denied. Licensor may issue separate Permits for each collocation that is approved in a consolidated application.

- v. Licensee shall secure a separate type of permit from Licensor whenever work by Licensee within rights-of-way will affect traffic patterns or require lane closures.

B. Review of Permit(s) Application.

i. *Review of Application.*

Licensor shall review Licensee's each and all submitted Permit Application(s) for completeness before reviewing such as to substance and merits.

- a. A complete "Permit Application" is an application that provides Licensor with all the information listed on the Small Wireless Facilities Permit Application (application form is attached as Exhibit A) and all information necessary under this Agreement for Licensor to begin to examine the affected poles.
- b. If Licensee submits an incomplete Permit Application, Licensor shall, within ten (10) business days, inform Licensee of that fact and provide a list of information that still needs to be provided. If the resubmitted Permit Application is still incomplete, Licensor shall, within five (5) business days, inform Licensee of that fact and provide a list of information that still needs to be provided.

ii. *Issuance of Permit.*

- a. Upon receipt of a complete Permit Application, Licensor will review the Permit Application within forty-five (45) days and either approve or deny a Facility by issuing a Notice of Small

Wireless Facility Permit Approval/Denial form for each Facility (the approval/denial form is attached as Exhibit B).

- b. During such forty-five (45) day period, Licensors will discuss any issues with Licensee, including any unusual engineering or design requirements associated with the Permit Application.
- c. If Licensors denies a Permit, it shall do so in writing and provide an explanation of the reasons the Permit was denied on the Approval/Denial form (Exhibit B).
- d. Each approved Permit shall have an initial term ("Permit Initial Term") of five (5) years commencing upon date of issuance or approval and shall automatically renew for four (4) additional five (5) year periods thereafter ("Permit Renewal Terms"), unless earlier terminated by Licensors by giving notice of non-renewal prior to the end of the then current Permit Initial or Renewal Term.
- e. Licensee may terminate individual Permits at any time for any reason upon written notice to Licensors. Upon termination of a specific site or location, Licensee shall remove equipment within one hundred and twenty (120) days of termination. Licensee shall have no further obligations or liability with regard to the terminated site, including no obligation for payment of recurring annual fees pertaining to the specific site.

C. Application Requirements.

For each Facility, Licensee shall submit a Permit Application to Licensors that includes:

- i. Site specific structural analysis;
- ii. The location where each proposed Facility or utility pole would be installed and photographs of the location and its immediate surroundings depicting the utility poles or structures on which each proposed Facility would be mounted or location where utility poles or structures would be installed;
- iii. Specifications and drawings for each proposed Facility covered by the application as it is proposed to be installed;

- iv. The equipment type and model numbers for the antennas and all other wireless equipment associated with the Facility; and
- v. The application fee due.

D. Application Fees.

The applicable fees for each Permit Application are as follows:

- i. Licensee shall pay an application fee of five hundred dollars (\$500.00) for a single Permit Application that includes up to five (5) Facilities, with an additional one-hundred dollars (\$100.00) for each Facility beyond five (5), that will be collocated on an existing utility pole or wireless support structure.
- ii. Licensee shall pay an application fee of one thousand dollars (\$1,000.00) for each Facility addressed in a Permit Application that will require the installation of a new Licensee Pole or new wireless support structure.
- iii. Notwithstanding any contrary provision of any applicable law or regulation, Permit Applications submitted under this Agreement must be accompanied by the required application fee(s).

IV. Removal, Relocation & Restoration

A. Aesthetic Considerations.

Licensee shall attempt – to the extent possible – to select and utilize equipment that when installed will minimize ascetic disruption on the poles and will be lesser conspicuous rather than more conspicuous. For instance, the exterior color of the equipment should – to the extent possible – match or closely match the color of the poles or be of less noticeable neutral colors such as grey, black or white rather than more noticeable primary colors such as red, blue or green. Also, the equipment should be – to the extent possible – of smaller sizes rather than larger sizes. Also, any wires should be – to the extent possible – concealed or tightly affixed rather than loosely strung. Any replacement poles or new poles should – to the extent possible – conform to the characteristics of existing nearby poles.

B. Potential Pole Replacement.

In the event Licensors, in its reasonable discretion deems it necessary to remove, relocate or replace a Licensors Pole due to public health and/or safety, Licensors shall notify Licensee at least one hundred eighty (180) days prior of the need to remove or

relocate its Facility. In such event, Licensor shall provide one or more options to Licensee for the potential relocation of Licensee's Facility to one or more mutually agreeable locations. Licensee shall be solely responsible for all costs related to the relocation of its Facility to any alternative location. In the event that a suitable alternative location cannot be identified, Licensee may terminate the applicable Permit upon notice.

C. Removal at End of Term.

Licensee shall, upon expiration of the Permit Initial Term or Permit Renewal Term(s), or within one hundred and twenty (120) days after any earlier termination of a Permit, remove its pole(s), equipment, conduits, fixtures including any Licensee Pole(s), and all personal property, and restore the Premises to their preexisting condition with only reasonable wear and tear and/or casualty damage not caused by Licensee excepted. Licensor agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of Licensee shall remain the personal property of Licensee and Licensee shall have the right to remove the same at any time during the Master Initial Term or Master Renewal Term(s), whether or not said items are considered fixtures and attachments to real property under applicable laws and regulations.

V. Power & Temporary Power

A. Power.

At all times, Licensee shall and will be solely and directly responsible for all operation costs for its Facilities, including but not limited to all power/electrical costs. Licensee's Facilities must be connected to power/electrical sources by a duly-authorized provider of power/electricity, must be installed consistent with then-applicable standards and laws, must be connected to separate meters whereby all operation costs are solely and directly the financial obligation of Licensee, and must be installed at locations that are approved by Licensor

B. Temporary Power Source.

Licensee shall be permitted at any time during the Master Initial Term or Master Renewal Term(s) to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances ("Temporary Power Source"), on or within the Premises or elsewhere within the rights-of-way, provided that such Temporary Power Source must be installed by a duly-authorized provider of such items, must be installed consistent with then-applicable standards and laws, must be connected to separate meters whereby all operation costs are solely and directly the financial obligation of Licensee, and must be installed at locations that are approved by Licensor. Licensee shall be permitted to connect the Temporary Power Source to its

equipment on the Premises in areas and manner approved by Licensor.

VI. No Interference

Licensee's operation of the Facilities shall not interfere with the frequencies used by a public safety agency for public safety communications, nor with any Utilities or equipment owned or operated by any third-party(ies) upon any pole. Licensee shall install Facilities of the type and frequency that will not cause unacceptable interference with a public safety agency's communications equipment, nor with any Utilities or equipment owned or operated by any third-party(is) upon any pole. Unacceptable interference will be determined by and measured in accordance with industry standards and the FCC's regulations addressing unacceptable interference to public safety spectrum or any other spectrum licensed by a public safety agency, and those pertaining to any other Utilities or equipment owned or operated by any third-party(ies) on any pole. If a Facility causes disallowed interference, and Licensee has been given written notice of the interference by Licensor, by a public safety agency or by any impacted third-party(ies), Licensee, at its own expense, shall take all reasonable steps necessary to correct and eliminate the interference, including, but not limited to, powering down the Facility and later powering up the Facility for intermittent testing, if necessary. Licensor may terminate a Permit for a Facility based on disallowed interference if Licensee is not making a good faith effort to remedy the problem in a manner consistent with the abatement and resolution procedures for interference with public safety spectrum established by the FCC including 47 CFR 22.970 through 47 CFR 22.973 and 47 CFR 90.672 through 47 CFR 90.675, or in a commercially reasonable manner for abatement and resolution with regard to the Utilities or equipment owned or operated by any adversely-impacted third-party(ies) on a pole.

VII. Condition of Premises

Where the Premises includes one or more Licensor-owned poles, Licensor covenants that it will keep the poles in good repair as required by all federal, state, county and local laws. If the Licensor fails to make such repairs including maintenance within ninety (90) days, of any notification to Licensor, the Licensee shall have the right to cease making any continued or future payments to Licensor with regard to the affected poles until affected poles are repaired to good repair. If Licensor fails to make repairs or necessary maintenance to affected poles, then Licensee may terminate specific Permit(s) and remove its Facilities.

VIII. Annual Recurring Fees

Over and above, and different from any Permit Application fees, an Annual Recurring Fee of two hundred and seventy dollars (\$270) shall and must be paid by

Licensee for each Facility installed within the rights-of-way and/or on a pole. Licensee shall and must pay the initial Annual Recurring Fee upon issuance of each Permit, and that initial Annual Recurring Fee shall and will be prorated by the percentage of the calendar year that still remains. With regard to each future year, Licensee shall and must pay each Annual Recurring Fee prior to December 31st of each year. The Licensors shall send to Licensee (at the address specified in Section XIX) an invoice for such amount at least sixty (60) days before such amount becomes due.

IX. Default

- A. In the event there is a breach by a Party with respect to any of the provisions of this Agreement or obligations under it, the non-breaching Party shall give the breaching Party written notice of such breach. After receipt of such written notice, the breaching Party shall have thirty (30) days in which to cure any breach, provided the breaching Party shall have such extended period, as may be required beyond 30 days, if the breaching Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues to cure to completion. The non-breaching Party may maintain any action or affect any remedies for default against the breaching Party subsequent to the 30-day cure period, as potentially extended as provided in this paragraph.
- B. In the event of a default without cure by either Party with respect to a material provision of this Agreement, the non-defaulting Party may terminate the applicable Permit.
- C. The exclusive jurisdiction for any action regarding this Agreement or the obligations under it shall be the Yakima County Superior Court, State of Washington. This Agreement shall be exclusively interpreted and enforced according to the internal laws of the State of Washington (not including any conflict of law and/or choice of law provisions), except as expressly stated otherwise within any provision of this Agreement. This Agreement shall be deemed jointly-drafted, and any ambiguity or mistake shall not by operation of law be automatically construed or imposed against either Party for any reason. In the event of any action between the parties, including any appeals, the non-prevailing party or substantially-non-prevailing party shall and will be obligated to pay and reimburse the reasonable costs and attorneys' fees incurred by the prevailing party or substantially-prevailing party.

X. Damaged Poles and Facilities

If a Licensors Pole is damaged or downed for any reason, and as a result is not able to safely hold the Facilities, the Licensors will repair or replace Licensors' Pole within thirty (30) days of notice or knowledge of the damage. If Licensors becomes aware of

damage to a Licensor Pole that supports Licensee's Facilities, Licensor shall notify Licensee's Network Operations Center at (800) 510-6091 as soon as practicable. The parties will use reasonable efforts to coordinate any necessary responses. In the event of any damage to a Licensor Pole that impacts Licensee's use of the Licensor Pole, Licensee may, with Licensor's prior approval, which shall not be unreasonably withheld, repair or replace the Licensor Pole with a like-kind Licensor Pole at Licensee's own expense, less the reasonable costs of labor and materials, including pole cost; provided however that all work to replace the pole must occur pursuant to specifications that are approved by a licensed structural or engineering professional and must conform to all applicable laws, regulations and standards that apply in the city with regard to such type of pole.. Licensee may reinstall its Facilities after a damaged Licensor Pole has been repaired or replaced. Licensee may temporarily use an alternative location reasonably acceptable to the Parties during repair or restoration of a Licensor Pole, provided that Licensee's temporary use of such alternate location does not interfere with or frustrate any Utilities or equipment owned or operated by any third-party(ies). Licensee acknowledges and agrees that Licensee, subject to Section XII, bears all costs for relocation or replacement of its Facilities and Licensee's Poles, and materials installed in the rights-of-way or on Licensor's Poles pursuant to this Agreement.

XI. Insurance

The Parties shall carry and maintain, at their own respective cost and expense, the following insurances: Commercial Workers' Compensation Insurance as required by law; Commercial General Liability Insurance with a minimum combined single limit of Five Million Dollars (\$5,000,000) covering personal injury and property damage, completed operations, independent Licensees and contractual liability (which may be provided in any combination of primary and excess coverage); Employer's Liability Insurance with a minimum combined single limit of One Million Dollars (\$1,000,000); and Commercial Automobile Liability Insurance for any motor vehicle, covering bodily injury and property damage with a minimum combined single limit of Two Million Dollars (\$2,000,000). Licensor may obtain such insurances via one or more risk pools, including, but not limited to, the Washington Cities Insurance Authority (WCIA).

XII. Indemnification

Each Party shall defend, indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to, or caused by, the negligence or willful misconduct of the indemnified Party, its employees, contractors or agents. The indemnified Party shall provide the

indemnifying Party with prompt, written notice of any received claim or demand that it believes triggers any obligation by the indemnifying Party.

XIII. Limitation of Liability

Neither Party shall be liable to the other for consequential, indirect, special or punitive damages, including, but not limited to, lost revenue, loss of equipment, interruption or loss of service, or loss of data.

XIV. Environmental Warranty

Licensor hereby represents and warrants to Licensee that Licensor has never generated, stored, handled or disposed of any hazardous waste or hazardous substances upon the Premises, and that Licensor has no knowledge of such uses historically having been made of the Premises or such substances historically having been introduced thereupon. Notwithstanding the foregoing, Licensor agrees to protect, indemnify and hold harmless Licensee from and against any claims or losses arising out or related to the presence or release of any hazardous substances at, on or beneath the Premises, whether existing prior to the date hereof or migrating onto the Premises during any portion of the Master Initial Term or any Master Renewal Term(s), except to the extent caused by a spill or release of hazardous substances specifically brought on the Premises by or for the benefit of Licensee.

XV. Assignment

Neither Party will have the right to assign or transfer its rights or obligations pursuant to this Agreement without the prior written consent, such consent not to be unreasonably withheld, conditioned or delayed, of the other Party, except that Licensee may assign or transfer this Agreement: to an affiliate, subsidiary, Parent Corporation or a company that controls a majority of Licensee's assets, whether by acquisition or merger or transfer of FCC license to operate a wireless voice/data services. The terms and conditions of this Agreement will inure to the benefit of, and will be binding upon, each Party's successors and permitted assigns.

XVI. Entire Agreement

This Agreement and each Permit constitutes the entire agreement and understanding of the Parties, and supersedes all offers, negotiations and other agreements related thereto. There are no representations or understandings of any kind related thereto not set forth therein. Both Parties acknowledge and agree that neither has relied on any estimates of the potential number of Facilities that may be licensed or potential rental amounts under this Agreement as an inducement to enter into this Agreement and that any such estimates shall not constitute a representation

or warranty. Any amendments to this Agreement must be in writing and executed by both Parties.

XVII. Force Majeure

The obligations hereunder of a Party will be suspended while and to the extent that such Party is prevented from complying herewith in whole or in part by any event beyond the reasonable control of such Party, which for purposes of this Agreement will include acts of God, earthquakes, unavoidable accidents, laws, rules, regulations or orders of government authorities (including travel advisories, warnings or bans by a federal or international health agencies), acts of war (declared or not), terrorism, hostilities, blockades, civil disturbances, disease outbreaks, epidemics and quarantines, embargoes, or any other similar event or cause that could not reasonably be avoided by such Party, including by maintenance of reasonable disaster recovery measures.

XVIII. Compliance with Laws

Each Party shall comply with all applicable federal, state and local laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits and building codes.

XIX. Notices

Notices permitted or required under this Agreement related to the following matters, must be in writing and delivered by personal delivery, by certified mail or by overnight carrier mail, return receipt requested to the recipient Party at the addresses below set forth: (a) notices of default; (b) notices intended to amend this Agreement; and (c) notices of termination. All other notices may also be delivered by electronic mail and will be deemed given upon personal electronic reply acknowledging receipt.

LICENSOR:

City of Selah, Washington
City Administrator
115 West Naches Avenue
Selah, Washington 98942

Copy to:

City of Selah, Washington
City Attorney

115 West Naches Avenue
Selah, Washington 98942

LICENSEE:

Yakima MSA Limited Partnership
Attention: Real Estate Lease Administration
8410 W. Bryn Mawr Avenue
Chicago, Illinois 60631

Copy to:

USCC Services, LLC
Attention: Real Estate Lease Administration
8410 W. Bryn Mawr Avenue
Chicago, Illinois 60631

Any Party hereto may, by giving five (5) days written notice to other in the manner herein stated, designate any other address in substitution of an address shown above to which notices shall be given.

XX. Severability

If any of the provisions contained in this Agreement are for any reason held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement will be enforceable to the maximum extent possible.

XXI. Electronic Signature

This Agreement may be executed using facsimile, scanned email or electronic signatures, and each facsimile or electronic version of the Agreement shall have the same legally binding effect as an original paper version.

[END OF AGREEMENT – SIGNATURE PAGE TO FOLLOW]

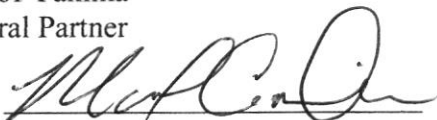
SIGNATURE PAGE TO
MASTER LICENSE AGREEMENT

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereto have executed this Agreement as of the dates below.

LICENSOR: City of Selah, Washington

LICENSEE: Yakima MSA Limited
Partnership
By: United States Cellular Operating
Company of Yakima
Its: General Partner

Signature: _____

Signature: 

Name: _____

Name: Michael C. Dickover

Title: _____

Title: Category Manager

Date: _____

Date: JUNE 29, 2023



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 7/11/2023

Agenda Number: 14-A*

Action Item

Title: Ordinance Enacting New Chapter 3.05, "Compost Procurement", of the Selah Municipal Code; Providing for Severability; Allowing for Corrections; and Directing Publication and Establishing an Effective Date

From: Rocky D. Wallace, Public Works Director; and Rob Case, City Attorney

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: N/A

Funding Source: N/A

Background/Findings/Facts: RCW 43.19A.150 requires the City to adopt a Compost Procurement Ordinance, because the City's solid waste contractor – Basin Disposal, Inc. – provides, among other things, collection services for organic materials (*i.e.*, solid waste that is a biological substance of plant or animal origin capable for microbial degradation) for customers in the City.

The attached proposed Ordinance was modeled on recently-adopted ordinances by Toppenish and Yakima.

There is no immediate financial outlay by the City. The City will need to consider the viability of acquiring and using compost products on future projects and applications, if such can be sourced locally and for a reasonable cost.

City staff requests that the City Council approve the proposed Ordinance in the form presented.

Recommended Motion: I move to approve the Ordinance 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

ORDINANCE NO. 2200

ORDINANCE ENACTING NEW CHAPTER 3.05, "COMPOST PROCUREMENT", OF THE SELAH MUNICIPAL CODE; PROVIDING FOR SEVERABILITY; AUTHORIZING CORRECTIONS; AND DIRECTING PUBLICATION AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, RCW 43.19A.150 requires the City of Selah to adopt a Compost Procurement Ordinance, because the City's solid waste contractor – Basin Disposal, Inc. – provides, among other things, collection services for organic materials (*i.e.*, solid waste that is a biological substance of plant or animal origin capable of microbial degradation) for customers in the City; and

WHEREAS, the City Council finds that good cause exists;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, ORDAINS AS FOLLOWS:

Section 1. Enactment of New SMC Chapter. A new chapter of the Selah Municipal Code, specifically numbered as Chapter 3.05 and labeled as "Compost Procurement", is hereby enacted to read as follows:

**Chapter 3.05
COMPOST PROCUREMENT**

Sections:

3.05.010	Definitions
3.05.020	General Policy
3.05.030	Planning
3.05.040	Local Purchasing
3.05.050	Education
3.05.060	Reporting

3.05.010 Definitions.

The following definitions are applicable to this chapter:

"Compost" means a product created with "composted material". "Compost" includes, but is not limited to, one hundred percent finished compost or blends that include compost as a primary ingredient. Mulch is "compost" if it contains a minimum of sixty percent composted material. Bark is not "compost".

"Composted material" has the definition specified in RCW 70A.205.015, in its now-existing form and, also, each and ever future form of the statute following any amendment, addition or recodification that the state government enacts or effectuates.

3.05.020 General Policy.

- a. The city shall purchase finished compost products for use in public projects when the use of a compost product is appropriate for a project and for use on city property, provided that the cost or costs to acquire, transport, use and/or maintain the product is not deemed cost-unreasonable by the city either in comparison to an alternate product or an alternate scope of work or application on the project.
- b. The city is not required to use compost products if:
 1. They are not available within a reasonable period of time;
 2. Acquiring those that are available would not comply with existing purchasing standards;
 3. Acquiring those that are available would not comply with federal or state health, quality or safety standards; or
 4. They are deemed cost-unreasonable by the city.

3.05.030 Planning.

Consistent with the general policy, the city shall endeavor to use compost products when possible and reasonable for the following projects and applications:

- a. Landscaping;
- b. Soil amendments during or following construction;
- c. To prevent or mitigate soil erosion;
- d. To filter stormwater;
- e. To promote vegetative growth;
- f. To improve stability and longevity of roadways; and
- g. For low-impact development of green infrastructure to filter pollutants, keep water onsite, or both.

3.05.040 Local Purchasing.

The city will acquire compost products from suppliers that are:

- a. Operating from a local location;
- b. Certified by a nationally recognized organization, such as the U.S. Composting Council or its equivalent; and
- c. Creates compost products that are derived from municipal solid waste compost programs under RCW 43.19A.130 and that meet quality standards comparable to the standards adopted by the Washington State Department of Transportation or by rule of the Washington State Department of Ecology including compliance with apple maggot boundaries and rules set by the United States Department of Agriculture.

3.05.050 Education.

The city shall be responsible for educating residents and businesses about the value of food and yard waste compost, and how the city uses compost in its operations. This may include communications made directly by the city's contracted solid waste collection company, offered on the city's behalf.

3.05.060 Reporting.

The Public Works Department shall be responsible for submitting a report to the Washington State Department of Ecology every two years, with the first such report due on or to December 31, 2024, and successive reports due on or prior to December 31st of even-numbered calendar years, which report shall at a minimum recite the following information for the applicable two-year reporting period:

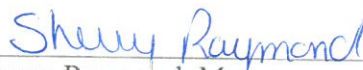
- a. The total weight tonnage, if any, of organic material diverted from the City of Selah's waste stream due to the city's compost procurement under this chapter;
- b. The volume, if any, of compost acquired by the city pursuant to the city's compost procurement under this chapter;
- c. The aggregate financial costs, if any, for compost acquired by the city pursuant to the city's compost procurement under this chapter; and
- d. The name and location of each supplier, if any, from which the city acquired compost pursuant to the city's compost procurement under this chapter.

Section 2. Severability. If any section, subsection, sentence, clause, phrase or other portion of this Ordinance or the application of this Ordinance to any person, entity, situation or circumstance is for any reason declared invalid, illegal or unconstitutional in whole or in part by any court or agency of competent jurisdiction, said decision shall not affect the validity or applicability of the reading portions hereof.

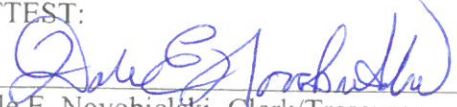
Section 3. Corrections. The City Attorney and the codifiers of the Selah Municipal Code are authorized to make any necessary or desirable clerical or formatting changes – including but not limited to correcting scrivener errors, changing formatting, changing numbering and correcting references – when publishing or republishing the official text of the Selah Municipal Code due to any amendment, addition or enactment effectuated by this Ordinance.

Section 4. Publishing & Effective Date. Consistent with RCW 35A.12.130 (3rd ¶) and .160 (1st and 2nd ¶¶), this Ordinance or a summary of it shall be published at least once in the City's official newspaper prior to the Ordinance taking effect. This Ordinance shall take effect as of August 1, 2023.

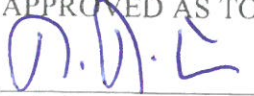
PASSED AND ORDAINED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 11th day of July, 2023.


Sherry Raymond, Mayor

ATTEST:


Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:


Rob Case, City Attorney



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 7/11/2023

Agenda Number: 14-B *

Action Item

Title: Ordinance Relating to Public Safety and Public Peace

From: Rob Case, City Attorney

Action Requested: Approval

Staff Recommendation: Approve the Ordinance as submitted

Board/Commission Recommendation: N/A

Fiscal Impact: N/A

Funding Source: N/A

Background/Findings/Facts: The attached proposed Ordinance is part of staff's ongoing revisions, updates and/or clarifications to the Selah Municipal Code.

Recommended Motion: I move to adopt the Ordinance 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

ORDINANCE NO. 2201

ORDINANCE RELATING TO PUBLIC SAFETY AND PUBLIC PEACE

[ENACTING NEW SECTION 6.02.040, "RCW AMENDMENTS", OF THE SELAH MUNICIPAL CODE; PROVIDING FOR SEVERABILITY; AUTHORIZING CORRECTIONS; CONFIRMING THAT THE INSTANT ORDINANCE ADDRESSES A PUBLIC EMERGENCY AND THUS IS EFFECTIVE IMMEDIATELY; AND DIRECTING PUBLICATION]

WHEREAS, Chapter 6.02 of the Selah Municipal Code (SMC) is titled "Criminal Code", and dates back to at least 1990 and Ordinance No. 974; and

WHEREAS, Sections 6.02.020 and 6.02.030 recite the numerous Revised Code of Washington (RCW) state statutes that the City Council has – from time to time, via Ordinance – adopted by reference as the City is authorized to by RCW 35.21.180 or other applicable law, with the effect being that those statutes are also applicable as city-level laws and accordingly can be enforced directly by the Selah Police Department and adjudicated at the Selah Municipal Court; and

WHEREAS, the City Council now desires to adopt a new Section 6.02.040 of the SMC, so as to clarify the City Council's legislative intent regarding any amendments, additions and/or recodifications enacted or effectuated by the state government as to any of the RCW state statutes that are adopted by the City Council by reference within SMC Chapter 6.02; and

WHEREAS, this Ordinance pertains to public safety and public peace, the change to be effectuated by this Ordinance is necessary for the immediate and continuing protection of public safety and public peace, and thus a public emergency presently exists which justifies this Ordinance taking effect immediately; and

WHEREAS, the City Council finds that good cause exists;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, ORDAINS AS FOLLOWS:

Section 1. Findings of Fact. The recitals (*i.e.*, "WHEREAS" paragraphs) set forth above are hereby adopted by reference as the City Council's findings of fact that support this Ordinance.

Section 2. Enactment of New SMC Section. A new section of the Selah Municipal Code, specifically numbered as Section 6.02.040 and labeled as "RCW Amendments", is hereby enacted to read as follows:

6.02.040 RCW Amendments.

Each and every Revised Code of Washington (RCW) state statute that the City Council adopts by reference within SMC Chapter 6.02 means and includes the

statute in its then-existing form and, also, each and every future form of the statute following any amendment, addition or recodification that the state government enacts or effectuates.

Section 3. Severability. If any section, subsection, sentence, clause, phrase or other portion of this Ordinance or the application of this Ordinance to any person, entity, situation or circumstance is for any reason declared invalid, illegal or unconstitutional in whole or in part by any court or agency of competent jurisdiction, said decision shall not affect the validity or applicability of the reading portions hereof.

Section 4. Corrections. The City Attorney and the codifiers of the Selah Municipal Code are authorized to make any necessary or desirable clerical or formatting changes – including but not limited to correcting scrivener errors, changing formatting, changing numbering and correcting references – when publishing or republishing the official text of the Selah Municipal Code due to any amendment, addition or enactment effectuated by this Ordinance.

Section 5. Declaration of Emergency; Effective Date; Directing of Publication. This Ordinance – which is necessary for the protection of public health, public safety, public property and public peace, and which has been passed by a majority plus one of the whole membership of the City Council and also signed by the Mayor – shall take effect and be in full force immediately upon. Consistent with RCW 35A.12.160 (1st & 2nd ¶¶), this Ordinance or a summary of it shall be published at least once in the City's designated official newspaper.

PASSED AND ORDAINED BY THE CITY COUNCIL OF THE CITY OF SELAH,
WASHINGTON, this 11th day of July, 2023.


Sherry Raymond, Mayor

ATTEST:


Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:


Rob Case, City Attorney

COUNCIL ROLL CALL LIST: Meeting Date: July 7-2023

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

YES	AIS: <u>13-B</u>	NO
✓	Councilmember Marquis	
✓	Councilmember Bell	
✓	Councilmember Costello	
✓	Councilmember Carlson	
✓	Councilmember Iverson	
✓	Councilmember Wickenhagen	
✓	Councilmember Peterson	

YES	AIS: <u>CONSENT</u>	NO
	Councilmember Marquis	
	Councilmember Bell	
	Councilmember Costello	
	Councilmember Carlson	
	Councilmember Iverson	
	Councilmember Wickenhagen	
	Councilmember Peterson	

YES	AIS: <u>13-C</u>	NO
✓	Councilmember Marquis	
✓	Councilmember Bell	
✓	Councilmember Costello	
✓	Councilmember Carlson	
✓	Councilmember Iverson	
✓	Councilmember Wickenhagen	
✓	Councilmember Peterson	

YES	AIS: <u>13-A</u>	NO
✓	Councilmember Marquis	
✓	Councilmember Bell	
✓	Councilmember Costello	
✓	Councilmember Carlson <u>2</u>	
✓	Councilmember Iverson	
✓	Councilmember Wickenhagen <u>1</u>	
✓	Councilmember Peterson	

YES	AIS: <u>13-D</u>	NO
✓	Councilmember Marquis	
✓	Councilmember Bell <u>1</u>	
✓	Councilmember Costello	
✓	Councilmember Carlson	
✓	Councilmember Iverson	
✓	Councilmember Wickenhagen <u>2</u>	
✓	Councilmember Peterson	

COUNCIL ROLL CALL LIST: Meeting Date: _____

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	

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	

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

DATE: July 7-2023

[illegible]