



SELAH CITY COUNCIL

November 28, 2023

5:30 p.m. – Regular Scheduled Meeting

Significant items on the Agenda – such as Consent Agenda Items, 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: November 28, 2023
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 Mark Williams from United Methodist Church of Selah**
- 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): None
- B. Reading of received written comments (up to 2 minutes each): None
- C. Oral comments by people in attendance (up to 2 minutes each):

9) **Proclamations/announcements**

10) **Consent Agenda**

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

- A. Treesa Morales * Approval of Minutes from November 14, 2023 Study Session and Council Meeting
- B. Dale Novobielski * Approval of Claims & Payroll
- A. Rocky Wallace *14-A. Resolution Authorizing Public Works to Surplus Used Water Service Meters Related to the City's Water Service Meter Project

11) **Public Hearings**

12) **General Business**

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

13) **Resolutions – Also, See Consent Agenda**

- B. 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 Telecommunications Facilities to Consolidated Communications of Washington Company, LLC, on December 12, 2023

14) **Ordinances**

- A. Dale Novobielski Ordinance to Establish the Amount of Taxes to be Levied Upon Real & Personal Property in the City of Selah, Yakima County, Washington, and Fixing the Tax Levy for the Year 2024

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**

17) **Closed Session**

18) **Adjournment**

Next Regular Meeting: December 12, 2023 @5:30 p.m.



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 11/28/2023

Agenda Number: 10-A *

Action Item

Title: Approval of Minutes from November 14, 2023 Study Session and 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
November 14, 2023**

STUDY SESSION MINUTES

Call to Order: Mayor Raymond called the meeting to order at 4:00 p.m.

Community Development Supervisor, Jeff Peters began the meeting and explained the current and future plans for the Housing Action Plan. After discussion, Mr. Peters introduced Tom Beckwith from Beckwith Consulting to present the completed draft Housing Action Plan.

Mr. Beckwith presented material shown in the study session packet and fielded questions from Council Members as necessary.

At – Audience member – asked to provide a comment. Mayor Raymond approved the comment, and asked her to come to the podium. Ms. – explained that she is in the process of moving back to Selah and has found property in town and strongly apposes any of the suggested types of buildings shown in the plan. Mayor Raymond thanked her for her comment.

Mr. Beckwith thanked Council for their time and their work on helping in finalizing this project.

Mayor Raymond told the Council they would take a five-minute break before starting the regular meeting.

REGULAR MEETING MINUTES

Call to Order: Mayor Raymond called the meeting to order at 5:30 p.m.

Roll Call

Councilmembers Present: Elizabeth Marquis, Michael Costello, Roger Bell, Jared Iverson, Kevin Wickenhagen, Clifford Peterson

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

Motion to Excuse Councilmembers

Councilmember Wickenhagen moved to excuse Councilmembers Carlson. Mayor Raymond called for a voice vote. Motion carries.

Mayor Raymond also requested to leave tonight's meeting at 6:15 tonight, and since Roger is soon to be Mayor, she nominated him to lead the meeting during her absence. Council Member Costello moved to approve Mayor Raymond leaving the meeting at 6:15 p.m. Mayor Raymond thanked Council Member Costello and asked for a voice vote. Motion passes unanimously.

Pledge of Allegiance was said by all in attendance

Invocation

Pastor Don Cline from Bible Baptist Church provided prayer

Getting to know local businesses

Javier Perez was called to the podium. After introductions, Mr. Perez explained the details of 509 Ductless and thanked the community for all their support.

Comments from the public

Mayor Raymond read the stipulations of the rules for public comments.

Audience member Katrina Henkle from the Selah Downtown Association approached the podium and provided an update on the upcoming SDA events.

Next, Audience member, William Longmire came to the podium to present his comment. Mr. Longmire stated that he found an opportunity with the State Auditor's office for improvement of services, which Mr. Longmire stated he feels is especially necessary in the City's building and planning department. Mr. Longmire explained this is a free service and a benefit to the community, all the City needs to do is reach out to the Auditor's Office. Mr. Longmire then requested a Resolution directing staff to do so.

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

Mayor Raymond presented the stipulations of the Consent Agenda. Councilmember Peterson moved to add agenda item 13-B to the consent agenda. Councilmember Bell seconded. Mayor Raymond restated the motion and asked council for discussion. Hearing none, she requested a voice vote to approve the motion. By voice vote motion carries.

Councilmember Bell moved to approve the consent agenda as amended. Councilmember Iverson seconded. Hearing no further discussion, Mayor Raymond requested a voice vote to approve the motion. By voice vote motion carries.

Mrs. Morales read the Consent Agenda:

- A. Treasa Morales Approval of Minutes: October 10, 2023 Council Meeting

- | | | |
|------|------------------------|--|
| B. | Dale
Novobielski | Approval of Claims and Payroll:
Payroll Checks No. 85795-85858 for a total of \$304,501.17
Claim Checks No. 180639-180708 for a total of \$791,565.93 |
| C. | Jennifer Leslie | Review of Planning Commission Meeting Minutes |
| | | |
| 14-A | Dale
Novobielski | *14-A. Ordinance Amending the 2023 Budget for Well No. 5 Repairs |
| 14-B | Dale
Novobielski | *14-B. Ordinance Amending the 2023 Budget for the North Wenas Water Main Improvement Project |
| 13-B | Chief Dan
Christman | Resolution Authorizing the Mayor to Sign a One (1) Year Services Assistance Agreement Relating to Law Enforcement Communications between the City of Selah and the Yakima County Sheriff's Office. |

Resolutions

13-A. Resolution Authorizing the Mayor to Sign a one (1) year Interlocal Agreement with Yakima County for Correction/Detention Services through 2024.

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

Council Member Wickenhagen moved to approve the Resolution. Council Member Peterson Seconded. Mayor Raymond restated the motion and asked Council for discussion.

After discussion, Mayor Raymond requested roll call. Mrs. Morales called roll: Councilmember Marquis – yes; Councilmember Bell – yes; Councilmember Costello – yes; Councilmember Carlson – absent; Councilmember Iverson – yes; Councilmember Wickenhagen – yes; Councilmember Peterson – yes. Vote passes unanimously. Motion carries.

13-C. Resolution Authorizing the Mayor to Sign an Addendum to the Interlocal Agreement with the City of Sunnyside for Housing of Inmates.

Introduced by Mayor Raymond and presented by City Clerk/Treasurer, Dale Novobielski. After presentation,

Council Member Costello moved to approve the Resolution. Council Member Bell seconded. Mayor Raymond restated the motion and asked Council for discussion.

After discussion, Mayor Raymond requested roll call. Mrs. Morales called roll: Councilmember Marquis – yes; Councilmember Bell – yes; Councilmember Costello – yes; Councilmember Carlson – absent; Councilmember Iverson – yes; Councilmember Wickenhagen – yes; Councilmember Peterson – yes. Vote passes unanimously. Motion carries.

13-D. Resolution Authorizing City Staff to Send Written Notice to ABM Industry Groups, LLC, to Terminate the Janitorial Services Agreement Effective as of December 31, 2023, and to Reduce ABM’s Scope of Work in the Meantime.

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

Council Member Wickenhagen moved to approve the Resolution. Council Member Peterson seconded. Mayor Raymond restated the motion and asked Council for discussion.

Hearing no discussion, Mayor Raymond requested roll call. Mrs. Morales called roll: Councilmember Marquis – yes; Councilmember Bell – yes; Councilmember Costello – yes; Councilmember Carlson – absent; Councilmember Iverson – yes; Councilmember Wickenhagen – yes; Councilmember Peterson – yes. Vote passes unanimously. Motion carries.

Ordinances – See Consent Agenda

Reports/Announcements

Departments

- Fire Department – Chief Lange gave a department report
- Police Department – Chief Christman gave a department report
- Parks and Recreation – Zack Schab, Recreation Director, gave a department report

6:11 p.m. Mayor Raymond Left the meeting as previously arranged. Mayor Designee Bell took over the meeting and called Rocky Wallace to the podium.

- Public Works – Rocky Wallace gave a department report
- Planning Department – Jeff Peters gave a department report
- Finance – Dale Novobielski gave a department report

Councilmembers – No reports.

Mayor Designee Bell announced that the Council would go into an Executive Session according to RCW 42.30.110(1)(b) - Regarding the acquisition of real estate, and the Council would return to the record at 6:40 p.m.

6:18 p.m. Council went into the Executive Session

6:40 p.m. Council returned to the regular meeting. Mayor Designee Bell stated that no vote was taken and no decisions were made in the Executive Session.

Adjournment

Councilmember Wickenhagen moved to adjourn the meeting. Councilmember Iverson seconded.
By voice vote, motion carries.

Meeting ended at 6:41 p.m.



Roger Bell, Councilmember



Jared Iverson, Councilmember



Clifford Peterson, Councilmember



Michael Costello, Councilmember

ATTEST:



Dale Novobielski, Clerk/Treasurer



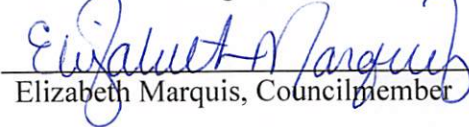
Sherry Raymond, Mayor

ABSENT

Russell Carlson, Councilmember



Kevin Wickenhagen, Councilmember



Elizabeth Marquis, Councilmember



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 11/28/2023

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: 11/28/2023

Agenda Number: 13 - A *

Action Item

Title: Resolution Authorizing Public Works to Surplus Used Water Service Meters Related to the City's Water Service Meter Project

From: Rocky Wallace, Public Works Director

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: No outlay, \$4,500.00 to \$9750.00 at current market value as scrap

Funding Source: N/A

Background/Findings/Facts: Public Works is in the process of installing the City's new water meters.

Public Works desires to surplus the used water meters that have been replaced as part of the project.

The attached proposed Resolution will, if approved, authorize Public Works to sell some water meters if possible via surplus websites and/or to recycle as scrap metal.

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

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

Date:	Action Taken:
2/28/2023	Resolution No. 2990 authorizing Public Works to Purchase Water Service Meter Materials Related to the City's Water Service Meter Project
5/10/2022	Resolution No. 2916 authorizing the Mayor to sign a Four-Page software license and professional services agreement with Vision Municipal Solutions, LLC., related to the water service meter improvement project'
4/26/2022	Resolution No. 291 authorizing the Mayor to sign and equipment supply contract between the City of Selah and General Pacific, for the Water Services Meter Improvement Project

- 10/26/2021 Resolution No. Authorizing the Mayor to Sign "Contract Number: PC22-96103-046" Between the City and the Washington State Public Works Board, in order for the City to Obtain Financing for the City's Contemplated Water Service Meter Improvements Project
- 10/12/2021 Resolution No. 2871 authorizing the Mayor to sign Task Order No. 2021-10 between the City of Selah and HLA Engineering and Land Surveying, Inc. to provide engineering services for the Water Service Meter Improvements Project.
- 9/28/2021 Public Works Board Loan Scope Change Request Form Approval
- 9/28/2021 Scope Change and Loan Amount Request
- 5/28/2021 Resolution No. 2872 authorizing the Mayor to sign Task Order No. 2021-10 between the City of Selah and HLA Engineering and Land Surveying, Inc. to provide engineering services for the Water Service Meter Improvements Project.

RESOLUTION NO. 3062

RESOLUTION DECLARING USED WATER SERVICE METERS AS SURPLUS, AND
AUTHORIZING THEIR DISPOSITION AND SALE

WHEREAS, the City's Public Works Department is installing new water service meters; and

WHEREAS, in their present condition, the used water service meters have a *de minimis* value on an individual basis; and

WHEREAS, Public Works desires to have the used water service meters declared surplus by the City Council consistent with its general powers under RCW 35.A.11.010 and other applicable law, and further desires to receive authorization to dispose and sell the water service meters as Public Works management sees fit; and

WHEREAS, other smaller water systems may be interested in purchasing some of the used water service meters; and

WHEREAS, the City Council finds that good cause exists for declaring the used water service meters be surplus, and for granting Public Works management the approval to sell and dispose of the items;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON that the City Council does hereby declare the used water service meters to be surplus and to have *de minimis* values when considered separately, and also hereby authorizes Public Works management to dispose of and sell such items without further approval or action by the City Council- with such sale(s) being made either to other water systems directly or to various other parties via a surplus website, each and all for whatever maximum prices can be obtained. Finally, any net sale proceeds shall be deposited into the Water Fund No. 411.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 28th day of November, 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: 11/28/2023

Agenda Number: **13-B**

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 Telecommunications Facilities to Consolidated Communications of Washington Company, LLC, on December 12, 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 Consolidated Communications of Washington Company, LLC, desires to obtain a nonexclusive franchise, so that it can locate telecommunications facilities both underground and above ground at various locations on City-owned rights-of-way. This would occur pursuant to a six-page Telecommunications Franchise Agreement, a proposed copy of which is submitted with this AIS. The terms are acceptable to City staff. The City will not incur any financial outlay under the Agreement. Nor will the City receive any annual franchise fee payments, because state law prohibits the City from charging such due to the fact that the applicant's fiber optic cables will be used – at least in part – for telephone services. *See* RCW 35.21.860 & 82.16.010.

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 December 12, 2023, City staff will ask the City Council to approve the underlying proposed Resolution – thereby authorizing the Mayor to sign the Agreement with Consolidated Communications.

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. 3063

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 TELECOMMUNICATIONS FACILITIES TO CONSOLIDATED COMMUNICATIONS OF WASHINGTON COMPANY, LLC, ON DECEMBER 12, 2023

WHEREAS, the entity known as Consolidated Communications of Washington Company, LLC, desires to obtain a nonexclusive franchise from the City of Selah so that it can locate telecommunications facilities, both underground and above ground, within 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 six-page Telecommunications Franchise Agreement has been prepared, its terms are acceptable to City staff, City staff intends to present to the City Council on December 12, 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 Telecommunications Franchise 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 28th day of November, 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

RESOLUTION NO. _____

[PROPOSED] RESOLUTION AUTHORIZING THE MAYOR OF SELAH TO SIGN A SIX-PAGE TELECOMMUNICATIONS FRANCHISE AGREEMENT WITH CONSOLIDATED COMMUNICATIONS OF WASHINGTON COMPANY, LLC, THAT GRANTS A NONEXCLUSIVE FRANCHISE FOR TELECOMMUNICATIONS FACILITIES

WHEREAS, the entity known as Consolidated Communications of Washington Company, LLC, desires to obtain a nonexclusive franchise from the City of Selah so that it can locate telecommunications facilities, both underground and above ground, within 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 six-page Telecommunications Franchise Agreement has been drafted 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 six-page Telecommunications Franchise Agreement and to thus grant the franchise.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 12th day of December, 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 December 12, 2023. A copy of this proposed Resolution is being published pursuant to RCW 35A.47.040 (2nd ¶). A copy of the proposed Telecommunications Franchise Agreement can be obtained from the City upon request.]

Resolution No. _____

Page 1 of 1

TELECOMMUNICATION FRANCHISE AGREEMENT

This Telecommunications Franchise Agreement ("AGREEMENT" or "FRANCHISE") is entered into by and between **Consolidated Communications of Washington Company, LLC** ("FRANCHISEE") and the municipal corporation of the **City of Selah, Washington** ("CITY").

RECITALS

WHEREAS the CITY also recognizes that the use of public rights-of-way must be restricted to allow for the construction of amenities necessary to serve the needs within the CITY for all parcels located within the CITY. The coordination, planning, and management of the CITY'S rights-of-way is necessary to ensure that the burden of costs for the operations of non-municipal interests are not borne by the citizenry; and

WHEREAS, the CITY has determined that the development of a comprehensive plan for rights-of-way use, and management is the most effective means for managing the current use of rights-of-way and ensuring prudent and appropriate decisions concerning the use of rights-of-way in the future; and

WHEREAS, FRANCHISEE has determined that it is in its best interests to move forward with the installation and maintenance of telecommunications facilities within the public rights-of-way of CITY.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Section 1. Non-exclusive Franchise Granted. CITY hereby grants to FRANCHISEE, subject to the conditions prescribed in this AGREEMENT, the franchise rights and authority to construct, replace, repair, monitor, maintain, use, and operate the equipment and facilities necessary for telecommunication service crossing, within the CITY-owned rights-of-way ("FRANCHISE AREA").

Such franchise rights and authority shall not be deemed to be exclusive to FRANCHISEE and shall in no way prohibit or limit the CITY'S ability to grant other franchises, permits, or rights along, over, or under the areas to which this FRANCHISE has been granted to FRANCHISEE; provided that, any other franchise(s) do not unreasonably interfere with FRANCHISEE'S exercise of its franchise rights and authority. This FRANCHISE shall in no way interfere with existing utilities or in any way limit, prohibit, or prevent, the CITY from using the FRANCHISE AREA or affect the CITY'S jurisdiction over any area in any way.

Section 2. Authority. The CITY'S Director of Public Works or his/her designee is hereby granted the authority to administer and enforce the terms and provisions of this FRANCHISE and may develop such rules, policies, and procedures, as he/she deems necessary to carry out the provisions contained herein.

Section 3. Construction Provisions and Standards. The following provisions shall be considered mandatory and failure to abide by any conditions described herein shall be deemed as non-compliance with the terms of this FRANCHISE:

- A. **Permit Required** - No construction, maintenance, or repairs (except for emergency repairs) shall be undertaken in the FRANCHISE AREA without first obtaining a permit to perform such work from CITY'S Public Works Department.
- B. **Coordination** - All work and inspection shall be coordinated with the Engineering Division of CITY'S Public Works Department to ensure consistency with CITY'S infrastructure, CITY'S future capital improvement projects, all developer improvements, and pertinent codes and franchises.
- C. **Construction Standards** - Any construction, installation, maintenance, and restoration activities performed by or for FRANCHISEE within the FRANCHISE AREA shall be conducted and located so as to produce the least amount of interference with the free passage of pedestrian and vehicular traffic. All construction, installation, maintenance, traffic control and restoration activities shall be conducted so as to conform to CITY'S most-current standards in effect at the time that such activities take place, and as may detailed in a Manual on Accommodating Utilities.
- D. **Undergrounding** - The parties agree that this FRANCHISE does not limit the CITY'S authority under federal law, state law or local ordinance, to require the undergrounding of utilities or other facilities. FRANCHISEE shall not be required to convert existing facilities or install new facilities underground in any areas where other service providers (e.g., power, cable, telecommunications, etc.) have aerial facilities.
- E. **Removal or Abandonment** - Upon the removal from service of any telecommunication components or other associated structures, facilities and amenities, FRANCHISEE shall comply with all applicable standards and requirements prescribed by CITY'S Public Works Department for the removal or abandonment of said structures and telecommunication service facilities.
- F. **"One-Call" Location & Liability** – CITY will not locate private infrastructure. The "One-Call" locate will be the responsibility of the FRANCHISEE.
- G. **As-Built Plans Required** - FRANCHISEE shall present as-built plans to be inspected and approved by CITY'S Public Works Director or his/her designee.
- H. **Protect Public Interest** - FRANCHISEE understands and agrees that the Selah Municipal Code incorporates provisions necessary to protect the public interest and investment with regard to utilization of CITY-owned roads and rights-of-way.
- I. **Relocation** - Whenever CITY determines that it is necessary for any of FRANCHISEE'S facilities, or for other system components, to be moved or relocated to accommodate the construction, or enhancement of any CITY-owned public amenity in the FRANCHISE AREA, CITY shall notify FRANCHISEE in writing of such determination, and FRANCHISEE shall promptly submit plans for such relocation. Within ninety (90) days of the approval by CITY of the plans for relocation, FRANCHISEE shall relocate those facilities or structures designated by CITY. The costs of moving or relocating FRANCHISEE facilities

or structures, including but not limited to costs for design, engineering and construction is the responsibility of FRANCHISEE.

Section 4. Franchise Compliance.

- A. Franchise Violations** - The failure by FRANCHISEE to comply fully with any of the provisions of this AGREEMENT may result in a written notice from CITY, which describes the violation(s) and requests remedial action within thirty (30) days of receipt of such notice. If FRANCHISEE has not attained full compliance at the end of the thirty (30) day period following receipt of the violation notification, CITY may declare an immediate termination of all franchise rights and authority, provided that full compliance was reasonably possible within that thirty (30) day period. The demonstration of due diligence on the part of FRANCHISEE may be grounds for the grant of an extension in the period during which compliance is to be attained; provided that, FRANCHISEE continues to pursue correction of any violation(s) of the AGREEMENT that are or were noted by CITY.
- B. Emergency Actions** - If any of FRANCHISEE'S actions, or any failure by FRANCHISEE to act, to correct a situation caused by FRANCHISEE is deemed by CITY to create a threat to life or property, CITY may order FRANCHISEE to immediately correct said situation threat or, at CITY'S discretion, CITY may undertake measures to correct said situation threat itself; provided that, when possible, CITY shall notify FRANCHISEE of said threat and give FRANCHISEE an opportunity to correct said threat before undertaking such measures itself. FRANCHISEE shall be liable for all costs, expenses, and damages attributable to the correction of such an emergency situation as undertaken by CITY to the extent that such situation was caused by FRANCHISEE, and shall further be liable for all costs, expenses, and damages resulting to CITY from such situation and any reimbursement of such costs to CITY shall be made within thirty (30) days of written notice of the completion of such action or determination of damages by CITY. The failure by FRANCHISEE to take appropriate action to correct a situation caused by FRANCHISEE and identified by CITY as a threat to public or private safety or property shall be considered a violation of this FRANCHISE and each day that such a situation continues to exist and FRANCHISEE fails to take appropriate action to abate said situation shall be regarded as a separate violation.
- C. Other Remedies** - Nothing contained in this FRANCHISE shall limit CITY'S available remedies in the event if FRANCHISEE fails to comply with the provisions of this FRANCHISE, including but not limited to, CITY'S right to sue for specific performance and/or damages.
- D. Removal of System** - In the event that this FRANCHISE is terminated as a result of violation(s), FRANCHISEE shall at its sole expense, promptly remove all components and facilities, provided that, CITY, at its discretion, may allow FRANCHISEE to abandon its facilities in place.

Section 5. Insurance. FRANCHISEE shall present to CITY proof that FRANCHISEE has general liability insurance in the amount of one million dollars (\$1,000,000) in the single event and two million dollars (\$2,000,000) in the aggregate.

Section 6. Other Permits & Approvals. Nothing in this FRANCHISE shall relieve FRANCHISEE from any obligation to obtain approvals or necessary permits from applicable federal, state, and CITY authorities for all activities in the FRANCHISE AREA.

Section 7. FRANCHISEE'S Successors. The rights, privileges, benefits, title, or interest provided by this FRANCHISE shall automatically transfer to any assign(s) or successor(s) in interest of FRANCHISEE and, in such event, each instance of the word and reference to the position of "Franchisee" within this AGREEMENT shall henceforth be read, construed and interpreted as stating the name of the successor(s).

Section 8. Franchise Term. The franchise rights and authority granted by this FRANCHISE shall remain in full force and effect for a period of fifteen (15) years from the effective date of this FRANCHISEE and will be renegotiable at the end of that time.

Section 9. Administrative Fees. (NOT APPLICABLE)

Section 10. Franchise Fee. (NOT APPLICABLE)

Section 11. Capacity for CITY Use. As long as FRANCHISEE is in compliance and good standing with CITY, any new expansion into a new service area within the City of Selah will be subject to substantially the same terms and conditions set forth in this FRANCHISE and such permission will be given within sixty (60) days following notice by FRANCHISEE to CITY'S Public Works Director. However, if FRANCHISEE is not in compliance and good standing with CITY, prior to expanding into a new service area within the City of Selah, FRANCHISEE shall contact CITY'S Public Works Department and provide notice of the proposed area of expansion and negotiations shall then occur between FRANCHISEE and CITY on specific public benefit projects within the proposed expanded service area. FRANCHISEE and CITY will agree on the specific public benefit within the proposed expanded service area prior to FRANCHISEE obtaining a right-of-way use permit for action within the expanded service area.

Section 12. Notices. Any notices to be served upon CITY or FRANCHISEE shall be delivered to the following addresses respectively:

CITY:
City of Selah
ATTN: City Administrator
ATTN: City Attorney
115 West Naches Ave.
Selah, WA 98942

FRANCHISEE:
Consolidated Communications of Washington, LLC
ATTN: Contracts Department
2116 South 17th St.
Mattoon, IL 61938

Section 13. Claims for Damages. In the construction, installation, repair, operation, and maintenance of its structures and facilities, FRANCHISEE shall use reasonable and appropriate precautions to avoid damage to persons or property. FRANCHISEE shall indemnify, hold harmless, and also defend CITY and its officers, agents, employees, insurers and liability risk pools from all claims, actions or damages of every kind or description, including reasonable attorney's and expert witness fees, which may accrue to or be suffered by any person or persons, corporation or property to the extent caused in part or in whole by any negligent act or omission of FRANCHISEE, its officers, agents, employees and contractors, carried on in the furtherance of the rights, benefits, and privileges granted to FRANCHISEE by this FRANCHISE. In the event any claim or demand is presented to or filed with the CITY which gives rise to FRANCHISEE'S obligation(s) pursuant to this section, CITY shall within a reasonable time notify FRANCHISEE thereof and FRANCHISEE shall have a right, at its election, to settle or compromise such claim or demand. In the event any claim or action is commenced in which CITY is named as a party, and which suit or action is based on a claim or demand which gives rise to FRANCHISEE'S obligation(s) pursuant to this section, CITY shall promptly notify FRANCHISEE thereof, and FRANCHISEE shall, at its sole cost and expense, defend such suit or action by attorneys of its own election. In defense of such suit or action, FRANCHISEE may, at its election and at its sole cost and expense, settle or compromise such suit or action. This section shall not be construed to require FRANCHISEE to: (i) protect and save CITY harmless from any claims, actions, or damages; (ii) settle or compromise any claim, demand, suit, or action; (iii) appear in or defend any suit or action; or, (iv) pay any judgment or reimburse the CITY'S costs and expenses (including reasonable attorney's fees), to the extent such claim arises out of the sole negligence of CITY. To the extent of any concurrent negligence between FRANCHISEE and CITY, FRANCHISEE'S obligations under this section shall only extend to its own share of negligence or fault. CITY shall have the right at all times to participate through its own attorney in any suit or action which arises out of any right, privilege, and authority granted by or exercised pursuant to this FRANCHISE when CITY determines that such participation is required to protect the interests of CITY or the public. Such participation by CITY shall be at CITY'S sole cost and expense.

Section 14. Severability. If any section, sentence, clause, or phrase of this FRANCHISE is held to be invalid or unconstitutional by a court of competent jurisdiction, CITY may, at its sole discretion, deem the entire FRANCHISE to be affected and thereby nullified. However, in the event that a determination is made that a section, sentence, clause, or phrase in this FRANCHISE is invalid or unconstitutional, CITY may elect to treat the portion declared invalid or unconstitutional as severable and enforce the remaining provisions of this FRANCHISE; provided that, if CITY elects to enforce the remaining provisions of the FRANCHISE, FRANCHISEE shall have the option to terminate the FRANCHISE.

Section 15. Indemnification. FRANCHISEE, and each of its successors and assigns, agrees and covenants to indemnify and hold harmless CITY from and against any and all liability, loss, cost, damages, whether to persons or property, or expense of any type or nature, including reasonable attorney's fees and expert witness fees, to the extent it arises from any negligent act or omission or willful misconduct of FRANCHISEE or one of its successors or assigns, arising from or connected to work under this FRANCHISE; provided however, that in case any suit or action is instituted against CITY by reason of any such damage or injury, CITY shall: (i) cause written notice thereof to be given unto FRANCHISEE; (ii) provide all reasonably requested assistance in defense or settlement of such claim at FRANCHISEE'S expense; and, (iii) retain the right to control the defense of settlement or such claims.

Section 16. Effective Date. This FRANCHISE shall take effect and be in full force and effect after approval of the City of Selah City Council via a Resolution.

Section 17. Other Conditions: (None)

This FRANCHISE is not valid until accepted and signed by FRANCHISEE.

DATED this ____ day of _____, ____, at Selah, Washington.

City

By: _____

Name: _____
[Title]

Date: _____

Consolidated Communications of Washington Company, LLC
UBI No. 604-378-974

By: _____

Name: _____
[Title]

Date: _____



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 11/28/2023

Agenda Number: **14 - A**

Action Item

Title: Ordinance to Establish the Amount of Taxes to be Levied Upon Real & Personal Property in the City of Selah, Yakima County, Washington, and Fixing the Tax Levy for the Year 2024.

From: Dale Novobielski, Clerk/Treasurer

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: Total \$ 2,381,195 Fund 001 General \$ 1,550,565, 103 Fire Control \$ 637,167 and 110 City Street \$ 193,463

Funding Source: N/A

Background/Findings/Facts: To establish and levy the amount of real and personal property taxes to be assessed in 2024.

Recommended Motion: I move to approve the Ordinance establishing the 2024 real and personal property tax levy.

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. 2212

ORDINANCE TO ESTABLISH THE AMOUNT OF TAXES TO BE LEVIED UPON THE
REAL AND PERSONAL PROPERTY IN THE CITY OF SELAH, YAKIMA COUNTY,
WASHINGTON, AND FIXING THE TAX LEVY FOR THE YEAR 2024

WHEREAS, the City Council has held a Public Hearing on the revenue sources for the coming year's budget, including consideration of possible increases in property tax revenues for the 2024 calendar year, and

WHEREAS, the assessed valuation for the City is preliminary and is subject to change;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SELAH does ordain as follows:

The City Council of the City of Selah, Washington, does make, determine and levy the amount of taxes to be assessed in 2024 against real and personal property situated within the corporate limits of the City as follows:

REGULAR LEVY

\$ 2,381,195*

*The regular levy request is a \$ 58,951 increase from the 2023 levy amount consisting of a 1 % increase of that same 2023 levy amount, plus any amount allowed for new construction and increase in state assessed values.

PASSED AND ORDAINED BY THE CITY COUNCIL OF THE CITY OF SELAH,
WASHINGTON this 28th day of November, 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

ORDINANCE NO. 2212

COUNCIL ROLL CALL LIST: Meeting Date: 11-28-2023

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 <u>1</u>	
✓	Councilmember Peterson <u>2</u>	

UNANI.

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

YES	AIS: <u>14-A</u>	NO
✓	Councilmember Marquis	
✓	Councilmember Bell	
✓	Councilmember Costello	
✓	Councilmember Carlson	
✓	Councilmember Iverson	
✓	Councilmember Wickenhagen <u>12</u>	
✓	Councilmember Peterson <u>21</u>	

UNANI.

YES	AIS: <u>ADD EXEC</u>	NO
✓	Councilmember Marquis	
✓	Councilmember Bell	
✓	Councilmember Costello <u>2</u>	
✓	Councilmember Carlson <u>1</u>	
✓	Councilmember Iverson	
✓	Councilmember Wickenhagen	
✓	Councilmember Peterson	

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

GENERAL VOTE

GENERAL VOTE

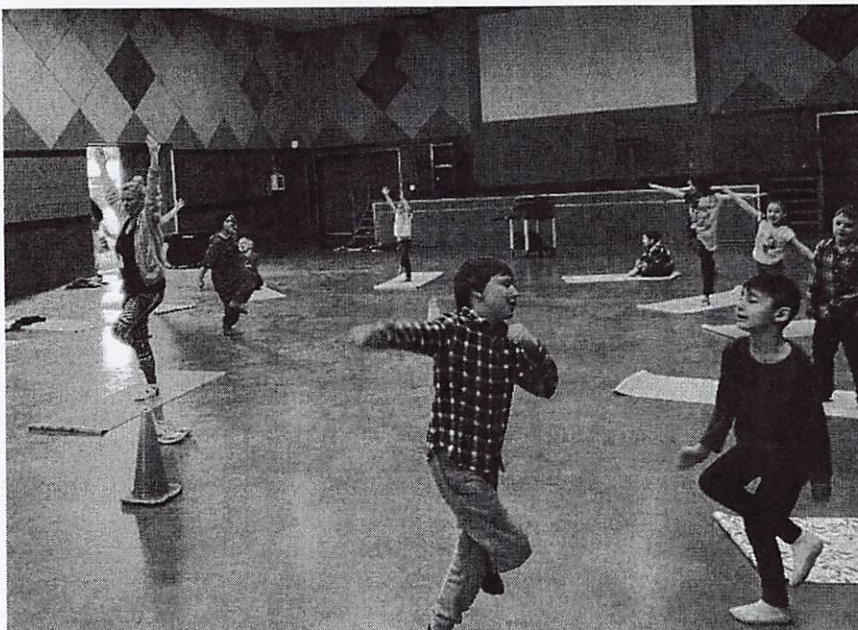
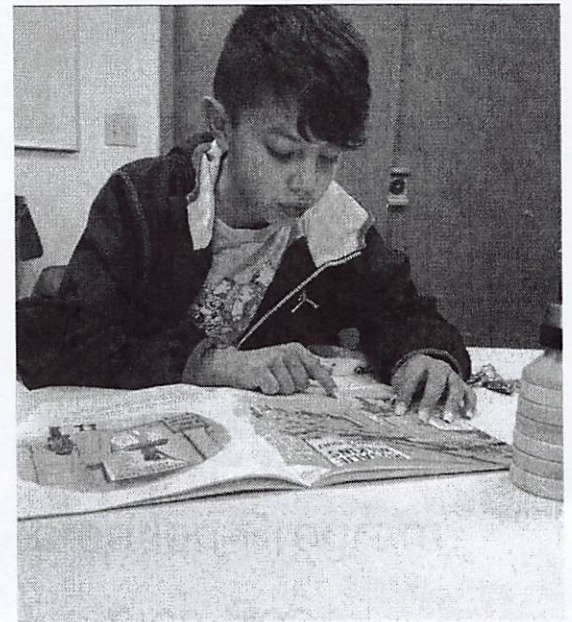
DATE: 11-28-23

[illegible]

EXPLORE YOUR WILD

- HANDED TO COUNCIL
- FROM JENI RICE
PRESENTED
DURING #8-C

Free Afterschool Program at the Civic Center
Summer Outdoor Education & Recreation Program
Community Garden Project...Coming Soon



FREE After School Program

We received operational funding from two state agencies to be able to continue to offer services for FREE to the community under No Child Left Inside.

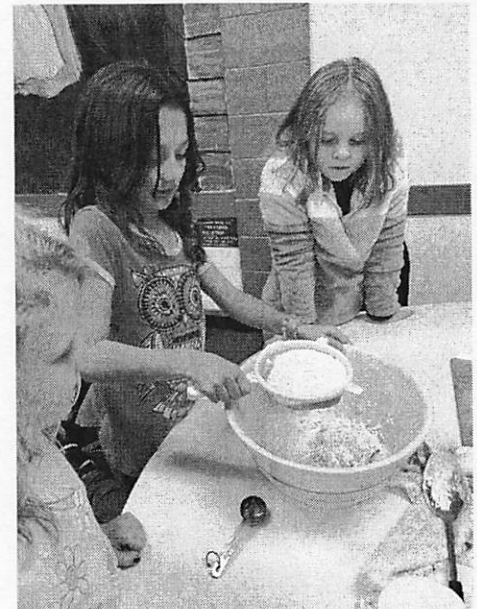
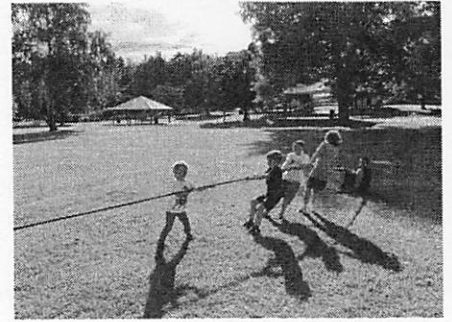
We have provided 340 hours of free after school programming in 9 months from January 2023 to Nov 2023.

We have successfully partnered with Catholic Charities as the only at-risk youth program in our region to offer nutritious snacks / meals to program participants.

Activities focus on life skills, physical fitness and various enrichment opportunities.

Painting	Dodgeball	Scavenger hunts
Art	Zombie Tag	Building forts
Crafts	Relay races	Pumpkin patch field trips
Dance	Yoga	How to measure
Tug of war	Football	Jump a car battery
Story time	Leaf play	Making cookies

We have a waitlist year round.



Summer Outdoor Education & Recreation Program

14 trips 364 students Free to All

We purchased two short buses and embarked on various excursions throughout the summer. We took local kids into nature on epic adventures each trip departed from the Civic Center. Trips were twice a week due to a high level of demand and the destinations were as follows:

Boulder Cave

Bumping River Survival Skills Camp

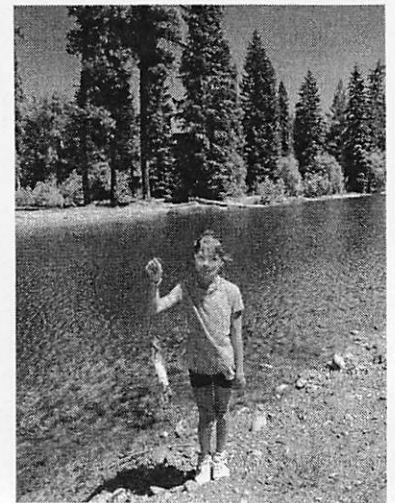
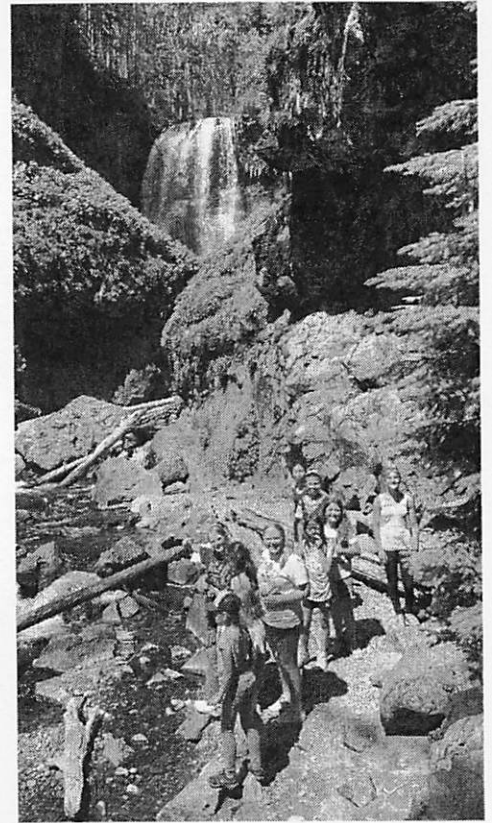
Fishing Little Naches—Quartz Creek Pond

Fishing Yakima Training Center Kids Pond

Hiking Union Creek Waterfall

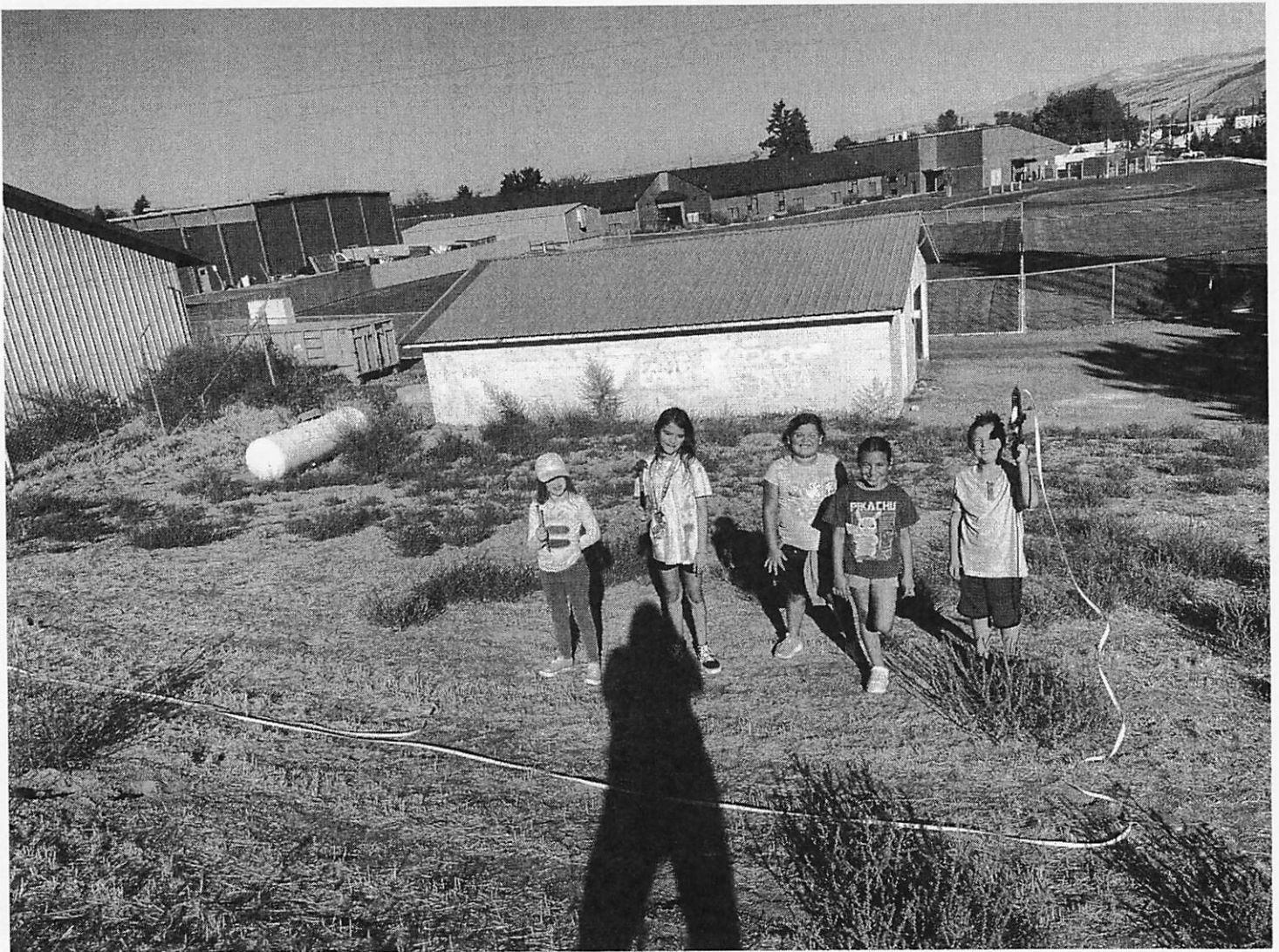
Little Naches Meadows Archery Camp

* We were able to get 120 kids fishing poles donated from Zebco and 100 jars bait from Pautzke Bait in Ellensburg!



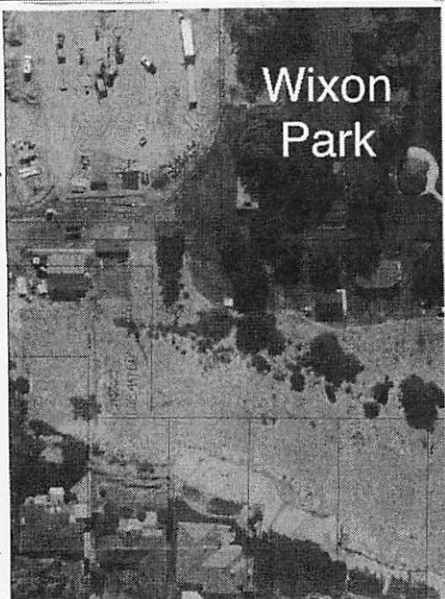
Community Garden at Wixon Park

Coming Soon.....



City of Selah

Wixon
Park



Ways to Get Involved

We are looking for volunteers to help get the community garden up and going:

- Help with site prep
- Building a fence
- Sponsoring a Garden Bed
- Building a seating bench

We are still accepting toy donations to be distributed to all the boys and girls in our program on December 18th by Santa at the Civic Center

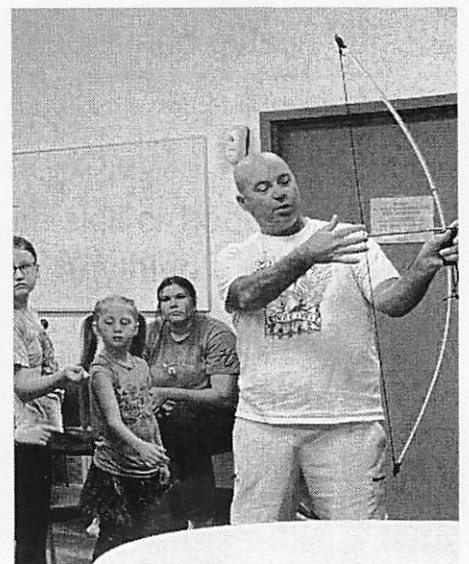
We are looking for volunteers to come and teach the kids a life skill or hobby: examples may include boxing, dance, yoga, karate, art tying flies.....anything!


If you have questions or would like more information you can find us here:

509.759.2626

jeni@yakimatutoring.com

Stop by on any school day at the Civic Center from 3:30-5:30pm






Selah Afterschool Program

CHRISTMAS

TOY DRIVE

Benefiting at-risk youth in the after school program at the Civic Center



Santa will be delivering toys to the kids
Monday December 18th 3:30-4:30pm

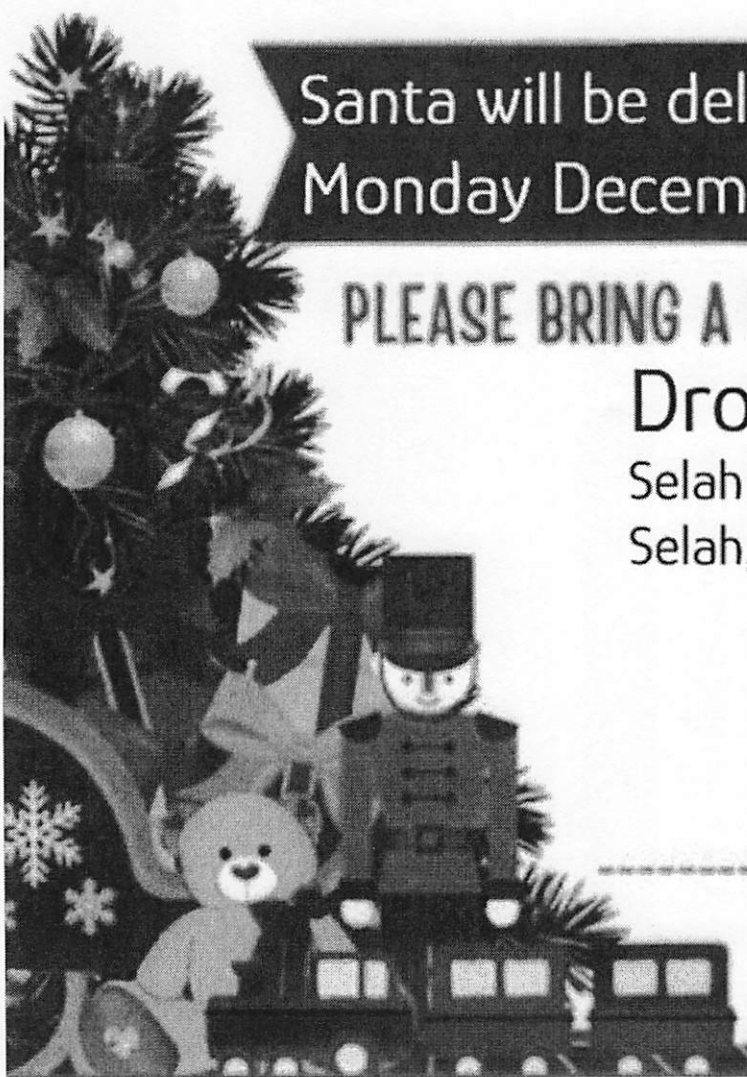
PLEASE BRING A BRAND NEW UNWRAPPED TOY

Drop Off Location:

Selah Civic Center - 216 South 1st Street
Selah, WA

[Click here](#) to donate needed items
from our wish list

amazon.com.



For more information please call 509.759.2626
or email jeni@yakimatutoring.com