



SELAH CITY COUNCIL

January 9, 2024

4:30 p.m. – Study Session
RE: City of Selah Safety Plan

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
Study Session Materials
January 9, 2024



City of Selah Local Road Safety Plan

City of Selah Council Study Session
1.9.24



Overview

- Q: What is a Local Road Safety Plan?
- A: The LRSP is a self-assessment of Selah's roadway traffic and crash data with the aim of identifying areas where roadway safety can be improved
- Q: What does a Local Road Safety Plan Do?
- A: Helps the City identify areas to improve safety and allows to City to apply for funding that requires a LRSP

Local Road Safety Plan – 7 Step Process

- Step 1 - Analyze data to identify focus/priorities
- Step 2 - Analyze individual fatal/serious crashes to identify risk factors
- Step 3 - Select most common risk factors
- Step 4 - Analyze roadway network for presence of risk factors
- Step 5 - Create a prioritized list of roadway locations
- Step 6 - Identify countermeasures to address prioritized locations
- Step 7 - Develop a prioritized list of projects

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Step 1 – Analyze data to identify focus/priority



- This step involves breaking down the traffic data from four major sources of information: Selah's existing traffic counts, WSDOT's online crash portal, requested WSDOT crash information, and WSDOT's provided five year crash summary breakdowns
- The LRSP focuses on the last 5 years of crash data (2018-2022) because this is what information they want for their grant application
- The data for the LRSP focuses on traffic/crash data for City of Selah owned right-of-way and roadways. Crashes that occur on WSDOT SR 823 will not be included in any data set
- This step is filled with crash data charts, excel tables detailing crash info, crash map locations, and a traffic count map detailing average daily traffic

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Minor/Serious/Fatal Crash Information


Crash 1	
Date & Time 01/02/19 - 5:48 AM	Location S 1st Street (Between Selah & 4th)
Injury Severity Fatality	Functional Class Principle Arterial
DUI Related No	Crash Type Pedestrian
Surface Condition Dry	Lighting Conditions Dark - Street Lights On
Roadway Character Straight & Level	Junction Relationship Not at Intersection & Not Related
Speed Limit 35 MPH	Struck Fixed Object? No
Vehicle Type Pickup, Panel Truck, or Van/Mini	Cause of Collision No Official Cause Listed
Vehicle Action Going Straight Ahead	Road Type 5 Lanes, Middle Center Turn Lane

Step 2 – Analyze individual Minor/Serious/Fatal Crashes to Identify Risk Factors

- Review all 14 of the Minor/Serious/Fatal Crashes from 2018-2022
- 1 Fatality in 2019
- No Minor/Serious/Fatal crashes in 2018
- No Serious crashes

Step 3 – Select Most Common Risk Factors

- Now that we have reviewed the available crash data, we can look through it and figure out what roadway features are most prevalent when severe crashes or higher crash volumes occur
- These roadway features that could impact crash severity/volume are called risk factors
- In the blue box, the “Most Common” risk factors from 2018-2022 are listed



- Intersection Presence (Traffic Light Controlled)
- Posted Speed Limit (30 MPH or greater)
- Number of Lanes
- Functional Class
- Traffic Volume
- Pedestrian Crosswalk Presence
- Pedestrian Crossing Distance

Step 4 – Analyze roadway network for presence of risk factors



30 MPH or greater



Pedestrian Crosswalk



Functional Class



Intersection Presence
(Traffic Light Controlled)

- Using the list of most common risk factors put together in Step 3, we can start to map out where those risk factors are in our roadway network
- These aren't necessarily high volume crash areas, but share risk factors with areas that are either high crash volume or high severe crash volume over the last 5 years


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Step 5 – Create a prioritized list of roadway locations

- Based on the areas we put together in Step 4, we can create a priority list based off of what roadway corridors contain multiple risk factors
- Below is the prioritized list of roadway locations:
 - -1st Steet (Valleyview to Goodlander) *7
 - -Goodlander Road (Lander to Wenas) *4
 - -Naches Ave (3rd St to Railroad) *3
 - -Fremont Ave (3rd St to Wenas Road) *3



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Step 6 – Identify countermeasures to address prioritized locations

Now that we have a list of roadway sections, we can apply USDOT’s list of Proven Safety Countermeasures to figure out ways to improve safety in these areas.

Listed out here are the areas with common risk factors and the proven safety counter measures that may help address those issues.

- 1st Street – Signal Operations, Roundabouts, Real-Time Warning Systems, Ped Hybrid Beacons, Refuge Islands, Leading Pedestrian Intervals, Countdown Signals
- Goodlander Road – Real-Time warning Systems
- Naches & Fremont Ave – Signal Operations, Roundabouts, Ped Hybrid Beacons, LPI, Countdown Signals

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Step 7 – Develop a prioritized list of projects

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1st Street Signalized Intersection Improvements

Upgrade the 1st Street intersections on Park Ave, Naches Ave, and Fremont Ave with modern safety features.



Radar Speed Display Signs

Add radar speed display signs to roadways with 30 MPH & School Zones



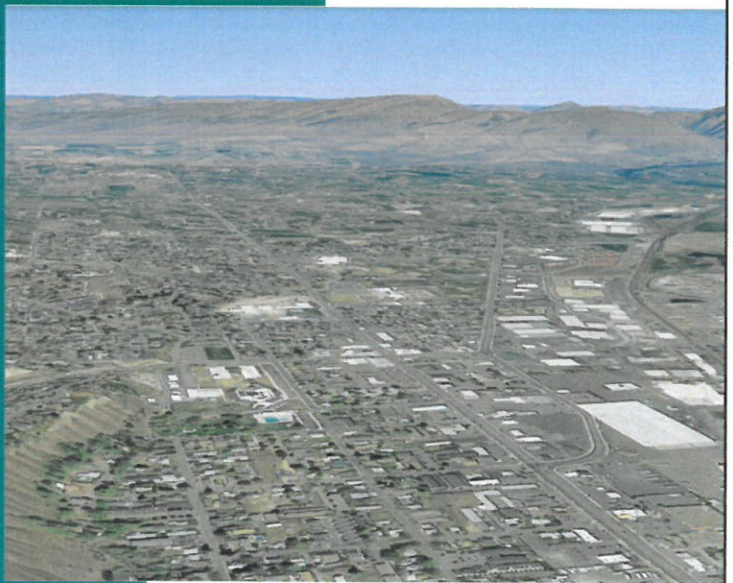
1st Street & Wernex Loop Roundabout

Add a roundabout to the intersection at 1st Street and Wernex Loop with pedestrian islands.



Selah Transportation Network Analysis

Comprehensive analysis of the Traffic Network in Selah, particularly assessing viability of additional entrances into the City with the purpose of reducing volume on 1st Street.



Selah Pedestrian / Bicycle Path Study

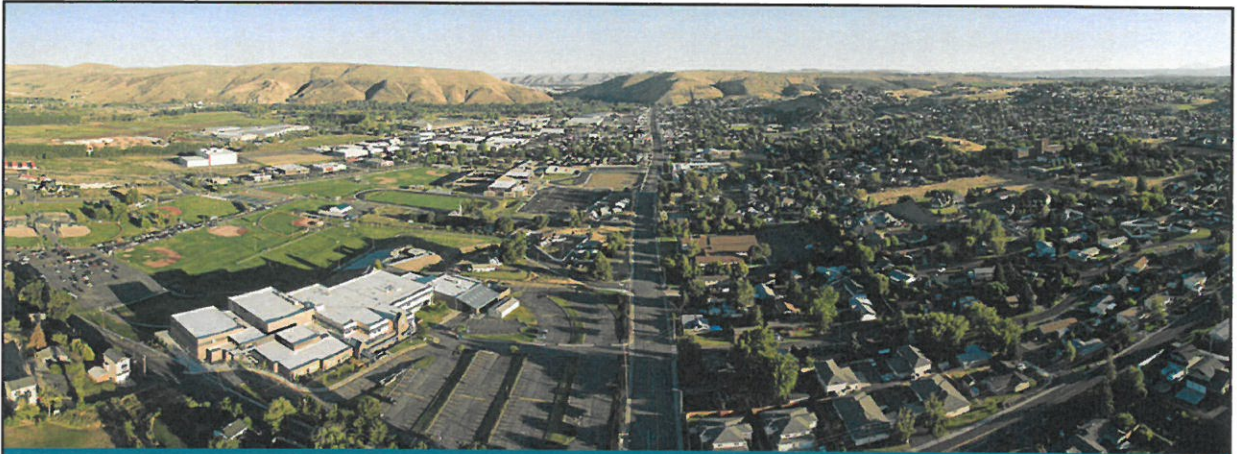
Analyze Pedestrian & Bicycle traffic throughout the City to get an accurate assessment of heavily trafficked pedestrian and bicycle pathways



Summary



- Using this Local Road Safety Plan as a guideline, the City of Selah is aiming to eliminate minor/serious/fatal injuries on our roadways.
- Data for 2023 already shows we are trending in the right direction, with only 1 minor injury and 27 total crashes
- WSDOT's 2024 City Safety Program – Call for projects – Due February 2nd 2024.
- Study Session today, adopt plan on the 23rd once all agencies are done reviewing
- Any Questions?



Thank you

Local Road Safety Plan

City of Selah

December 2023

Service • Pride • Dedication



INTRODUCTION

The City of Selah is committed to ensuring safe transportation throughout the City to reduce the risk of death and serious injury. This Local Road Safety Plan serves as a self-assessment and as a guideline on areas where traffic safety can be improved.

This plan was put together by following guidelines from the FHWA, USDOT, & WSDOT. The plan can be broken down into seven main steps:

1. Analyze data to identify focus/priorities
2. Analyze individual fatal/serious crashes to identify risk factors
3. Select most common risk factors
4. Analyze roadway network for presence of risk factors
5. Create a prioritized list of roadway locations
6. Identify countermeasures to address prioritized locations
7. Develop a prioritized list of projects

By analyzing safety data, the City can take a detailed look at accidents and determine the risk factors that could be attributed in causing those accidents. The City will then look at areas with reoccurring accidents and high-risk factors to identify countermeasures that could help address those issues.

The implementation of this LRSP (Local Road Safety Plan) aims to improve transportation safety for the City, its people, and its visitors.

VISION, MISSION, & GOALS

Vision Statement:

To help all citizens and visitors traveling within the City of Selah to reach their destinations safely.

Mission Statement:

To eliminate fatal and serious injuries resulting from traffic crashes and to reduce accident quantities at problem areas.

Goals:

To implement effective countermeasures in areas that are accident prone with high risk factors.



SAFETY PARTNERS

The City of Selah has partnered internally within its departments and with external agencies help to put together this LRSP.

List of partners here:

- City of Selah Public Works Department
- City of Selah Fire Department
- City of Selah Police Department
- Washington State Department of Transportation
- Yakima Valley Conference of Governments
- HLA Engineering and Land Surveying, Inc.
- Gray and Osborne, Inc.

PROCESS

This first part of putting together this Local Road Safety Plan was gathering Selah's traffic data. The three main data sources that helped put the plan together are traffic counts, detailed crash data, and crash location maps.

The second part was to assess the traffic data. When put together, the traffic data paints an accurate picture of areas in Selah where drivers are more accident prone. Those areas are reviewed to find common risk factors to see what risk factors are most frequent throughout the crash data. The areas are then reviewed and put in a prioritized list based on how many risk factors are present at various locations with high accident volumes or high frequency of more serious accidents.

The third part of the process is deciding what countermeasures could be applicable in those areas of town with higher risk factors or accident volumes. Assessing multiple countermeasures for these areas and then developing a list of projects for these areas.

The final step was reaching out with a draft of the plan for our safety partners to review, assess, and comment on. Once they added their comments, the plan was updated to its final state.

Whenever the Local Road Safety Plan is updated in future years, this process should be followed as well. This process should be used when expanding the data set within the safety plan as well.

EXISTING EFFORTS

Driver safety is a top priority for the City of Selah. The City of Selah takes on yearly Capital Improvement Projects which improve roadways and sidewalks around town. The City is constantly improving its roadway network to make improvements to driver safety.

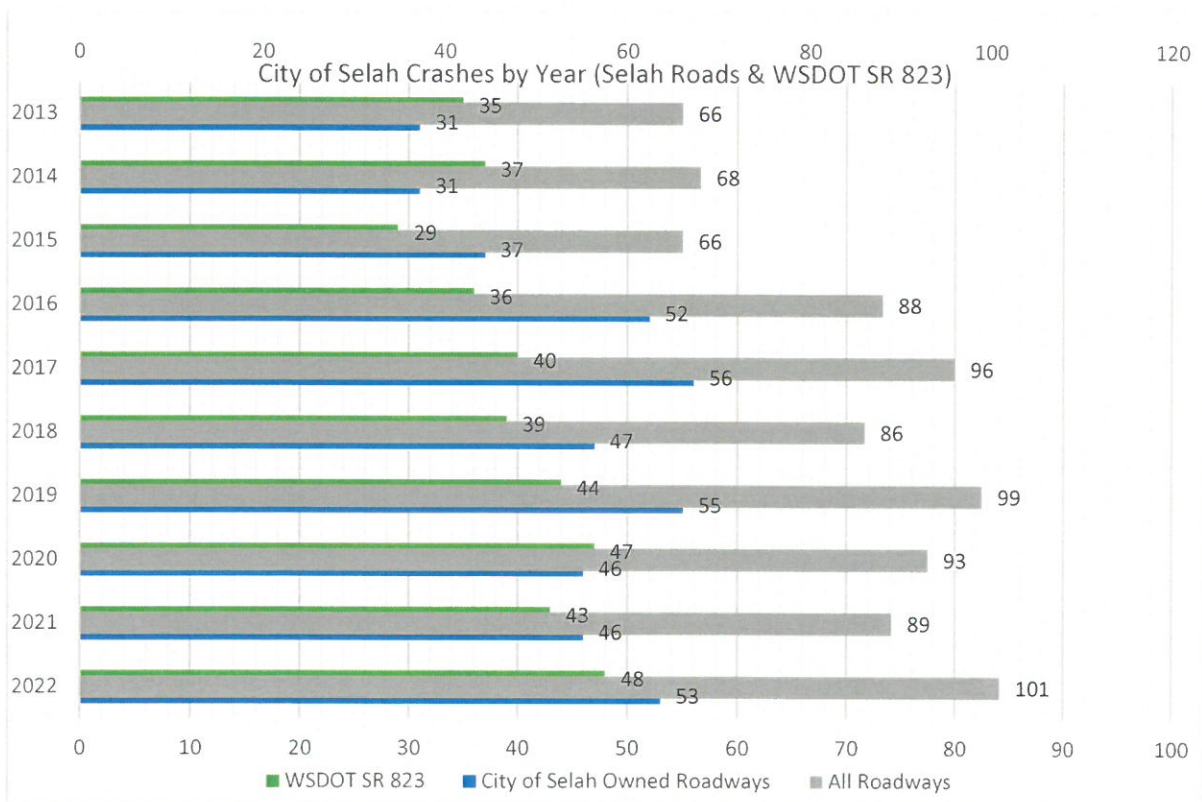


STEP 1: Analyze Data to Identify Focus/Priorities

Safety data was pulled from 4 main sources. The first source was available traffic counts the City has done over the years, as well as traffic volume data for SR 823 on WSDOT’s traffic portal ([Community Planning Portal 2.0 \(arcgis.com\)](https://arcgis.com)). The second source was using crash data summaries provided by WSDOT upon the City’s request. The third source was detailed crash summaries from the past 5 years in the city of Selah provided by WSDOT. Finally, the city used WSDOT’s crash data portal ([WSDOT - Crash Data Portal \(wa.gov\)](https://wa.gov)) to map out where crashes have occurred from the past 5 years (2018-2022).

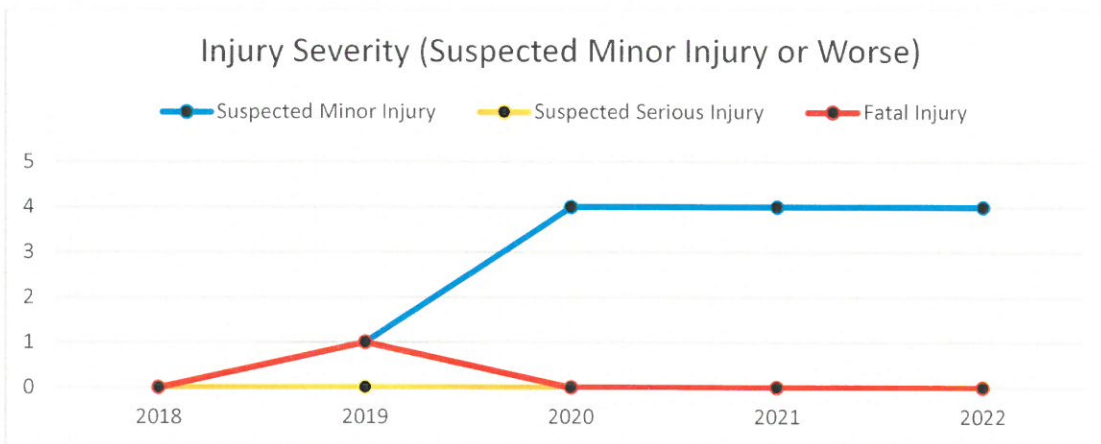
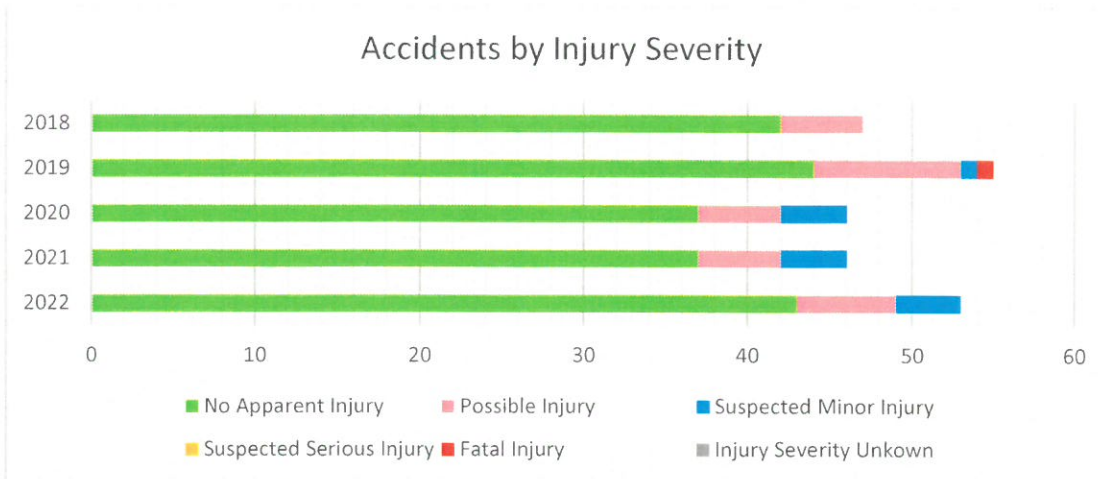
One of the most travelled roadways in the City of Selah is WSDOT State Route 823. This roadway is not owned or maintained by the City of Selah, as this is WSDOT’s roadway and right of way. The Local Road Safety Plan will focus the majority of this document on the roadways that are maintained and located in the City of Selah’s right of way. That way we can accurately assess improvements the City can make to its own roadway network. The following pages will show you various charts, maps, and Excel data reviewing the information gathered to put together this plan.

Charts and Graphs



This chart details the past ten years of crash data, and whether they occurred on a City of Selah roadway or on WSDOT State Route 823. Just under half of all crashes within Selah City limits occur on WSDOT SR 823. This main reason for this is the high traffic volume at the entrance to the City and the high traffic volume on Jim Clements Way and Wenas Road. For the rest of the document we will be focusing on City of Selah owned and maintained roadways.

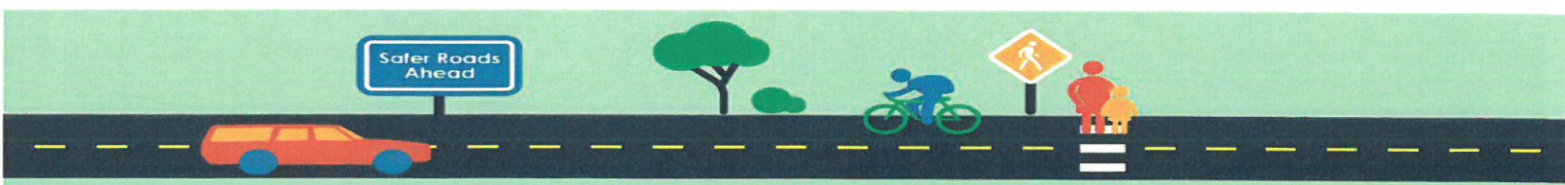




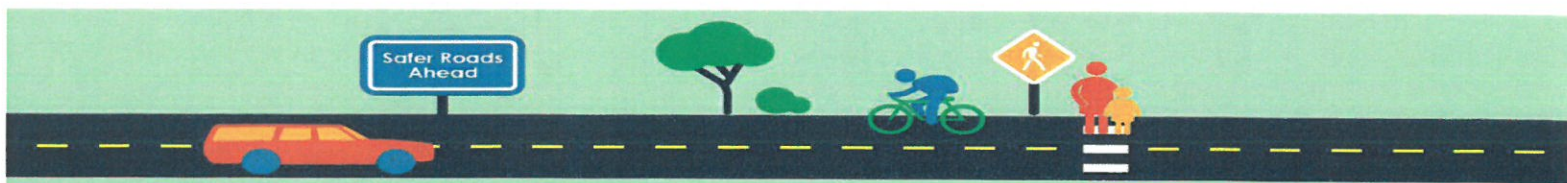
These charts help to outline the amount of accidents per year, as well as the severity of those accidents over the last five years (2018-2022). The first chart gives detailed information on the amount of accidents per year and breaks down how severe they were. The second chart outlines the minor/serious/fatal injuries. There was one fatal injury in 2019, and there were no minor/serious/fatal injuries in 2018. There also have been no serious injuries over the past 5 years.

Crash Data Information

This next section will detail all crashes on City of Selah owned roadways from the last five years (2018-2022) and compare all crashes to the minor/serious/fatal crashes. This will show us what characteristics are overrepresented in minor/serious/fatal accidents compared to no-injury/possible/unknown crashes. When a significant percentage of crash data is overrepresented in more minor/serious/fatal accidents, the percentage will appear in green boxes on the table.



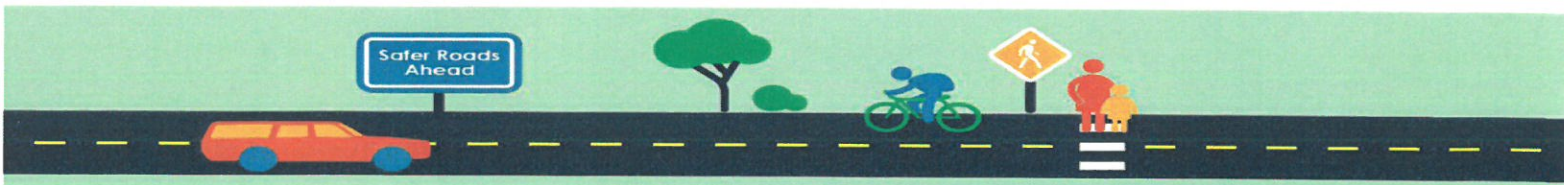
Accessibility: OFF		Crash Data Summary Template													
City of Selah 5 Year Crash Data (2022 - 2018)		Fatal, Serious, & Minor Injury Crashes						All Crashes							
		City of Selah						City of Selah							
		2022 - 2018	%	2022	2021	2020	2019	2018	Year 1 - Year	%	2022	2021	2020	2019	2018
Overall Numbers															
Total Crashes	14	N/A	4	4	4	2	0	247	N/A	53	46	46	55	47	
# of Fatal Collisions	1	7.1%	0	0	0	1	0	1	0.4%	0	0	0	1	0	
# of Serious Injury Collisions	0	0.0%	0	0	0	0	0	0	0.0%	0	0	0	0	0	
# of Minor Injury Collisions	13	92.9%	4	4	4	1	0	13	5.3%	4	4	4	1	0	
# of Alcohol-Related Collisions	2	14.3%	0	2	0	0	0	14	5.7%	3	3	2	6	0	
Total # of Fatalities		N/A	0	0	0	1	0	1	N/A	0	0	0	1	0	
Total # of Injuries		N/A	4	4	4	2	0	14	N/A	4	4	4	2	0	
By Crash Type															
Angle (T)	1	7.1%	1	0	0	0	0	71	28.7%	19	11	15	16	10	
Hit Parked Car	0	0.0%	0	0	0	0	0	43	17.4%	9	13	10	5	6	
Rear-End	3	21.4%	1	0	2	0	0	42	17.0%	6	6	9	7	14	
Hit Fixed Object	2	14.3%	0	2	0	0	0	38	15.4%	8	5	6	11	8	
Angle (Left Turn)	2	14.3%	0	1	1	0	0	14	5.7%	2	4	1	4	3	
Other	0	0.0%	0	0	0	0	0	14	5.7%	3	3	2	4	2	
Hit Pedestrian	5	35.7%	1	1	1	2	0	9	3.6%	2	1	2	3	1	
Sideswipe (Same Direction)	0	0.0%	0	0	0	0	0	8	3.2%	2	3	0	2	1	
Angle (Right)	0	0.0%	0	0	0	0	0	3	1.2%	1	0	0	1	1	
Hit Cyclist	0	0.0%	0	0	0	0	0	2	0.8%	0	0	0	1	1	
Sideswipe (Opposite Direction)	1	7.1%	1	0	0	0	0	2	0.8%	1	0	1	0	0	
Overturn	0	0.0%	0	0	0	0	0	1	0.4%	0	0	0	1	0	
By Surface Condition															
Dry	14	100.0%	4	4	4	2	0	209	84.6%	43	41	40	44	41	
Wet	0	0.0%	0	0	0	0	0	18	7.3%	4	3	3	3	5	
Snow/Slush	0	0.0%	0	0	0	0	0	11	4.5%	2	1	1	6	1	
Ice	0	0.0%	0	0	0	0	0	5	2.0%	3	0	0	2	0	
Unknown	0	0.0%	0	0	0	0	0	4	1.6%	1	1	2	0	0	
By Lighting Conditions															
Daylight	11	78.6%	4	3	4	0	0	170	68.8%	36	30	37	35	32	
Dark - Street Lights On	2	14.3%	0	0	0	2	0	39	15.8%	10	6	6	14	3	
Dark - No Street Lights	1	7.1%	0	1	0	0	0	14	5.7%	4	3	1	2	4	
Dusk	0	0.0%	0	0	0	0	0	11	4.5%	1	3	0	2	5	
Unknown	0	0.0%	0	0	0	0	0	5	2.0%	1	1	1	1	1	
Dawn	0	0.0%	0	0	0	0	0	4	1.6%	0	1	1	1	1	
Dark - Unknown Lighting	0	0.0%	0	0	0	0	0	3	1.2%	1	2	0	0	0	
Dark - Street Lights Off	0	0.0%	0	0	0	0	0	1	0.4%	0	0	0	0	1	
By Junction Relationship															
Not at Intersection and Not Related	7	50.0%	3	2	1	1	0	96	38.9%	16	21	18	22	19	
At Intersection and Related	6	42.9%	1	1	3	1	0	77	31.2%	20	13	17	13	14	
At Driveway	0	0.0%	0	0	0	0	0	40	16.2%	9	6	7	13	5	
Intersection Related but not at Intersection	1	7.1%	0	1	0	0	0	19	7.7%	3	4	2	5	5	
At Driveway within Major Intersection	0	0.0%	0	0	0	0	0	8	3.2%	4	1	1	1	1	
At Intersection and not Related	0	0.0%	0	0	0	0	0	5	2.0%	1	1	0	1	2	
Driveway Related but not at Driveway	0	0.0%	0	0	0	0	0	1	0.4%	0	0	1	0	0	
Entering Roundabout	0	0.0%	0	0	0	0	0	1	0.4%	0	0	0	0	1	
By Roadway Character															
Straight & Level	13	92.9%	4	3	4	2	0	177	71.7%	33	34	35	43	32	
Straight & Grade	0	0.0%	0	0	0	0	0	32	13.0%	10	5	4	6	7	
Curve & Grade	1	7.1%	0	1	0	0	0	14	5.7%	3	2	3	4	2	
Unknown	0	0.0%	0	0	0	0	0	10	4.0%	2	2	4	0	2	
Curve & Level	0	0.0%	0	0	0	0	0	7	2.8%	4	1	0	2	0	
Straight at Hillcrest	0	0.0%	0	0	0	0	0	3	1.2%	1	1	0	0	1	
Straight in SAG	0	0.0%	0	0	0	0	0	3	1.2%	0	0	0	0	3	
Curve at Hillcrest	0	0.0%	0	0	0	0	0	1	0.4%	0	1	0	0	0	



Accessibility: OFF	Crash Data Summary Template													
City of Selah 5 Year Crash Data (2022 - 2018)	Fatal, Serious, & Minor Injury Crashes						All Crashes							
	City of Selah						City of Selah							
	2022 - 2018	%	2022	2021	2020	2019	2018	Year 1 - Year	%	2022	2021	2020	2019	2018
By Fixed Object Struck														
Fence	0	0%	0	0	0	0	0	6	15.4%	3	0	1	1	1
Retaining Wall (Concrete, Rock, Brick, Etc.)	0	0%	0	0	0	0	0	6	15.4%	0	1	1	2	2
Tree or Stump (Stationary)	0	0%	0	0	0	0	0	4	10.3%	1	0	0	2	1
Building	0	0%	0	0	0	0	0	3	7.7%	1	1	0	1	0
Utility Pole	0	0%	0	0	0	0	0	3	7.7%	0	0	2	1	0
Gaurdrail - Face	1	50%	0	0	1	0	0	2	5.1%	1	1	0	0	0
Metal Sign Post	1	50%	0	0	1	0	0	2	5.1%	0	2	0	0	0
Roadway Ditch	0	0%	0	0	0	0	0	2	5.1%	0	0	0	0	2
Street Light Pole or Base	0	0%	0	0	0	0	0	2	5.1%	0	0	1	1	0
All Other Fixed Objects (On the Road)	0	0%	0	0	0	0	0	1	2.6%	0	0	0	0	1
Fire Hydrant	0	0%	0	0	0	0	0	1	2.6%	0	0	0	1	0
Gaurdrail - Leading End	0	0%	0	0	0	0	0	1	2.6%	1	0	0	0	0
Linear Curb	0	0%	0	0	0	0	0	1	2.6%	0	0	1	0	0
Mailbox	0	0%	0	0	0	0	0	1	2.6%	0	0	0	1	0
Other Objects	0	0%	0	0	0	0	0	1	2.6%	0	0	0	0	1
Railway Signal Pole	0	0%	0	0	0	0	0	1	2.6%	0	0	0	1	0
Trailer Parked (Legally or Not)	0	0%	0	0	0	0	0	1	2.6%	0	1	0	0	0
Wood Sign Post	0	0%	0	0	0	0	0	1	2.6%	1	0	0	0	0
Driver Cause of Collision														
Other Contributing Circ Not Listed	0	0.0%	0	0	0	0	0	42	42.4%	8	10	11	7	6
Follow Too Closely	1	7.1%	0	0	1	0	0	36	36.4%	5	4	7	7	13
Did Not Grant RW to Vehicle	1	7.1%	0	0	1	0	0	30	30.3%	8	5	3	6	8
Unknown Distraction	2	14.3%	1	1	0	0	0	27	27.3%	4	9	8	5	1
Inattention	0	0.0%	0	0	0	0	0	25	25.3%	0	0	0	15	10
Improper Turn/Merge	1	7.1%	0	1	0	0	0	21	21.2%	5	9	1	4	2
Improper Backing	0	0.0%	0	0	0	0	0	17	17.2%	5	5	3	2	2
None	2	14.3%	1	0	0	1	0	13	13.1%	5	0	3	2	3
Distractions Outside Vehicle	0	0.0%	0	0	0	0	0	12	12.1%	3	3	3	0	3
Under influence of Alcohol	2	14.3%	0	2	0	0	0	11	11.1%	3	3	2	3	0
Other Distractions	2	14.3%	1	0	1	0	0	9	9.1%	2	2	5	0	0
Disregard Traffic Sign and Signals	1	7.1%	1	0	0	0	0	9	9.1%	5	2	2	0	0
Exceeding Reas. Safe Speed	0	0.0%	0	0	0	0	0	6	6.1%	1	2	0	2	1
Operating Defective Equipment	0	0.0%	0	0	0	0	0	6	6.1%	0	1	2	0	3
Did Not Grant R/W to Non Motorist	2	14.3%	0	0	1	1	0	5	5.1%	1	0	2	2	0
Overcorrecting / Oversteering	1	7.1%	0	1	0	0	0	4	4.0%	1	2	1	0	0
Apparently Asleep or Fatigued	1	7.1%	1	0	0	0	0	3	3.0%	2	1	0	0	0
Under influence of Drugs	0	0.0%	0	0	0	0	0	3	3.0%	0	0	0	3	0
Apparently Ill	0	0.0%	0	0	0	0	0	2	2.0%	1	0	1	0	0
Disregard Stop and Go Light	0	0.0%	0	0	0	0	0	2	2.0%	0	0	0	1	1
Improper Passing	0	0.0%	0	0	0	0	0	2	2.0%	0	1	0	1	0
Distracted by Other Occupant	1	7.1%	0	0	1	0	0	2	2.0%	0	0	2	0	0
Lost in Thought / Day Dreaming	1	7.1%	1	0	0	0	0	2	2.0%	2	0	0	0	0
Driver Not Distracted	0	0.0%	0	0	0	0	0	1	1.0%	0	0	0	1	0
Eating or Drinking	0	0.0%	0	0	0	0	0	1	1.0%	1	0	0	0	0
Improper Parking Location	0	0.0%	0	0	0	0	0	1	1.0%	0	0	1	0	0
Operating Handheld Cell Phone	0	0.0%	0	0	0	0	0	1	1.0%	0	0	0	1	0
Operating Hands-Free Cell Phone	0	0.0%	0	0	0	0	0	1	1.0%	0	0	0	1	0
Operating Other Electronic Devices (computer, navigation, etc.)	0	0.0%	0	0	0	0	0	1	1.0%	0	0	0	1	0
Operating Recklessly or Aggressively	1	7.1%	0	1	0	0	0	1	1.0%	0	1	0	0	0
Other Driver Distractions Inside Vehicle	0	0.0%	0	0	0	0	0	1	1.0%	0	0	0	1	0



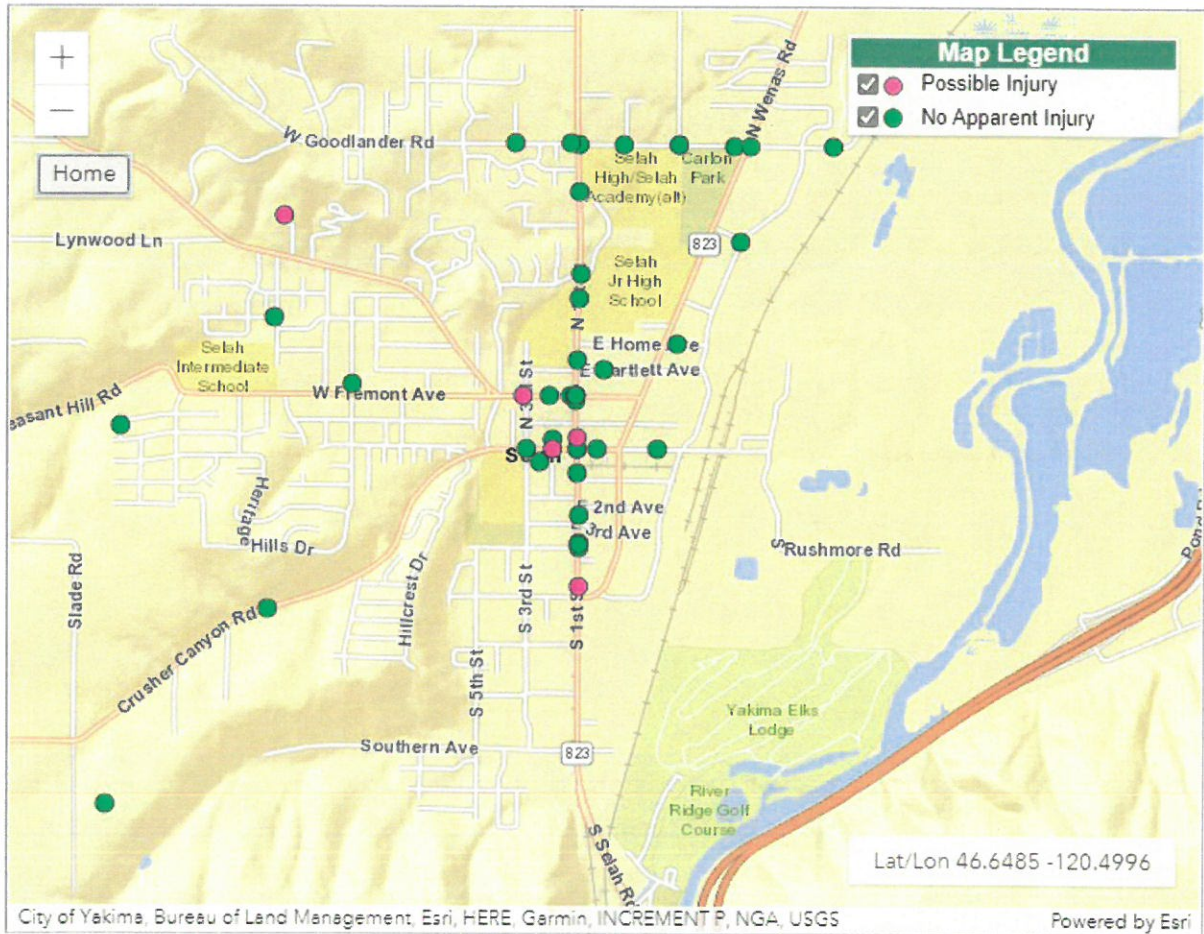
Accessibility: OFF		Crash Data Summary Template												
City of Selah 5 Year Crash Data (2022 - 2018)		Fatal, Serious, & Minor Injury Crashes						All Crashes						
		City of Selah						City of Selah						
		2022 - 2018	%	2022	2021	2020	2019	2018	Year 1 - Year	%	2022	2021	2020	2019
Vehicle Type														
Pickup, Panel Truck or Vanette under 10,000 lb	15	71.4%	4	4	5	2	0	228	51.6%	50	48	45	49	36
Passenger Car	5	23.8%	3	1	1	0	0	173	39.1%	40	25	30	33	45
Not Stated	1	4.8%	0	0	1	0	0	31	7.0%	6	9	6	7	3
School Bus	0	0.0%	0	0	0	0	0	2	0.5%	0	1	0	1	0
Bus or Motor Stage	0	0.0%	0	0	0	0	0	2	0.5%	0	1	1	0	0
Truck (Flatbed, Van, etc)	0	0.0%	0	0	0	0	0	2	0.5%	0	0	0	2	0
Farm Tractor and/or Farm equipment	0	0.0%	0	0	0	0	0	1	0.2%	0	0	0	1	0
Moped	0	0.0%	0	0	0	0	0	1	0.2%	0	0	0	1	0
Motorcycle	0	0.0%	0	0	0	0	0	1	0.2%	0	0	1	0	0
Truck & Trailer	0	0.0%	0	0	0	0	0	1	0.2%	0	1	0	0	0
Truck Tractor & Semi-Trailer	0	0.0%	0	0	0	0	0	0	0.0%	0	0	0	0	0
Speed														
25 MPH	5	33.3%	1	4	0	0	0	151	61.1%	35	32	28	32	24
30 MPH	8	53.3%	3	1	4	0	0	74	30.0%	16	10	11	17	20
20 MPH	1	6.7%	0	0	0	1	0	12	4.9%	1	2	5	3	1
35 MPH	1	6.7%	0	0	0	1	0	10	4.0%	1	2	2	3	2
Vehicle Actions														
Going Straight Ahead	14	66.7%	6	2	5	1	0	205	46.4%	44	35	42	42	42
Making Left Turn	4	19.0%	0	2	1	1	0	63	14.3%	14	11	9	16	13
Backing	0	0.0%	0	0	0	0	0	31	7.0%	8	8	4	8	3
Legally Parked, Unoccupied	0	0.0%	0	0	0	0	0	33	7.5%	4	12	6	5	6
Making Right Turn	0	0.0%	0	0	0	0	0	20	4.5%	6	2	4	6	2
Stopped for Traffic	1	4.8%	1	0	0	0	0	19	4.3%	3	5	1	7	3
Starting in Traffic Lane	0	0.0%	0	0	0	0	0	11	2.5%	2	1	4	1	3
Stopped at Signal or Stop Sign	1	4.8%	0	0	1	0	0	11	2.5%	2	1	3	1	4
Slowing	0	0.0%	0	0	0	0	0	12	2.7%	1	1	1	3	6
Changing Lanes	0	0.0%	0	0	0	0	0	7	1.6%	2	3	0	1	1
Other*	0	0.0%	0	0	0	0	0	9	2.0%	1	1	3	3	1
Illegally Parked, Unoccupied	0	0.0%	0	0	0	0	0	7	1.6%	4	0	3	0	0
Illegally Parked, Occupied	0	0.0%	0	0	0	0	0	1	0.2%	0	0	1	0	0
Overtaking and Passing	1	4.8%	0	1	0	0	0	5	1.1%	1	2	1	1	0
Legally Parked, Occupied	0	0.0%	0	0	0	0	0	1	0.2%	1	0	0	0	0
Merging (Entering Traffic)	0	0.0%	0	0	0	0	0	2	0.5%	0	1	1	0	0
Starting From Parked Position	0	0.0%	0	0	0	0	0	2	0.5%	0	1	1	0	0
Stopped in Roadway	0	0.0%	0	0	0	0	0	2	0.5%	2	0	0	0	0
Negotiating a Curve	0	0.0%	0	0	0	0	0	1	0.2%	1	0	0	0	0
By Surface Type														
Asphalt	14	100.0%	4	4	4	2	0	247	100.0%	53	46	46	55	47
Concrete	0	0.0%	0	0	0	0	0	0	0.0%	0	0	0	0	0
Gravel	0	0.0%	0	0	0	0	0	0	0.0%	0	0	0	0	0
Dirt	0	0.0%	0	0	0	0	0	0	0.0%	0	0	0	0	0
Unknown	0	0.0%	0	0	0	0	0	0	0.0%	0	0	0	0	0
Pedestrian Crash Cause														
None	5	100.0%	1	1	1	2	0	8	88.9%	1	1	2	3	1
Did Not Grant RW to Vehicle	0	0.0%	0	0	0	0	0	1	11.1%	1	0	0	0	0
Bike Crash Cause														
Did Not Grant RW to Vehicle	0	0.0%	0	0	0	0	0	1	100.0%	0	0	0	0	1
None	0	0.0%	0	0	0	0	0	0	0.0%	0	0	0	0	0



Crash Location Maps

The following pages contain maps showing crash locations over the past 5 years (2018-2022). While viewing the maps, try to observe and take note of the areas where many crashes are occurring. Be aware that some of the dots stack on top of each other, so areas like intersections may be too crowded to count out each individual dot. These maps are from WSDOT’s crash portal and only show the crashes for City of Selah owned roadways.

City of Selah 2018 Crash Location Map (Selah ROW Only)

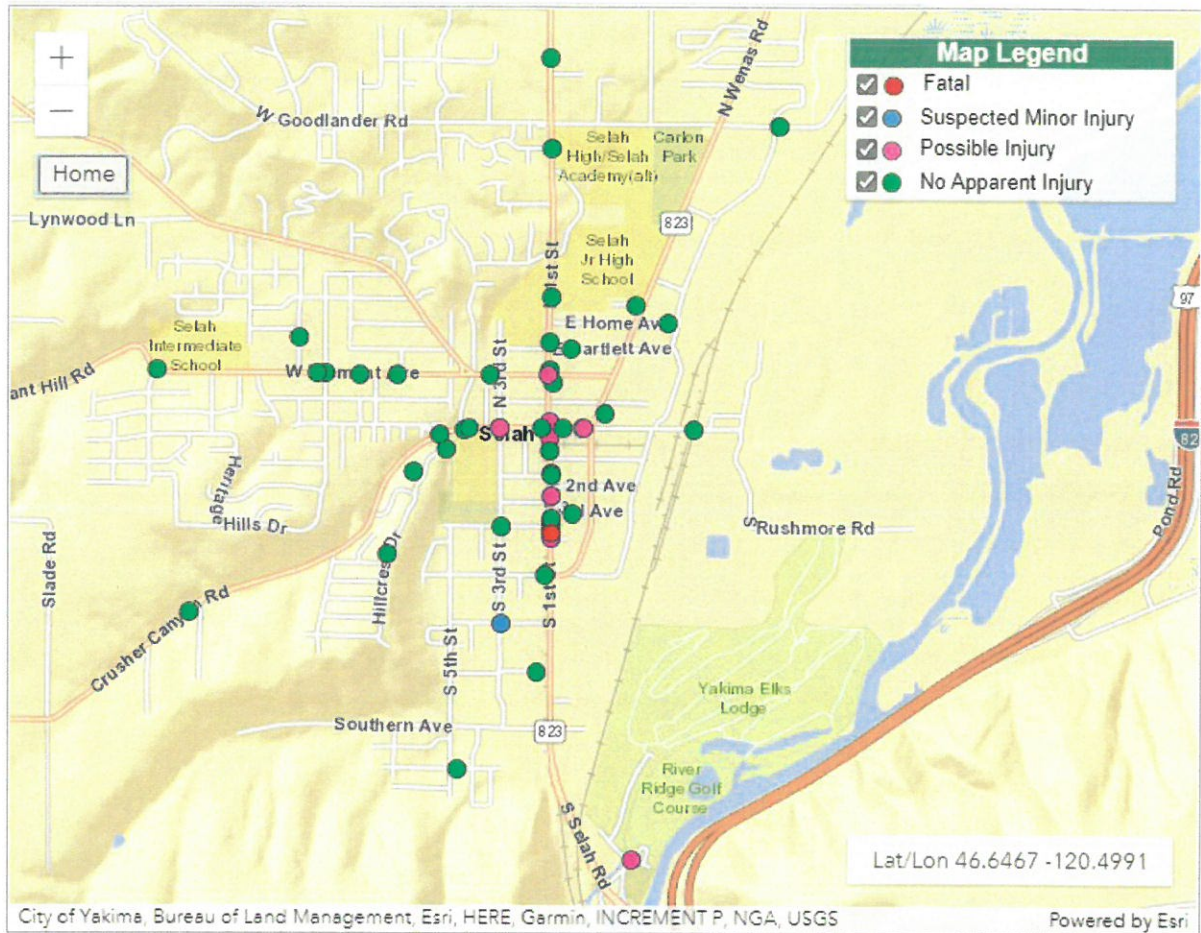


Most Severe Injury Per Crash	Crashes
Possible Injury	5
No Apparent Injury	42
TOTAL CRASHES	47

Under 23 U.S. Code 148 and 23 U.S. Code 407, safety data, reports, surveys, schedules, list compiled or collected for the purpose of identifying, evaluating, or planning the safety enhancement of potential crash sites, hazardous roadway conditions, or railway-highway crossings are not subject to discovery or admitted into evidence in a Federal or State court proceeding or considered for other purposes in any action for damages arising from any occurrence at a location mentioned or addressed in such report, surveys, schedules, lists, or data.



City of Selah 2019 Crash Location Map (Selah ROW Only)

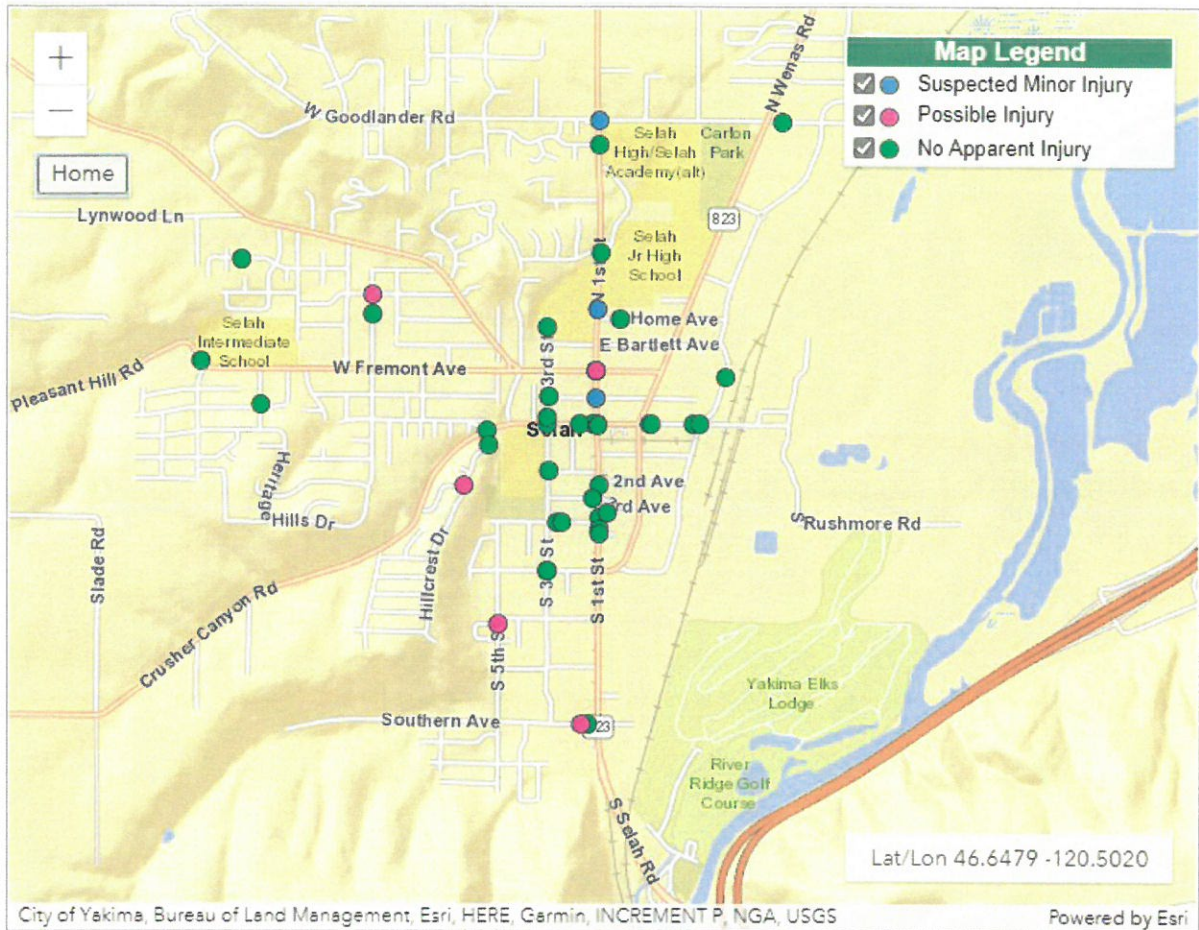


Most Severe Injury Per Crash	Crashes
Fatal	1
Suspected Minor Injury	1
Possible Injury	9
No Apparent Injury	44
TOTAL CRASHES	55

Under 23 U.S. Code 148 and 23 U.S. Code 407, safety data, reports, surveys, schedules, list compiled or collected for the purpose of identifying, evaluating, or planning the safety enhancement of potential crash sites, hazardous roadway conditions, or railway-highway crossings are not subject to discovery or admitted into evidence in a Federal or State court proceeding or considered for other purposes in any action for damages arising from any occurrence at a location mentioned or addressed in such report, surveys, schedules, lists, or data.



City of Selah 2020 Crash Location Map (Selah ROW Only)

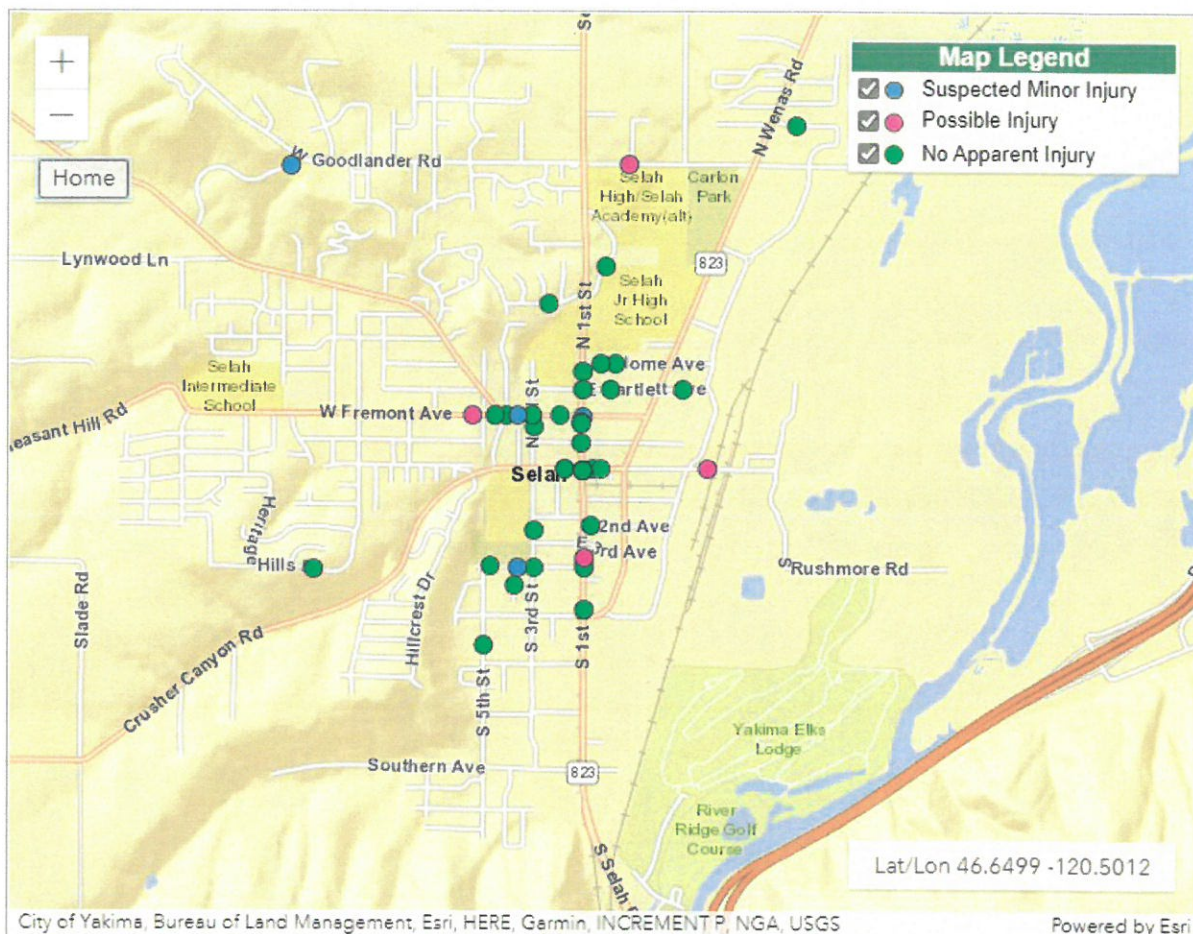


Most Severe Injury Per Crash	Crashes
Suspected Serious Injury	4
Possible Injury	5
No Apparent Injury	37
TOTAL CRASHES	46

Under 23 U.S. Code 148 and 23 U.S. Code 407, safety data, reports, surveys, schedules, list compiled or collected for the purpose of identifying, evaluating, or planning the safety enhancement of potential crash sites, hazardous roadway conditions, or railway-highway crossings are not subject to discovery or admitted into evidence in a Federal or State court proceeding or considered for other purposes in any action for damages arising from any occurrence at a location mentioned or addressed in such report, surveys, schedules, lists, or data.



City of Selah 2021 Crash Location Map (Selah ROW Only)

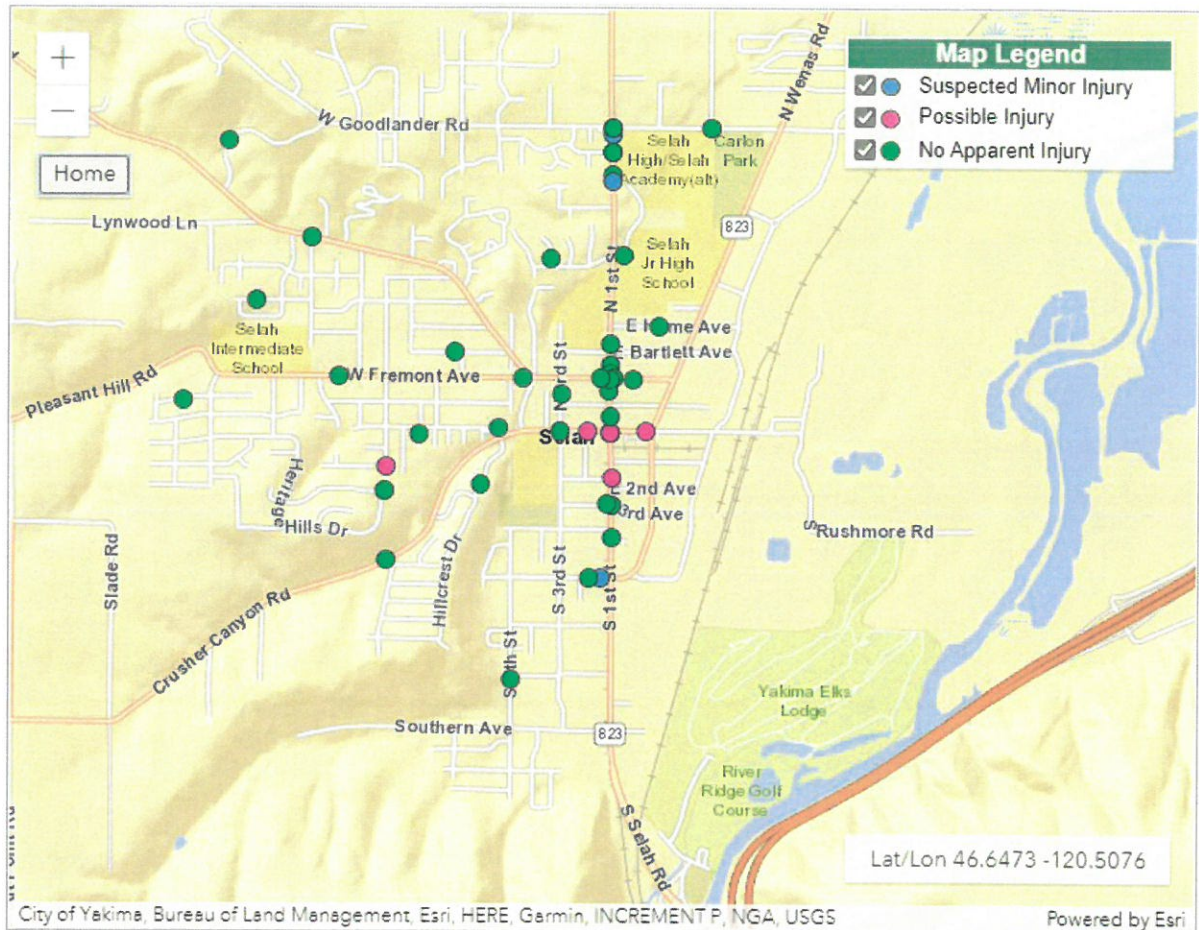


Most Severe Injury Per Crash	Crashes
Suspected Minor Injury	4
Possible Injury	5
No Apparent Injury	37
TOTAL CRASHES	46

Under 23 U.S. Code 148 and 23 U.S. Code 407, safety data, reports, surveys, schedules, list compiled or collected for the purpose of identifying, evaluating, or planning the safety enhancement of potential crash sites, hazardous roadway conditions, or railway-highway crossings are not subject to discovery or admitted into evidence in a Federal or State court proceeding or considered for other purposes in any action for damages arising from any occurrence at a location mentioned or addressed in such report, surveys, schedules, lists, or data.



City of Selah 2022 Crash Location Map (Selah ROW Only)



Most Severe Injury Per Crash	Crashes
Suspected Minor Injury	4
Possible Injury	6
No Apparent Injury	43
TOTAL CRASHES	53

Under 23 U.S. Code 148 and 23 U.S. Code 407, safety data, reports, surveys, schedules, list compiled or collected for the purpose of identifying, evaluating, or planning the safety enhancement of potential crash sites, hazardous roadway conditions, or railway-highway crossings are not subject to discovery or admitted into evidence in a Federal or State court proceeding or considered for other purposes in any action for damages arising from any occurrence at a location mentioned or addressed in such report, surveys, schedules, lists, or data.



STEP 2: Analyze Individual Minor/Serious/Fatal Crashes to Identify Risk Factors

Based on the data gathered and analyzed in Step 1, we can start to take a closer look at some of the more serious crashes to assess risk factors that could be associated with these crashes. Risk factors are roadway and intersection features that could possibly be attributed to causing more accidents. By looking for patterns in our crash data, we can start to outline possible risk factors impacting our roadways and intersections.

For this step, we will take a closer look at the injuries and accidents that were more severe. Crashes are rated on injury severity with six categories: Unknown, No Apparent Injury, Possible Injury, Minor Injury, Serious Injury, and Fatal Injury. We will be taking a look at the minor, serious, and fatal injuries over the last five years (2018 – 2022) to identify any possible risk factors these accidents share.

Using WSDOT & FHWA tools and guidelines, the City of Selah created a template to review the data for the more severe crashes over the past five years (2018-2022). There was a total of 14 minor/severe/fatal crashes that occurred on City of Selah roadways (not WSDOT SR 823), and the following pages will be brief summaries of those accidents based on available crash data. The summaries will include crash information along with roadway features so we can get an accurate assessment of possible risk factors for these crashes.



Crash 1

Minor/Serious/Fatal Crash Information

Crash 1

Date & Time 01/02/19 - 5:48 AM

Location S 1st Street (Between Selah & 4th)

Injury Severity Fatality

Functional Class Principle Arterial

DUI Related No

Crash Type Pedestrian

Surface Condition Dry

Lighting Conditions Dark - Street Lights On

Roadway Character Straight & Level

Junction Relationship Not at Intersection & Not Related

Speed Limit 35 MPH

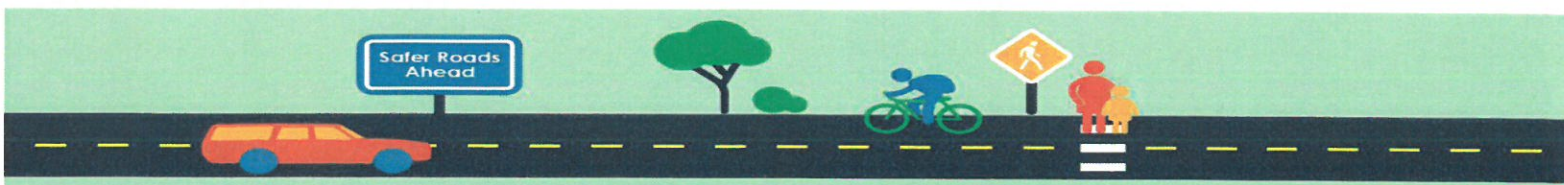
Struck Fixed Object? No

Vehicle Type Pickup, Panel Truck, or Vannete

Cause of Collision No Official Cause Listed

Vehicle Action Going Straight Ahead

Road Type 5 Lanes, Middle Center Turn Lane



Crash 2

Minor/Serious/Fatal Crash Information

Crash 2

Date & Time 12/17/19 - 6:13 PM

Location 3rd Street & Riverview Intersection

Injury Severity Suspected Minor Injury

Functional Class Major Collector

DUI Related No

Crash Type Pedestrian

Surface Condition Dry

Lighting Conditions Dark - Street Lights On

Roadway Character Straight & Level

Junction Relationship At Intersection & Related

Speed Limit 20 MPH

Struck Fixed Object? No

Vehicle Type Pickup, Panel Truck, or Vannete

Cause of Collision Did Not Grant R/W to Non-Motorist

Vehicle Action Making Left Turn

Road Type 2 Lanes



Crash 3

Minor/Serious/Fatal Crash Information

Crash 3

Date & Time 03/10/20 - 2:32 PM

Location N 1st Street & Orchard Intersection

Injury Severity Suspected Minor Injury

Functional Class Minor Arterial

DUI Related No

Crash Type Pedestrian

Surface Condition Dry

Lighting Conditions Daylight

Roadway Character Straight & Level

Junction Relationship At Intersection & Related

Speed Limit 30 MPH

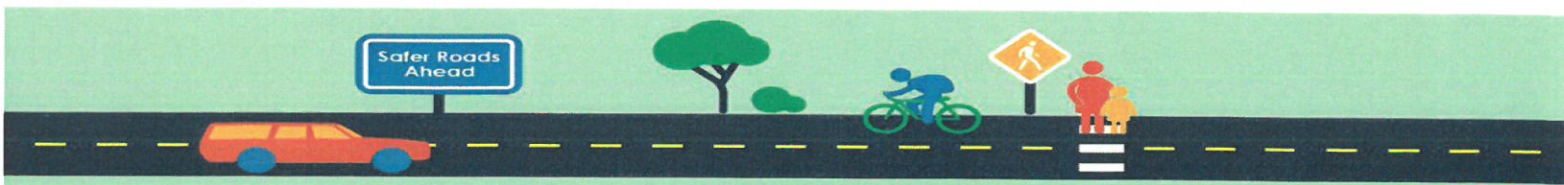
Struck Fixed Object? No

Vehicle Type Pickup, Panel Truck, or Vannete

Cause of Collision Did Not Grant R/W to Non-Motorist

Vehicle Action Going Straight Ahead

Road Type 5 Lanes, Middle Center Turn lane



Crash 4

Minor/Serious/Fatal Crash Information

Crash 4

Date & Time 7/11/2020 - 12:23 PM

Location N 1st Street & Goodlander Intersection

Injury Severity Suspected Minor Injury

Functional Class Major Collector

DUI Related No

Crash Type Rear End

Surface Condition Dry

Lighting Conditions Daylight

Roadway Character Straight & Level

Junction Relationship At Intersection & Related

Speed Limit 30 MPH

Struck Fixed Object? No

Vehicle Type Pickup, Panel Truck, or Vannete

Cause of Collision Distracted Driver

Vehicle Action Going Straight Ahead

Road Type 5 Lanes, Middle Center Turn lane



Crash 5

Minor/Serious/Fatal Crash Information

Crash 5

Date & Time 08/02/20 - 3:37 PM

Location Naches & 1st Street Intersection

Injury Severity Suspected Minor Injury

Functional Class Principle Arterial

DUI Related No

Crash Type Left Turn Crash

Surface Condition Dry

Lighting Conditions Daylight

Roadway Character Straight & Level

Junction Relationship At Intersection and Related

Speed Limit 30 MPH

Struck Fixed Object? No

Vehicle Type Passenger Car

Cause of Collision Did Not Grant R/W to Vehicle

Vehicle Action Making Left Turn

Road Type 5 Lanes, Middle Center Turn lane



Crash 6

Minor/Serious/Fatal Crash Information

Crash 6

Date & Time 11/19/20 - 9:18 AM

Location N 1st Street (Between Home & Hillview)

Injury Severity Suspected Minor Injury

Functional Class Minor Arterial

DUI Related No

Crash Type Rear End

Surface Condition Dry

Lighting Conditions Daylight

Roadway Character Straight & Level

Junction Relationship Not at Intersection & Not Related

Speed Limit 30 MPH

Struck Fixed Object? No

Vehicle Type Pickup, Panel Truck, or Vannete

Cause of Collision Distracted Driver

Vehicle Action Going Straight Ahead

Road Type 5 Lanes, Middle Center Turn lane



Crash 7

Minor/Serious/Fatal Crash Information

Crash 7

Date & Time 1/28/21 - 3:37 PM

Location W Fremont Ave (Between 3rd St & Speyers Rd)

Injury Severity Suspected Minor Injury

Functional Class Minor Arterial

DUI Related Yes

Crash Type Struck Fixed Object

Surface Condition Dry

Lighting Conditions Daylight

Roadway Character Straight & Level

Junction Relationship Intersection Related But Not at Intersection

Speed Limit 25 MPH

Struck Fixed Object? Yes, Metal Sign Post

Vehicle Type Pickup, Panel Truck, or Vannete

Cause of Collision Under Influence of Alcohol

Vehicle Action Making Left Turn

Road Type 3 Lanes, Middle Center Turn lane



Crash 8

Minor/Serious/Fatal Crash Information

Crash 8

Date & Time 03/04/21 - 5:18 PM

Location W Selah Ave (Between 3rd St & 4th St)

Injury Severity Suspected Minor Injury

Functional Class Local Roadway

DUI Related No

Crash Type Pedestrian

Surface Condition Dry

Lighting Conditions Daylight

Roadway Character Straight & Level

Junction Relationship Not at Intersection & Not Related

Speed Limit 25 MPH

Struck Fixed Object? No

Vehicle Type Passenger Car

Cause of Collision Operating Recklessly or Aggressively

Vehicle Action Overtaking/Passing

Road Type 2 Lanes



Crash 9

Minor/Serious/Fatal Crash Information

Crash 9

Date &

Time 04/17/21 - 11:25 PM

Location Lander Road

Injury

Severity Suspected Minor Injury

Functional

Class Major Collector

DUI

Related Yes

Crash Type Struck Fixed Object

Surface

Condition Dry

Lighting

Conditions Dark - No Street Lights

Roadway

Character Slope / Hill

Junction

Relationship Not At Intersection & Not Related

Speed

Limit 25 MPH

Struck Fixed

Object? Yes, Guardrail Face

Vehicle Pickup, Panel Truck,

Type or Vannete

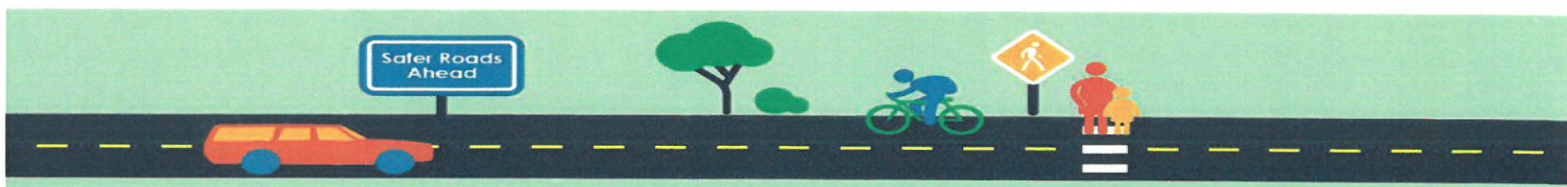
Cause of

Collision Under Influence of Alcohol

Vehicle

Action Going Straight Ahead

Road Type 2 Lanes



Crash 10

Minor/Serious/Fatal Crash Information

Crash 10

Date & Time 07/19/21 - 12:37 PM

Location N 1st Street & Fremont Intersection

Injury Severity Suspected Minor Injury

Functional Class Minor Arterial

DUI Related No

Crash Type Left Turn Crash

Surface Condition Dry

Lighting Conditions Daylight

Roadway Character Straight & Level

Junction Relationship At Intersection & Related

Speed Limit 30 MPH

Struck Fixed Object? No

Vehicle Type Pickup, Panel Truck, or Vannete

Cause of Collision Improper Turn

Vehicle Action Making Left Turn

Road Type 5 Lanes, Middle Center Turn lane



Crash 11

Minor/Serious/Fatal Crash Information

Crash 11

Date & Time 02/03/22 - 7:38 PM

Location N 1st Street (Between Wernex Loop)

Injury Severity Suspected Minor Injury

Functional Class Minor Arterial

DUI Related No

Crash Type Rear End

Surface Condition Dry

Lighting Conditions Daylight

Roadway Character Straight & Level

Junction Relationship Not at Intersection & Not Related

Speed Limit 30 MPH

Struck Fixed Object? No

Vehicle Type Passenger Car

Cause of Collision Distracted Driver

Vehicle Action Going Straight Ahead

Road Type 5 Lanes, Middle Center Turn lane



Crash 12

Minor/Serious/Fatal Crash Information

Crash 12

Date & Time 05/17/22 - 3:10 PM

Location Valleyview Ave (Between 1st St & 3rd St)

Injury Severity Suspected Minor Injury

Functional Class Major Collector

DUI Related No

Crash Type Bicyclist

Surface Condition Dry

Lighting Conditions Daylight

Roadway Character Straight & Level

Junction Relationship Not at Intersection & Not Related

Speed Limit 25 MPH

Struck Fixed Object? No

Vehicle Type Passenger Car

Cause of Collision Bicyclist did not Grant R/W to the vehicle

Vehicle Action Going Straight Ahead

Road Type 2 Lanes



Crash 13

Minor/Serious/Fatal Crash Information

Crash 13

Date & Time 05/29/22 - 8:25 AM

Location 1st Street and Naches Ave Intersection

Injury Severity Suspected Minor Injury

Functional Class Principle Arterial

DUI Related No

Crash Type Entering at an Angle

Surface Condition Dry

Lighting Conditions Daylight

Roadway Character Straight & Level

Junction Relationship At Intersection & Related

Speed Limit 30 MPH

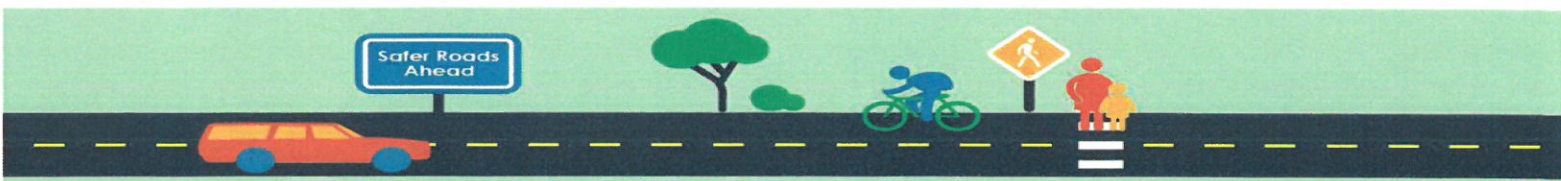
Struck Fixed Object? No

Vehicle Type Pickup, Panel Truck, or Vannete

Cause of Collision Disregard Traffic Sign/Signal

Vehicle Action Going Straight Ahead

Road Type 5 Lanes, Middle Center Turn lane



Crash 14

Minor/Serious/Fatal Crash Information

Crash 14

Date & Time 06/09/22 - 4:15 PM

Location N 1st Street (Between Palmer & Goodlander)

Injury Severity Suspected Minor Injury

Functional Class Minor Arterial

DUI Related No

Crash Type Sideswipe

Surface Condition Dry

Lighting Conditions Daylight

Roadway Character Straight & Level

Junction Relationship Not at Intersection & Not Related

Speed Limit 30 MPH

Struck Fixed Object? No

Vehicle Type Pickup, Panel Truck, or Vannete

Cause of Collision Apparently Asleep or Fatigued

Vehicle Action Going Straight Ahead

Road Type 5 Lanes, Middle Center Turn lane



STEP 3: Select Most Common Risk Factors

Based on the information gathered in the first two steps, we now have a comprehensive data set of Selah's roadway and intersection crashes. Using WSDOT & FHWA templates & guidelines, the City has assessed all City right-of-way road crashes.

Now that we have a comprehensive list of crash data from steps 1 and 2, we can put together a list of common risk factors that are commonly present throughout the data set. The common risk factors were selected by reviewing the minor/serious/fatal crashes for common features and by reviewing common features with high crash volumes.

The most common risk factors are listed below:

- *Intersection Presence (Traffic Light Controlled)*
- *Posted Speed Limit*
- *Number of Lanes*
- *Functional Class*
- *Traffic Volume*
- *Pedestrian Crosswalk Presence*
- *Pedestrian Crossing Distance*

These risk factors are taken from a list of roadway and intersection features provided by WSDOT. It is important to know why each of the listed risk factors are included in this list so we have a general understanding of possible areas to improve roadway safety. Intersection Presence is included because half of all minor/serious/fatal crashes over the past five years (2018-2022) were intersection related, and about 40% of all accidents were intersection related with higher quantity of crashes at intersections with traffic signals. Posted Speed Limit and Number of Lanes are listed because 64% of all minor/serious/fatal crashes occurred on roadways with 5 lanes and speeds of 30 MPH or over. Functional Class is listed because 13 out of 14 of the minor/serious/fatal accidents listed in step 2 took place on functionally classified roadways. Traffic Volume is listed because crash volume is higher on our most travelled roadways. Pedestrian Crosswalk Presence and Pedestrian Crossing Distance are listed because out of 9 total pedestrian crashes over the past five years (2018-2022), 9 of them were minor/serious/fatal crashes. In the past 10 years, there have been two fatal crashes in the City of Selah. Both of these crashes were pedestrian fatalities.



STEP 4: Analyze roadway network for presence of risk factors

Now that we have a list of common risk factors assembled from reviewing the traffic data, we can use these common risk factors to identify areas in our roadway network that share these same roadway features. These areas may not have had an accident in them over the past five years, but based on our determined risk factors these areas may be more susceptible to have minor/serious/fatal crashes.

Based on the list of risk factors put together, the following pages contain maps showcasing where these risk factors can be found within Selah's roadway network, excluding WSDOT SR 823. The maps will show City limits in a red outline. There won't be a map listed here for Traffic Volume, since the traffic count map was provided earlier in Step 1.

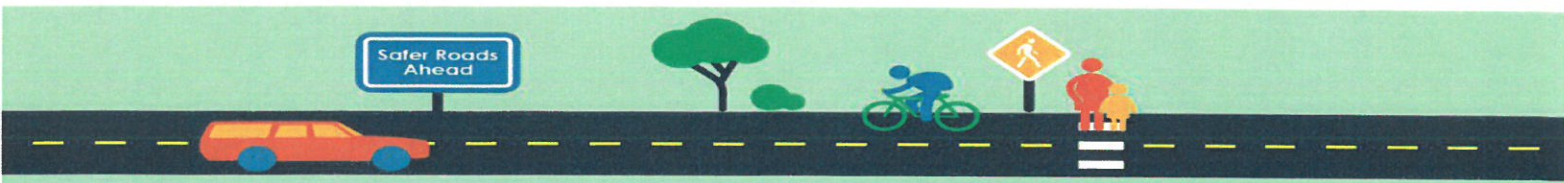
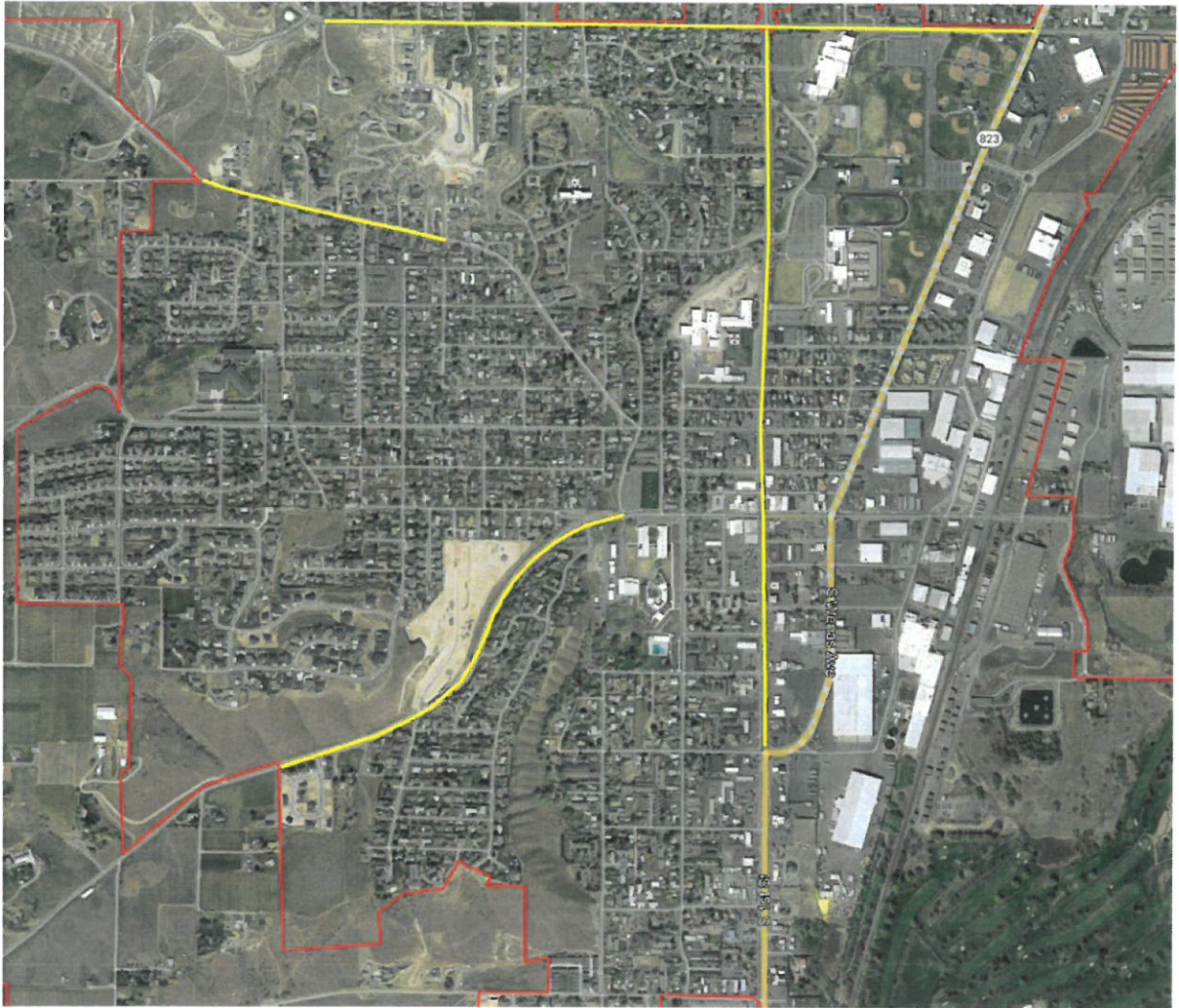
Intersection Presence

This map shows the intersections with traffic lights that are owned and operated by the City of Selah. The traffic lights are shown in yellow pins.



Posted Speed Limit

This map highlights City of Selah owned roadways with 30 MPH or over in yellow.



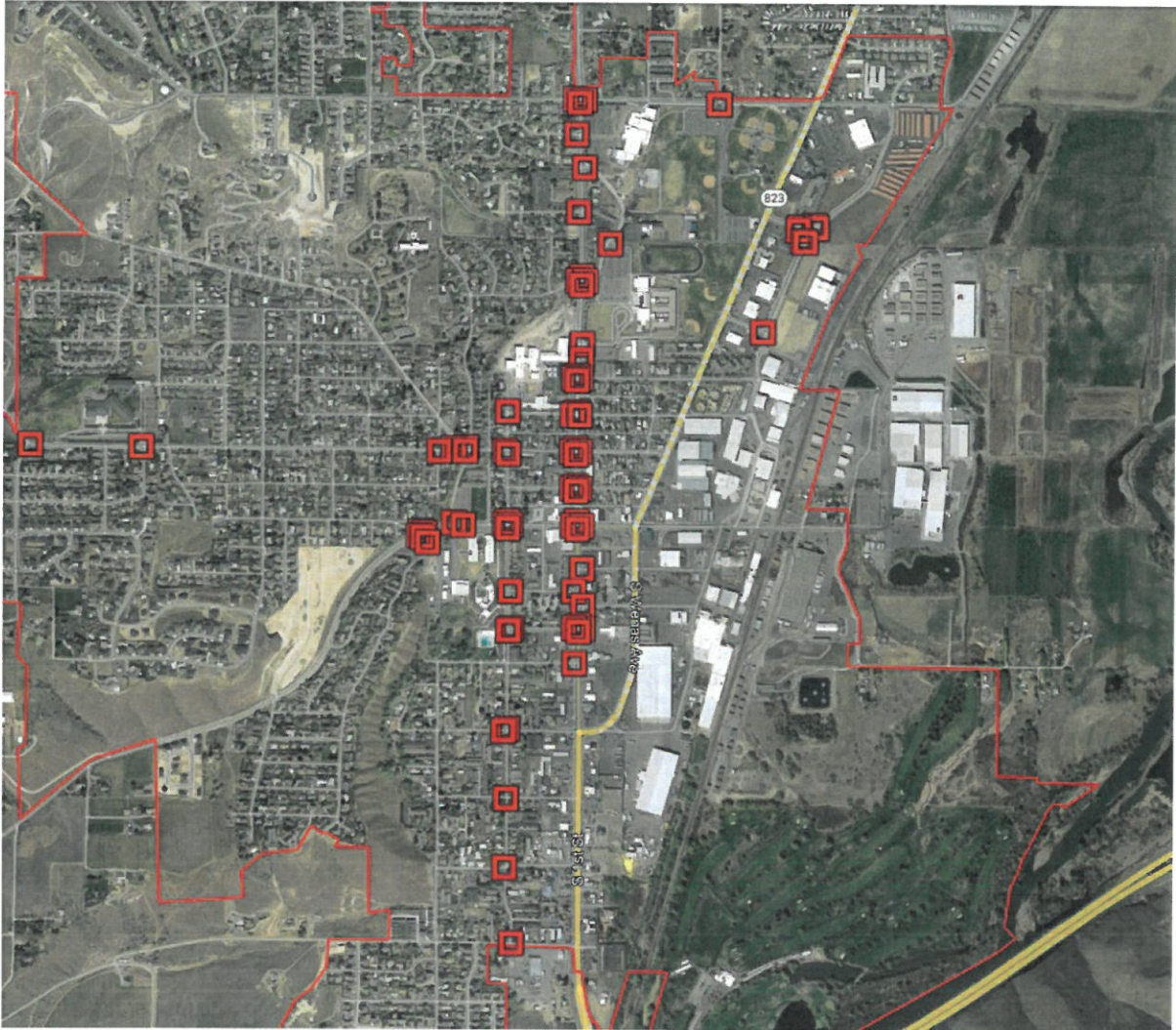
Number of Lanes & Pedestrian Crossing Distance

This map shows City of Selah owned roadways with 5 total lanes highlighted in yellow.



Pedestrian Crosswalk Presence

This map shows all crosswalks owned and maintained by the City of Selah. The crosswalks are marked with red squares, and some may overlap due to the maps scale.



STEP 5: Create a Prioritized List of Roadway Locations

Now that we have assessed the roadway network and identified the locations where risk factors can be found within the system, we can start to assess what areas contain multiple risk factors to create a prioritized list. The prioritized list will use the maps created in Step 4, and look for areas that overlap with other risk factors. The more risk factors, the higher the priority on the list the area will be listed as. Only areas with 3 or more risk factors will be listed.

Prioritized List of Roadway Locations Based on Amount of Total Risk Factors

- *1st Street – Valleyview Ave to Goodlander Ave (7 Common Risk Factors)*
- *Goodlander Road – Lander Ave to Wenas Road (4 Common Risk Factors)*
- *Naches Ave – 3rd Street to Railroad Ave (3 Common Risk Factors)*
- *Fremont Ave – 3rd Street to N Wenas Road (3 Common Risk Factors)*

These roadway sections contain 3 or more of the common risk factors assessed from Step 4. Now we will breakdown the risk factors listed for each roadway section.

1st Street from Valleyview to Goodlander contains all seven of the common risk factors found in Step 3. Over the past 5 years (2018-2022), 9 out of the 14 minor/serious/fatal accidents occurred on this roadway. The only fatality in Selah occurred while crossing 1st Street.

Goodlander Road has four of the common risk factors found in Step 3, these are Intersection Presence, Posted Speed Limit, Functional Classification, and Pedestrian Crosswalk Presence. Currently, the only intersection that is traffic light controlled on Goodlander is the intersection at 1st Street, however a light will be constructed at the Lancaster Road intersection in 2024. The traffic light at the intersection of Goodlander and 1st Street is owned and maintained by Yakima County, but it still impacts the City of Selah's traffic network. East Goodlander Road recently had its speed limit raised in 2023 from 25 MPH to 30 MPH, so an eye should be kept on this roadway section to ensure that an increased accident rate does not occur.

Naches Ave and Fremont Ave both have the same three common risk factors: Intersection Presence, Functional Classification, and Pedestrian Crosswalk Presence. These sections of roadway both have traffic light-controlled intersections on 1st Street and Wenas Road. Even though the Wenas Road intersections are owned and operated by WSDOT, they still impact the City of Selah's traffic network.



STEP 6: Identify Countermeasures to Address Prioritized Locations

Now that we have a list of areas with multiple risk factors, let's identify proven safety countermeasures for each area. This will give us ideas on how to eliminate risk factors in the future. FHWA has put together a collection of 28 proven safety countermeasures that can be used in efforts to eliminate risk factors. Using the list of proven safety countermeasures which can be found on USDOT's website (<https://highways.dot.gov/safety/proven-safety-countermeasures>) we can look at our prioritized list of roadway locations to see what countermeasures we could possibly apply to each listed priority area.

In the section below, the priority area will be listed along with proven safety countermeasures that could be applied to help address the risk factors present. Multiple proven safety countermeasures can be listed to address risk factors, and the countermeasures are listed in no particular priority order.

1st Street – Signal Operations, Roundabouts, Real-Time Warning Systems, Pedestrian Hybrid Beacons, Refuge Islands, Leading Pedestrian Intervals, Countdown Signals

Goodlander Road – Real-Time Warning Systems

Naches Avenue & Fremont Avenue – Signal Operations, Roundabouts, Pedestrian Hybrid Beacons, Leading Pedestrian Intervals, Countdown Signals

As well as the countermeasures from USDOT's list of proven countermeasures, some of the countermeasures listed are taken from WSDOT sample countermeasures. By looking at our crash data, pedestrian safety and intersection safety are areas that we can improve on. One way we can help keep drivers more alert is using Real-Time Warning Systems as well on roadways with 30 MPH to keep drivers focused.



STEP 7: Develop a Prioritized List of Projects

Now that we have a list of areas with multiple risk factors and applicable countermeasures, let's identify proven safety countermeasure projects for each area. This will create a list of projects that could be implemented to help eliminate risk factors. These projects will be listed in order of priority.

Below is a quick list and summary of all the projects. The following pages will include detailed descriptions of each project and what it aims to help.

Prioritized List of Projects:

1st Street Signalized Intersection Improvements

- Upgrade the 1st Street intersections on Park Ave, Naches Ave, and Fremont Ave with modern safety features.

Radar Speed Display Signs

- Add radar speed display signs to roadways with 30 MPH and school zones.

1st Street & Wernex Loop Roundabout

- Add a Roundabout to the intersection at 1st Street and Wernex Loop with pedestrian islands.

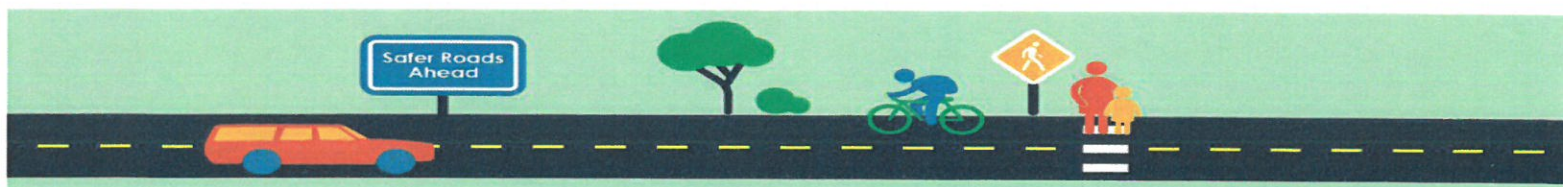
Selah Transportation Network Analysis

- Comprehensive analysis of the Traffic Network in Selah, particularly assessing viability of additional entrances into the City with the purpose of reducing volume on 1st Street.

Selah Pedestrian/Bicycle Path Study

- Analyze Pedestrian and Bicycle traffic throughout the City to get an accurate assessment of heavily trafficked pedestrian and bicycle pathways.

The following pages will be detailed explanations of these projects as well as listing how the countermeasures will be implemented to improve safety measures.



1st Street Signalized Intersection Improvements

1st Street in Selah has the highest volume of crashes of all City of Selah owned roadways, as well as 64% of minor/serious/fatal crashes over the past 5 years (2018-2022). The highest volume of crashes come around the signalized intersections. This project would upgrade these signalized intersections to be safer for pedestrians and drivers. The intersection on Home Avenue was just added in 2022 and built to WSDOT standards. This project will improve the three intersections on 1st Street at Park Ave, Naches Ave, and Fremont Ave.

- Upgrade Pedestrian Push Buttons to ADA Standards
- Integrate LPI (Leading Pedestrian Interval)
- Integrate Pedestrian Countdown Signals
- Upgrade Signal Operations to radar sensors

Making these pedestrian crossing improvements will help pedestrians be safer while crossing these intersections. The Signal Operation improvements will keep traffic flowing more efficiently which will keep these intersections safer.

Radar Speed Display Signs

To keep our drivers more alert of how fast they are going, we can implement radar speed display signs to our roadways of 30 MPH and in our school zones. This keeps drivers focused on their driving and helps keep them alert while on the roadways where they may be more accident prone.

- Add Real-Time Warning Systems to Goodlander
- Add Real-Time Warning Systems to 1st Street
- Add Real-Time Warning Systems to Crusher Canyon
- Add Real-Time Warning Systems to Fremont

This will add four new speed radar signs in Selah. Three of them will be posted on our 30 MPH roadways in town, and the one on Fremont will be posted near the school. The speed limit is 25 MPH, but this will help drivers stay alert while driving near the school.

1st Street & Wernex Loop Roundabout

Adding a roundabout will help pedestrians have an additional way to cross 1st Street, while keeping drivers speed in check. There are currently crosswalks here at 1st Street, but the pedestrians don't have any additional safety measures in place to help them cross. The closest signalized intersection to cross at is at Goodlander and at Home, and these intersections are a half-mile away from each other.

- Add Roundabout to the 1st Street and Wernex Loop Road / Hillview Ave intersection.

This will give the students at the high school and middle school a safer option to cross the 5 lanes of traffic on 1st Street than a crosswalk. This also allows pedestrians to cross using safer pedestrian islands rather than walk to Goodlander Avenue or Home Avenue for a safer crossing.



Selah Transportation Network Analysis

This Planning project will take a comprehensive look at Selah’s traffic network to try to analyze possible roadway improvements or additional entrances into the City to help alleviate the traffic volume coming into the City from the freeway. With over 30,000 daily drivers coming in and out of the City and a quickly growing population and business footprint, the City needs to prioritize and analyze ways that we can keep traffic flowing smoothly throughout town without major congestion issues. With a comprehensive transportation network analysis, we can pinpoint projects that can be implemented to help improve Selah’s traffic network.

Selah Pedestrian/Bicycle Path Study

There is little to no documentation or studies performed in the City for pedestrian or bicycle traffic. This project would be a starting point to observe and analyze pedestrian and bicycle traffic patterns to get an accurate assessment of what pathways or most utilized and where pedestrian/bicycle pathway improvements can be made.



SUMMARY

Using this Local Road Safety Plan as a guideline, the City of Selah is aiming to eliminate minor/serious/fatal injuries on our roadways as well as reduce the overall crash volume. This is in line with WSDOT's Target Zero plan to eliminate all serious injuries and fatalities in Washington State by 2030.

By analyzing the data, continuing to improve the roadways within the City, and implementing safety projects with proven countermeasures we believe we can eliminate the more severe crashes and bring down the overall crash volume in the City.





Selah City Council
Meeting Date: January 9, 2024
4:30 pm.: Study Session
5:30 p.m.: Regular Meeting

Mayor:	Roger Bell
Councilmembers:	Kevin Wickenhagen Jared Iverson Elizabeth Marquis Clifford Peterson William Longmire Michael Costello David Monaghan
City Administrator:	Rich Huebner
City Attorney:	Rob Case
Clerk/Treasurer:	Kimberly Grimm

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

AGENDA

- 1) **Call to Order – Mayor Bell**
- 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 Jason Williams from Harvest Church, 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 - None**

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 December 12, 2023 Council Meeting
- B. Kimberly Grimm * Approval of Claims & Payroll
- C. Jennifer Leslie Review of Planning Commission Meeting Minutes from November 21, 2023 Meeting
- D. Rocky Wallace Resolution Authorizing the Mayor to Sign “Task Order No. 2023-08” with HLA Engineering and Land Surveying, Inc., for Professional Services Related to the City’s Water and Sewer Rate Study Project
- E. Rocky Wallace Resolution Declaring Used Water Meter Boxes and Lids as Surplus, and Authorizing their Disposition and Sale
- F. Rich Huebner Resolution authorizing the Mayor to execute a professional services agreement for janitorial services

11) **Public Hearings - None**

12) **General Business**

- A. New Business
 - i. Discussion of Mayor Pro Tempore
 - ii. City Council Committee Assignments
 - iii. Discussion regarding 2024 Council Retreat
- B. Old Business - None

13) **Resolutions**

- A. Rocky Wallace Resolution Authorizing the Mayor to Sign “Agreement No. 38253” with Yakima County in Conjunction with the American Rescue Plan, Coronavirus State and Local Fiscal Recovery Funds Award
- B. Rocky Wallace Resolution Authorizing the Mayor to Sign a Two-Page Transportation Improvement Board Updated Cost Estimate and Two-Page Project Accounting History Form, for the Fremont Avenue Overlay Project
- C. Rocky Wallace Resolution Authorizing the Mayor to “Task Order No. 2024-01” with HLA Engineering and Land Surveying, Inc., for Professional Services Related to the City’s East Goodlander Road / Lancaster Road Traffic Signal Project
- D. Rocky Wallace Resolution Declaring the Valleyview Avenue, South Third Street and Southern Avenue Improvements Project to be Complete and Accepting the Work and Materials
- E. Jeff Peters Resolution Adopting the City’s Public Participation Plan for the Middle Housing Grant
- F. Kimberly Grimm Resolution Authorizing the Mayor to Sign an Updated Authorization Form for Investment of City of Selah Monies in the Local Government Investment Pool (LGIP)

*Discussion for potential executive session regarding RCW 42.30.110(1)(b)

- G. Rob Case Resolution Authorizing the Mayor to Sign and Transmit a Contractual Purchase Offer on Three Real Estate Properties, Authorizing Staff to Engage an Escrow Company, Authorizing Staff to Deliver the Purchase Funds and Additional Closing Funds to the Escrow Company, and Authorizing the Mayor and Staff to Perform and Approval Other Necessary Actions to Effectuate Closing of the Contemplated Transaction
- H. Rich Huebner Amendment No. 1 to the Professional Services Agreement with the Yakima Valley Council of Governments (YVCOG) for the Establishment and Governance of the Operation of Yakima Valley Local Crime Lab (YVLCL)
- I. Kimberly Grimm Resolution Authorizing the City Administrator to Sign the Combined Quotes and Professional Services Agreements with Springbrook Express, Xpress Bill Pay, and Databar Billing Statements

14) **Ordinances**

- A. Rob Case Ordinance Adopting New Sections 6.02.060, 6.02.070, 6.02.080 and 6.02.090 of the Selah Municipal Code, Pertaining to the Use and Possession of Controlled Substances and the Possession of Drug Paraphernalia; Providing for Severability; Authorizing Corrections; and Directing Publication and Establishing an Effective Date
- B. Rich Huebner Ordinance Amending the 2024 Base Salary and Wage Schedule for Unrepresented (a/k/a Non-Union) Positions

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 - None**

18) **Adjournment**

Next Regular Meeting: January 23, 2024 at 5:30 p.m.



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 1/9/2024

Agenda Number: 10-A*

Action Item

Title: Approval of Meeting Minutes from December 12, 2023 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
December 12, 2023

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, Russell Carlson, 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.

Pledge of Allegiance was said by all in attendance

Invocation

Pastor Tom Morris from Calvary provided prayer

Getting to know local businesses

Samantha Groth, owner to Broadway Bound spoke, thanking the community for their 23 years of business.

Comments from the public

Mayor Raymond announced to the audience that the rules for public comments are posted on the sign in table. No public comments were made.

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 Carlson moved to remove item 13-E from the Consent Agenda. Councilmember Marquis seconded. Councilmember Wickenhagen moved to approve the consent agenda with the change. Councilmember Carlson seconded. Mayor Raymond restated the motion and asked council for discussion. Hearing none, Mayor Raymond requested a voice vote to approve the motion. By voice vote motion carries.

Mrs. Morales read the Consent Agenda:

- A. Treesa Morales Approval of Minutes: November 28, 2023 Council Meeting

- | | | |
|-------|---------------------|--|
| B. | Dale
Novobielski | Approval of Claims and Payroll:
Payroll Checks No. 85937-85950 for a total of \$373,291.59
Claim Checks No. 180841-180897 for a total of \$193,304.50 |
| 13-A. | Rocky Wallace | Resolution Authorizing the Mayor to Sign a Fifteen-Page Interagency Agreement with the Department of Commerce to Enable the City to Receive a Middle Housing Grant, and also Authorizing City Staff to Execute a Task Order Amending the City's Contract with Beckwith Consulting Group to be Consistent with the Middle Housing Grant |
| 13-B | Rob Case | 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 |
| 13-C | Rocky Wallace | Resolution Authorizing the Mayor to Sign a Five-Page Washington State Transportation Improvements Board Fuel Tax Grant Agreement 8-4-182(008)-1, Pertaining to the City's East Goodlander Road/Lancaster Road Traffic Signal Project |
| 13-D | Rocky Wallace | Resolution Authorizing the Mayor and Clerk/Treasurer to Sign a One-Page Washington State Transportation Improvements Board Project Funding Status Form, Pertaining to the City's East Goodlander Road/Lancaster Road Traffic Signal Project |
| 14-D | Dale
Novobielski | Ordinance Amending the 2023 Budget for Miscellaneous Adjustments |

Public Hearing

11-A. Open-Record Public Hearing to Consider Amending Selah Municipal Code (SMC) Section 10.34.120 Regarding a Downtown Parking Exempt Area, and also Adopting a New SMC Section 10.34.125 Regarding Electric Vehicle Charging Stations.

Introduced by Mayor Raymond and presented by Community Development Supervisor, Jeff Peters. After presentation,

5:39 p.m – Mayor Raymond opened the public hearing

Councilmember Costello asked what the Planning Commission recommendations were on the parking area? Mr. Peters responded that they suggested to look at expanding the parking exempt area to include the entire downtown corridor.

Hearing no further questions, Mayor Raymond closed the public hearing.

5:41 p.m – Open record public hearing closed.

Ordinance 14.A. Ordinance Amending Section 10.34.120 of the Selah Municipal Code, Regarding a Downtown Parking Exempt Area; Adopting a New Section 10.34.125 of the Selah Municipal Code, Regarding Electric Vehicle Charging Stations; Providing for Severability; Authorizing Corrections; Directing Transmittal to the State; and Directing Publication and Establishing an Effective Date.

Introduced by Mayor Raymond and presented by Jeff Peters. After presentation, Councilmember Costello moved to approve the ordinance as presented. Councilmember Peterson seconded.

Mayor Raymond restated the motion and asked for discussion.

Councilmember Carlson asked about free versus charging for use of charging stations. Mr. Peters explained the regulations. Councilmember Carlson asked how the charging stations are regulated, and once installed, does the City reinspect or regulate them? Mr. Peters said to his knowledge, no.

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

New Business

12.A.i) Recognition of Outgoing Council Members and Mayor Raymond.

Mayor Raymond presented the Apple awards to Councilmember Carlson and Councilmember Bell. Mayor Raymond thanked them for their service to the City. Then, Councilmember Bell presented the Apple award to Mayor Raymond.

12.A.ii) Retirement Recognition for Joe Henne after 34 years of service with the City of Selah.

Mayor Raymond presented the Apple awards to Joe Henne and thanked him for his 34 years of service with the City of Selah

12.A.iii) Retirement Recognition for Dale Novobielski after 27 years of service with the City of Selah.

Mayor Raymond presented the Apple award to Dale Novobielski and thanked him for his 27 years of service with the City of Selah.

12.A.iv) Swearing-in Ceremony for Newly Elected Councilmembers and Mayor Bell

Dale Novobielski provided a group swearing in ceremony for Councilmember Elect David Monaghan, William Longmire, and a renewal swearing in for re-elected Councilmember

Peterson and Councilmember Costello. After all four elected members recited the oath, Mr. Novobielski provided the oath of office with Mayor-Elect Roger Bell.

12.A.v) Retaining one or more replacement janitorial providers as of or near January 1, 2024.

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

After presentation, Councilmember Carlson asked if ABM was not performing properly? New City Administrator, Rich Huebner explained that to his understanding, there have been issues with the level of performance as required by the contract.

After discussion, council provided general consensus that staff could move forward with discussions of a replacement janitorial service and anticipate bringing a contract to council in January.

Resolutions

13.E. Resolution Authorizing the Mayor to Sign a Brokerage Agreement with Central Washington Insurance Agency

Introduced by Mayor Raymond and presented by City Attorney Rob Case.

After presentation, Councilmember Carlson stated he feels that whenever council is renewing a contract staff should introduce personnel if possible, and stated the Jamie Morford is in the audience.

Councilmember Wickenhagen confirmed that Mr. Morford coordinates between the claim and the pool. Mr. Morford, after coming to the podium, confirmed and said he also attends the City Audits with WCIA, and if the City decided to switch from WCIA, he would help negotiate that transition.

Councilmember Marquis asked Mr. Morford if he has evaluated the City's ability to be self insured. Mr. Case stated that Mr. Henne requested for Mr. Morford to explore this options, but Selah is probably too small. Mr. Morford added that when looking at Cities in the risk pool, last year was good because there were minimal claims, other years not so much. Mr. Morford advised that Selah stay with WCIA for now.

Councilmember Wickenhagen moved to approve the resolution as presented. Councilmember Carlson seconded. Mayor Raymond restated the motion and asked council for any more discussion.

Councilmember Carlson provided praise to Mr. Morford and his work for the City.

Hearing no further discussion, Mayor Raymond requested roll call. Mrs. Morales called roll. Councilmember Marquis – yes; Councilmember Bell – yes; Councilmember Costello – yes;

Councilmember Carlson – yes; Councilmember Iverson – yes; Councilmember Wickenhagen – yes; Councilmember Peterson – yes. Vote passes unanimously. Motion carries.

13.F. Resolution Revising Rate for 2024 Sewer Utility Service.

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

Councilmember Carlson asked if there was a sunset on the large rate increase? Mr. Novobielski said the amount would be evaluated each year. Mr. Carlson asked if the high rate needs to continue into the future. Mr. Wallace came to the podium and stated that staff will bring a task order in January for HLA to do a study on this.

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

Councilmember Wickenhagen said he feels the public should know that the reason for the large increase is because the City is going to need a new wastewater treatment facility that will cost an estimate \$55 million dollars.

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

13.G. Resolution Revising Rate for 2024 Solid Waste Services.

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

Councilmember Carlson moved to approve the resolution as presented. Councilmember 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 – yes; Councilmember Iverson – yes; Councilmember Wickenhagen – yes; Councilmember Peterson – yes. Vote passes unanimously. Motion carries.

13.H. Resolution Revising Rate for 2024 Water Utility Services.

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

Councilmember Carlson moved to approve the resolution as presented. Councilmember Wickenhagen 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 – yes; Councilmember Iverson – yes; Councilmember Wickenhagen – yes; Councilmember Peterson – yes. Vote passes unanimously. Motion carries.

Ordinances

14.B. Ordinance Establishing the 2024 Base Salary and Wage Schedule for Unrepresented (a/k/a Non-Union) Positions

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

Councilmember Carlson referenced the last paragraph in the AIS regarding those who work out of the Civic Center, and asked for explanation. Mr. Case explained that the Recreation Staff and the Planning Staff would now report to Mr. Wallace based on the direction from City Administrator Joe Henne.

Councilmember Wickenhagen moved to approve the ordinance with one amendment being that the Police Chief be paid the same as the Fire Chief. Mr. Wickenhagen said doing so is consistent with others in Yakima County. Mr. Case clarified the Mr. Wickenhagen's motion included increasing both the minimum and maximum to be increased to match the Fire Chief's pay. Mr. Wickenhagen confirmed, yes. Councilmember Carlson seconded the motion.

Mayor Raymond restated the motion and asked council for discussion.

Councilmember Costello said he believes this is an issue that needs to be addressed including an evaluation between the overall responsibility, and that there needs to be more of a gap between the Chief and the deputy chief as well. Mr. Case asked Mr. Costello what would he propose? Mr. Costello said he was not sure of a number but that it needed to be more than the current \$400 gap. Mr. Henne added that years ago, the Fire Chief, Police Chief, and Public Works Director were all paid the same. New City Administrator, Rich Huebner, approached the podium and explained to council his intent on doing a thorough comprehensive salary analysis and would bring back more in depth information for evaluation next year. Mr. Costello asked if that would take a whole year to do? Mr. Huebner said no, it should only take a month or two, but the findings could be incorporated into the 2025 ordinance.

Councilmember Bell expressed his frustrations that this conversation is being held now, when these questions were not asked during the budget study session meetings in November. Mr. Bell said if an adjustment is due, it should be done during the budget process, not right before approving the final budget. Mr. Bell also supported Mr. Huebner's intent on doing a salary survey and analyzing the impact on the overall budget. Fire Chief Lange approached the podium and said that council should evaluate the area of coverage and the City Police Department versus the County Fire Department. Councilmember Carlson said there are different risks with each.

Councilmember Marquis asked if Staff could provide an amendment in a few months? Mr. Case said, sure. Ms. Marquis stated her opinion that this issue is deserving of a bigger conversation. Mr. Case restate the original motion. Mayor Raymond restated the original motion as well, to approve the ordinance with an increased salary for the Police Chief. Hearing no further discussion, Mayor Raymond requested roll call.

Mrs. Morales called roll. Councilmember Marquis – no; Councilmember Bell – no; Councilmember Costello – no; Councilmember Carlson – yes; Councilmember Iverson – no; Councilmember Wickenhagen – yes; Councilmember Peterson – no. Motion fails with five (5) no votes and two (2) yes votes.

Councilmember Peterson moved to approve the ordinance as originally presented. Councilmember Costello seconded. Mayor Raymond restated the original motion and asked Council for discussion. Hearing none, Mayor Raymond asked for roll to be called. Mrs. Morales called roll. Councilmember Marquis – yes; Councilmember Bell – yes; Councilmember Costello – yes; Councilmember Carlson – no; Councilmember Iverson – yes; Councilmember Wickenhagen – no; Councilmember Peterson – yes. Motion passes with five (5) yes votes and two (2) no votes.

14.C. Ordinance Adopting the Budget for the City of Selah Washington for the Year Ending December 31, 2024

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

Councilmember Carlson moved to approve the ordinance as presented. Councilmember Wickenhagen seconded. Mayor Raymond restated the motion and asked council for discussion. Hearing no further discussion, Mayor Raymond requested roll call. Mrs. Morales called roll. Councilmember Marquis – yes; Councilmember Bell – yes; Councilmember Costello – yes; Councilmember Carlson – yes; Councilmember Iverson – yes; Councilmember Wickenhagen – no; Councilmember Peterson – yes. Vote was unanimously yes. Motion carries.

Reports/Announcements

Departments. The following staff provided a department update to council:

Rich Huebner
Zack Schab
Jeff Peters
Rocky Wallace
Dale Novobielski

Councilmembers. The following Councilmembers provided an update on their attendance at their local meetings.

Councilmember Carlson
Councilmember Iverson
Councilmember Peterson

City Attorney Case provided department update.

City Administrator Joe Henne gave his goodbye's and thank you for everything.

Executive Session

Mayor Raymond said the Council would take a short break and then go into executive session regarding RCW 42.30.110(1)(b) regarding the acquisition of real estate.

7:03 p.m – Council went into executive session

7:35 pm. – Council returned to the record. Mayor Raymond said no votes were taken no decisions were made.

Adjournment

Councilmember Carlson moved to adjourn the meeting. Councilmember Peterson seconded. By voice vote, motion carries.

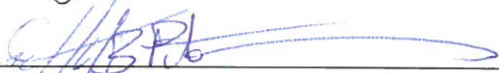
Meeting ended at 7:36 p.m.




Roger Bell, Councilmember



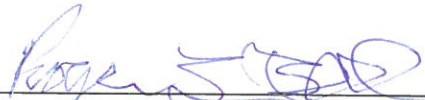
Jared Iverson, Councilmember



Clifford Peterson, Councilmember




Michael Costello, Councilmember

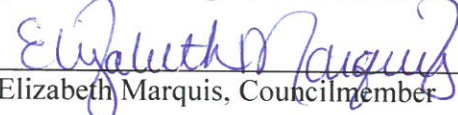


~~Sherry Raymond, Mayor~~ ROGER BELL, NEW
MAYOR

Russell Carlson, Councilmember



Kevin Wickenhagen, Councilmember



Elizabeth Marquis, Councilmember

ATTEST:


~~Dale Novobielski, Clerk/Treasurer~~

KIMBERLY GRIMM



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 1/9/2024

Agenda Number: 10-B*

Action Item

Title: Approval of Claims and Payroll

From: Kimberly Grimm, City Clerk/Treasurer

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: Total expenses: \$0,000,000

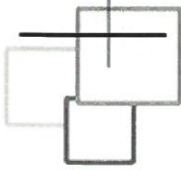
Funding Source: See attached Claims/Payroll Register and Payroll Register

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



Accounts Payable Register 12/26/2023

Fiscal: 2023
Deposit Period: 2023 - DEC
Check Period: 2023 - DEC - 2ND COUNCIL


Number	Name	Print Date	Clearing Date	Amount
Banner Bank	1306024212			
Check				
180898	Abadan	12/26/2023		\$277.27
180899	ABM	12/26/2023		\$5,944.15
180900	Amazon Capital Services	12/26/2023		\$27.81
180901	Anatek Labs	12/26/2023		\$369.00
180902	Autozone	12/26/2023		\$6.96
180903	Beckwith Consulting Group	12/26/2023		\$22,503.50
180904	Brose's Wholesale Florist, Inc.	12/26/2023		\$236.10
180905	Card Service Center	12/26/2023		\$3,746.72
180906	Cascade Natural Gas Corp	12/26/2023		\$6,528.26
180907	Central Washington Insurance, Inc.	12/26/2023		\$145.00
180908	Christensen, Inc.	12/26/2023		\$703.14
180909	City of Sunnyside	12/26/2023		\$960.00
180910	Copiers Northwest, Inc.	12/26/2023		\$209.98
180911	CWA Consultants	12/26/2023		\$800.00
180912	Dept Of Labor & Industries	12/26/2023		\$161.65
180913	Engravings Unlimited	12/26/2023		\$1,169.58
180914	First National Bank Omaha	12/26/2023		\$5,764.95
180915	First Responder Outfitters, Inc	12/26/2023		\$480.31
180916	Gasseling Ranches, Inc	12/26/2023		\$264.00
180917	Gray & Osborne, Inc.	12/26/2023		\$898.20
180918	Harris Office Equipment Inc	12/26/2023		\$989.86
180919	HD Fowler Company	12/26/2023		\$109.60
180920	Helms Hardware Company	12/26/2023		\$791.19
180921	HLA Engineering & Land Surveying, Inc.	12/26/2023		\$14,587.10
180922	Interstate Batteries of Columbia Valley	12/26/2023		\$50.36
180923	J & B Medical Supply Inc	12/26/2023		\$2,402.45
180924	Les Schwab Tires	12/26/2023		\$289.11
180925	Medstar Cabulance, Inc.	12/26/2023		\$13,659.48
180926	MES - Municipal Emergency Services	12/26/2023		\$364.41

180927	Midway Underground LLC	12/26/2023	\$4,931.08
180928	Moon Security Service, Inc.	12/26/2023	\$16.00
180929	Northwest Pump	12/26/2023	\$2,152.57
180930	Northwestern Auto Glass, Inc.	12/26/2023	\$471.11
180931	ODP Business Solutions, LLC	12/26/2023	\$1,160.91
180932	O'Reilly Automotive Inc	12/26/2023	\$417.29
180933	Pacific Power	12/26/2023	\$47,361.85
180934	Pep Boys Fleet	12/26/2023	\$588.50
180935	Pointe Pest Control	12/26/2023	\$216.60
180936	Primary Electric & Design LLC	12/26/2023	\$1,890.09
180937	Principal Life Ins Company	12/26/2023	\$650.00
180938	Regence Blue Shield	12/26/2023	\$147.00
180939	Robert R. Northcott	12/26/2023	\$900.00
180940	Rodda Paint Company	12/26/2023	\$247.74
180941	Salt Lake Wholesale Sports	12/26/2023	\$2,850.05
180942	Securitas Technology Corporation	12/26/2023	\$320.71
180943	Selland Construction	12/26/2023	\$55,074.29
180944	State Auditor's Office	12/26/2023	\$2,433.90
180945	Tacoma Screw Products, Inc.	12/26/2023	\$685.64
180946	The Range	12/26/2023	\$2,371.68
180947	Thomson Reuters - West	12/26/2023	\$232.52
180948	Valvoline Instant Oil Change	12/26/2023	\$93.12
180949	Verizon Wireless	12/26/2023	\$3,667.73
180950	Wash Central	12/26/2023	\$143.18
180951	Washington State Department of Ecology	12/26/2023	\$1,208.00
180952	Cashiering Section	12/26/2023	\$763.69
180953	Western First Aid & Safety LLC	12/26/2023	\$186.53
180954	William Ervin	12/26/2023	\$12,149.42
180955	Yakima Cooperative Association	12/26/2023	\$4,491.66
180956	Yakima County Department Of Corrections	12/26/2023	\$140.00
180957	Yakima County GIS	12/26/2023	\$910.90
	Yakima Herald Republic	12/26/2023	\$910.90
		Total Check	\$233,313.90
		Total	\$233,313.90
		Grand Total	\$233,313.90

Claims Voucher/Check Approval

I, the undersigned, do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claim is a just, due, and unpaid obligation against the City of Selah, and that I am authorized to authenticate and certify to said claim.

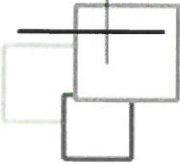

Accounts Payable Specialist


Clerk/Treasurer

Subscribed this 26th day of December, 2023

The following voucher/checks are approved for payment:

Voucher/check numbers 180898 through 180957 Total \$ 233,313.90

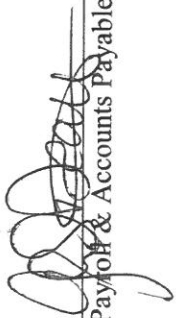


Payroll Register 12/15/2023

Number	Name	Fiscal Description	Cleared	Amount
85951	Dale Novobielski, Selah Employee Fund	2023 - DEC - IST COUNCIL		\$22.50
85952	Dept of Labor & Industries	2023 - DEC - IST COUNCIL		\$8,927.00
85953	Employment Security Department	2023 - DEC - IST COUNCIL		\$524.31
85954	Employment Security Department - PFML	2023 - DEC - IST COUNCIL		\$2,039.77
85955	Employment Security Department - WA CARES	2023 - DEC - IST COUNCIL		\$977.80
85956	HRA VEBA Trust - PD & PW YA063	2023 - DEC - IST COUNCIL		\$3,527.08
85957	Selah Police Association Employee Fund	2023 - DEC - IST COUNCIL		\$290.00
85958	Teamsters Local #760 - PD Dues	2023 - DEC - IST COUNCIL		\$1,633.50
85959	Washington State Support Registry	2023 - DEC - IST COUNCIL		\$259.00
85960	Western Conf of Teamsters Pension Tr-PD	2023 - DEC - IST COUNCIL		\$2,565.29
85961	Western Conf of Teamsters Pension Tr-PW	2023 - DEC - IST COUNCIL		\$1,830.40
December 15 2023	Payroll Vendor	2023 - DEC - IST COUNCIL		\$178,488.65
EFT12152023-AFLAC	AFLAC Remittance Processing	2023 - DEC - IST COUNCIL		\$129.32
EFT12152023-DCP	Dept of Retirement - Def Comp	2023 - DEC - IST COUNCIL		\$5,230.46
EFT12152023-DRS	Dept of Retirement Systems	2023 - DEC - IST COUNCIL		\$39,020.47
EFT12152023-FIT/FICA	Default Tax Vendor-Fed W/H, FICA/Medicare	2023 - DEC - IST COUNCIL		\$64,197.47
EFT12152023-WSSR	WA State Council Police Officer Dues	2023 - DEC - IST COUNCIL		\$187.50
				\$309,850.52

Payroll Approval

I, the undersigned, do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claim is a just, due and unpaid obligation against the City of Selah, and that I am authorized to authenticate and certify to said claim.

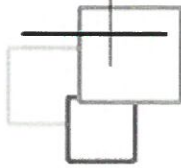

Payroll & Accounts Payable Specialist


City Clerk/Treasurer

Subscribed this 15th day of December, 2023

The following voucher/checks are approved for payment:

Voucher/check number 85951 through 85961 Total \$ 309,850.52
+ EFT12152023-AFLAC, FIT/FICA, DCP, DRS, & WSSR




Payroll Register 12/29/2023

Number	Name	Fiscal Description	Cleared	Amount
85962	Wickenhagen, Charles K	2023 - DEC - 2ND COUNCIL		\$295.67
85963	City of Selah	2023 - DEC - 2ND COUNCIL		\$2,153.50
85964	Dept of Labor & Industries	2023 - DEC - 2ND COUNCIL		\$8,168.51
85965	Employment Security Department	2023 - DEC - 2ND COUNCIL		\$596.94
85966	Employment Security Department - PFML	2023 - DEC - 2ND COUNCIL		\$2,043.21
85967	Employment Security Department - W/A CARES	2023 - DEC - 2ND COUNCIL		\$1,007.38
85969	Selah Police Association Employee Fund	2023 - DEC - 2ND COUNCIL		\$290.00
85970	Teamsters Local #760 - PW Dues	2023 - DEC - 2ND COUNCIL		\$977.00
85971	Trusteed Service Plan	2023 - DEC - 2ND COUNCIL		\$975.00
85972	Vision Services Plan	2023 - DEC - 2ND COUNCIL		\$126.32
85973	Washington Teamsters Welfare Tr-Medical	2023 - DEC - 2ND COUNCIL		\$90,417.60
85974	Washington Teamsters Welfare Trust	2023 - DEC - 2ND COUNCIL		\$9,494.40
85975	Western Conf of Teamsters Pension Tr-PD	2023 - DEC - 2ND COUNCIL		\$2,507.24
85976	Western Conf of Teamsters Pension Tr-PW	2023 - DEC - 2ND COUNCIL		\$1,664.00
85977	HRA VEBA Trust - PD & PW YA063	2023 - DEC - 2ND COUNCIL		\$45,085.24
Correction December 29 2023	Case, Daniel R	2023 - DEC - 2ND COUNCIL		\$441.81
December 29 2023	Payroll Vendor	2023 - DEC - 2ND COUNCIL		\$167,183.05
EFT12292023-AFLAC	AFLAC Remittance Processing	2023 - DEC - 2ND COUNCIL		\$129.32
EFT12292023-DCP	Dept of Retirement - Def Comp	2023 - DEC - 2ND COUNCIL		\$15,099.51
EFT12292023-DRS	Dept of Retirement Systems	2023 - DEC - 2ND COUNCIL		\$33,712.53
EFT12292023-FIT/FICA	Default Tax Vendor-Fed W/H, FICA/Medicare	2023 - DEC - 2ND COUNCIL		\$62,180.21
EFT12292023-WSSR	Washington State Support Registry	2023 - DEC - 2ND COUNCIL		\$259.00
				\$444,807.44

Payroll Approval

I, the undersigned, do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claim is a just, due and unpaid obligation against the City of Selah, and that I am authorized to authenticate and certify to said claim.


Payroll & Accounts Payable Specialist


City Clerk/Treasurer

Subscribed this 29th day of December, 2023

The following voucher/checks are approved for payment:

Voucher/check number 85962 through 85977 Total \$ 444,807.44
+ EFT12292023-AFLAC, FIT/FICA, DCP, DRS, WSSR & 85968VOID & Correction



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 1/9/2024

Agenda Number: 10-C*

Informational Item

Title: Minutes from November 21, 2023 Planning Commission Meeting

From: Jennifer Leslie, Building Permit Technician

Action Requested: Informational - No Action Needed

Staff Recommendation: N/A

Board/Commission Recommendation: N/A

Fiscal Impact: N/A

Funding Source: N/A

Background/Findings/Facts: N/A

Recommended Motion: N/A

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

Action Taken: None

City of Selah
Planning Commission Minutes
Of
November 21, 2023

A. Call to Order

Chairman Smith calls the meeting to order at 5:33 pm.

B. Roll Call

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

C. Agenda Changes

D. Communications

1. Oral - None
2. Written - None

E. Approval of Minutes

1. Approval of minutes from November 07, 2023

Chairman Smith asks for a motion to approve the minutes from the November 07, 2023 meeting.

Commissioner Elliott motions to approve minutes.

Commissioner Graf seconds.

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

F. Public Hearings

Mr. Peters presents the Staff Report for the changes to the City of Selah Title 10 Parking Standards and EV Charging Stations.

Discussion takes place.

Lisa Gordon, member of the public shares her approval and the benefits that could be possible for business growth in the area if the parking exempt area is expanded.

Chairman Smith makes a motion to accept the changes and move the recommendation of the Planning Commission on to the City Council.

Commissioner Elliott seconds

The Planning Commission recommendation is approved to move to City Council for the changes to Title 10 Parking Standards and EV Charging Stations with a voice vote of 4-0.

G. General Business

1. Old Business - None
2. New Business - None

H. Reports/Announcements

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

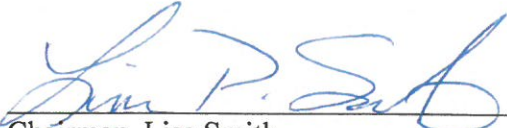
Mr. Peters shares that the Public Hearing for the City of Selah Housing Action Plan will be on December 19, 2023.

H. Adjournment

Chairman Smith motions to adjourn.

Commissioner Elliott seconds.

Chairman Smith adjourns the meeting at 6:24pm with a voice vote of 4-0.



Chairman, Lisa Smith



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 1/9/2024

Agenda Number: 10-D*

Action Item

Title: Resolution Authorizing the Mayor to Sign “Task Order No. 2023-08” with HLA Engineering and Land Surveying, Inc., for Professional Services Related to the City’s Water and Sewer Rate Study Project

From: Rocky D. Wallace, Public Works Director

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: \$16,400.00 for professional engineering fees.

Funding Source: 411 Water Fund and 415 Sewer Fund

Background/Findings/Facts: The City desires to complete a rate study for water and sewer utilities provided to our customers. The Water and Sewer Rate Study (PROJECT) will assess the short- and long-term financial needs of the water and sewer funds and will provide recommendations on rate adjustments needed to match revenue demands.

The attached proposed Resolution will, if approved, authorize the Mayor to sign Task Order No. 2023-08, so work can commence on this Project forthwith. The City’s recently-adopted 2024 budget- via Ordinance No. 2216 – already includes sufficient monies for this study.

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

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

Date: **Action Taken:** None

RESOLUTION NO. 3072

RESOLUTION AUTHORIZING THE MAYOR TO SIGN "TASK ORDER NO. 2023-08"
WITH HLA ENGINEERING AND LAND SURVEYING, INC., FOR PROFESSIONAL
SERVICES RELATED TO THE CITY'S WATER AND SEWER RATE STUDY PROJECT

WHEREAS, the City desires – as what will be known as the City's Water and Sewer Rate Study Project – to determine the revenue needs for the Water Fund and Sewer Fund and adjustments to rates to provide the required revenue, and to also undertake related tasks and actions; and

WHEREAS, the entity of HLA Engineering and Land Surveying, Inc. (HLA) is one of the City's contracted engineering firms and provides professional engineering services to the City on a project-by-project basis pursuant to a previously-entered-into Contract for Professional Engineering Services, because the City does not directly employ any engineer(s) on its staff; and

WHEREAS, HLA is willing and able to provide the professional planning services that are necessary for this Project; and

WHEREAS, HLA has drafted a three-page "Task Order No. 2023-08", which recites HLA's scope of work and HLA's expected maximum fees of \$16,400.00; and

WHEREAS, the terms of Task Order No. 2023-08 are acceptable to City staff and City staff recommends that the City Council authorize the Mayor to sign it; and

WHEREAS, the City Council finds that good causes exists;

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 three-page Task Order No. 2023-08 with HLA in the form appended hereto.

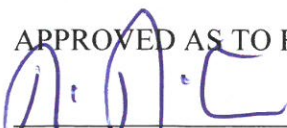
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 9th day of January, 2024.



Roger Bell, Mayor

ATTEST:


Kim Grimm, Clerk/Treasurer

APPROVED AS TO FORM:


Rob Case, City Attorney

TASK ORDER NO. 2023-08

REGARDING GENERAL AGREEMENT BETWEEN CITY OF SELAH

AND

HLA ENGINEERING AND LAND SURVEYING, INC.

PROJECT DESCRIPTION:

Water and Sewer Rate Study
HLA Project No. 23159E

PROJECT DESCRIPTION:

The City of Selah (CITY) intends to complete rate studies for water and sewer utilities provided to their customers. The Water and Sewer Rate Study (PROJECT) will assess the short- and long-term financial needs of the water and sewer funds and will provide recommendations on rate adjustments needed to match revenue demands.

SCOPE OF SERVICES:

At the direction of the CITY, HLA Engineering and Land Surveying, Inc. (HLA), shall provide professional engineering services to analyze and update the CITY's utility rates for their water and sewer systems. HLA agrees to perform the following services:

1.0 Water Rate Update

The purpose of this phase is to determine the revenue needs for the Water Fund and adjustments to water rates to provide the required revenue.

- 1.1 Review historical fund performance, including both operating and reserve funds. Summarize fund performance by examining beginning and ending fund balances, and the net increase or decrease in the balance for each year.
- 1.2 Examine capital improvement needs as identified in the CITY's Water System Plan and otherwise determined through discussions with the CITY, estimate future costs including inflation, determine methods of financing improvements (reserves, grants, or loans), and estimate future debt service costs.
- 1.3 Update the long-term financial plan spreadsheet prepared in 2020 and confirm/update revenues and expenditures for use in determining rate revenue needs.
- 1.4 Meet with the CITY to discuss revenue needs and rate increases required to meet revenue demands using the existing rate structure.
- 1.5 Prepare a written summary of recommendations for revenue needs and rate increases.
- 1.6 Assist with developing ordinances which implement the recommended rate structure.
- 1.7 Attend up to one (1) CITY Council meeting to present rate recommendations and answer questions.

2.0 Sewer Rate Update

The purpose of this phase is to determine the revenue needs for the Sewer Fund and adjustments to sewer rates to provide the required revenue.

- 2.1 Review historical fund performance, including both operating and reserve funds. Summarize fund performance by examining beginning and ending fund balances and the net increase or decrease in the balance for each year.
- 2.2 Examine capital improvement needs as identified in the CITY's General Sewer Plan or otherwise determined through discussions with the CITY, estimate future costs including inflation, determine methods of financing improvements (reserves, grants, or loans), and estimate future debt service costs.
- 2.3 Update the long-term financial plan spreadsheet prepared in 2021 and confirm/update revenues and expenditures for use in determining rate revenue needs.
- 2.4 Meet with the CITY to discuss revenue needs and rate increases required to meet revenue demands using the existing rate structure.
- 2.5 Prepare a written summary of recommendations for revenue needs and rate increases.
- 2.6 Assist with developing ordinances which implement the recommended rate structure.
- 2.7 Attend up to one (1) council meeting to present rate recommendations and answer questions.

3.0 Additional Services

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

4.0 Items to Be Furnished and Responsibility of CITY

The CITY will provide or perform the following:

- 4.1 Provide full information as to the CITY's requirements for the PROJECT.
- 4.2 The CITY shall assist HLA by placing at their disposal all available information pertinent to the PROJECT including previous reports, 2018 through 2022 actual revenues and expenditures, 2023 water and sewer budgets, water and sewer capital improvement plans, and any other data relative to the PROJECT.
- 4.3 Examine all documents presented by HLA and provide written decisions within a reasonable time so as not to delay the work of HLA.
- 4.4 Obtain approval from all required governmental authorities for the PROJECT, and approvals and consents from other individuals or bodies necessary for completion of the PROJECT. Pay all review fees and costs associated with obtaining such approvals.

TIME OF PERFORMANCE:

The services called for in this Task Order shall be completed as follows:

1.0 Water Rate Update

Professional engineering services for the Water Rate Update shall begin immediately upon CITY Council approval of this Task Order. Preliminary recommendations for water rates will be completed and presented to the CITY by December 6, 2023.

2.0 Sewer Rate Update

Professional engineering services for the Sewer Rate Update shall begin immediately upon CITY Council approval of this Task Order. Preliminary recommendations for water rates will be completed and presented to the CITY by December 6, 2023.

3.0 Additional Services

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

FEE FOR SERVICES:

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

1.0 Water Rate Update

All work shall be performed on a time-spent basis in accordance with Exhibit A – Schedule of Hourly Rates attached to the General Services Agreement, plus reimbursement for direct non-salary expenses such as printing expenses, out of town travel costs, and subconsultants for the estimated maximum fee of \$8,200.00.


2.0 Sewer Rate Update

All work shall be performed on a time-spent basis in accordance with Exhibit A – Schedule of Hourly Rates attached to the General Services Agreement, plus reimbursement for direct non-salary expenses such as printing expenses, out of town travel costs, and subconsultants for the estimated maximum fee of \$8,200.00.

3.0 Additional Services

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

Proposed:  8-23-23
HLA Engineering and Land Surveying, Inc. Date
Benjamin A. Annen, PE, Vice President

Approved:  01/09/24
City of Selah Date
~~Sherry Raymond, Mayor~~
Roger Ball



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 1/9/2024

Agenda Number: 10-E*

Action Item

Title: Resolution Declaring Used Water Meter Boxes and Lids as Surplus, and Authorizing their Disposition and Sale

From: Rocky Wallace, Public Works Director

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: No financial outlay (other than, perhaps, some costs incident to making sale(s)); Expected incoming revenue of \$4,500.00-\$9,750.00 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. During the installation of the new water service meters it may be necessary to replace the water meter box and lid.

Public Works desires to surplus the used water meter boxes and lids that have been replaced as part of the project.

The attached proposed Resolution will, if approved, authorize Public Works to sell some water meter boxes and lids 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:
11/28/2023	Resolution No. 3062 declaring used water service meters as surplus, and authorizing their disposition and sale.
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. 3073

RESOLUTION DECLARING USED WATER METER BOXES AND LIDS AS SURPLUS,
AND AUTHORIZING THEIR DISPOSITION AND SALE

WHEREAS, the City's Public Works Department is installing new water meter boxes and lids;
and

WHEREAS, in their present condition, the used water meter boxes and lids have a *de minimis*
value on an individual basis and the City no longer has any need for them; and

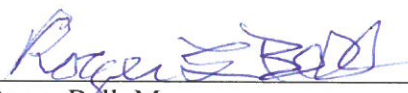
WHEREAS, Public Works desires to have the used water meter boxes and lids declared surplus
by the City Council consistent with its general powers under RCW 35.A.11.010 and other
applicable law, and further desires to receive authorization to dispose and sell the water meter
boxes and lids as Public Works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

WHEREAS, other smaller water systems may be interested in purchasing some of the used water
meter boxes and lids; and

WHEREAS, the City Council finds that good cause exists for declaring the used water meter boxes
and lids to 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 and authorize: (a) that the used water
meter boxes and lids to be surplus and to have *de minimis* values when considered separately; (b)
that Public Works management may 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; and (c) that 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 9th day of January, 2024.



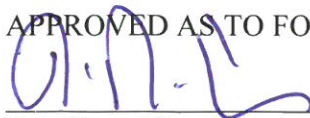
Roger Bell, Mayor

ATTEST:



Kim Grimm, Clerk/Treasurer

APPROVED AS TO FORM:



Rob Case, City Attorney



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 1/9/2024

Agenda Number: 10-F*

Action Item

Title: Resolution authorizing the Mayor to execute a professional services agreement for janitorial services.

From: Rich Huebner, City Administrator

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: N/A

Funding Source: N/A

Background/Findings/Facts: On August 8, 2023 the City Council adopted Resolution No. 3042, terminating the City's contract with Operation Omni for janitorial services and authorizing the mayor to execute an agreement with ABM Industry Groups, LLC for the same services at City Hall, the Civic Center, the Police Department, and the Public Works Department buildings. The resolution was adopted unanimously by the six council members present.

On November 14, 2023, the City Council adopted Resolution No. 3061, which authorized City staff to send written notice to ABM Industry Groups, LLC terminating the agreement effective December 31, 2023, and reducing the scope of work in the meantime to reduce the police station building from the scope. The decision to terminate the agreement with ABM was due to persisting problems and deficiencies in ABM's performance, which continue to persist, and made subject to the contract's personal satisfaction clause.

Following delivery of notice to ABM, the City reviewed the bids previously submitted for janitorial services. The administration recommends entering a new contract with Operation Omni, which will be responsible for janitorial services for City Hall, the Civic Center, and the Public Works Department. Operation Omni has agreed to contract with the City for the same amount as paid to ABM (minus the amount specified for the police station). The agreement includes the same termination clauses as ABM was subject too, and requires that Operation Omni employ a second fulltime employee that will be dedicated to the City of Selah account.

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:
11/14/2023	Resolution No. 3061 authorizing City staff to send written notice to AMB Industry Groups, LLC terminating the janitorial services agreement effective 12/31/2023, and reducing the scope of work in the meantime
08/08/2023	Resolution No. 3042 authorizing the Mayor to sign a twelve-page janitorial supplies agreement with ABM Industry Groups, LLC and authorizing City staff to issue written notice of contract termination to Operation Omni

RESOLUTION NO. 3074

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A NINETEEN-PAGE
JANITORIAL SERVICES AGREEMENT WITH OPERATION OMNI

WHEREAS, the City of Selah previously received janitorial services at City Hall, the Civic Center, the Police Department, and the Public Works Department from ABM Industry Groups, LLC (ABM) through a contract approved on August 8, 2023 pursuant to passage of Resolution No. 3042; and


WHEREAS, pursuant to passage of Resolution No. 3061 on November 14, 2023, the City of Selah provided written notice to ABM of termination of the janitorial services agreement due to persistent problems and deficiencies of performance; and

WHEREAS, the City of Selah desires to enter into a new contract with its previous janitorial services provider, Operation Omni, to resume janitorial services; and

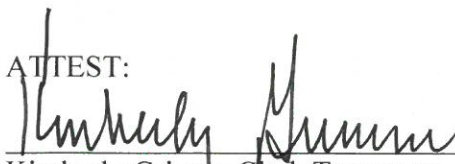
WHEREAS, the City's interests are protected in the contemplated agreement through the inclusion of the same termination clauses to which ABM was subject, as well as a requirement that Operation Omni employ a second fulltime employee dedicated to the City of Selah account.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor is authorized to sign and execute the nineteen-page agreement for janitorial services with Operation Omni in the form appended hereto.

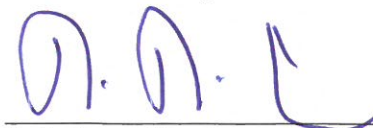
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH,
WASHINGTON this 9th day of January, 2024.



Roger Bell, Mayor

ATTEST:


Kimberly Grimm, Clerk Treasurer



Rob Case, City Attorney

JANITORIAL CONTRACT

This Janitorial Contract ("Contract") is entered into, near the beginning of 2024, by and between the municipal government entity of the City of Selah ("City") and Betty McCullough doing business as Operation Omni Janitorial Services ("Contractor").

Recitals

WHEREAS, City desires to engage a janitorial service provider as an independent contractor to perform a designated scope of work at the following City-owned buildings: Civic Center; City Hall and Public Works Department office; and

WHEREAS, for an extended duration that ended recently, City previously utilized Contractor as City's janitorial service provider; and

WHEREAS, based on the parties' prior relationship, Contractor is familiar with City's buildings, the designated scope of work and City's standards and expectations, and City is familiar with Contractor's capabilities and skills; and

WHEREAS, Contractor is ready, willing and able to again become the City's janitorial provider on an independent contractor basis, and City desires to reengage Contractor as City's janitorial service provider;

NOW THEREFORE, the parties hereby agree as follows:

Agreement

1. Incorporation of Recitals. The Recitals set forth above are incorporated by this reference as operative terms of this Contract, as if each and all are fully set forth within this paragraph 1.

2. Termination of Prior Agreement(s). Each and every prior contract, agreement and/or engagement between the parties that predates or preexisted the instant Contract is acknowledged by the parties as already terminated. Contractor agrees that no money, other consideration, performance and/or damages are owed by City to Contractor under, arising from and/or otherwise due to any prior contract, agreement and/or engagement. The instant Contract will, once it becomes effective, be the sole contractual agreement between the parties.

3. Indefinite Term; Events Causing Termination. The instant Contract shall become effective following the parties' mutual approvals and executions, and it shall continue in force and effect indefinitely until one or more of the following occurrences occurs: (a) Contractor becomes incapacitated to such an extent that she is no longer able to personally perform the scope of work together with her assistant(s) and employee(s); (b) Contractor dies; or (c) either party serves a notice of termination to and upon the other party. Either party shall have the unlimited and continuing discretion to serve a notice of termination to and upon the other party at any time without necessity of cause or breach, and any such notice of termination shall become effective thirty (30) calendar days after its date of service.

4. Independent Contractor Relationship. Contractor's relationship to the City shall be that of an independent contractor, and, by contrast, Contractor shall not be a direct employee, agent or officer of the City. Accordingly, Contractor shall be exclusively responsible and liable for all decisions, actions and omissions related to or stemming from Contractor's performance under this Contract – including but not limited to deciding what types of cleaning materials, supplies and equipment to utilize; how to accomplish the scope of work; how to screen and select assistant(s) and employee(s); making payment to any assistant(s) and employee(s); and all legal, financial, tax and insurance matters related to or stemming from Contractor's actions or omissions and those by her assistant(s) and employee(s). Furthermore, all payments of compensation by City to Contractor shall occur on a gross basis without any deductions or withholdings, and shall be documented and reported annually via IRS Form 1099-MISC or another appropriate method. Moreover, Contractor shall not accrue or be entitled to any fringe benefits such as overtime pay, retirement contributions, health insurance, longevity pay, annual COLA adjustments, etc.

5. Personal Services Contract: Not Freely Assignable. Contractor acknowledges that this Contract is a personal services contract that is not freely assignable, because City has selected Contractor based on Contractor's personal capabilities and skills. Accordingly, Contractor agrees that neither Contractor's position in this Contract nor Contractor's obligations under this Contract can be transferred, assigned, subcontracted or otherwise delegated, in whole or in part, to any other person or entity absent written signed authorization from the Mayor, City Administrator or a proper designee of either, which authorization may be withheld in the City's unlimited and continuing discretion; provided however, that Contractor may utilize Contractor's own employee(s) or assistant(s) to assist her with fulfilling the designated scope of work and such employee(s) or assistant(s) may temporarily fulfill the entire designated scope of work during periods of time when Contractor is away on vacation or otherwise unavailable. Any purported transfer, assignment, subcontracting or other delegation that lacks proper authorization by the City shall be void *ab initio*.

6. Contractor Must Use at Least One Employee or Assistant. Toward the end of the parties' prior relationship, City came to believe that Contractor was not physically able to timely,

fully and satisfactorily perform the prior scope of work on her own without assistance due to the size of the buildings, number of tasks to perform and frequencies of performance. Accordingly, an express condition to City's willingness to consider reengaging Contractor was that Contractor had to agree to utilize at least one capable human employee or assistant who can and actually will assist Contractor with timely, fully and satisfactorily fulfilling the designated scope of work under any new contract – including but not limited to the cleaning tasks at the Civic Center, which is the largest of the buildings, has the greatest number of tasks to perform, and requires performance daily. Contractor expressly promises, agrees and acknowledges that Contractor shall and will, throughout the duration of the instant Contract, utilize at least one capable human employee or assistant to assist Contractor with timely, fully and satisfactorily fulfilling the designated scope of work under this Contract – including but not limited to the cleaning tasks at the Civic Center.

7. No Unauthorized Access; Responsibility for Keys. Contractor shall not allow any person or entity – other than herself and her own employee(s) or assistant(s) – to be present at, in or upon the premises during times when Contractor is performing the scope of work. Similarly, Contractor shall not provide copies of entry keys to the buildings or other access to the buildings to any person or entity other than herself and her own employee(s) and assistant(s). Contractor shall ensure that each building is locked and otherwise secured after completing services on each date. If Contractor or any of her employees or assistants lose copies of entry keys, Contractor shall be personally liable for reimbursing City for the cost to rekey the buildings.

8. Designated Scope of Work – Exhibits A & B. The designated scope of work under this Contract includes all customary interior cleaning tasks – including but not limited to vacuuming, sweeping, mopping, dusting, emptying of trash, cleaning of restrooms, cleaning of kitchens, and cleaning of breakrooms. Appended hereto as “Exhibit A” and “Exhibit B” are non-exclusive lists that set forth some of the cleaning tasks, and that specify the minimum frequencies of performance at each building. Such exhibits are general and illustrative guidance only, and are not intended to limit or strictly define the designated scope of work. Rather, Contractor is obligated to perform any and all customary cleaning tasks as they prove necessary, and is required to devote however much time and effort is necessary to ensure that the buildings are sufficiently cleaned. Moreover, in the event that City staff provide direct instructions from time to time to Contractor regarding any specific cleaning task, Contractor shall also perform that specific task; provided however, that if the task is non-customary then Contractor shall be entitled to task-specific additional compensation in an amount agreed between the parties.

9. Contractor to Provide all Cleaning Supplies, Equipment and Materials. Contractor is responsible for purchasing, replacing and supplying all necessary cleaning supplies, equipment and materials, without any reimbursement from City. City will provide Contractor with storage space at each building where Contractor can securely store such items, without any charge to

Contractor. By contrast, City will supply user-consumed items such as toilet paper, paper towels and hand soap, which Contractor shall install and replenish when necessary.

10. City's Personal Satisfaction. Contractor's performance shall be subject to City's personal satisfaction. If City becomes dissatisfied with any aspect of Contractor's performance, City may serve a notice of termination to and upon Contractor consistent with paragraph 3 above.

11. Payment. City shall pay Contractor the customary amount of \$5,460.04 gross per calendar month, which amount is inclusive of sales tax. In the event that any task-specific additional compensation is agreed to between the parties for a non-customary task pursuant to paragraph 7 above, City will pay Contractor the agreed amount on a gross basis and such amount will be inclusive of sales tax. Each payment shall be due within thirty (30) days following Contractor's submission of a billing invoice to City.

12. Contractor Shall Remain Eligible. Contractor must maintain all necessary licenses and approvals for lawful performance and for lawfully receiving payment from City. This includes, but is not limited to, a Selah business license. It also includes, if applicable, good standing with the U.S. General Services Administration's System for Award Management (www.SAM.gov) and good standing with any state-level or other award management clearinghouse. Contractor shall comply with all federal, state and city laws, regulations and rules at all times. Contractor shall be exclusively responsible and liable for ensuring that her employees and assistants likewise comply with all laws, regulations and rules.

13. Contractor to Pay Prevailing Wages. Contractor shall pay no less than prevailing wage rates in the Yakima area, as periodically determined by the Bureau of Labor Statistics (www.bls.gov) for the category of "Building and grounds cleaning and maintenance" or any other applicable category that might be later established, to each and every employee and assistant that Contractor utilizes. As of the date of formation of this Contract, such rate is \$18.79 gross per hour. Contractor shall submit a "Statement of Intent to Pay Prevailing Wages" and an "Affidavit of Wages Paid", in accordance with RCW Chapter 39.12.

14. Background Checks. Prior to performing any work, Contractor shall provide to City a copy of a Washington State Patrol Criminal Background Check form for Contractor herself. Similarly, Contractor shall also provide a Washington State Patrol Criminal Background Check form for each and every employee and assistant prior to the employee/assistant performing any work, being providing copies of entry keys to the buildings or being provided other access to the buildings. City shall have the unlimited and continuing discretion to prohibit any employee or assistant from performing work, for any reason and irrespective of the content of such employee's/assistant's Washington State Patrol Criminal Background Check form.

15. Indemnity. Without necessity of demand by City, Contractor shall hold City harmless, indemnify City and also defend City and all of City's employees, agents and insurers, at Contractor's immediate and ongoing personal expense, via legal counsel of City's choice, from, against and with regard to any claim, lawsuit, administrative action, demand, liability, fine, punishment, enforcement action, vandalism, theft or burglary, waste of premises or property, or other disadvantageous or financially-impactful event or result, that in any way is caused by, stems from or relates to performance by Contractor and her employees and assistants, travel to and from the buildings by Contractor and her employees and assistants, presence at and upon the premises by Contractor and her employees and assistants, and actions or omissions by Contractor or her employees or assistants – including but not limited to claims and damages for workers compensation, on-the-job injury or industrial insurance under RCW Title 51 or other applicable law, and also including but not limited to claims and damages for bodily injury, assault, battery, harassment, discrimination, and mental suffering by Contractor, by any employee or assistant, or by any third-party.

16. Insurance. At her sole cost and expense, Contractor shall maintain general liability insurance with an applicable coverage limit of not lesser than one million dollars (\$1,000,000.00) per occurrence and not lessor than two million dollars (\$2,000,000.00) in the aggregate that applies to and covers performance by Contractor and her employees and assistants, presence at and upon the premises by Contractor and her employees and assistants, actions or omissions by Contractor or her employees or assistants, and Contractor's full scope of indemnity under paragraph 14. In addition and also at her sole cost and expense, Contractor shall maintain automobile liability insurance with an applicable coverage limit of not lessor than three hundred thousand dollars (\$300,000.00) per occurrence that applies to travel to and from the premises by Contractor and her employees and assistants. Contractor shall ensure that City is named as an additional insured on the declarations page(s) or certificate(s) of insurance, and Contractor shall deliver a copy of each to City. Moreover and also at her sole cost and expense, Contractor shall maintain workers compensation industrial insurance for all employees and assistants in accordance with RCW Title 51.

17. Non-Discrimination. Contractor shall not discriminate against any individual with respect to hiring, compensation, or terms or conditions of employment, due to such person's race, color, heredity, ethnicity, national origin, sex, sexual orientation, gender, gender identity, religion, creed, beliefs, age lesser than forty (40), marital status, family status, relationship status, veteran status or discharge from military service, immigration status, pregnancy status, political affiliation, membership or non-membership in any group or association, actual or perceived sensory or mental or physical disability or handicap, HIV/AIDS status or Hepatitis C status, the use of a trained service animal, or any other now-existing or later-recognized protected class status or marginalized status, and shall not undertake any action or commit any omission that constitutes illegal retaliation

or illegal disparate treatment. Contractor shall be exclusively responsible and liable for ensuring that her employees and assistants likewise comply with this paragraph.

18. No Implied Waivers: Entire Agreement. No waiver, alteration or modification of any provision of this Contract shall be binding unless it occurs in a written document that is signed by Contractor and also by the Mayor, City Administrator or a proper designee of either. The written provisions of this Contract constitute the entire contractual agreement between the parties. No prior agreement(s), contract(s) and/or engagement(s) are still applicable, valid or binding.

19. Notices. Any written or electronic notice, demand or communication by a party to another party may be validly sent and made to the following addresses and accounts, and shall be deemed actually received three days after dispatch, sending or mailing:

- a. To City: City of Selah
ATTN: Mayor, City Administrator, Clerk-Treasurer and City Attorney
City Hall
115 West Naches Avenue
Selah, WA 98942
Email: roger.bell@selahwa.gov
Email: rich.huebner@selahwa.gov
Email: kimberly.grimm@selahwa.gov
Email: rob.case@selahwa.gov

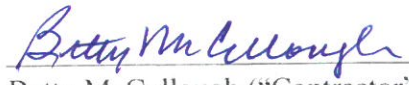
- b. To Contractor: Betty McCullough
210 Warrior Road
Yakima, WA 98901
Email: bettymc825@msn.com

Either party may designate a different or additional address or account for purposes of notice by providing notice to the other party at such party's then-existing address and/or account.

WHEREFORE, the parties have entered into and formed this Contract (including its attached Exhibit A and Exhibit B) via their respective signatures on the date(s) recited below:

CITY OF SELAH ("City")

By:  Dated: 1/10/24
Roger Bell, Mayor
(following approval of City Council via Resolution)

By:  Dated: 1/2/24
Betty McCullough ("Contractor")
d/b/a Operation Omni Janitorial Services REBO 3074

“Exhibit A”

Scope of Work at Civic Center

216 South 1st Street, Selah, WA 98942

The purpose of this Scope of Work (SOW) is to clearly define the custodial service requirements of the Selah Civic Center so that the Contractor is fully aware of the city of Selah’s requirements and expectations. This SOW will form the basis of the Custodial contract at the Selah Civic Center and should be used to develop the Contract. The central point of contact for The Selah Civic Center and all contractor requests or notifications should be directed to that office at 509-698-7302 or via email at ~~btait@ci.selah.wa.us.~~

Zack.Schab@selahwa.gov

- The cleaning contract is for the Selah Civic Center, a 14,600 sq. ft. building located at 216 S. 1st. Street, Selah WA 98942.
- Cleaning to be done regularly 7 days a week, Sunday through Friday and after activities/events occurring on Saturdays. Contractor is expected to do the work when the Civic Center is minimally populated or closed. Typical Civic Center office hours are: Monday – Friday from 8:00 a.m. to 5:00 p.m. User groups use premises after hours and on weekends at varying times. Contractor will be provided a monthly schedule and given updated information on building use as changes occur.
- Cleaning equipment and cleaning supplies are provided by the contractor. Restock supplies such as soap, towels and toilet paper are supplied by the Civic Center. Contractor agrees to notify the Business Office when supplies are low.
- Any item requiring maintenance or repairs shall be reported to the Civic Center staff. Items like plugged toilets, leaking pipes, loose tile, inoperative lights, etc. are expected to be reported immediately upon finding them. Emergency repairs during off hours (i.e. after 5:00 PM and before 8:00 AM) such as broken pipes, floods, or serious roof leaks should be reported to Civic Center staff immediately after discovery.
- Cleaning service employees are expected to be able to read and interpret labels on cleaning products and observe safe use and handling of cleaning products.
- Cleaning service employees should not enter the Civic Center except to perform their work and should not bring non-personnel or family members into the facility during their contract work hours. Cleaning service employees are to secure the building when they leave the premises.
- Cleaning service employees are not to bother private areas such as desk tops, drawers, lockers, food or mail slots, nor should they use computers, fax or telephones.
- Cleaning service employees are not expected to tidy up in staff office – (i.e. arranging papers, turning off computers, or washing dishes).

- Civic Center management would expect and appreciate notification of building problems such as leaks, needed repairs and or any security issues.
- Walls, carpet, and upholstery in poor condition will be noted at the beginning of the contract period. Cleaning service employees will not be held responsible for existing spots and worn, damaged furniture or carpet stains.
- Civic Center cleaning service is expected on days cleaning service employees are out sick or on vacation.

INDIVIDUAL TASKS

BUILDING EXTERIOR

DAILY

1. Collect and dispose of trash and debris around building premises to dumpster. Clean garbage can lids and containers regularly to keep appearance clean. Report any damages to Civic Center manager.
2. Keep all EXIT areas, inside and outside, clean and free of debris. Vacuum outside front entry way.

OFFICE

1. Empty wastebaskets and remove all trash to designated disposal areas. Supply fresh liners for wastebaskets.
2. Vacuum floors once a week.
3. Clean inside office windows a minimum of once a week.

MAIN ROOM

DAILY

1. Empty wastebaskets and remove all trash to designated disposal areas. Supply fresh liners for wastebaskets.
2. Dust mop floor. Spot clean and mop floor when soiled. Vacuum stage as needed. The entire area will be thoroughly cleaned to remove dust, dry soil, and other surface debris. All areas under chairs, trash receptacles and other furnishings, which are accessible, will be cleaned as well. Keep vent areas clean of debris. After cleaning, surfaces, including corners, cracks, abutments, and places accessible to the cleaning equipment shall be free of all visible soil, streaks, litter and spots caused by spills.
3. Spot clean walls, kickboards, light switches, and doors.
4. Remove obvious dirt and debris from around and under stairwell to stage, cracks in floor, joinders and in corners.
5. Clean and disinfect all waste receptacles. Remove any debris and waste buildup.

WEEKLY

1. Clean hard surfaces of all furniture and vacuum stage.

2. Clean/dust all interior doors.
3. Damp mop and shine all hard and resilient flooring and baseboard. After cleaning, surfaces, including corners, cracks, abutments, and places accessible to the cleaning equipment will be free of all visible soil, streaks, litter and spots caused by spills.
4. Dust all horizontal surfaces including sills, ledges, moldings, shelves, etc.
5. Clean and disinfect all waste receptacles. Remove any debris and waste buildup.

BI-MONTHLY

1. Hard Surface Scrub/ Buff floor. Remove marks, scuffs, and stains, without using stripper.

MONTHLY

1. Thoroughly dust all vertical surfaces and under surfaces of furniture. Dust all above hand height horizontal surfaces, including shelves, ledges, moldings, shingled portion of East wall etc. Remove dust, lint, dry soil, and cobwebs from door and window casings, transoms, ledges, moldings and trim, vents, grills, louvers, conduit and similar high mounted fixed equipment. After dusting, these surfaces will have a uniform appearance free from streaks, smudges, dust, lint, and cobwebs.
2. Scrub and remove build up on floor, kickboards, walls and ledges.

QUARTERLY

1. Power scrub, strip and refinish concrete floor with appropriate sealer and finish. Floor shall have a nice shine w/out being hazardously slick.

DRINKING FOUNTAINS

DAILY - Clean drinking fountain basin, spout and push bar using a disinfecting cleaner.

WEEKLY -- Remove all obvious soil, streaks, smudges, etc. from drinking fountains; then disinfect all porcelain and polished metal surfaces including the spout of drinking fountain. All will be free from streaks, stains, spots, smudges, scale, and other obvious removable soil.

ENTRANCES, LOBBY, & CORRIDORS

DAILY

1. Empty wastebaskets and remove all trash to designated disposal area. Supply fresh liners for wastebaskets and spot clean walls, light switches and doors.
2. Spot clean both sides of entrance glass and the window immediately adjacent to the entrance doors. After cleaning, the surface will present a uniform appearance free of all smudges, fingerprints, stains, streaks, lint, etc.
3. Dust mop floors. Spot clean and mop floor when soiled.
4. Sweep, vacuum and remove litter from mats inside front entrance. Keep clean of visible debris.

WEEKLY

1. Mop and Disinfect Floor. After mopping the entire floor with a germicidal detergent, the floor will have a uniform appearance free of spots, spills, stains, dirt, oily film, mop strings, standing water, etc. Dispose of the remaining detergent solution by pouring it down the janitors closet floor drain.
2. Clean all glass on doors and windows in lobby. This includes display case as well as both sides of office windows and doors. After cleaning, the surface will present a uniform appearance free of all smudges, fingerprints, stains, streaks, lint, etc.
3. Dust all horizontal surfaces, including shelves, ledges, moldings, benches, etc.
4. Sweep and damp mop the ceramic tile floor in hallway between foyer and SE bathrooms.
5. Clean and disinfect all waste receptacles. Remove any debris and waste buildup.
5. De-greaser, deep cleaner used to scrub tile floor in entrance/lobby.
6. Vacuum/Sweep and remove litter from entrance mat outside the front doors. Keep clean of visible debris.
7. Clean outside of building within 20 feet, picking up visible trash.
8. Sweep/Vacuum and remove litter/debris from West corridor (Hallway connecting storage room, west exit door, bathrooms and Apple room).
9. Pick up visible trash in front of dumpster gate and around garbage/recycle receptacles.
10. Keep all EXIT areas, inside and outside, clean and free of debris.

MONTHLY

1. Mop and Disinfect Floor West After mopping the entire floor with a germicidal detergent, the floor will have an appearance free of spots, spills, stains, dirt, oily film, mop strings, standing water, etc.

DUMPSTER

DAILY

1. All Civic Center garbage is to go in Civic Center dumpster located on the West side of the building.
2. Pick up visible trash in front of dumpster gate and around garbage/recycle receptacles and dispose of in the dumpster itself.
3. Manage locking and unlocking of dumpster gates. Gates must be unlocked for Tuesday AM and Early Friday AM, for garbage pickup. All other times gates are to be locked in order to comply with city ordinances.

ALL RESTROOMS

DAILY

1. Empty all waste receptacles and remove all trash to designated disposal area. Supply fresh liners for waste receptacles. Fill all supply dispensers – towels, toilet paper, soap, etc.
2. Clean all fixtures, commodes, bowls, urinals, and washbasins using a disinfecting/germicidal cleaner.
3. Re-supply all paper towel dispensers to the proper level. Single fold paper towels will be inter-locked with remaining towels in the cabinet. The dispensers and adjacent surfaces will be wiped with a germicidal detergent to remove handprints and smudges after filling. The device will be checked after filling for proper operation. Caked or dried soap will be cleaned from the orifice. Remove the semi-hardened soap from spout of liquid soap dispensers daily. Inoperable devices will be reported Civic Center Staff.
4. Spot clean restroom walls, baseboards, tile, partitions, mirrors, light switches, and doors. Remove finger prints, smudges any dirt or matter.
5. Sweep and wet mop entire floor using a disinfecting cleaner and leaving the floor completely unsullied and sanitized.
6. Spot clean mirrors, other surfaces and remove any non-permanent graffiti.

WEEKLY

1. Damp wipe the full surface area of all stall partitions, doors, frames, plumbing and waste receptacles using a disinfecting, deodorizing cleaner.
2. Clean all mirrors.
3. Heaters, ledges, paper dispensers, grilles and stall partitions shall be dusted.
4. Remove scale from the fixtures, commodes, urinals, and washbasins.
5. Pour water or approved drain product down floor drains (for odor control) and check for any soiling and odors. Treat as needed.

KITCHEN AREA

DAILY

1. Empty wastebaskets, remove all trash to dumpster and supply fresh liners for wastebaskets.
2. Spot clean walls, light switches, cabinets and doors.
3. Clean and sanitize all sinks of food and debris.
4. Wipe down counter tops, tables, sinks, ovens and fixtures with disinfecting cleaner. Remove fingerprints, food, debris, soot and grease from handles, glass and stainless steel surfaces.
7. Sweep and wet mop entire floor using a disinfecting cleaner. All areas under chairs, tables, trash receptacles, ovens, fridges and other furnishings, which are accessible, shall be moved to clean and sweep underneath.

5. Re-supply all paper towel dispensers to the proper level. Single fold paper towels will be inter-locked with remaining towels in the cabinet. The dispensers and adjacent surfaces will be wiped with a germicidal detergent to remove handprints and smudges after filling. The device will be checked after filling for proper operation. Caked or dried soap will be cleaned from the orifice. Remove the semi-hardened soap from spout of liquid soap dispensers daily. Inoperable devices will be reported Facilities Services.

WEEKLY

1. Spot clean baseboards.
2. Clean and disinfect tables, cabinets and chairs with a germicidal cleanser. Remove any food and debris buildup. Remove any nonpermanent stains, spots, spills from all tables, counters, cabinets and sinks. After cleaning, the surfaces will have a uniform appearance, free from streaks, smudges, lint, etc., with complete removal of soil from the surface. Clean interior and exterior of microwaves to provide a uniform appearance inside and out, free from spots, spills, film, dust, smell, etc. Units will be disinfected and sanitized. Do not clean interiors of refrigerators.
3. Clean and disinfect all waste receptacles. Remove any food, grease or debris buildup.
4. Wash, scrub and polish all stainless steel surfaces. (This includes: ovens, stoves, backsplash above stove, refrigerator, freezer, sinks and sink backsplash.) Remove fingerprints, food, debris, soot and grease from handles, glass and stainless steel surfaces.
5. Clean stovetop and griddle of visible buildup, grease, food and heat smudging.
6. Clean dishwasher trap of food debris.
7. Clean out grease trap. Dispose of grease in an approved manner.
8. Wash vents over stoves and ovens. Remove any food, grease or debris buildup using a soft brush.
9. Wash kitchen floor mats with a sanitizing soap and scrub away any debris.

MONTHLY

1. Clean stoves, and ovens interior to provide an appearance free of spots, streaks, spills, food and grease. Remove any and all debris and waste buildup and dispose of in dumpster.
2. Dust all horizontal surfaces, furniture, ledges, moldings, including top of refrigerator.
3. Remove dust and dirt from fire extinguishers.

DINING AREA

DAILY

1. Dust mop floor. Mop floor when soiled. The entire area will be thoroughly cleaned to remove dust, dry soil, food and other surface debris. All areas under chairs, trash receptacles and other furnishings, which are accessible, will be cleaned as well. Keep vent areas clean of debris. After cleaning, surfaces, including corners, cracks, abutments, and places accessible to the cleaning equipment will be free of all visible soil, streaks, litter and spots caused by spills.

2. Clean and disinfect tables, cabinets and chairs with a germicidal cleanser. Remove any food and debris buildup. Remove any nonpermanent stains, spots, spills from all tables, and counters. After cleaning, the surfaces will have a uniform appearance, free from streaks, smudges, lint, etc., with complete removal of soil from the surface.

WEEKLY

1. Spot clean baseboards.
2. Clean and disinfect all waste receptacles. Remove any food, grease or debris buildup.
3. Dust ceiling lamps and spot clean removing any dirt, cobwebs and or debris.
4. Sweep and wet mop entire floor using a disinfecting cleaner.

BI-ANNUALY

1. Vacuum and wash ceiling vents at least a couple times a year.

APPLE ROOM/ SENIOR CENTER

DAILY

1. Empty wastebaskets and remove all trash to designated disposal areas. Supply fresh liners for wastebaskets.
2. Vacuum floor mats. Spot vacuum carpeted flooring as needed. The floor should be free from any debris or appearances of dust.
3. Spot clean furniture.
4. Spot clean walls, kickboards, light switches, and doors.

WEEKLY

1. Vacuum carpeted flooring. The entirety of area will be thoroughly cleaned to remove dust, dry soil, and other surface debris. This includes all accessible areas under chairs, trash receptacles and other furnishings.
2. Remove obvious dirt and debris around cracks in floor, doors, corners and joinders.
3. Dust and clean all furniture, desk and table tops with appropriate cleaning agent. After cleaning, the surfaces will have a uniform appearance, free from streaks, smudges, lint, etc., with complete removal of soil from the surface.

DAILY

LEGION ROOM

1. Empty wastebaskets and remove all trash to designated disposal areas. Supply fresh liners for wastebaskets.
2. Sweep floor and remove obvious dirt and debris around cracks in floor, doors, corners and joinders. Spot mop when needed. This includes flooring in hallway connecting restrooms.

3. Clean and sanitize sink and countertop. Remove all obvious soil, streaks, smudges, etc. from sink and faucet; then disinfect all porcelain and laminate surfaces. Sanitize all touch points. All will be free from streaks, stains, spots, smudges, scale, and other obvious removable soil.
4. Spot clean cabinets around sink and on west wall.

WEEKLY

1. Sweep and wet mop laminate flooring. This includes flooring connecting restrooms. The entirety of area will be thoroughly cleaned to remove dust, dry soil, and other surface debris. Remove obvious dirt and debris around cracks in floor, doors, corners and joinders. This includes all accessible areas under chairs, trash receptacles and other furnishings.
2. Dust all horizontal surfaces. Vacuum around wall screen and crevices to remove any debris and or dust build up.
3. Dust all vertical surfaces where debris, soil and dust collect. Wash down walls in areas where soiling is obvious.

SPECIAL EVENTS CLEANING

- *DAMAGE REPORT: In the event that any damages to City of Selah Civic Center Property results from an event, it is imperative the janitorial crew fills out a damage report. This includes neglected renter responsibilities and inappropriate use of facility. (Include any notes regarding clogged toilets, clogged drains, excessive litter or soiling, etc.) When photographs are necessary the Civic Center staff has ready a camera accessible for the janitorial staffs' for event documentation purposes. Leave report for the Civic Center manager and notify manager immediately of any damages which compromise safety, security or could affect the next day activities.*

BUILDING EXTERIOR:

3. Collect and dispose of trash and debris to dumpster. Report any damages to Civic Center manager.

MAIN ROOM

4. Return tables and chairs to storage room. (Unless instructed otherwise). Wipe down tables and chairs.
5. Dust mop and wet mop floor with disinfecting cleaner. Hard surface power scrub if needed. Vacuum stage as needed. The entire area will be thoroughly cleaned to remove all surface debris. All areas under chairs, trash receptacles and other furnishings, which are accessible, will be cleaned as well. Keep vent areas clean of debris. After cleaning, surfaces, including corners, cracks, abutments, and places accessible to the cleaning equipment will be free of all visible soil, streaks, litter and spots caused by spills.
6. Empty wastebaskets, remove all trash to dumpster and supply fresh liners for wastebaskets. Spot clean and sanitize as needed.
7. Any items left by facility users are to be put in hallway corner outside Apple room or outside south side doors of civic center.

DINING ROOM

1. Clean and disinfect tables, and chairs with a germicidal cleanser. Remove any food and debris buildup. Remove any nonpermanent stains, spots, spills from all tables, and counters. After cleaning, the surfaces will have a uniform appearance, free from streaks, smudges, lint, etc., with complete removal of soil from the surface.
2. Dust mop and wet mop floor with disinfecting cleaner. The entire area will be thoroughly cleaned to remove all surface debris. All areas under chairs, trash receptacles and other furnishings, which are accessible, will be cleaned as well. Keep vent areas clean of debris. After cleaning, surfaces, including corners, cracks, abutments, and places accessible to the cleaning equipment will be free of all visible soil, streaks, litter and spots caused by spills.
3. Spot clean all vertical surfaces. Remove any debris found on walls, furniture, doors, garbage receptacles, Etc.
4. Empty, wash and sanitize wastebaskets with disinfectant, remove all trash to dumpster and supply fresh liners for wastebaskets.

KITCHEN

1. Empty wastebaskets, remove all trash to dumpster and supply fresh liners for wastebaskets.
2. Spot clean walls, light switches, cabinets and doors. Wipe down counter tops, tables, sinks, ovens and fixtures with disinfecting cleaner. Remove fingerprints, food, debris, soot and grease from handles, glass and stainless steel surfaces.
3. Clean and sanitize all sinks of food and debris.
4. Sweep and wet mop entire floor using a disinfecting cleaner.
5. Re-supply all paper towel dispensers to the proper level. Single fold paper towels will be inter-locked with remaining towels in the cabinet. The dispensers and adjacent surfaces will be wiped with a germicidal detergent to remove handprints and smudges after filling. The device will be checked after filling for proper operation. Caked or dried soap will be cleaned from the orifice. Remove the semi-hardened soap from spout of liquid soap dispensers daily. Inoperable devices will be reported Facilities Services.

RESTROOMS

1. Empty all waste receptacles and remove all trash to designated disposal area. Supply fresh liners for waste receptacles. Fill all supply dispensers – towels, toilet paper, soap, etc.
2. Clean all fixtures, commodes, bowls, urinals, and washbasins using a disinfecting/germicidal cleaner.
3. Re-supply all paper towel dispensers to the proper level. Single fold paper towels will be inter-locked with remaining towels in the cabinet. The dispensers and adjacent surfaces will be wiped with a germicidal detergent to remove handprints and smudges after filling. The device will be checked after filling for proper operation. Caked or dried soap will be cleaned from the orifice. Remove the semi-hardened soap from spout of liquid soap dispensers daily. Inoperable devices will be reported Civic Center Staff.

4. Spot clean restroom walls, baseboards, tile, partitions, mirrors, light switches, and doors. Remove finger prints, smudges any dirt or matter.
5. Sweep and wet mop entire floor using a disinfecting cleaner and leaving the floor completely unsullied and sanitized.
6. Spot clean mirrors, other surfaces and remove any non-permanent graffiti.

APPLE ROOM/ SENIOR CENTER

1. Empty wastebaskets and remove all trash to designated disposal areas. Supply fresh liners for wastebaskets.
2. Vacuum floor mats. Spot vacuum carpeted flooring as needed. The floor should be free from any debris or appearances of dust.
3. Spot clean furniture. Remove any fingerprints on glass top desk.
4. Spot clean walls, kickboards, light switches, and doors.
5. Return any tables and chairs to storage room. (Unless instructed otherwise). Wipe down tables and chairs.

LEGION ROOM

1. Empty wastebaskets and remove all trash to designated disposal areas. Supply fresh liners for wastebaskets.
2. Sweep floor and remove obvious dirt and debris around cracks in floor, doors, corners and joinders. Spot mop when needed. This includes flooring in hallway connecting restrooms.
3. Clean and sanitize sink and countertop. Remove all obvious soil, streaks, smudges, etc. from sink and faucet; then disinfect all porcelain and laminate surfaces. Sanitize all touch points. All will be free from streaks, stains, spots, smudges, scale, and other obvious removable soil.
4. Spot clean cabinets around sink and on west wall.
5. Return any tables and chairs to appropriate place of storage in North East corner of room. (Unless instructed otherwise). Wipe down tables and chairs.

ENTRANCES, LOBBY, & CORRIDORS

1. Empty wastebaskets and remove all trash to designated disposal area. Supply fresh liners for wastebaskets and spot clean walls, light switches and doors.
2. Spot clean both sides of entrance glass and the window immediately adjacent to the entrance doors. After cleaning, the surface will present a uniform appearance free of all smudges, fingerprints, stains, streaks, lint, etc.
3. Dust mop floors. Spot clean and mop floor where soiled.

4. Sweep, vacuum and remove litter from mats inside front entrance. Keep clean of visible debris.
5. Clean outside of building within 20 feet, picking up visible trash.
6. Sweep/Vacuum and remove litter/debris from West corridor (Hallway connecting storage room, west exit door, bathrooms and Apple room).
7. Pick up visible trash in front of dumpster gate and around garbage/recycle receptacles.
8. Keep all EXIT areas, inside and outside, clean and free of debris.

QUALITY STANDARDS

1. **Frequency:** Frequency requirements are minimum requirements. All tasks to be performed as frequently as specified and as needed to maintain a clean condition. For example, tasks that are designated "Daily" are to be performed at each visit.
2. **General Standards:** The achievement of the desired standard of cleanliness will result in an almost complete absence of visible soil. In order to maintain the facilities in this condition, Contractor will remove any visible soil which is found as a result of inspection. For purposes of definition, absence of visible soil shall be as follows:
 - A. Absence of dust on horizontal and vertical surfaces of floors, walls, ledges, furniture and equipment.
 - B. Absence of litter and trash on floor and horizontal surfaces.
 - C. Absence of finger marks, spots and soil build-up on walls, partitions, doors, dividers, cabinets, stainless steel appliances, etc.
 - D. Absence of encrustation, soil, and wax build-up on floors, particularly in corners, along baseboards, around door jambs, and around furniture and equipment legs and bases.
 - E. Absence of soil, scale and stain on restroom fixtures, drains, taps, faucets, soap dispensers, paper dispensers, stalls, mirrors, ledges and drinking fountains.
 - F. Absence of soil, stain and scale on restroom floors and baseboards. Tile and grout maintained free of stain and buildup.
 - G. Absence of soil, grease, scale and stain on kitchen fixtures, drains, taps, faucets, soap dispensers, paper dispensers, stalls, mirrors, ledges and drinking fountains.
 - H. Absence of soil, grease, stains and scale on kitchen floors and baseboards. Tile and grout maintained free of stain and buildup.
 - I. Absence of dust, lint and litter on upholstered furniture.
 - J. Absence of soil, litter, dust and encrustations on furniture and equipment surfaces and legs.
 - K. Absence of soil, litter, dust, and encrustation in urns, wastebaskets, and trash containers.
 - L. Absence of marks, spots, stains and streaks on glass and mirrors.

- M. Absence of soil and dust on window blinds, shades, sills, frames and ledges.
 - N. Absence of other visible soil and cobwebs on horizontal surfaces, including ceilings.
 - O. Absence of trash in building.
 - P. Absence of soil, litter, debris and spots on all carpets, mats, and floors.
3. **Damp mopping:** Floors shall be free of streaks, mop strand marks, and skipped areas. Walls, baseboards, and other surfaces shall be free of splash stains and markings from the equipment.
 4. **Solid waste collection:** All solid waste in the building shall be collected and removed to designated disposal areas. Waste container is emptied early a.m. on Tuesday and Friday. Cardboard recycle Monday and other recycle is collected on the second Wednesday of the month.
 5. **Wet mopping:** Floors shall be free of streaks, mop strand marks, and skipped areas. Walls, baseboards, and other surfaces shall be free of splash stains and markings from the equipment. Mops and buckets will be emptied and thoroughly rinsed immediately after use in restrooms and before use in any other area.
 6. **Spot cleaning:** Smudges, marks or spots shall be removed without causing discoloration of the surface.
 7. **Dusting:** Corners, crevices, moldings, and ledges shall be free of dirt, debris, and dust.
 8. **Furniture moving:** When necessary for the Contractor to move furniture and furnishings, it will be done with care and furniture returned to original positions.
 9. **Graffiti removal:** Graffiti shall be removed with the mildest cleaning agent possible. Contractor shall provide cleaning staff with a series of progressively stronger graffiti removal agents, and cleaning staff shall use the agents in series, progressing from mildest to strongest, stopping when graffiti is removed. Graffiti which cannot be removed without damage to the underlying finish shall be reported immediately to the Contract Manager.
 10. **Custodian's Closet:** Closet shall be maintained in a clean, orderly and safe condition at all times. Floors mopped, sink sanitized and cleaned of debris, mop buckets rinsed after mopping and all mops placed on appropriate wall hangers.
 11. **Contractor's Equipment:** Contractor's equipment shall be stored only in areas designated by the Contract Administrator. Equipment shall be stored in a clean, orderly and safe condition.
 12. **Materials and Equipment:** The Contractor shall use cleaning products and equipment which are effective and safe for fixtures, furnishings, and finishes in their particular applications. The Contract Administrator may require the Contractor to select an alternative cleaning product or piece of equipment if the use of that particular product or piece of equipment is ineffective or tends to cause damage to or deterioration of fixtures, furnishings, or finishes in the use being made of it. Cleaning products should be in clearly marked containers.
 13. **Level of care:** Contractor shall exercise due care at all times to ensure that cleaning products and practices do not cause damage to finishes, furnishings, or fixtures. Contractor shall restore to good condition any items damaged from lack of due care by Contractor employees.

"Exhibit B"

Scope of Work at City Hall, 115 W. Naches Avenue, Selah, WA 98942

&

Scope of Work at Public Works Office, 225 S. Rushmore Road, Selah, WA 98942

Cleaning Requirements for the Public Works and City Hall

Two Times Per Week Services (on days agreed between parties)

1. Gather all waste and place contents for disposal. Insert new liners when needed. Sweep, dust mop or vacuum all floors.
2. Vacuum all carpeted areas.
3. Dust file cabinets, desk, tables, and other office furniture. Spot clean entrance door glass.
4. Disinfect all water fountains.
5. Damp mop floors with general cleaning solution.
6. Clean and disinfect restroom fixtures.
7. Fill restroom dispensers from Client's stock.

One Time Per Month Services

1. Vacuum upholstered chairs.
2. Edge vacuum carpets where regular vacuuming does not reach.

Four Times Per Year Services

1. Shampoo and rinse extract all carpets.
2. Wash windows inside and out.
3. Mop, remove scuff marks, apply ristorante, and buff tile floors.



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 1/9/2024

Agenda Number: 12.A.i

Informational Item

Title: Discussion of Mayor Pro Tempore for Calendar Year 2024

From: Mayor Bell

Action Requested: Informational - No Action Needed

Background/Findings/Facts: Each year, the Council nominates and selects a Mayor Pro Tempore to serve in the absence of the elected Mayor. Such action still needs to be made for calendar year 2024.

Recommended Motion: None

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

Date: **Action Taken:** None



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 1/9/2024

Agenda Number: 12. A. ii

Informational Item

Title: 2024 City Council Committee Assignments

From: Mayor Bell

Action Requested: Informational - No Action Needed

Background/Findings/Facts: Each year, Councilmembers agree to commit to local community boards and committees during their time in service and plan to attend their meetings as they occur. The attached list is a draft and could potentially change after the discussion.

Recommended Motion: None

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

***2024* CITY OF SELAH COUNCILMEMBER BOARDS AND COMMITTEES**

Finance Committee

Position 1:	Elizabeth Marquis
Position 2:	Michael Costello
Position 3:	William Longmire

Lodging Tax Advisor Committee (LTAC)/Selah Tourism Promotion Area (TPA)

Position 1:	Kevin Wickenhagen
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Yakima Valley Conference of Governments (YVCOG)

Position 1:	David Monaghan
Alternate:	Michael Costello

Yakima Valley Visitors & Convention Bureau (YVVCB)

Position 1:	Kevin Wickenhagen
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Selah Parks and Recreation Service Area Board (SPRSA)

Position 1:	Clifford Peterson
Position 2:	William Longmire

Valley Mayor Association

Position 1:	Mayor Bell
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Fire Commissioners Board

Position 1:	Clifford Peterson
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Volunteer Firefighters Board

Position 1:	Mayor Bell
Position 2:	Kimberly Grimm
Position 3:	Clifford Peterson

Selah Chamber of Commerce

Position 1:	Jared Iverson
Alternate:	David Monaghan

Selah Downtown Association

Position 1:	Kevin Wickenhagen
Alternate:	Michael Costello

Selah School District

Position 1:	Elizabeth Marquis
Alternate:	Jared Iverson

Naches-Selah Irrigation District Voting Member

Position 1:	Mayor Bell
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Resource Recovery Board

Position 1:	Jared Iverson
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Legislative Committee

Position 1:	Mayor Bell
Position 2:	Kevin Wickenhagen
Position 3:	Staff: Huebner, Wallace, Case

911 EMS/OPS Administration Board

Position 1:	Michael Costello
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Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 1/9/2024

Agenda Number: 12.A.iii

Informational Item

Title: Discussion Regarding 2024 Council Retreat

From: Rich Huebner, City Administrator

Action Requested: Informational - No Action Needed

Background/Findings/Facts: The Selah City Council routinely holds a council retreat at the beginning of each calendar year to discuss projects and set goals for the upcoming year. The date, location, and time for 2024 still needs to be discussed and selected.

Recommended Motion: None

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

Date: **Action Taken:** None



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 1/9/2024

Agenda Number: 13-A

Action Item

Title: Resolution Authorizing the Mayor to Sign "Agreement No. 38253" with Yakima County in Conjunction with the American Rescue Plan, Coronavirus State and Local Fiscal Recovery Funds Award

From: Rocky D. Wallace, Public Works Director

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: \$16,400.00 for professional engineering fees.

Funding Source: 001 Parks Fund

Background/Findings/Facts: The City desires to make certain improvements at various City Parks. The City can receive reimbursement from Yakima County for up to \$600,000.00, via an American Rescue Plan, Coronavirus State and Local Fiscal Recovery Funds Award.

Yakima County has drafted a forty-three page Agreement No. 38253 to enable the City to receive such reimbursement, and the terms are acceptable to City staff.

The attached proposed Resolution will, if approved, authorize the Mayor to sign Agreement No. 38253, so the City can begin seeking reimbursement forthwith.

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:

6/14/2022

Resolution No. 2924 authorizing a ten percent match of the City's ARPA funds and authorizing the Public Works Director to sign the Yakima County ARPA funding application for Parks, Street, and Water improvements.

RESOLUTION NO. 3075

RESOLUTION AUTHORIZING THE MAYOR TO SIGN "AGREEMENT NO. 38253" WITH YAKIMA COUNTY IN CONJUNCTION WITH THE AMERICAN RESCUE PLAN, CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS AWARD

WHEREAS, the City desires to make certain improvements at various City Parks; and

WHEREAS, the City can receive reimbursement from Yakima County for up to \$600,000.00, via an American Rescue Plan, Coronavirus State and Local Fiscal Recovery Award; and


WHEREAS, Yakima County has drafted a forty-three page "Agreement No. 38253", to enable the City to receive such reimbursement; and

WHEREAS, the terms of Agreement No. 38253 are acceptable to City staff and City staff recommends that the City Council authorize the Mayor to sign it; and

WHEREAS, the City Council finds that good causes exists;

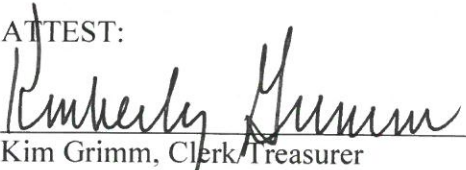
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON that the Mayor be and is authorized to sign the forty-three page Agreement No. 38253 with Yakima County in the form appended hereto.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 9th day of January, 2024.



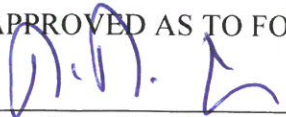
Roger Bell, Mayor

ATTEST:



Kim Grimm, Clerk/Treasurer

APPROVED AS TO FORM:



Rob Case, City Attorney



CITY OF SELAH

115 West Naches Ave
Selah, WA 98942

P: 509-698-7328
F: 509-698-7338

January 3, 2024

To Whom It May Concern:

This letter confirms that the following individuals, each of who is a fulltime City employee, are duly-empowered agents of the City for the purposes of 2 CFR § 200.415(a):

1. Rocky D. Wallace, Public Works Director; and/or
2. Kimberly Grimm, Clerk/Treasurer

Accordingly, either individual is authorized to submit – on behalf of the City – annual reports, final fiscal reports, and/or vouchers requesting payment, relative to a Federal award and/or approved project budget. Relatedly, either is authorized to sign – as legally binding on the City – any certification(s) that are required.

The City of Selah is a noncharter code city under Washington state law, which operates under the mayor-council (a/k/a “strong mayor”) form of government. Thus, I – as Mayor – have the full capacity to so designate these individuals for these purposes (without any necessity of approval or confirmation by the City Council or any other body).

If you have any questions about this letter, please contact City Administrator Rich Huebner (rich.huebner@selahwa.gov / 509-698-7333) or City Attorney Rob Case (rob.case@selahwa.gov / 509-698-7330).

Sincerely,

Roger Bell
Mayor
(509) 698-7332
Roger.Bell@selahwa.gov



From: [Stefanie Truex](#)
To: [Groo, Caprise](#); [Wallace, Rocky](#); [Deb LaCombe](#); [Terry Alapeteri](#)
Cc: [Craig Warner](#); [Brenda Garcia](#)
Subject: ARPA 38253
Date: Tuesday, November 28, 2023 11:09:12 AM
Attachments: [image001.jpg](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[Contract - ARPA_38253.pdf](#)

Dear ARPA Applicant,

Yakima County is pleased to send you the attached ARPA agreement for your review and approval. There are several areas we want to bring to your attention that will need to be completed before you return the agreement to us as follows:

- Please have the person(s) authorized to sign for your entity/ sign and date the Face Sheet (very first page).
- Fill out and complete the following Exhibits in the back of the agreement:
 - Exhibit C – FFATA
 - Exhibit D – 2 CFR Part 200 Subpart F Audit Certification Form
 - Exhibit E – EEOC Certification Form
 - Exhibit F – Debarment and Suspension Certification Form
 - Exhibit G – Data Sharing, Non-Disclosure and Use Agreement

Please be sure all of these documents are filled out and signed as required. Failure to complete the information will delay the award of the agreement.

Once you have completed this information, scan the document and email it back to Stefanie Truex at stefanie.truex@co.yakima.wa.us or Craig Warner at craig.warner@co.yakima.wa.us. Once we receive your document, we will review and put it on the next available County Commissioner agenda for approval. Once this is approved by the County Commissioners, we will email you with a fully executed copy of the agreement along with instructions on how to request reimbursement through the CLA portal.

Thank you for being patient as we developed this agreement. If you have any questions, please send the questions to Stefanie or Craig at the email addresses above.

Best regards,



Stefanie Truex
Financial Services, Sr. Manager
128 N. 2nd St. Rm 231, Yakima, WA 98901
 509.574.1504
 Stefanie.Truex@co.yakima.wa.us
 www.yakimacounty.us



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 1/9/2024

Agenda Number: **13-B**

Action Item

Title: Resolution Authorizing the Mayor to Sign a Two-Page Transportation Improvement Board Updated Cost Estimate and Two-Page Project Accounting History Form, 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 \$16,477.00 for a new total City contribution of \$64,068.00

Funding Source: 111 Street Improvements Fund

Background/Findings/Facts: This pertains to the City's Fremont Avenue Overlay Project, which is occurring from 16th Street to 11th Street. The City requested that the Contractor add additional paving work to the Project, so as to complete the grind and overlay to the western city limits on Fremont Avenue.

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 \$419,323.00. TIB's commitment will now be increased by \$12,945.00, for a new total of \$432,268.00.

The City's contribution will now be increased by \$16,477.00, for a new total commitment of \$64,968.00. This increase was not budgeted and a budget adjustment will need to be completed at a later date.

A two-page Transportation Improvement Board Updated Cost Estimate and two-page Project Accounting History Form have been prepared. Copies are appended to this AIS, the terms are acceptable to City staff, and City staff is requesting that the City Council authorize – by approving the appended proposed Resolution – the Mayor to sign the documents.

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:
7/11/2023	Resolution No. 3030 Authorizing the Mayor to Sign a Contract with Selland Construction, Inc., Related to the City's Fremont Avenue Sewer and Resurfacing Project
7/11/2023	Resolution No. 3028 Authorizing the Mayor to Sign a two-page Transportation Improvement Board Updated Cost Estimate, for the Fremont Avenue Overlay – 16th St to 11th St.
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.
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.

RESOLUTION NO. 3076

RESOLUTION AUTHORIZING THE MAYOR TO SIGN A TWO-PAGE TRANSPORTATION IMPROVEMENT BOARD UPDATED COST ESTIMATE AND TWO-PAGE PROJECT ACCOUNTING HISTORY FORM, 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 (Project), which is occurring from 16th Street to 11th Street; and

WHEREAS, the City desires, as part of such Project, to grind and overlay the two vehicle travel lanes and to install ADA-compliant sidewalk ramps on portions of Fremont Avenue at such location; and

WHEREAS, the City requested additional work be performed by the Contractor; and

WHEREAS, the additional work will increase the City's contribution to \$16,477.00 for a new total City contribution of \$64,068.00; and

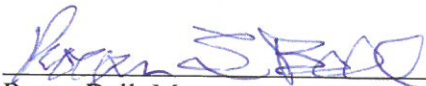
WHEREAS, as a result of such additional work, TIB's monetary contribution on this Project will be correspondingly increased by \$12,945.00 for a new total commitment of \$432,268.00; and

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

WHEREAS, the City Council finds that good cause exists;

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 and two-page Project Accounting History in the forms appended hereto.

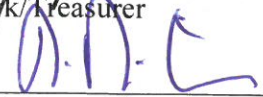
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 9th day of January, 2024.



Roger Bell, Mayor

ATTEST: 

Kim Grimm, Clerk/Treasurer

APPROVED AS TO FORM: 

Rob Case, City Attorney



Transportation Improvement Board
Updated Cost Estimate

Form generated on 09 Nov 2023

Agency **SELAH**
 TIB Project No **3-E-182(007)-1**
 Project Name **Fremont Avenue Overlay - 16th St to 11th St**

CONTRACT COMPLETION
 Submit form to initiate Final Settlement with TIB

Current TIB Commitment
\$419,323

TOTAL COST ESTIMATE AT CONTRACT COMPLETION

DESIGN PHASE		CONSTRUCTION PHASE		
Design Engineering	Right of Way	Construction Engineering	Construction Other	Contract Amount
43,100	0	43,100	0	410,136
Phase Total	43,100	Phase Total		453,236
				Total Project Cost
				496,336

Include a cost break down of **Construction Other costs**
 na

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	0		0		0
Total Eligible Project Cost					496,336

Include a cost breakdown of Other Noneligible costs
 NA

Change in Eligible Total Project Cost (Total Eligible Project Cost - Previous Phase Eligible Cost)	30,422
Calculated total TIB funds	432,268
The maximum allowable TIB administrative increase cannot exceed \$12,945	
Enter 12,945 in Requested Change cell	
Requested Change	12,945
Requested total TIB funds	432,268

Enter explanation for the change in Total Project Cost in the space below
 Additional ~200 LF of Grind and Overlay

Based on the cost information shown above, the agency requests a TIB fund increase in the amount of \$12,945
INCREASE EXCEEDS MAXIMUM ALLOWABLE REQUEST by \$0
 For all increase requests, please contact your TIB Engineer

UPDATE FUNDING PARTNER PARTICIPATION

Funding Partners	Previous Commitment	Current Participation
TIB	419,323	432,268
SELAH	47,591	64,068
WSDOT	0	
	0	
	0	
	0	
	0	
	0	
	0	
	0	
	0	
	0	
	0	
TOTALS	\$466,914	\$496,336
Funding Partner Total is Correct		

REQUIRED ATTACHMENTS

- ▶ Attach PICTURES of the completed project
- ▶ Attach FINAL SUMMARY OF QUANTITIES
- ▶ Attach signed PROJECT ACCOUNTING HISTORY or LEDGER indicating all project costs
- ▶ Enter justification for COST INCREASE
- ▶ Include a cost breakdown of construction other costs
- ▶ Include a cost breakdown of noneligible costs

AGENCY OFFICIAL

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

ROGER BELL

Printed or Typed Name

MAYOR

Title

[Signature] 1/9/24

Signature & Date

REGISTERED ENGINEER

I certify the project work has been completed in accordance with the subject project plans and specifications.

Stephen S. Hazzard, PE

Printed or Typed Name

Signature & Date

PROJECT ACCOUNTING HISTORY

Date

Agency **SELAH**
 TIB Project No **3-E-182(007)-1**
 Project Name **Fremont Avenue Overlay - 16th St to 11th St**

Design Phase	Engineering	Right of Way	Phase Total
Engineering	43,100.00	0.00	43,100.00
Construction Phase	43,100.00	0.00	410,135.55
PROJECT TOTAL COST			496,335.55

AGENCY VERIFICATION OF PROJECT COSTS: I certify that the costs are correct.

AGENCY OFFICIAL


 Signature

ROGER BELL, Mayor
 Printed or Typed Name & Title

INSTRUCTIONS: Complete the form by entering incurred project costs. For Agency Staff Costs, indicate the Direct Labor, Payroll Benefits and Indirect Cost in the appropriate column. Indicate the payee and associated cost in the appropriate column.

¹ Payroll Benefits cannot exceed 40 percent of Direct Labor.

² Indirect Costs cannot exceed 10 percent of Direct Labor.

AGENCY STAFF COST	Design Phase		Construction Phase			TOTAL
	Engineering	Right of Way	Engineering	Construction Other	Contract	
Direct Labor						0.00
Payroll Benefits ¹						0.00
Indirect Costs ²						0.00
Agency Staff Cost Total	0.00	0.00	0.00	0.00	0.00	0.00

Payroll Benefit Percent **0.0%**

Indirect Cost Percent **0.0%**

PAID TO	Design Phase		Construction Phase			TOTAL	NOTES
	Engineering	Right of Way	Engineering	Construction Other	Contract		



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 1/9/2024

Agenda Number: 13-C

Action Item

Title: Resolution Authorizing the Mayor to “Task Order No. 2024-01” with HLA Engineering and Land Surveying, Inc., for Professional Services Related to the City’s East Goodlander Road / Lancaster Road Traffic Signal Project

From: Rocky Wallace, Public Works Director

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: \$93,800.00 for engineering services. (The City’s match for this project is \$13,880.00, a portion of which will be reimbursed to the City by the Selah School District. The actual costs for engaging a contractor to perform the work are not yet known, will be presented later, and will be separately acted upon by the City Council.)

Funding Source: 111, Street Improvement Fund

Background/Findings/Facts: The City’s East Goodlander Road / Lancaster Road Traffic Signal Project (Project) will construct a new traffic signal where one does not currently exist.

The entity of HLA Engineering and Land Surveying, Inc. (HLA) is one of the City’s contracted engineering firms and provides professional engineering services to the City on a project-by-project basis, because the City does not directly employ any engineer(s) on its staff. HLA is willing and able to provide the necessary engineering services on this Project. A written task order – labeled “Task Order No. 2024-01” – has been prepared, reflecting HLA’s expected maximum fees of \$93,800.00.

The attached proposed Resolution will, if approved, authorize the Mayor to sign Task Order No. 2024-01, so that work can commence on this Project forthwith.

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:
12/12/2023	Resolution No. 3067 authorizing the Mayor and Clerk/Treasurer to sign a one-page Washington State Transportation Improvements Board Project funding status form, Pertaining to the City's East Goodlander Road / Lancaster Road Traffic Signal Project
12/12/2023	Resolution No. 3066 Authorizing the Mayor to Sign a Five-Page Washington State Transportation Improvement Board Fuel Tax Grant Agreement 8-4-182(008)-1, Pertaining to the City's East Goodlander Road / Lancaster Road Traffic Signal Project
8/8/2023	Resolution No. 3038 Authorizing the Mayor to Sign a Transportation Improvements Board (TIB) Funding Application for the 2023 Urban Arterial Program for the East Goodlander Road / Lancaster Road Traffic Signal Project

RESOLUTION NO. 3077

RESOLUTION AUTHORIZING THE MAYOR SIGN "TASK ORDER NO. 2024-01" WITH HLA ENGINEERING AND LAND SURVEYING, INC., FOR PROFESSIONAL SERVICES RELATED TO THE CITY'S EAST GOODLANDER ROAD / LANCASTER ROAD TRAFFIC SIGNAL PROJECT

WHEREAS, the City desires – as part of its East Goodlander Road / Lancaster Road Traffic Signal Project (Project) – to construct a new traffic signal where one does not currently exist; and

WHEREAS, the entity of HLA Engineering and Land Surveying, Inc. (HLA) is one of the City's contracted engineering firms and provides professional engineering services to the City on a project-by-project basis pursuant to a previously-entered-into Contract for Professional Engineering Services, because the City does not directly employ any engineer(s) on its staff; and

WHEREAS, HLA is willing and able to provide the professional planning services that are necessary for this Project; and

WHEREAS, HLA has drafted a four-page "Task Order No. 2024-01", which recites HLA's scope of work and HLA's expected maximum fees of \$93,800.00; and

WHEREAS, the terms of Task Order No. 2024-01 are acceptable to City staff and City staff recommends that the City Council authorize the Mayor to sign it; and

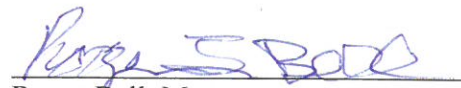
WHEREAS, the City Council finds that good causes exists;

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 four-page Task Order No. 2024-01 with HLA in the form appended hereto.

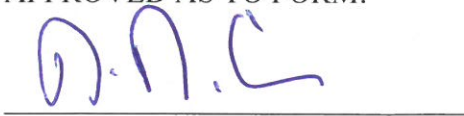
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 9th day of January, 2024.

ATTEST:


Kim Grimm, Clerk Treasurer


Roger Bell, Mayor

APPROVED AS TO FORM:


Rob Case, City Attorney

TASK ORDER NO. 2024-01

REGARDING GENERAL AGREEMENT BETWEEN THE CITY OF SELAH
AND
HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

PROJECT DESCRIPTION:

E. Goodlander Road/Lancaster Road Traffic Signal - CN
HLA Project No. 22205C

The City of Selah (CITY), in cooperation with the Selah School District, plans to make intersection improvements including a new traffic signal and widening of the entrance to the school parking lots to allow for a designated left-turn lane. The Selah School District contracted with HLA Engineering and Land Surveying, Inc. (HLA), for professional engineering and land surveying services to complete the design of the project. The CITY applied for and received a Transportation Improvement Board (TIB) Urban Arterial Program (UAP) award in the amount of \$612,810, requiring a local match of \$68,090, for a total project construction cost of \$680,900.

SCOPE OF SERVICES:

At the direction of the CITY, HLA shall provide bidding and construction engineering services for the E. Goodlander Road/Lancaster Road Traffic Signal - CN (PROJECT). HLA services shall include the following:

1.0 Bidding Services

- 1.1 Provide final plans and specifications to the CITY in electronic format suitable for printing and use at time of bid advertisement. It is anticipated HLA will prepare one (1) complete set of plans and specifications for one bid call; additional bid packages or re-bids will be considered additional services.
- 1.2 Prepare advertisement for bids. Coordinate with CITY on number and location of publications. All advertising fees to be paid by the CITY.
- 1.3 Post documents to HLA website and notify potential bidders, utility companies, and plan centers of PROJECT posting, and maintain planholder list.
- 1.4 Answer and supply information as requested by prospective bidders.
- 1.5 Prepare and issue addenda to contract documents, if necessary.
- 1.6 Attend bid opening and participate in the bid evaluation process.
- 1.7 Prepare summary of bids received and review bidder's qualifications and responsiveness.
- 1.8 Provide bid summary to TIB for review. Prepare an Updated Cost Estimate (UCE) and coordinate with TIB for authorization and final construction funding approval.
- 1.9 Make recommendation of award to the CITY for construction contract.

2.0 Construction Engineering

- 2.1 Following Council award authorization, prepare Notice of Award to the Contractor, assemble construction contract documents, and coordinate execution with the CITY and Contractor.
- 2.2 Review Contractor's submission of certificate of insurance and contract bond.

- 2.3 Coordinate and facilitate preconstruction meeting with the CITY, Contractor, private utilities, and affected agencies.
- 2.4 Prepare and transmit notice to proceed to Contractor.
- 2.5 Furnish a field survey crew to provide geometric control, including construction staking.
- 2.6 Furnish a qualified resident engineer (inspector) to observe construction for substantial compliance with plans and specifications and CITY Construction Standards.
- 2.7 Maintain record of materials (ROM) for duration of PROJECT.
- 2.8 Respond to contractor requests for information (RFI).
- 2.9 Interpret plans and specifications when necessary.
- 2.10 Prepare daily progress reports.
- 2.11 Prepare weekly statements of working days.
- 2.12 Create and maintain accurate construction documentation for the life of the PROJECT.
- 2.13 Ensure the CITY has all necessary files for audits.
- 2.14 Consult and advise the CITY during construction and make final review and report of the completed work with CITY representatives.
- 2.15 Review acceptance sampling and testing for construction materials.
- 2.16 Review Contractor's submission of samples and shop drawings.
- 2.17 Attend construction meetings anticipated once per week during the duration of improvements.
- 2.18 Perform measurement and computation of pay items.
- 2.19 Prepare and provide monthly progress estimates to the CITY and recommend progress payments for the Contractor.
- 2.20 Prepare proposed contract change orders and/or force account computations as required.
- 2.21 Conduct final walkthrough inspection with the Contractor, CITY, and HLA. Prepare and transmit punchlist to Contractor.
- 2.22 Prepare and furnish record drawings and field notes of completed work in accordance with PROJECT field records provided by the resident engineer.
- 2.23 Monitor the Contractor's compliance with state labor standards.
- 2.24 Assist the CITY with funding reimbursement requests and supporting documentation.
- 2.25 Coordinate testing scheduling with Contractor's material testing firm.
- 2.26 Prepare a final Updated Cost Estimate (UCE) and coordinate closeout with TIB.
- 2.27 Prepare and submit recommendation of PROJECT acceptance.
- 2.28 Prepare and submit Notice of Completion of Public Works Contract (NOC). Monitor lien releases from state agencies.

2.29 Notify CITY when retainage may be released.

3.0 Additional Services

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

4.0 Items to be Furnished and Responsibility of the CITY

The CITY will provide or perform the following:

- 5.1 Provide full information as to CITY requirements for the PROJECT.
- 5.2 Provide all available information pertinent to the PROJECT relative to completion of design and construction of the PROJECT.
- 5.3 Examine all documents presented by HLA and provide written decisions within a reasonable time so as not to delay the work of HLA.
- 5.4 Obtain approval of all required governmental authorities for the PROJECT, and approvals and consents from other individuals as necessary for completion of the PROJECT. Pay all review fees and costs associated with obtaining such approvals.
- 5.5 Pay for advertising, notices, or other publications as may be required.
- 5.6 Pay for all necessary permits and testing fees not paid by the Contractor.

TIME OF PERFORMANCE:

HLA will diligently pursue completion of the PROJECT as follows:

1.0 Bidding Services

- 1.1 HLA will assist the CITY to advertise the PROJECT for bids in January 2024. The typical duration for bidding services is three to four weeks from the first advertisement date to recommendation of award.

2.0 Construction Engineering

- 2.1 Construction engineering services shall begin upon construction contract award by the CITY to the lowest responsible bidder and extend through the completion of construction, and completion of as-constructed drawings.
- 2.2 It is anticipated that the physical construction of improvements will begin in July 2024. A maximum of thirty (30) working days has been assumed for the construction of the improvements, utilizing a standard 40-hour work week.
- 2.3 Should the Contractor be granted time extensions for construction completion due to recognized delays, requested additional work, and/or change orders, services during construction beyond the thirty (30) working days shall be considered additional services.

3.0 Additional Services

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

FEE FOR SERVICES:

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

1.0 Bidding Services

(Not reimbursable with TIB funding.)

All work for bidding services shall be performed on a time-spent basis at the normal hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses for maximum fee of \$5,000.00.


2.0 Construction Engineering

All work for construction engineering services shall be performed on a time-spent basis at the normal hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses for the estimated fee of \$88,800.00.

3.0 Additional Services

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

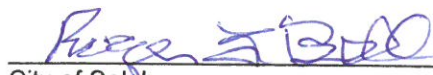
Proposed:



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

1/2/2024
Date

Approved:



City of Selah
Roger Bell, Mayor

1/9/24
Date

From: [Chris Scacco](#)
To: [Wallace, Rocky](#)
Cc: [Kevin McKay \(kevinmckay@selahschools.org\)](mailto:kevinmckay@selahschools.org)
Subject: Re: FW: E Goodlander Traffic Signal
Date: Wednesday, January 3, 2024 8:51:58 AM
Attachments: [image003.png](#)
[image004.jpg](#)

I have consulted with Kevin and are confirming the District will cover the match of \$73,090 for this project. We believe it will alleviate congestion for bus drop and pick up, but also will really help with the congestion associated with all the events happening in that area on city and SSD properties. Thanks again!

Make it a great day!

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

Go Viks!

On Wed, Jan 3, 2024 at 7:33 AM Wallace, Rocky <Rocky.Wallace@selahwa.gov> wrote:

Good Morning Chris,

I am taking the attached Task Order to Council for approval on the 9th. On page four you will see 1.0 Bidding Services and 2.0 Construction Engineering costs. The \$5000.00 bidding services is not reimbursable with TIB but 90% of the construction engineering is . The total anticipated match will be \$13,880.00.

Engineers estimate for the construction contract is \$592,120 with a match of \$59,210.00.

The anticipated total match for the project is \$73,090.00.

Please confirm that the District is happy to pay the match for the project.

Thank you,



From: Terry Alapeteri <talapeteri@hlcivil.com>
Sent: Tuesday, January 2, 2024 5:59 PM
To: Wallace, Rocky <Rocky.Wallace@selahwa.gov>
Subject: E Goodlander Traffic Signal

Rocky,

Attached for review and execution is the task order for construction services for the E Goodlander/Lancaster Traffic Signal project. The originals will be mailed. Let us know if you have any questions.



Terry Alapeteri, PE, Principal

HLA Engineering and Land Surveying, Inc.

2803 River Road, Yakima, WA 98902

Office: (509) 966-7000 | Cell: (509) 388-7996

talapeteri@hlcivil.com | www.hlcivil.com

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Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 1/9/2024

Agenda Number: 13-D

Action Item

Title: Resolution Declaring the Valleyview Avenue, South Third Street and Southern Avenue Improvements Project to be Complete and Accepting the Work and Materials

From: Rocky D. Wallace, Public Works Director

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: N/A

Funding Source: 111, Street Improvement Fund

Background/Findings/Facts: The City contracted with Midway Underground, LLC, to make certain street and sewer improvements in Valleyview Avenue, South Third Street and Southern Avenue. The contractor's scope of work is finished and all materials are in place. The City's retained engineering firm – HLA Engineering and Land Surveying, Inc. (HLA) – inspected the work and materials, and has not noticed any defects or deficiencies. The work appears to meet the contract specifications. Thus, HLA recommends that the City Council approve a Resolution that declares the project as complete and that accepts the work and materials.

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

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

Date:	Action Taken:
5/23/2023	Resolution No. 3015 authorizing the Mayor to sign "Change Order No. 2" with Midway Underground, LLC, relative to the City's Valleyview Avenue, South Thirds Street and Southern Avenue Improvements Project.
5/9/2023	Resolution No. 3013 authorizing the Mayor to sign Change Order No. 1 with Midway Underground, LLC, relative to the City's Valleyview Avenue, South Thirds Street and Southern Avenue Improvements Project.

- 4/28/2023 Resolution No. 3005 authorizing the Mayor to sign a two-page, letter-style agreement to extend the end date of the interlocal agreement previously entered into by the City via its Resolution No. 2852 with Yakima County Right-of-Way Department for acquisition services relative to the City's Valleyview Avenue, South Thirds Street and Southern Avenue Improvements Project.
- 4/11/2023 Resolution No. 2998 authorizing the Mayor to sign a Washington State Department of Transportation Local Agency Agreement Supplement No.4, to Deobligate half of the excess construction funding for the street portion of the City's Valleyview Avenue, South Third Street and Southern Avenue Improvements Project.
- 3/28/2023 Resolution No.2993 authorizing the Mayor to sign a Washington State Department of Transportation construction agreement GCB 3820 agreement, related to the City's Valleyview Avenue, South Third Street, and Southern Avenue Improvements Project
- 2/14/2023 Resolution No. 2984 authorizing the Mayor to sign a Washington State Department of Transportation Supplemental Agreement Number 1 to the Washington State Department of Transportation Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement, related to the City's Valleyview Avenue, South Third Street and Southern Avenue Improvements Project.
- 1/24/2023 Resolution No. 2970 authorizing the Mayor to sign a two-page Transportation Improvements Board Updated Cost Estimate, for the Valleyview Avenue, South Thirds Street and Southern Avenue Improvements Project.
- 1/24/2023 Resolution No. 2969 authorizing the Mayor to sign a contract with Midway Underground, LLC, related to the City's Valleyview Avenue, South Thirds Street and Southern Avenue Improvements Project.
- 9/13/2022 Resolution No. 2944 authorizing the Mayor to sign a Washington State Department of Transportation (WSDOT) Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement for the Valleyview Avenue/South Third Street/Southern Avenue Road Improvements Project.
- 8/23/2022 Resolution No. 2942 Authorizing the Mayor to sign a Washington State Department of Transportation (WSDOT) Local Agency Agreement Supplement Number 3, to Obligate Construction funding for the Valleyview/South Third Street/Southern Avenue Improvements Project.
- 8/23/2022 Resolution No. 2941 Authorizing the Mayor to sign a Washington State Department of Transportation (WSDOT) Local Agency Project Prospectus for the Valleyview/South Third Street/Southern Avenue Improvements Project.

- 12/14/2021 Resolution No. 2889 Authorizing the City Administrator to Sign the Approved Administrative Offer Summaries (AOS) for the Valleyview Ave, South Third Street, and Southern Avenue Improvement Projects
- 12/14/2021 Resolution No. 2888 Authorizing the Mayor to Sign a Washington State Transportation Improvement (TIB) Fuel Tax Grant Agreement P-E-182(P03)-1 For Valleyview Avenue, Third Street and Southern Avenue Improvements
- 11/23/2021 Resolution No. 2878 Authorizing the Mayor to Sign Task Order No. 2021-12 Between the City of Selah and HLA Engineering and Land Surveying, Inc., for Engineering and Surveying Services for the Valleyview Ave., South Third Street, Southern Avenue Sewer Improvement Project
- 7/27/2021 Resolution No.2861 Authorizing the Mayor to sign a Transportation Improvement Board (TIB) 2021 Urban Sidewalk Program Application for /Valleyview Avenue, Third Street, and Southern Avenue Improvements
- 6/08/2021 Resolution No. 2852 authorizing the Mayor to Sign an Interlocal Agency Agreement Between the City of Selah and Yakima County for Right-of-Way Acquisition Services for the Valleyview Avenue-South 3rd Street-Southern Avenue Reconstruction Projects
- 4/23/2019 Resolution No. 2733 Authorizing the Mayor to sign a Supplemental Agreement Number 3 with HLA Engineering and Land Surveying Inc. for Consultant Services for the Valleyview Ave. /Third St. /Southern Avenue improvement Project
- 4/23/2019 Resolution No. 2732 Authorizing the Mayor to sign the Washington State Department of Transportation (WSDOT) Local Agency Agreement Supplement Number 1 for the Valleyview/South Third Street/Southern Avenue Improvements Project
- 8/11/2015 Resolution No. 2479 Authorizing the Mayor to sign a letter to confirm continuing commitment to Project Match for the Valleyview Avenue/South Third Street/Southern Avenue Project's Right of Way and Construction phases.
- 12/10/2013 Resolution No. 2359 Authorizing the Mayor to Sign an Agreement for Certified Acceptance Services with Yakima County, Washington - STP Paving Project on Valleyview Avenue/South Third Street/Southern Avenue/South First Street
- 12/10/2013 Resolution No. 2356 Authorizing the Mayor to Sign a Local Agency Standard Consulting Agreement for Professional Municipal Engineering Services with Huibregtse, Louman Associates, Inc. for the Valleyview Avenue/South Third Street/Southern Ave/South First Street

- 7/9/2013 Resolution No. 2323 Adopting the Amended Six-Year Transportation Improvement Program for the Years 2013-2018 to Reflect the Funding Status Change to Secure the Purchase of a Clean Air Compliant Street Sweeper and Funding of the Valleyview Avenue to South Third
- 6/13/2013 Resolution No. 2319 Authorizing the Mayor to sign the Washington State Department of Transportation (WSDOT) Local Agency Federal Aid Project Prospectus for the Valleyview Avenue/South Third Street/Southern Avenue Road Improvements Project
- 6/13/2013 Resolution No. 2318 Authorizing the Mayor to sign the Washington State Department of Transportation (WSDOT) Local Agency Agreement for the Valleyview Avenue/South Third Street/Southern Avenue Road Improvements Project
- 1/22/2013 Resolution No. 2289 Authorizing the Mayor to Sign the 2013 Surface Transportation Program (STP) Funding Application for the South Selah Loop Improvement Project
- 1/8/2013 Council Study Session

RESOLUTION NO. 3078

RESOLUTION DECLARING THE VALLEYVIEW AVENUE, SOUTH THIRD STREET, AND SOUTHERN AVENUE IMPROVEMENTS PROJECT AS COMPLETE AND ACCEPTING THE WORK AND MATERIALS

WHEREAS, the City contracted with Midway Underground, LLC, to make certain street and sanitary sewer improvements in Valleyview Avenue, South Third Street, and Southern Avenue; and

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

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

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the project known as Valleyview Avenue, South Third Street, and Southern Avenue Improvements Project is declared as complete and the City accepts the work and materials.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 9th day of January, 2024.

ATTEST:



Kim Grimm, Clerk Treasurer



Roger Bell, Mayor

APPROVED AS TO FORM:



Rob Case, City Attorney



December 20, 2023

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

Attn: Rocky Wallace, Public Works Director

Re: City of Selah
Valleyview Avenue, Third Street, and Southern Avenue Improvements
HLA Project No.: 13125A-C, 21236C
Fed Aid Project No.: STPUS-4709(001)
Progress Estimate 07 & Final and Project Acceptance

Dear Rocky:

Enclosed is Progress Estimate No. 07 designated as the Final for work performed by Midway Underground, LLC through September 30, 2023 in connection with their contract on the above referenced project. The amount due the contractor is \$4,931.08, per the contract documents. We recommend this Final Progress Estimate be considered and accepted by the City of Selah Council.

This letter also serves as our recommendation for acceptance for the above referenced project by the City of Selah. We have reviewed the work performed by Midway Underground, LLC on this project and believe it has been completed satisfactorily. If everything is acceptable, please provide us with a copy of the City of Selah resolution authorizing project acceptance.

Once the project has been accepted as complete by the City of Selah, the required "Notice of Completion of Public Works Contract" will be completed by HLA and sent to the Department of Revenue, Department of Labor and Industries, and Employment Security Department in Olympia, on the City's behalf through our access to the City of Selah Labor and Industries Portal.

After acceptance of the project and when lien releases have been received from the Department of Labor and Industries, the Department of Revenue, and the Employment Security Department, this project will be considered physically complete.

The City of Selah has received the following from HLA Engineering and Land Surveying, Inc. (HLA):


- ❖ A Contractor signed punch list confirming all items identified during the final walkthrough were completed. HLA has verified and confirmed that all items were completed.
- ❖ A PDF set of Record Drawings.
- ❖ The Final Contract Voucher Certification signed by the contractor which states that all labor and materials furnished on this project have been paid for.

- ❖ The required project labor documentation including:
 - Requests to Sublet and Contractor Verifications for the Prime Contractor and all Subcontractors.
 - *A Statement of Intent to Pay Prevailing Wages and Affidavits of Wages Paid* approved by the Department of Labor and Industries for the Prime Contractor and all Subcontractors.
 - Certified Payroll reports for the Prime Contractor and all Subcontractors.

Our office will retain an electronic copy of all these files on the City's behalf, should you need them again.

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

Very truly yours,

 Digitally signed by Stephen S. Hazzard,
PE
DN: C=US, E=shazzard@hlaivil.com,
O="HLA Engineering and Land
Surveying, Inc.", CN="Stephen S.
Hazzard, PE"
Date: 2023.12.20 07:17:31-08'00'

Stephen S. Hazzard, PE

SSH/jld

Enclosures

Copy: Max Halberg – Midway Underground, LLC
Taylor Denny, Angie Ringer – HLA



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 1/9/2024

Agenda Number: 13-E

Action Item

Title: Resolution Adopting the City's Public Participation Plan for the Middle Housing Grant

From: Jeff Peters, City of Selah Community Development Supervisor

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: N/A

Funding Source: Washington State Department of Commerce Middle Housing Grant.

Background/Findings/Facts: During the development of the City's Housing Action Plan (HAP), and as a result of the numerous required development changes stipulated by the legislature, the Washington State Department of Commerce opened – during September 2023 – a complete grant application to fund cities' actions aimed at the development and implementation of Middle Housing development strategies and regulations. As directed by the City Council, the Planning Division and its Housing Consultant created the scope of work and applied for the Middle Housing Grant. On October 17, 2023, a grant award was made to the City in the amount of \$50,000.00. Following acceptance, the City Council adopted Resolution No. 3064 on December 12, 2023, authorizing the Mayor and City Administrator to sign the Commerce contract accepting the Middle Housing Grant funding. As a condition of the grant award, the City is required to adopt a Public Participation Plan ensuring broad dissemination of information about the procedures employed to complete the middle housing scope of work and providing for early and continuous opportunities for the public to participate in the update process in accordance with RCW 36.70A.035,.130(2)(a) and.140.

City staff has drafted a proposed Public Participation Plan. A copy is appended to this AIS, and City staff asks the City Council to adopt 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:
9/12/2023	City Council directed staff to apply for Middle Housing Grant
12/12/2023	City Council Resolution 3064 Commerce Grant Acceptance

RESOLUTION NO. 3079

RESOLUTION ADOPTING THE CITY'S PUBLIC PARTICIPATION PLAN FOR THE MIDDLE HOUSING GRANT

WHEREAS, the City exercises comprehensive land use planning pursuant to Washington's Growth Management Act (RCW Chapter 36.70A), and under that authority the City intends to complete the scope of work for the Middle Housing grant by June 2024; and

WHEREAS, RCW 36.70A.035 requires that reasonable public participation efforts be conducted whenever housing or development regulations are amended; and

WHEREAS, City staff has drafted a proposed Public Participation Plan, and the City Council finds that the proposed Plan is reasonably calculated to provide notice to property owners and other affected and interested individuals, government agencies, businesses, school districts and organizations, of the middle housing and development regulations scope of work; and

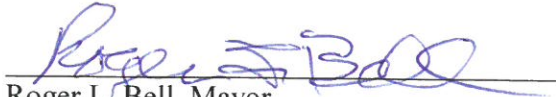
WHEREAS, the City Council further finds that the proposed Plan is intended to broadly disseminate information about the procedures employed to complete the middle housing scope of work and provides for early and continuous opportunities for the public to participate in the update process, consistent with RCW 36.70A.130(2)(a) and .140; and

WHEREAS, the City Council additionally finds that the proposed Plan is consistent with the intent and the procedures for completing the middle housing scope of work as described in the Selah Municipal Code; and

WHEREAS, the City Council concludes that the Plan should be adopted;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Public Participation Plan is adopted in the form attached hereto as "Exhibit A", and such Plan shall guide public participation efforts during completion of the middle housing scope of work.

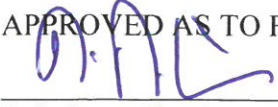
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 9th day of January, 2024.


Roger L. Bell, Mayor

ATTEST:


Kimberly Grimm, Clerk/Treasurer

APPROVED AS TO FORM:


Rob Case, City Attorney

“Exhibit A”

Public Participation Plan Selah Middle Housing Scope of Work

Introduction and background

The City of Selah middle housing scope of work is intended to be a guide regarding the update of the City's 2017 Comprehensive Plan and development regulations. The middle housing scope focuses on Future Land Use densities within the City's Comprehensive Plan Housing Element, housing types, products, and the modification and/or development of new regulations to accommodate the new housing types and densities.

Periodic review and update of the City's 2017 Comprehensive Plan Housing Element and development regulations is necessary to reflect current laws, local needs, new data, correct errors, and/or clarify intent particularly regarding House Bill 1110 on Middle Housing and House Bill 1337 on Accessory Dwelling Units. As the City of Selah continues to grow and change, the City's Comprehensive Plan Housing Element and development regulations are intended to change and reflect the needs and vision of the community.

The City of Selah recognizes that an effective participation process is a vital element in updating and implementation of the middle housing and development regulation scope of work regarding middle housing and accessory dwelling units. The Selah Public Participation Plan (PPP) is a document that guides the city on public outreach and outlines methods and resources used to do so. Selah is committed to providing opportunities to engage the public throughout the development of its middle housing and development regulations scope of work.

The PPP aids the City of Selah by providing a framework for information distribution, public notice, and input on key middle housing planning decisions. It is important to Selah to ensure local governments and agencies, state and federal partners, and the public are aware of the City's middle housing planning development regulation activities. This plan provides an outline of those activities.

The Washington State Growth Management Act (GMA) Revised Code of Washington (RCW) 36.70A, sets forth several state planning goals. Included in the statewide goals is RCW 36.70A.020 (11), which states in part, "Citizen Participation and coordination. Encourage the involvement of citizens in the planning process...". Citizen participation is further addressed in RCW 36.70A.035 Public Participation - Notice Provisions and 36.70A.140 Comprehensive Plan Housing Elements - Ensure Public Participation.

RCW 36.70A.140 of the GMA requires each City planning under the GMA to "establish and broadly disseminate to the public a public participation program". This section of the GMA further requires the city provide for "early and continuous public participation in the development" of the City's Comprehensive Plan Housing Element and any development regulation

amendments.

The development of the public participation program is a responsibility of the City of Selah if the program meets the requirements noted above. The Washington Administrative Code (WAC) 365-196- 600(3) provides recommendations for meeting the public participation requirements of the GMA.

Intended outcomes

The public participation effort is intended to achieve specific desired outcomes, which include:

- A public involvement process that provides clear information to the public on the purpose of middle housing and development regulations scope of work.
- Public meetings and events designed to provide opportunities for all interested parties to be heard, and for people to listen and learn from each other.
- Broad participation of all interested groups and individuals regardless of point of view.
- A transparent process which clearly documents all public input and makes it available for all to review.
- Improve the decision-making process to include the interests and needs of all stakeholders.

Early and continuous public involvement

The City of Selah is committed to encouraging early and continuous public involvement in the middle housing and development regulations scope of work. Methods to encourage public involvement include: a dedicated webpage on the City's website, consistent and regular notification to interested parties throughout the process, Planning Commission Meetings which are open to the public, Open Houses (hosted by the Planning Commission) to solicit public comments, and a Public Hearing before the Planning Commission.

The City of Selah website has a page designed to provide information on the middle housing and development regulations scope of work, post the proposed amendments as they are presented to the Planning Commission, and invite and encourage public comments. The website also provides an opportunity for people to sign up and receive email notifications when proposed amendments are added to the website and are available for review, as well as notification of upcoming Planning Commission and Council meetings where the proposed amendments will be discussed.

The Planning Commission will serve as the primary working group and advisory body for the middle housing and development regulations scope of work and will review and provide input on the planning process in a series of workshops before holding a Public Hearing. The Planning Commission meetings are typically held on the 1st and 3rd Tuesday of the month. These meetings are open to the public and provide an opportunity for public comment. Written and email comments received will also be provided to the Planning Commission for consideration.

A general open house will be conducted following the initial Planning Commission study sessions and prior to the issuance of a State Environmental

Policy Act (SEPA) Threshold Determination for any proposed amendments. The invitation to the Open House will be distributed through all public notification avenues available to the City including flyers, press releases, posting at City Hall and the Selah Library, the City's website, and email notification to established email lists.

A Public Hearing will be conducted by the Planning Commission to solicit public comments prior to forwarding a recommendation to the City Council.

Participation methods

Several recommendations for meeting the GMA public participation requirements are included in WAC 365-196-600(3.a), which emphasizes the importance of involving the broadest cross-section of the community into the planning process. Moreover, the WAC encourages jurisdictions to involve groups not previously involved in planning to become involved in the development of middle housing and the city's development regulation scope of work and process. The following are the events proposed for the City of Selah citizen participation process.

1. Communications programs and informational services - as staff and budgetary resources allow, the City will include the following citizen participation techniques in the City's citizen participation strategy:

a. Interest groups - including (i.e., Chamber of Commerce, Washington Home Builders Association, environmental agencies, neighborhoods, etc.) and arrange to meet and discuss relevant Comprehensive Plan issues.

b. Community workshops/open houses - including workshops hosted by the Planning Commission to encourage community participation in the completion of the middle housing and development regulations scope of work.

c. Press releases and public service announcements - including information to local newspapers,

2. Public meetings - including a series of public meetings hosted by the Planning Commission on the middle housing and development regulations scope of work to ensure that the city will meet the requirement for "early and continuous" public participation in the planning process.

3. Public hearings - to provide public notice that meets the requirements of RCW 36.70A.020, .035, and .140. The WAC also recommends that the City Council conduct a public hearing prior to final adoption of any recommendations resulting from the middle housing and development regulations scope of work.

4. Written comment - with continuous opportunities for citizens to provide written comment. Written comments may be in the form of letters and other correspondence to the city regarding the middle housing scope of work or comments received electronically on the City's website.

5. Tracking events and actions - with a log of all public participation meetings, events, and actions that the city engages in to provide documentation on the City's effort to meet the requirements of the GMA.

Broad and effective noticing

The public participation requirements of the Revised Code of Washington (RCW) and the Washington Administrative Code (WAC) include notice procedures that are reasonably calculated to provide notice to property owners and other affected and interested individuals of proposed amendments to the Comprehensive Plan Housing Element and development regulation. Examples of notice provisions include:

1. Posting notice at City Hall and the Selah City Library.
2. Publishing a notice in the Selah Journal and Yakima Herald, the City's designated newspaper of general circulation.
3. Notifying public or private groups with known interest in a certain proposal or in the type of proposal being considered.
4. Press release notifying local papers/publications/ news and media outlets such as the Yakima Herald and Selah Journal newspapers.
5. Sending notice to agency mailing lists, including general lists or lists for specific proposals or subject areas.

In addition to the noticing techniques listed above, the city will maintain a dedicated page on the City's website on the middle housing and development regulations scope of work, which may include meeting agendas, minutes, staff reports, etc.



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 1/9/2024

Agenda Number: 13-F

Choose an item.

Title: Resolution Authorizing the Mayor to Sign an Updated Authorization Form For Investment of City of Selah Monies in the Local Government Investment Pool (LGIP)

From: Kimberly Grimm, Clerk/Treasurer

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: N/A

Funding Source: N/A

Background/Findings/Facts: The State Treasurer requires all participant's in the Local Government Investment Pool (LGIP) to provide a new authorization Resolution stating that they have read and understood the new Prospectus for participation in the LGIP

Recommended Motion: I move to approve the resolution as presented

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

Date:	Action Taken:
5/14/2014	City Council approved Resolution No. 2396 authorizing the Mayor to sing an updated authorization form for the Investment of City of Selah Monies in the Local Government Investment Pool (LGIP)
12/28/2010	City Council approved Resolution No. 2134 authorizing the Mayor to sign an updated authorization form for the Investment of City Selah Monies in the Local Government Investment Pool (LGIP)
10/8/1991	City Council approve Resolution No. 949 authorizing Investment of the City of Selah Monies in the Local Government Investment Pool

RESOLUTION NO. 3080

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN UPDATED
AUTHORIZATION FORM FOR INVESTMENT OF CITY OF SELAH MONIES IN THE
LOCAL GOVERNMENT INVESTMENT POOL

WHEREAS, pursuant to Chapter 294, Laws of 1986, the Legislature created a trust fund to be known as the public funds investment account (commonly referred to as the Local Government Investment Pool (LGIP)) for the contribution and withdrawal of money by an authorized governmental entity for purposes of investment by the Office of the State Treasurer; and

WHEREAS, from time to time it may be advantageous to the authorized governmental entity, City of Selah, the "governmental entity", to contribute funds available for investment in the LGIP; and

WHEREAS, the investment strategy for the LGIP is set forth in its policies and procedures; and

WHEREAS, any contributions or withdrawals to or from the LGIP made on behalf of the governmental entity shall be first duly authorized by the City of Selah Council, the "governing body" or any designee of the governing body pursuant to this resolution, or a subsequent resolution; and

WHEREAS the governmental entity will cause to be filed a certified copy of said resolution with the Office of the State Treasurer; and

WHEREAS the governing body and any designee appointed by the governing body with authority to contribute or withdraw funds of the governmental entity has received and read a copy of the prospectus and understands the risks and limitations of investing in the LGIP; and

WHEREAS, the governing body attest by the signature of its members that it is duly authorized and empowered to enter into this agreement, to direct the contribution or withdrawal of governmental entity monies, and to delegate certain authority to make adjustments to the incorporated transactional forms, to the individuals designated herein.

NOW THEREFORE, BE IT RESOLVED that the governing body does hereby authorize the contribution and withdrawal of governmental entity monies in the LGIP in the manner prescribed by law, rule, and prospectus.

BE IT FURTHER RESOLVED that the governing body has approved the Local Government Investment Pool Transaction Authorization Form (Form) as completed by the City Clerk-Treasurer and incorporates said form into this resolution by reference and does hereby attest to its accuracy.

BE IT FURTHER RESOLVED that the governmental entity designates the Clerk-Treasurer, the "authorized individual" to authorize all amendments, changes or alterations for the


Form or any other documentation including the designation of other individuals to make contributions and withdrawals on behalf of the governmental entity.

BE IT FURTHER RESOLVED that this delegation ends upon the written notice, by any method set forth in the prospectus, of the governing body that the authorized individual has been terminated or that his or her delegation has been revoked. The Office of the State Treasurer will rely solely on the governing body to provide notice of such revocation and is entitled to rely on the authorized individual's instructions until such time as said notice has been provided.

BE IT FURTHER RESOLVED that the Form as incorporated into this resolution or hereafter amended by delegated authority, or any other documentation signed or otherwise approved by the authorized individual shall remain in effect after revocation of the authorized individual's delegated authority, except to the extent that the authorized individual whose delegation has been terminated shall not be permitted to make further withdrawals or contributions to the LGIP on behalf of the governmental entity. No amendments, changes or alterations shall be made to the Form or any other documentation until the entity passes a new resolution naming a new authorized individual; and


BE IT FURTHER RESOLVED that the governing body acknowledges that it has received, read and understood the prospectus as provided by the Office of the State Treasurer. In addition, the governing body agrees that a copy of the prospectus will be provided to any person delegated or otherwise authorized to make contributions or withdrawals into or out of the LGIP and that said individuals will be required to read the prospectus prior to making any withdrawals or contributions or any further withdrawals or contributions if authorizations are already in place.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH,
WASHINGTON this 9th day of January, 2024.



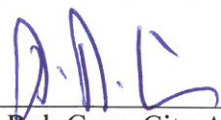
Roger Bell, Mayor

ATTEST:



Kimberly Grimm, Clerk Treasurer

APPROVED AS TO FORM:



Rob Case, City Attorney

RESOLUTION NO. 3080



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 1/9/2024

Agenda Number: 13-6

Action Item

Title: Resolution Authorizing the Mayor to Sign and Transmit a Contractual Purchase Offer on Three Real Estate Properties, Authorizing Staff to Engage an Escrow Company, Authorizing Staff to Deliver the Purchase Funds and Additional Closing Funds to the Escrow Company, and Authorizing the Mayor and Staff to Perform and Approval Other Necessary Actions to Effectuate Closing of the Contemplated Transaction

From: Rob Case, City Attorney & Rich Huebner, City Administrator

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: \$950,000.00 as the purchase price; up to an additional \$50,000.00 toward closing costs

Funding Source: 001 General Fund (but with the majority of the purchase price being reimbursed out of federal ARPA monies that the City has been awarded)

Background/Findings/Facts: The City is, and for some time has been, renting space for its Police Station. The City is renting two parcels and is also using a portion of a third parcel. Specifically, the three parcels are identified as Yakima County Assessor Parcel Numbers 181301-23404, 181301-23405 and 181301-23406.

The City's current lease is set to expire at the end of 2024. For various reasons, the City does not desire to enter into a new lease – either at the present location or a different location. City staff has, over the past several months, negotiated with the owner of the properties regarding a potential purchase-and-sale transaction of the current location. The current location is not a suitable permanent location for the Police Station, due to size limitations and other considerations. However, there are multiple reasons – both financial and practical – why purchasing the current location makes sense. The financial reasons include, but are not limited to, that the bulk of the purchase price can be reimbursed out of federal American Rescue Plan Act (ARPA) monies that the City has been awarded, that the City will no longer have to make rent payments if it becomes the owner, and that the aggregate contemplated purchase price is reasonable. The practical reasons include, but are not limited to, that it will be at least a couple years until a new Police Station can be built at a permanent location and that voter approval of a bond will be necessary for that to occur.

The negotiations are effectively concluded and a proposal has been generated for consideration, and an up-or-down vote, by the City Council. Submitted with the instant AIS is a seventeen-page preprinted form Commercial & Investment Real Estate Purchase & Sale Agreement that has been filled in and modified by City staff, with inapplicable provisions having been crossed out so as to remove them from the Agreement and ill-fitting provisions having been modified by interlineation handwritten remarks so as to conform them to the negotiated particulars. Although labeled "Agreement", the document would – if signed and transmitted by the Mayor – actually constitute a formal contractual purchase offer that would be capable of acceptance by the current owner. If it is accepted by the current owner, it would then transform into a binding contract.

Also appended to the instant AIS is a multipart proposed Resolution. If approved, such Resolution will authorize the Mayor to sign and transmit the Agreement/offer. It will also authorize the Mayor and City staff to undertake several other tasks that will be necessary to effectuate closing of the contemplated transaction.

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

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

Date: **Action Taken: None**

RESOLUTION NO. 3081

RESOLUTION AUTHORIZING THE MAYOR TO SIGN AND TRANSMIT A CONTRACTUAL PURCHASE OFFER ON THREE REAL ESTATE PROPERTIES, AUTHORIZING STAFF TO ENGAGE AN ESCROW COMPANY, AUTHORIZING STAFF TO DELIVER THE PURCHASE FUNDS AND ADDITIONAL CLOSING FUNDS TO THE ESCROW COMPANY, AND AUTHORIZING THE MAYOR AND STAFF TO PERFORM AND APPROVE OTHER NECESSARY ACTIONS TO EFFECTUATE CLOSING OF THE CONTEMPLATED TRANSACTION

WHEREAS, the City desires to purchase three real estate properties whereon the Police Station is currently located, specifically identified as Yakima County Assessor Parcel Numbers 181301-23404, 181301-23405 and 181301-23406, two of which the City has been leasing as a tenant for period of years and the third of which the City has also been partly using for parking lot purposes by permission; and

WHEREAS, negotiations between City staff and the attorney of the owner of such properties have been ongoing for several months, regarding a potential purchase-and-sale transaction for the three properties and all improvements thereon and all rights and personal properties associated therewith; and

WHEREAS, such negotiations have included discussions about, among other things, an aggregate price and payment of closing costs; and

WHEREAS, a seventeen-page preprinted form Commercial & Investment Real Estate Purchase & Sale Agreement has been filled in and modified by City staff, with inapplicable provisions having been crossed out so as to remove them from the Agreement and ill-fitting provisions having been modified by interlineation handwritten remarks so as to conform them to the negotiated particulars; and

WHEREAS, the filled-in-and-as-modified seventeen-page Agreement specifies, among other things, that the City would pay an aggregate purchase price of \$950,000.00 and that the City would also pay excise taxes and other closing costs (which, combined, City staff contemplates will likely not exceed \$50,000.00 and could prove to be closer to \$30,000.00); and

WHEREAS, the Mayor and City staff have requested the City Council's authorization for the filled-in-and-as-modified seventeen-page Agreement to be signed by the Mayor and transmitted to the owner of the properties, so as to constitute a formal purchase offer from the City that is capable of acceptance by the owner; and

WHEREAS, the Mayor and City staff have also requested the City's Council's authorization to engage, when appropriate, an escrow company to prepare for and then effectuate closing of the contemplated transaction; and

WHEREAS, the Mayor and City staff have further requested the City Council's authorization to deliver, when appropriate, the purchase funds (\$950,000.00) and funds for application toward

closing costs (\$50,000.00) to the escrow company to then be held pending closing, used to effectuate the purchase, and with any remainder then being refunded to the City; and

WHEREAS, the Mayor and City staff have yet further requested the City Council's authorization for the Mayor and City staff to perform and approve other necessary actions to effectuate the future closing, including but not limited to: drafting and approval of escrow instructions; review and approval of a title report and title insurance policy; drafting, approval and receipt of one or more Statutory Warranty Deed(s); drafting and approval of one or more Excise Tax Affidavit(s); drafting and approval of a simple contract addendum to negate the remaining duration on the existing lease between the City as tenant and the owner as landlord for two of the three properties, which shall be signed by the landlord; drafting and approval of a simple contractual transfer of interest as to the landlord's position on an existing lease with a third-party tenant who presently occupies one of the properties, which will make the City the new landlord for such third-party; and drafting, approval and signing, on behalf of the City, any minor contractual amendments or additions that prove necessary and that do not require the City to spend any additional funds; and

WHEREAS, as stated above, the subject three properties are currently used for the City's Police Station; the City intends to continue using the properties in such respect for a few more years at most, and then intends to repurpose the properties for another City use or a future sale, because the properties and improvements thereon are not sufficient to serve as a permanent location for the Police Station due to size restraints and other considerations; and City officials intend to request the voters' approval of a bond within the next few years to enable a new Police Station to be designed and then constructed elsewhere; and

WHEREAS, purchasing the properties makes good financial sense for multiple reasons, even though, as stated above, they and the improvements thereon are not sufficient to serve as a permanent location for a Police Station; and such reasons include: (a) that the overall aggregate price is reasonable; (b) that as a tenant, the City has been paying substantial sums to lease the properties and to cover all triple-net expenses; (c) that the City's existing lease is set to expire at the end of 2024, and if the City did not purchase the properties it would have to try to negotiate a new lease and, if successful in that regard, would likely become obligated for paying rental costs for at least three additional years at graduated-increasing rates that are greater than what the City has historically been paying as a tenant; (d) that there is a third-party tenant who occupies a portion of one of the properties, and by becoming the owner and landlord of that property the City will receive future rental payments from that third-party; (e) that the City is intimately familiar with these properties and is already operating its Police Station thereon, and thus can avoid the complexities, interruptions and expenses of perhaps trying to relocate the Police Department to a temporary location following conclusion of the current lease until a new Police Station can be built at a permanent location following the voters' future passage of a bond; and (f) that the bulk of the purchase funds will be reimbursed out of federal American Rescue Plan Act (ARPA) monies that the City has been awarded, which monies are restricted on how they can be used, will be forever forfeited if not allocated by a soon-approaching deadline, and can be allocated and applied toward this purchase; and

WHEREAS, the City Council finds that good cause exists to grant all requested authorizations, to extend the purchase offer (via the filled-in-and-as-modified "Agreement" document), and to


prepare for and then proceed with future closing of the transaction;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, (a) that the Mayor be and is authorized to sign the filled-in-and-as-modified seventeen-page Commercial & Investment Real Estate Purchase & Sale Agreement in the form appended hereto; (b) that the Mayor be and is authorized to transmit such signed "Agreement" document to the owner of the properties, so as to constitute a purchase offer from the City that is capable of acceptance by the owner; (c) that the Mayor and City staff be and are authorized to engage an escrow company to prepare for and then effectuate closing of the contemplated transaction, assuming that the owner accepts the City's purchase offer; (d) that City staff be and are authorized to deliver the purchase funds (\$950,000.00) and funds for application toward closing costs (\$50,000.00) to the escrow company to then be held pending closing, used to effectuate the purchase, and with any remainder then being refunded to the City; and (e) that the Mayor and City staff be and are authorized to perform and approve other necessary actions to effectuate the future closing.

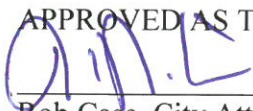
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 9th day of January, 2024.



Roger Bell, Mayor

ATTEST:


Kimberly Grimm, Clerk/Treasurer

APPROVED AS TO FORM:


Rob Case, City Attorney



COMMERCIAL & INVESTMENT REAL ESTATE
PURCHASE & SALE AGREEMENT

SPECIFIC TERMS

Reference Date _____

Offer Expiration Date: _____ 5 00pm (the third day after Reference Date if not completed)

1. PROPERTY The Property is legally described on Exhibit A. Address 617 S. 1ST ST.
City of SELAM County Washington Tax Parcel No(s) 181301-23404 & -23405 & -23406
Included Personal Property: None If on and used in connection with the Property per Section 25 (None, if not completed)
2. BUYER(S) CITY OF SELAM
a(n) MUNICIPAL CORPORATION
3. SELLER(S) RONIMO, LLC
a(n) FOR-PROFIT COMPANY FORMED UNDER WA LAW; UBI # 602-881-034
4. PURCHASE PRICE: \$ 950,000 Dollars
Payable as: Cash, Financing (attach CBA Form PS_FIN), Other _____
5. EARNEST MONEY: \$ N/A Dollars. Held by Selling Firm, Closing Agent
Form of Earnest Money: Wire/Electronic Transfer Check, Note (attach CBA Form PS_EMN), Other _____
Earnest Money Due Date _____ days after Mutual Acceptance _____ days after the Feasibility Contingency Date or _____
6. FEASIBILITY CONTINGENCY DATE: N/A (30 days after Mutual Acceptance if not completed)
7. CLOSING DATE JAN 31, 2024 _____ days after _____
8. CLOSING AGENT: (BUYER'S CHOICE)
9. TITLE INSURANCE COMPANY: (BUYER'S CHOICE)
10. DEED Statutory Warranty Deed, or Bargain and Sale Deed
11. POSSESSION: On closing Other _____ (on closing if not completed)
12. SELLER CITIZENSHIP (FIRPTA) Seller is is not a foreign person for purposes of U.S. income taxation
13. BUYER'S DEFAULT (check only one) Forfeiture of Earnest Money, Seller's Election of Remedies
14. SELLER'S DEFAULT (check only one) Recover Earnest Money or Specific Enforcement, Buyer's Election of Remedies
15. UNPAID UTILITIES: Buyer and Seller Do Not Waive (attach CBA Form UA), Waive
16. AGENCY DISCLOSURE: Selling Broker represents Buyer, Seller, both parties, neither party
Listing Broker represents Seller, both parties NEITHER PARTY HAS A REALTOR
17. EXHIBITS AND ADDENDA. The following Exhibits and Addenda are made a part of this Agreement

<input type="checkbox"/> Earnest Money Promissory Note, CBA Form EMN	<input type="checkbox"/> FIRPTA Certification, CBA Form 22E
<input type="checkbox"/> Blank Promissory Note, LPB Form No. 28A	<input type="checkbox"/> Assignment and Assumption, CBA Form PS-AS
<input type="checkbox"/> Blank Short Form Deed of Trust, LPB Form No. 20	<input type="checkbox"/> Addendum/Amendment, CBA Form PSA
<input type="checkbox"/> Blank Deed of Trust Rider, CBA Form DTR	NO ADDENDA
<input type="checkbox"/> Utility Charges Addendum, CBA Form UA	

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- Back-Up Addendum: CBA Form BU-A
- Vacant Land Addendum: CBA Form VLA
- Financing Addendum: CBA Form PS_FIN
- Tenant Estoppel Certificate: CBA Form PS_TEC
- Defeasance Addendum: CBA Form PS_D
- Lead-Based Paint Disclosure: CBA Form LP-LS
- Other _____
- Other _____

NO ADDENDA

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18. IDENTIFICATION OF THE PARTIES. The following is the contact information for the parties involved in this Agreement

<u>Buyer(s):</u>	<u>Seller(s):</u>
Contact: <u>RICH HUEBNER</u>	Contact: _____
Address: <u>115 W. NACHES AVE, 98942</u>	Address: _____
Business Phone: <u>509 698-7328</u>	Business Phone: _____
Cell Phone: <u>509 379-1262</u>	Cell Phone: _____
Fax: <u>509-698-7338</u>	Fax: _____
Email: <u>RICH.HUEBNER@SELAHWA.GOV</u>	Email: _____

Selling Firm
 Name: N/A
 Assumed Name: _____
 Selling Broker: _____
 Selling Broker DOL License No.: _____
 Firm Address: _____
 Firm Phone: _____
 Broker Phone: _____
 Firm Email: _____
 Broker Email: _____
 Fax: _____
 CBA Office No.: _____
 Selling Firm DOL License No.: _____

Listing Firm
 Name: N/A
 Assumed Name: _____
 Listing Broker: _____
 Listing Broker DOL License No.: _____
 Firm Address: _____
 Firm Phone: _____
 Broker Phone: _____
 Firm Email: _____
 Broker Email: _____
 Fax: _____
 CBA Office No.: _____
 Listing Firm DOL License No.: _____

Copy of Notices to Buyer to:
 Name: ROB CASE
 Company: CITY OF SELAH
 Address: 115W. NACHES AVE., 98942
 Business Phone: 509-698-7330
 Fax: 509-698-7338
 Cell Phone: _____
 Email: ROB.CASE@SELAHWA.GOV

Copy of Notices to Seller to:
 Name: _____
 Company: _____
 Address: _____
 Business Phone: _____
 Fax: _____
 Cell Phone: _____
 Email: _____

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GENERAL TERMS

- 19. **Purchase and Sale.** Buyer agrees to buy and Seller agrees to sell the commercial real estate identified in Section 1 as the Property and all improvements thereon. Unless expressly provided otherwise in this Agreement or its Addenda, the Property shall include (i) all of Seller's rights, title and interest in the Property, (ii) all easements and rights appurtenant to the Property, (iii) all buildings, fixtures, and improvements on the Property, (iv) all unexpired leases and subleases; and (v) all included personal property.
- 20. **Acceptance; Counteroffers.** If this offer is not timely accepted, it shall lapse and the earnest money shall be refunded to Buyer. If either party makes a future counteroffer, the other party shall have until 5:00 p.m. on the _____ day (if not filled in, the second day) following receipt to accept the counteroffer, unless sooner withdrawn. If the counteroffer is not timely accepted or countered, this Agreement shall lapse and the earnest money shall be refunded to Buyer. No acceptance, offer or counteroffer from Buyer is effective until a signed copy is received by Seller, the Listing Broker or the licensed office of the Listing Broker. No acceptance, offer or counteroffer from Seller is effective until a signed copy is received by Buyer, the Selling Broker or the licensed office of the Selling Broker. "Mutual Acceptance" shall occur when the last counteroffer is signed by the offeree, and the fully-signed counteroffer has been received by the offeror, his or her broker, or the licensed office of the broker. If any party is not represented by a broker, then notices must be delivered to that party and shall be effective when received by that party.
- 21. ~~**Earnest Money.** Selling Broker and Selling Firm are authorized to transfer Earnest Money to Closing Agent as necessary. Selling Firm shall deposit any check to be held by Selling Firm within 3 days after receipt or Mutual Acceptance, whichever occurs later. If the Earnest Money is to be held by Selling Firm and is over \$10,000, it shall be deposited to: the Selling Firm's pooled trust account (with interest paid to the State Treasurer); or a separate interest bearing trust account in Selling Firm's name, provided that Buyer completes an IRS Form W-9 (if not completed, separate interest bearing trust account). The interest, if any, shall be credited at closing to Buyer. If this sale fails to close, whoever is entitled to the Earnest Money is entitled to interest. Unless otherwise provided in this Agreement, the Earnest Money shall be applicable to the Purchase Price.~~
- 22. **Title Insurance.** ~~- a. **Title Report.** Seller authorizes Buyer, its Lender, Listing Broker, Selling Broker or Closing Agent, at Seller's expense, to apply for and deliver to Buyer a standard coverage owner's policy of title insurance from the Title Insurance Company. Buyer shall have the discretion to apply for an extended coverage owner's policy of title insurance and any endorsements, provided that Buyer shall pay the increased costs associated with an extended policy including the excess premium over that charged for a standard coverage policy, the cost of any endorsements requested by Buyer, and the cost of any survey required by the title insurer. If Seller previously received a preliminary commitment from a title insurer that Buyer declines to use, Buyer shall pay any cancellation fee owing to the original title insurer. Otherwise, the party applying for title insurance shall pay any title cancellation fee, in the event such a fee is assessed.
 - b. **Permitted Exceptions.** Buyer shall notify Seller of any objectionable matters in the title report or any supplemental report within the earlier of (a) _____ days (20 days if not completed) after receipt of the preliminary commitment for title~~

921 OMITTED
922a OMITTED; BUYER WILL PAY FOR TITLE INSURANCE

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 Buyer _____ Date _____ Seller _____ Date _____



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22b OMITTED

insurance; or (b) the Feasibility Contingency Date. This Agreement shall terminate and Buyer shall receive a refund of the earnest money, less any costs advanced or committed for Buyer, unless within five (5) days of Buyer's notice of such objections Seller shall give notice, in writing, of its intent to remove all objectionable provisions before Closing. If Seller fails to give timely notice that it will clear all disapproved objections, this Agreement shall automatically terminate and Buyer shall receive a refund of the earnest money, less any costs advanced or committed for Buyer, unless Buyer notifies Seller within three (3) days that Buyer waives any objections which Seller does not agree to remove. If any new title matters are disclosed in a supplemental title report, then the preceding termination, objection and waiver provisions shall apply to the new title matters except that Buyer's notice of objections must be delivered within three (3) days of receipt of the supplemental report by Buyer and Seller's response or Buyer's waiver must be delivered within two (2) days of Buyer's notice of objections. The Closing Date shall be extended to the extent necessary to permit time for these notices. Buyer shall not be required to object to any mortgage or deed of trust liens, or the statutory lien for real property taxes, and the same shall not be deemed to be Permitted Exceptions; provided, however, that the lien securing any financing which Buyer has agreed to assume shall be a Permitted Exception. Except for the foregoing, those provisions not objected to or for which Buyer waived its objections shall be referred to collectively as the "Permitted Exceptions." Seller shall reasonably cooperate with Buyer and the title company to clear objectionable title matters and shall provide an affidavit containing the information and reasonable covenants requested by the title company. The title policy shall contain no exceptions other than the General Exclusions and Exceptions common to such form of policy and the Permitted Exceptions.

22c OMITTED; BUYER WILL PAY FOR TITLE INSURANCE

c. **Title Policy.** At Closing, Buyer shall receive an ALTA Form 2006 Owner's Policy of Title Insurance with standard or extended coverage (as specified by Buyer) dated as of the Closing Date in the amount of the Purchase Price, insuring that fee simple title to the Property is vested in Buyer, subject only to the Permitted Exceptions ("Title Policy"), provided that Buyer acknowledges that obtaining extended coverage may be conditioned on the Title Company's receipt of a satisfactory survey paid for by Buyer. If Buyer elects extended coverage, then Seller shall execute and deliver to the Title Company on or before Closing the such affidavits and other documents as the Title Company reasonably and customarily requires to issue extended coverage.

23. **Feasibility Contingency.** Buyer's obligations under this Agreement are conditioned upon Buyer's satisfaction, in Buyer's sole discretion, concerning all aspects of the Property, including its physical condition; the presence or absence of any hazardous substances; the contracts and leases affecting the Property; the potential financial performance of the Property; the availability of government permits and approvals; and the feasibility of the Property for Buyer's intended purpose. This Agreement shall terminate and Buyer shall receive a refund of the earnest money unless Buyer gives notice that the Feasibility Contingency is satisfied to Seller before 5:00pm on the Feasibility Contingency Date. If such notice is timely given, the feasibility contingency shall be deemed to be satisfied and Buyer shall be deemed to have accepted and waived any objection regarding any aspects of the Property as they exist on the Feasibility Contingency Date.

23 OMITTED

a. **Books, Records, Leases, Agreements.** Within _____ days (3 days if not filled in) Seller shall deliver to Buyer or post in an online database maintained by Seller or Listing Broker, to which Buyer has been given unlimited access, true, correct

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¶ 23a OMITTED

and complete copies of all documents in Seller's possession or control relating to the ownership, operation, renovation or development of the Property, excluding appraisals or other statements of value, and including the following: statements for real estate taxes, assessments, and utilities for the last three years and year to date; property management agreements and any other agreements with professionals or consultants; leases or other agreements relating to occupancy of all or a portion of the Property and a suite-by-suite schedule of tenants, rents, prepaid rents, deposits and fees; plans, specifications, permits, applications, drawings, surveys, and studies; maintenance records, accounting records and audit reports for the last three years and year to date; any existing environmental reports; any existing surveys; any existing inspection reports; and "Vendor Contracts" which shall include maintenance or service contracts, and installments purchase contracts or leases of personal property or fixtures used in connection with the Property. Buyer shall determine by the Feasibility Contingency Date: (i) whether Seller will agree to terminate any objectionable Vendor Contracts; and (ii) whether Seller will agree to pay any damages or penalties resulting from the termination of objectionable Vendor Contracts. Buyer's waiver of the Feasibility Contingency shall be deemed Buyer's acceptance of all Vendor Contracts which Seller has not agreed in writing to terminate. Buyer shall be solely responsible for obtaining any required consents to such assumption and the payment of any assumption fees. Seller shall cooperate with Buyer's efforts to receive any such consents but shall not be required to incur any out-of-pocket expenses or liability in doing so. Any information provided or to be provided by Seller with respect to the Property is solely for Buyer's convenience and Seller has not made any independent investigation or verification of such information (other than that the documents are true, correct, and complete, as stated above) and makes no representations as to the accuracy or completeness of such information, except to the extent expressly provided otherwise in this Agreement. Seller shall transfer the Vendor Contracts as provided in Section 25.

¶ 23b OMITTED

b. **Access.** Seller shall permit Buyer and its agents, at Buyer's sole expense and risk, to enter the Property at reasonable times subject to the rights of and after legal notice to tenants, to conduct inspections concerning the Property, including without limitation, the structural condition of improvements, hazardous materials, pest infestation, soils conditions, sensitive areas, wetlands, or other matters affecting the feasibility of the Property for Buyer's intended use. Buyer shall schedule any entry onto the Property with Seller in advance and shall comply with Seller's reasonable requirements including those relating to security, confidentiality, and disruption of Seller's tenants. Buyer shall not perform any invasive testing including environmental inspections beyond a phase I assessment or contact the tenants or property management personnel without obtaining Seller's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. Buyer shall restore the Property and all improvements to substantially the same condition they were in prior to inspection. Buyer shall be solely responsible for all costs of its inspections and feasibility analysis and has no authority to bind the Property for purposes of statutory liens. Buyer agrees to indemnify and defend Seller from all liens, costs, claims, and expenses, including attorneys' and experts' fees, arising from or relating to entry onto or inspection of the Property by Buyer and its agents, which obligation shall survive closing. Buyer may continue to enter the Property in accordance with the terms and

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conditions set forth in this Section 23 after removal or satisfaction of the Feasibility Contingency only for the purpose of leasing or to satisfy conditions of financing.

~~§ 23c OMITTED~~

- c. (check if applicable) **Access Insurance.** Notwithstanding anything in this Section 23 to the contrary, prior to entering the Property and while conducting any inspections pursuant to subsection (b) above, Buyer shall, at no cost or expense to Seller: (a) procure and maintain commercial general liability (occurrence) insurance in an amount no less than \$2,000,000 on commercially reasonable terms adequate to insure against all liability arising out of any entry onto or inspections of the Property that lists Seller and Tenant as additional insureds; and (b) deliver to Seller prior to entry upon the Property certificates of insurance for Buyer and any applicable agents or representatives evidencing such required insurance.
- d. Buyer waives, to the fullest extent permissible by law, the right to receive a seller disclosure statement (e.g. "Form 17") if required by RCW 64.06 and its right to rescind this Agreement pursuant thereto. However, if Seller would otherwise be required to provide Buyer with a Form 17, and if the answer to any of the questions in the section of the Form 17 entitled "Environmental" would be "yes," then Buyer does not waive the receipt of the "Environmental" section of the Form 17 which shall be provided by Seller.

~~§ 23d OMITTED~~

24. Conveyance. Title shall be conveyed subject only to the Permitted Exceptions. If this Agreement is for conveyance of Seller's vendee's interest in a Real Estate Contract, the deed shall include a contract vendee's assignment sufficient to convey after-acquired title. At Closing, Seller and Buyer shall execute and deliver to Closing Agent CBA Form PS-AS Assignment and Assumption Agreement transferring all leases and Vendor Contracts assumed by Buyer pursuant to Section 25(b) and all intangible property transferred pursuant to Section 25(b).

25. Personal Property.

- a. If this sale includes the personal property located on and used in connection with the Property, Seller will itemize such personal property in an Exhibit to be attached to this Agreement within ten (10) days of Mutual Acceptance. The value assigned to any personal property shall be \$ φ (if not completed, the County-assessed value if available, and if not available, the fair market value determined by an appraiser selected by the Listing Broker and Selling Broker). Seller warrants title to, but not the condition of, the personal property and shall convey it by bill of sale.
- b. In addition to the leases and Vendor Contracts assumed by Buyer pursuant to Section 24 above, this sale includes all right, title and interest of Seller to the following intangible property now or hereafter existing with respect to the Property including without limitation: all rights-of-way, rights of ingress or egress or other interests in, on, or to, any land, highway, street, road, or avenue, open or proposed, in, on, or across, in front of, abutting or adjoining the Property; all rights to utilities serving the Property; all drawings, plans, specifications and other architectural or engineering work product; all governmental permits, certificates, licenses, authorizations and approvals; all rights, claims, causes of action, and warranties under contracts with contractors, engineers, architects, consultants or other parties associated with the Property; all utility, security and other deposits and reserve accounts made as security for the fulfillment of any of Seller's obligations; any name

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of or telephone numbers for the Property and related trademarks, service marks or trade dress; and guaranties, warranties or other assurances of performance received.

~~26. Seller's Underlying Financing.~~ Unless Buyer is assuming Seller's underlying financing, Seller shall be responsible for confirming the existing underlying financing is not subject to any "lock out" or similar covenant which would prevent the lender's lien from being released at closing. In addition, Seller shall provide Buyer notice prior to the Feasibility Contingency Date if Seller is required to substitute securities for the Property as collateral for the underlying financing (known as "defeasance"). If Seller provides this notice of defeasance to Buyer, then the parties shall close the transaction in accordance with the process described in CBA Form PS - D or any different process identified in Seller's defeasance notice to Buyer. **PP 26 OMITTED**

27. **Closing of Sale.** Buyer and Seller shall deposit with Closing Agent by 12:00 p.m. on the scheduled Closing Date all instruments and monies required to complete the purchase in accordance with this Agreement. Upon receipt of such instruments and monies, Closing Agent shall cause the deed to be recorded and shall pay to Seller, in immediately available funds, the Purchase Price less any costs or other amounts to be paid by Seller at Closing. "Closing" shall be deemed to have occurred when the deed is recorded and the sale proceeds are available to Seller. Time is of the essence in the performance of this Agreement. Sale proceeds shall be considered available to Seller, even if they cannot be disbursed to Seller until the next business day after Closing. Notwithstanding the foregoing, if Seller informed Buyer before the Feasibility Contingency Date that Seller's underlying financing requires that it be defeased and may not be paid off, then Closing shall be conducted in accordance with the three (3)-day closing process described in CBA Form PS - D. This Agreement is intended to constitute escrow instructions to Closing Agent. Buyer and Seller will provide any supplemental instructions requested by Closing Agent provided the same are consistent with this Agreement.

~~28. Closing Costs and Prorations.~~ ~~Seller shall deliver an updated rent roll to Closing Agent not later than two (2) days before the scheduled Closing Date in the form required by Section 23(a) and any other information reasonably requested by Closing Agent to allow Closing Agent to prepare a settlement statement for Closing. Seller certifies that the information contained in the rent roll is correct as of the date submitted. Seller shall pay the premium for the owner's standard coverage title policy. Buyer shall pay the excess premium attributable to any extended coverage or endorsements requested by Buyer, and the cost of any survey required in connection with the same. Seller and Buyer shall each pay one half of the escrow fees. Any real estate excise taxes shall be paid by the party who bears primary responsibility for payment under the applicable statute or code. Real and personal property taxes and assessments payable in the year of closing, collected rents on any existing tenancies, expenses already incurred by Seller that relate to services to be provided to the Property after the Closing Date, interest, utilities, and other operating expenses shall be pro-rated as of Closing. Seller will be charged and credited for the amounts of all of the pro-rated items relating to the period up to and including 11:59 pm Pacific Time on the day preceding the Closing Date, and Buyer will be charged and credited for all of the pro-rated items relating to the period on and after the Closing Date. If tenants pay any of the foregoing expenses directly, then Closing Agent shall only pro-rate those expenses paid by Seller. Buyer shall pay to Seller at Closing an additional sum equal to any utility deposits or mortgage reserves for assumed financing for which Buyer receives the benefit after Closing. Buyer shall pay all costs of financing including the premium for the lender's title policy. If the Property was taxed under a deferred classification prior to Closing, then~~

BUYER.

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~~Seller shall pay all taxes, interest, penalties, deferred taxes or similar items which result from removal of the Property from the deferred classification. At Closing, all refundable deposits on tenancies shall be credited to Buyer or delivered to Buyer for deposit in a trust account if required by state or local law. Buyer shall pay any sales or use tax applicable to the transfer of personal property included in the sale.~~ **MOST OF ¶ 28 OMITTED; OTHER TERMS MODIFIED.**

~~**29. Post-Closing Adjustments, Collections, and Payments.** After Closing, Buyer and Seller shall reconcile the actual amount of revenues or liabilities upon receipt or payment thereof to the extent those items were prorated or credited at Closing based upon estimates. Any bills or invoices received by Buyer after Closing which relate to services rendered or goods delivered to the Seller or the Property prior to Closing shall be paid by Seller upon presentation of such bill or invoice. At Buyer's option, Buyer may pay such bill or invoice and be reimbursed the amount paid plus interest at the rate of 12% per annum beginning fifteen (15) days from the date of Buyer's written demand to Seller for reimbursement until such reimbursement is made. Notwithstanding the foregoing, if tenants pay certain expenses based on estimates subject to a post-closing reconciliation to the actual amount of those expenses, then Buyer shall be entitled to any surplus and shall be liable for any credit resulting from the reconciliation. Rents collected from each tenant after Closing shall be applied first to rentals due most recently from such tenant for the period after closing, and the balance shall be applied for the benefit of Seller for delinquent rentals owed for a period prior to closing. The amounts applied for the benefit of Seller shall be turned over by Buyer to Seller promptly after receipt. Seller shall be entitled to pursue any lawful methods of collection of delinquent rents but shall have no right to evict tenants after Closing. Any adjustment shall be made, if any, within 180 days of the Closing Date, and if a party fails to request an adjustment by notice delivered to the other party within the applicable period set forth above (such notice to specify in reasonable detail the items within the Closing Statement that such party desires to adjust and the reasons for such adjustment), then the allocations and prorations at Closing shall be binding and conclusive against such party.~~ **¶ 29 OMITTED**

~~**30. Operations Prior to Closing.** Prior to Closing, Seller shall continue to operate the Property in the ordinary course of its business and maintain the Property in the same or better condition than as existing on the date of Mutual Acceptance but shall not be required to repair material damage from casualty except as otherwise provided in this Agreement. After the Feasibility Contingency Date, Seller shall not enter into or modify existing rental agreements or leases (except that Seller may enter into, modify, extend, renew or terminate residential rental agreements or residential leases for periods of 12 months or less in the ordinary course of its business), service contracts, or other agreements affecting the Property which have terms extending beyond Closing without obtaining Buyer's consent, which shall not be withheld unreasonably.~~ **¶ 30 OMITTED** **¶ 31 MODIFIED.**

~~**31. Possession.** Buyer shall accept possession subject to all tenancies disclosed to Buyer before the Feasibility Contingency Date.~~

32. Seller's Representations. Except as disclosed to or known by Buyer prior to the satisfaction or waiver of the Feasibility Contingency, including in the books, records and documents made available to Buyer, or in the title report or any supplemental report or documents referenced therein, Seller represents to Buyer that, to the best of Seller's actual knowledge, each of the following is true as of the date hereof: (a) Seller is authorized to enter into the Agreement, to sell the Property, and to perform its obligations under the Agreement, and no further consent, waiver, approval or authorization is required from any person or entity to execute and

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perform under this Agreement; (b) The ~~books, records,~~ leases, agreements and other items delivered to Buyer pursuant to this Agreement comprise all material documents in Seller's possession or control regarding the operation and condition of the Property, are true, accurate and complete to the best of Seller's knowledge, and no other contracts or agreements exist that will be binding on Buyer after Closing; (c) Seller has not received any written notices that the Property or any business conducted thereon violate any applicable laws, regulations, codes and ordinances; (d) Seller has all certificates of occupancy, permits, and other governmental consents necessary to own and operate the Property for its current use; (e) There is no pending or threatened litigation which would adversely affect the Property or Buyer's ownership thereof after Closing; (f) There is no pending or threatened condemnation or similar proceedings affecting the Property, and the Property is not within the boundaries of any planned or authorized local improvement district; (g) ~~Seller has paid (except to the extent prorated at Closing) all local, state and federal taxes (other than real and personal property taxes and assessments described in Section 28 above) attributable to the period prior to closing which, if not paid, could constitute a lien on Property (including any personal property), or for which Buyer may be held liable after Closing;~~ (h) Seller is not aware of any concealed material defects in the Property except as disclosed to Buyer before the Feasibility Contingency Date; (i) There are no Hazardous Substances (as defined below) currently located in, on, or under the Property in a manner or quantity that presently violates any Environmental Law (as defined below); there are no underground storage tanks located on the Property; and there is no pending or threatened investigation or remedial action by any governmental agency regarding the release of Hazardous Substances or the violation of Environmental Law at the Property; (j) Seller has not granted any options nor obligated itself in any matter whatsoever to sell the Property or any portion thereof to any party other than Buyer; and (k) Neither Seller nor any of its respective partners, members, shareholders or other equity owners, is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute or executive order; and (l) the individual signing this Agreement on behalf of Seller represents and warrants to Buyer that he or she has the authority to act on behalf of and bind Seller. As used herein, the term "Hazardous Substances" shall mean any substance or material now or hereafter defined or regulated as a hazardous substance, hazardous waste, toxic substance, pollutant, or contaminant under any federal, state, or local law, regulation, or ordinance governing any substance that could cause actual or suspected harm to human health or the environment ("Environmental Law"). The term "Hazardous Substances" specifically includes, but is not limited to, petroleum, petroleum by-products, and asbestos.

If prior to Closing Seller or Buyer discovers any information which would cause any of the representations above to be false if the representations were deemed made as of the date of such discovery, then the party discovering the information shall promptly notify the other party in writing and Buyer, as its sole remedy, may elect to terminate this Agreement by giving Seller notice of such termination within five (5) days after Buyer first received actual notice (with the Closing Date extended to accommodate such five (5) day period), and in such event, the Earnest Money Deposit shall be returned to Buyer. Buyer shall give notice of termination within five (5) days of discovering or receiving written notice of the new information. Nothing in this paragraph shall prevent Buyer from

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pursuing its remedies against Seller if Seller had actual knowledge of the newly discovered information such that a representation provided for above was false. **§ 32 MODIFIED.**

- 33. As-Is.** Except for the express representations and warranties in this Agreement, (a) Seller makes no representations or warranties regarding the Property; (b) Seller hereby disclaims, and Buyer hereby waives, any and all representations or warranties of any kind, express or implied, concerning the Property or any portion thereof, as to its condition, value, compliance with laws, status of permits or approvals, existence or absence of hazardous material on site, suitability for Buyer's intended use, occupancy rate or any other matter of similar or dissimilar nature relating in any way to the Property, including the warranties of fitness for a particular purpose, tenantability, habitability and use; (c) Buyer takes the Property "AS IS" and with all faults; and (d) Buyer represents and warrants to Seller that Buyer has sufficient experience and expertise such that it is reasonable for Buyer to rely on its own pre-closing inspections and investigations.
- 34. Buyer's Representations.** Buyer represents that Buyer is authorized to enter into the Agreement; to buy the Property; to perform its obligations under the Agreement; and that neither the execution and delivery of this Agreement nor the consummation of the transaction contemplated hereby will: (a) conflict with or result in a breach of any law, regulation, writ, injunction or decree of any court or governmental instrumentality applicable to Buyer; or (b) constitute a breach of any agreement to which Buyer is a party or by which Buyer is bound. The individual signing this Agreement on behalf of Buyer represents that he or she has the authority to act on behalf of and bind Buyer.
- 35. Claims.** Any claim or cause of action with respect to a breach of the representations and warranties set forth herein shall survive for a period of nine (9) months from the Closing Date, at which time such representations and warranties (and any cause of action resulting from a breach thereof not then in litigation, including indemnification claims) shall terminate. Notwithstanding anything to the contrary in this Agreement: (a) Buyer shall not make a claim against Seller for damages for breach or default of any representation or warranty, unless the amount of such claim is reasonably anticipated to exceed \$25,000; and (b) under no circumstances shall Seller be liable to Buyer on account of any breach of any representation or warranty in the aggregate in excess of the amount equal to \$250,000, except in the event of Seller's fraud or intentional misrepresentation with respect to any representation or warranty regarding the environmental condition of the Property, in which case Buyer's damages shall be unlimited.
- 36. Condemnation and Casualty.** Seller bears all risk of loss until Closing, and thereafter Buyer bears all risk of loss. Buyer may terminate this Agreement and obtain a refund of the earnest money if improvements on the Property are materially damaged or if condemnation proceedings are commenced against all or a portion of the Property before Closing, to be exercised by notice to Seller within ten (10) days after Seller's notice to Buyer of the occurrence of the damage or condemnation proceedings. Damage will be considered material if the cost of repair exceeds the lesser of \$100,000 or five percent (5%) of the Purchase Price. Alternatively, Buyer may elect to proceed with closing, in which case, at Closing, Seller shall not be obligated to repair any damage, and shall assign to Buyer all claims and right to proceeds under any property insurance policy and shall credit to Buyer at Closing the amount of any deductible provided for in the policy.

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37. FIRPTA Tax Withholding at Closing. Closing Agent is instructed to prepare a certification (CBA or NWMLS Form 22E, or equivalent) that Seller is not a "foreign person" within the meaning of the Foreign Investment in Real Property Tax Act, and Seller shall sign it on or before Closing. If Seller is a foreign person, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service.

38. Notices. Unless otherwise specified, any notice required or permitted in, or related to, this Agreement (including revocations of offers and counteroffers) must be in writing. Notices to Seller must be signed by ~~at least one Buyer~~ and must be delivered to Seller ~~and Listing Broker~~ with a courtesy copy to any other party identified as a recipient of notices in Section 18. A notice to Seller shall be deemed delivered only when received by Seller ~~and Listing Broker, or the licensed office of Listing Broker~~. Notices to Buyer must be signed by at least one Seller and must be delivered to Buyer, ~~with a copy to Selling Broker~~ and with a courtesy copy to any other party identified as a recipient of notices in Section 18. A notice to Buyer shall be deemed delivered only when received by Buyer ~~and Selling Broker, or the licensed office of Selling Broker~~. ~~Selling Broker and Listing Broker otherwise have no responsibility to advise parties of receipt of a notice beyond either phoning the represented party or causing a copy of the notice to be delivered to the party's address provided in this Agreement. Buyer and Seller shall keep Selling Broker and Listing Broker advised of their whereabouts in order to receive prompt notification of receipt of a notice.~~ If any party is not represented by a licensee, then notices must be delivered to and shall be effective when received by that party at the address, fax number, or email indicated in Section 18.

Facsimile transmission of any notice or document shall constitute delivery. E-mail transmission of any notice or document (or a direct link to such notice or document) shall constitute delivery when: ~~(i) the e-mail is sent to both Selling Broker and Selling Firm or both Listing Broker and Listing Firm at the e-mail addresses specified on page two of this Agreement; or (ii) Selling Broker or Listing Broker provide written acknowledgment of receipt of the e-mail (an automatic e-mail reply does not constitute written acknowledgment).~~ At the request of either party, or the Closing Agent, the parties will confirm facsimile or e-mail transmitted signatures by signing an original document. **38 MODIFIED**

39. Computation of Time. Unless otherwise specified in this Agreement, any period of time in this Agreement shall mean Pacific Time and shall begin the day after the event starting the period and shall expire at 5:00 p.m. of the last calendar day of the specified period of time, unless the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, in which case the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of five (5) days or less shall not include Saturdays, Sundays or legal holidays. Notwithstanding the foregoing, references to specific dates or times or number of hours shall mean those dates, times or number of hours; provided, however, that if the Closing Date falls on a Saturday, Sunday, or legal holiday as defined in RCW 1.16.050, or a date when the county recording office is closed, then the Closing Date shall be the next regular business day. If the parties agree upon and attach a legal description after this Agreement is signed by the offeree and delivered to the offeror, then for the purposes of computing time, mutual acceptance shall be deemed to be on the date of delivery of an accepted offer or counteroffer to the offeror, rather than on the date the legal description is attached.

40. Assignment. Buyer's rights and obligations under this Agreement are not assignable without the prior written consent of Seller, which shall not be withheld unreasonably; provided, however, Buyer may assign this Agreement without the consent of Seller, but

INITIALS: Buyer RAB Date 01-10-24 Seller _____ Date _____
Buyer _____ Date _____ Seller _____ Date _____



**COMMERCIAL & INVESTMENT REAL ESTATE
PURCHASE & SALE AGREEMENT
(CONTINUED)**

with notice to Seller, to any entity under common control and ownership of Buyer, provided no such assignment shall relieve Buyer of its obligations hereunder. If the words "and/or assigns" or similar words are used to identify Buyer in Section 2, then this Agreement may be assigned with notice to Seller but without need for Seller's consent. The party identified as the initial Buyer shall remain responsible for those obligations of Buyer stated in this Agreement notwithstanding any assignment and, if this Agreement provides for Seller to finance a portion of the purchase price, then the party identified as the initial Buyer shall guarantee payment of Seller financing.

41. Default and Attorneys' Fees.

- a. **Buyer's default.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the applicable provision as identified in Section 13 shall apply:
 - i. **Forfeiture of Earnest Money.** Seller may terminate this Agreement and keep that portion of the earnest money that does not exceed five percent (5%) of the Purchase Price as liquidated damages as the sole and exclusive remedy available to Seller for such failure.
 - ii. **Seller's Election of Remedies.** Seller may, at its option, (a) terminate this Agreement and keep that portion of the earnest money that does not exceed five percent (5%) of the Purchase Price as liquidated damages as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue any other rights or remedies available at law or equity.
- b. **Seller's default.** In the event Seller fails, without legal excuse, to complete the sale of the Property, then the applicable provision as identified in Section 14 shall apply:
 - i. **Recover Earnest Money or Specific Enforcement.** As Buyer's sole remedy, Buyer may either (a) terminate this Agreement and recover all earnest money or fees paid by Buyer whether or not the same are identified as refundable or applicable to the purchase price; or (b) bring suit to specifically enforce this Agreement and recover incidental damages, provided, however, Buyer must file suit within sixty (60) days from the Closing Date or from the date Seller has provided notice to Buyer that Seller will not proceed with closing, whichever is earlier.
 - ii. **Buyer's Election of Remedies.** Buyer may, at its option, (a) bring suit against Seller for Buyer's actual damages, (b) bring suit to specifically enforce this Agreement and recover any incidental damages, or (c) pursue any other rights or remedies available at law or equity.
- c. Neither Buyer nor Seller may recover consequential damages such as lost profits. If Buyer or Seller institutes suit against the other concerning this Agreement, the prevailing party is entitled to reasonable attorneys' fees and costs. In the event of trial, the amount of the attorneys' fees shall be fixed by the court. The venue of any suit shall be the county in which the Property is located, and this Agreement shall be governed by the laws of the State of Washington without regard to its principles of conflicts of laws.

42. Miscellaneous Provisions.

INITIALS Buyer Date 01-10-24 Seller Date
Buyer Date Seller Date

COMMERCIAL & INVESTMENT REAL ESTATE
PURCHASE & SALE AGREEMENT
(CONTINUED)

- a. **Complete Agreement.** This Agreement and any addenda and exhibits thereto state the entire understanding of Buyer and Seller regarding the sale of the Property. There are no verbal or other written agreements which modify or affect the Agreement, and no modification of this Agreement shall be effective unless agreed in writing and signed by the parties.
 - b. **Counterpart Signatures.** This Agreement may be signed in counterpart, each signed counterpart shall be deemed an original, and all counterparts together shall constitute one and the same agreement.
 - c. **Electronic Delivery and Signatures.** Electronic delivery of documents (e.g., transmission by facsimile or email) including signed offers or counteroffers and notices shall be legally sufficient to bind the party the same as delivery of an original. At the request of either party, or the Closing Agent, the parties will replace electronically delivered offers or counteroffers with original documents. The parties acknowledge that a signature in electronic form has the same legal effect as a handwritten signature.
 - d. **Section 1031 Like-Kind Exchange.** If either Buyer or Seller intends for this transaction to be a part of a Section 1031 like-kind exchange, then the other party agrees to cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys' fees and costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating party at or prior to Closing. Notwithstanding this provision, no party shall be obligated to extend closing as part of its agreement to facilitate completion of a like-kind exchange. In addition, notwithstanding Section 40 above, any party completing a Section 1031 like-kind exchange may assign this Agreement to its qualified intermediary or any entity set up for the purposes of completing a reverse exchange.
- 43. Information Transfer.** In the event this Agreement is terminated, Buyer agrees to deliver to Seller within ten (10) days of Seller's written request copies of all materials received from Seller and any non-privileged plans, studies, reports, inspections, appraisals, surveys, drawings, permits, applications or other development work product relating to the Property in Buyer's possession or control as of the date this Agreement is terminated. PP 44 OMITTED
- ~~**44. Confidentiality.** Until and unless closing has been consummated, Buyer and Seller shall follow reasonable measures to prevent unnecessary disclosure of information obtained in connection with the negotiation and performance of this Agreement. Neither party shall use or knowingly permit the use of any such information in any manner detrimental to the other party.~~
- ~~**45. Agency Disclosure.** Selling Firm, Selling Firm's Designated Broker, Selling Broker's Branch Manager (if any) and Selling Broker's Managing Broker (if any) represent the same party that Selling Broker represents. Listing Firm, Listing Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing Broker's Managing Broker (if any) represent the same party that the Listing Broker represents. If Selling Broker and Listing Broker are different persons affiliated with the same Firm, then both Buyer and Seller confirm their consent to the Brokers' Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as a dual agent. If Selling Broker and Listing Broker are the same person representing both parties, then both Buyer and Seller confirm their consent to that person and his/her Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. All parties acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency."~~

INITIALS Buyer RSB Date 01-10-24 Seller _____ Date _____
Buyer _____ Date _____ Seller _____ Date _____

PP 45 OMITTED



COMMERCIAL & INVESTMENT REAL ESTATE
PURCHASE & SALE AGREEMENT
(CONTINUED)

~~46. Seller's Acceptance and Brokerage Agreement. Seller agrees to sell the Property on the terms and conditions herein, and further agrees to pay a commission in a total amount computed in accordance with the listing or commission agreement. If there is no written listing or commission agreement, Seller agrees to pay a commission of _____% of the sales price or \$_____. The commission shall be apportioned between Listing Firm and Selling Firm as specified in the listing or any co-brokerage agreement. If there is no listing or written co-brokerage agreement, then Listing Firm shall pay to Selling Firm a commission of _____% of the sales price or \$_____. Seller assigns to Listing Firm and Selling Firm a portion of the sales proceeds equal to the commission. If the earnest money is retained as liquidated damages, any costs advanced or committed by Listing Firm or Selling Firm for Buyer or Seller shall be reimbursed or paid therefrom, and the balance shall be paid one-half to Seller and one-half to Listing Firm and Selling Firm according to the listing agreement and any co-brokerage agreement. Seller and Buyer hereby consent to Listing Firm and Selling Firm receiving compensation from more than one party and irrevocably instruct the Closing Agent to disburse the commission(s) directly to the Firm(s). In any action by Listing Firm or Selling Firm to enforce this Section, the prevailing party is entitled to reasonable attorneys' fees and expenses. Neither Listing Firm nor Selling Firm are receiving compensation from more than one party to this transaction unless disclosed on an attached addendum, in which case Buyer and Seller consent to such compensation. The Property described in attached Exhibit A is commercial real estate. Notwithstanding Section 44 above, the pages containing this Section, the parties' signatures and an attachment describing the Property may be recorded.~~ **46 MODIFIED**

~~**Listing Broker and Selling Broker Disclosure.** EXCEPT AS OTHERWISE DISCLOSED IN WRITING TO BUYER OR SELLER, THE SELLING BROKER, LISTING BROKER, AND FIRMS HAVE NOT MADE ANY REPRESENTATIONS OR WARRANTIES OR CONDUCTED ANY INDEPENDENT INVESTIGATION CONCERNING THE LEGAL EFFECT OF THIS AGREEMENT, BUYER'S OR SELLER'S FINANCIAL STRENGTH, BOOKS, RECORDS, REPORTS, STUDIES, OR OPERATING STATEMENTS; THE CONDITION OF THE PROPERTY OR ITS IMPROVEMENTS; THE FITNESS OF THE PROPERTY FOR BUYER'S INTENDED USE; OR OTHER MATTERS RELATING TO THE PROPERTY, INCLUDING WITHOUT LIMITATION, THE PROPERTY'S ZONING, BOUNDARIES, AREA, COMPLIANCE WITH APPLICABLE LAWS (INCLUDING LAWS REGARDING ACCESSIBILITY FOR DISABLED PERSONS), OR HAZARDOUS OR TOXIC MATERIALS INCLUDING MOLD OR OTHER ALLERGENS. SELLER AND BUYER ARE EACH ADVISED TO ENGAGE QUALIFIED EXPERTS TO ASSIST WITH THESE DUE DILIGENCE AND FEASIBILITY MATTERS, AND ARE FURTHER ADVISED TO SEEK INDEPENDENT LEGAL AND TAX ADVICE RELATED TO THIS AGREEMENT.~~ **THIS IS OMITTED**

INITIALS Buyer RB Date 01-10-24 Seller _____ Date _____
Buyer _____ Date _____ Seller _____ Date _____



COMMERCIAL & INVESTMENT REAL ESTATE
PURCHASE & SALE AGREEMENT
(CONTINUED)

IN WITNESS WHEREOF the parties have signed this Agreement intending to be bound

Buyer CITY OF SELAH
ROBER BELL, MAYOR
Printed name and type of entity

Buyer _____
Printed name and type of entity

Buyer [Signature]
Signature and title

Buyer _____
Signature and title

Date signed JANUARY 10, 2024
Date signed _____

Seller RONIMO, LLC
Printed name and type of entity

Seller _____
Printed name and type of entity

Seller _____
Signature and title

Seller _____
Signature and title

Date signed _____
Date signed _____

INITIALS Buyer [Initials] Date 01-10-24 Seller _____ Date _____
Buyer _____ Date _____ Seller _____ Date _____



COMMERCIAL & INVESTMENT REAL ESTATE
PURCHASE & SALE AGREEMENT
(CONTINUED)

EXHIBIT A *

[Legal Description]

_____ TO BE ADDED BY CLOSING AGENT

* To ensure accuracy in the legal description, consider substituting the legal description contained in the preliminary commitment for title insurance or a copy of the Property's last vesting deed for this page. Do not neglect to label the substitution "Exhibit A." You should avoid transcribing the legal description because any error in transcription may render the legal description inaccurate and this Agreement unenforceable.

INITIALS: Buyer RLB Date 01-10-24 Seller _____ Date _____
Buyer _____ Date _____ Seller _____ Date _____



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 1/9/2024

Agenda Number: 13-H

Action Item

Title: Amendment No. 1 to the Professional Services Agreement with the Yakima Valley Council of Governments (YVCOG) for the Establishment and Governance of the Operation of Yakima Valley Local Crime Lab (YVLCL)

From: Rich Huebner, City Administrator

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: \$12,159 for 2024, \$12,159 for 2025, and a presently unknown amount for 2026 which will be determined by October 31, 2025.

Funding Source: Fund 001 General

Background/Findings/Facts: The concept of the Yakima Valley Local Crime Lab (YVLCL) was discussed in a study session on October 11, 2022. As part of this discussion, the Yakima Valley Council of Governments (YVCOG) provided a ten-page written contract outlining the establishment and governance of the YVLCL. The City Council approved the agreement on December 13, 2023 via passage of Resolution 2960.

Through passage of Resolution 2960, the City Council approved a financial obligation of \$31,988.00 for the three-year period of 2023-2025, with costs being \$7,670.00 in 2023, and \$12,159.00 in each of 2024 and 2025, as set forth above.

The proposed Amendment No. 1 to the agreement, attached hereto, extends the expiration date of the professional services agreement from December 31, 2023 to December 31, 2024. No changes to the previously-approved financial obligation have been proposed.

Recommended Motion: I move to approve Amendment No. 1 to the Professional Services Agreement with YVCOG for the operation of the Yakima Valley Local Crime Lab 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:
10/11/2022	Study Session – Yakima Valley Regional Crime Center (with guest speaker Chris Wickenhagen, Executive Director of YVCOG)
12/13/2022	Approval of Resolution 2960, authorizing the Mayor Pro Tempore to execute a Professional Services Agreement with YVCOG for the Establishment and Governance of the Operation of the Yakima Valley Local Crime Lab (YVLCL)


RESOLUTION NO. 3082

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN ADDENDUM TO THE PROFESSIONAL SERVICES AGREEMENT WITH THE YAKIMA VALLEY COUNCIL OF GOVERNMENTS (YVCOG) FOR ESTABLISHMENT AND GOVERNANCE OF THE OPERATIONS OF THE YAKIMA VALLEY LOCAL CRIME LAB (YVLCL)

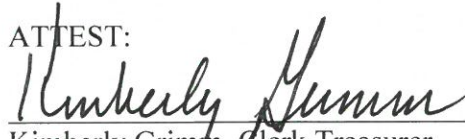
WHEREAS, the City of Selah wishes to sign an addendum to the professional services agreement with the Yakima Valley Council of Governments for the establishment and governance of the operations of the Yakima Valley Local Crime Lab (YVLCL);

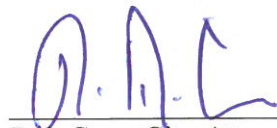
NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor be authorized to sign such addendum.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 9th day of January, 2024.


Roger Bell, Mayor

ATTEST:


Kimberly Grimm, Clerk Treasurer


Rob Case, City Attorney

RESOLUTION NO. 3082



311 N 4th Street, Suite 204
 Yakima WA 98901
 509-574-1550

INVOICE

DATE: December 31, 2023
 INVOICE # LCL2024 -SE

I certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished, and that all goods furnished and/or services rendered have been provided without discrimination on the grounds of race, creed, color, national origin, sex, or age.

Sherry Raymond, Mayor
 City of Selah
 115 W Naches Avenue
 Selah, WA 98942

Christina Wicks
 Signature _____ Date _____
 Title: Executive Director

DESCRIPTION	Total Contract Amount	Paid to Date	Requested Amount	Remaining for 2025
2024 Local Crime Lab Matching Contribution	\$31,988.00	\$7,670.00	\$12,159.00	\$12,159.00
<i>(Please indicate whether or not the City is paying with ARPA funds)</i>				
TOTAL	\$31,988.00	\$7,670.00	\$12,159.00	\$12,159.00

0-30 Days	31-60 Days	> 60 Days	Total Amount Due
			\$12,159.00

*If you have any questions concerning this invoice, use the following contact information:
 Tamara Hayward, tamara.hayward@yvcog.org*

MEMBER JURISDICTIONS
 Grandview, Granger, Harrah, Mabton, Moxee, Naches, Selah, Sunnyside, Tieton, Toppenish,
 Union Gap, Wapato, Yakima, Yakima County, Zillah

YAKIMA VALLEY LOCAL CRIME LAB PROFESSIONAL SERVICE AGREEMENT

THIS PROFESSIONAL SERVICE AGREEMENT ("Agreement"), entered into this 13 day of ~~DECEMBER~~ 2022 by and between the Yakima Valley Conference of Governments, a regional association having its territorial limits within Yakima County, State of Washington (hereinafter called the "Conference"), acting herein by James A. Restucci, Conference Chair, acting hereunto duly authorized, and the City of SELAH a municipal corporation, located within Yakima County, State of Washington (hereinafter called the "City") (together the "Parties"), acting herein by RUSSEL CARLSON, Mayor, hereunto duly authorized;

MAYOR PRO
TEMPORE

RECITALS

WHEREAS, the Conference and participating local governmental entities have determined that there is a mutual benefit in developing and maintaining a regional crime preventative program, sharing information, and coordinating services on a regional basis and providing for the centralized administration of a Local Crime Lab and everyone recognizes the shared benefit thereof;

WHEREAS, the Conference possesses staff and facilities to develop and administer a mutual Local Crime Lab for the collective benefit of participating members consisting of county and local municipal entities; and

WHEREAS, the City and Conference desire to enter into this contract for the purpose of establishing, developing, and administering a Local Crime Lab;

WHEREAS, the City has determined that a need exists and through a cooperative regional resource for gathering, maintaining, and facilitating local and regional information and services a benefit provided;

WHEREAS the Conference is the subrecipient of the Federal American Rescue Plan Act (ARPA) of 2021 which is providing grant funding for the purposes of assisting with the development of this regional crime preventative program; and,

WHEREAS, the City is desirous of contracting with the Conference for administrative and other services related to a regional crime preventative program and Local Crime Lab.

NOW THEREFORE, the Parties do mutually agree as follows:

1. Services to be Provided by the Parties:

- a. The Conference shall protect the purpose of this Agreement which is to stand up a regional crime lab with forensic equipment and expertise in a manner consistent with the activities more specifically laid out in the Scope of Work (Attachment A to this Agreement), subject to modifications deemed necessary for the development and maintenance of a Local Crime Lab.
- b. The City will provide such assistance, information, and data as may be reasonably required to support the objectives set forth in the Scope of Work and to develop and maintain a supportive regional crime preventative program.

- c. The success of the Local Crime Lab is contingent upon the City's good faith participation and cooperation with the Conference in developing, maintaining, and administrating the Local Crime Lab. The City agrees to cooperate and support the development of the program including the division of information, data, and other materials reasonably necessary or supportive of the collective commitment of participating entities.

2. Time of Performance:

The effective date of this contract shall be the date the Parties sign and complete execution of the contract. Three-year funding by ARPA provides funding for the development and induction of the program. This is a one (1) year contract, but the Parties recognize and agree that the collective intent of the participating entities is to establish and maintain a program that will support the region and local communities over a sustained period of time.

3. Consideration:

- a. The City shall share the cost of developing the program based upon a three-year budget as more particularly set forth in Attachment B which is for all allowable costs and expenses in furtherance of the Scope of Work.
 - i. Reimbursement under this contract shall be based on an annual budget and assessed on a per capita basis. The assessment for 2023, 2024, and 2025 is detailed in Attachment B to this Agreement, which sets forth the projected budgets. The projected budgets are based on City's population.
 - ii. Year 2026 will be supported by appropriate documentation of costs actually incurred annually before October 31, 2025. It is expressly understood that claims for reimbursement shall not be submitted in excess of actual requirements necessary to carry out the purposes of this Agreement.
 - iii. Assessments for periods after the first three years, beginning in year 2026, should be determined by the annual budget and divided on a pro rata basis which is determined in proportion to City's population.
- b. Funding and support of the program in subsequent years is upon the City's determination and appropriation of funds will go to support the activities described in this Contract. The renewal of the City's participation in the program shall be determined annually but it is recognized that the intent is to establish a cooperative and mutually beneficial Local Crime Lab that supports both the region and participating municipalities.

4. Maintenance of Records:

- a. The Conference shall maintain complete and accurate records of all business and activities under this Agreement as it relates to the development, operation, and financial records for the program. In general, such records will include information pertaining to the contract, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance. During the term of this Agreement and per state law for sever years

following termination or expiration of this Agreement, the Parties shall maintain records sufficient to:

- i. Document performance of all acts required by law, regulation, or this Agreement;
 - ii. Maintain accounting procedures, practices, and records that sufficient and properly document the Conference's invoices and all expenditures made by the Conference to perform as required by this Agreement; and
 - iii. For the same period, the Conference shall maintain records sufficient to substantiate the Conference's statement of its organization's structure, tax status, capabilities, and performance.
- b. The Conference shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP). All Conference records with respect to matters covered by this Agreement shall be subject to examination by the State Auditor.
 - c. The Conference shall make available to City a copy of audit report, recommendations, and findings upon written request. The annual audit must include a management letter that addresses the adequacy of internal controls within the organization.
 - d. The Conference is responsible for any audit expenses incurred in any audit and any such expenses are normal and reasonable charges to the program. The Conference shall make available financial and other components of the work and services provided as part of the project and this Agreement upon the City's written request.

The City and duly authorized officials of the state and federal government shall have full access and the right to examine any pertinent documents, papers, records, and books of the Conference involving transactions related to this local program and contract.

5. Relationship:

The relationship of the Conference to the City shall be that of an independent contractor rendering professional services. The Conference shall have no authority to execute contracts or to make commitments on behalf of the City and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the City and the Conference.

The Parties agree that, for the purposes of this Agreement, the Conference is an independent contractor and neither the Conference nor any employee of the Conference is an employee of the City. Neither the Conference nor any employee of the Conference is entitled to any benefits that the City provides its employees. The Conference is solely responsible for payment of any statutory workers' compensation or employer's liability insurance as required by state law.

6. Breach, Termination, and Dispute Resolution:

- a. If the Conference fails to comply with the terms and conditions of this Agreement, the City may pursue such remedies as set forth herein, including, but not limited to, termination of the contract between Parties in the manner specified herein.
- b. Failure/Breach – If the Conference fails to comply with the terms and conditions of this Agreement, or City asserts a material breach of obligations under the Parties’ contract, the City shall provide written notification to the Conference of the asserted breach or failure to comply with terms or conditions of the Parties’ contract. The Conference shall have thirty (30) days in which to dispute or correct the asserted breach or failure.
- c. Termination for Cause – The Parties shall have the right to terminate this contract for cause including the following:
 - (1) The Conference’s material breach of the terms and conditions of this Agreement and failure to correct or resolve alleged failures or breaches as provided in the preceding paragraph;
 - (2) By mutual consent of Conference and City, in which case the two Parties shall devise by mutual agreement, the conditions of termination, including effective date and in case of termination in part, that portion to be terminated;
 - (3) City’s failure to pay assessments to the Conference promptly or within sixty (60) days after invoices are rendered. Conference shall have the option of terminating this Agreement, but City shall remain obligated for all assessments and obligations through date of termination.
- d. Dispute Resolution – Should any dispute arise between the Parties, the dispute matters shall be first submitted to mediation before a mutually acceptable mediator. The Parties shall each pay their own costs associated with mediation and each shall pay one-half of the selected Mediator’s fees. If the mediation is unsuccessful, then the matter, at either party’s request, shall be submitted to binding arbitration in accordance with the Uniform Arbitration Act (Chapter 7.04A RCW). A substantially prevailing party shall be entitled to recover their costs and attorneys’ fees incurred in the arbitration, and the substantially non-prevailing party shall pay the cost of the arbitration, including the arbitrator’s fee.

7. Reports and Periodic Review:

- a. Reports to Participating Entities – Conference shall provide to City and other participating entities, periodic reports (not less than annually) of the development, operations, programs, and recommendations with respect to continuing and future services and activities for the Local Crime Lab. In the context of periodic review, the City shall also provide to the Conference any recommendations, proposals, or questions regarding both past and future operations of the program. The intent of the Parties is that the development of the Local Crime Lab shall be a collaborative effort that will benefit from a transparent and open line of communication between all participating entities.

- b. Annual Reports – The Conference shall furnish the City annual reports pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.
- c. Recognition of Development – Conference and City recognize that the development of the Local Crime Lab will be a significant undertaking with the first three (3) years being a period where the program, administration and services are developed through the collaborative efforts of all participating entities. Conference shall coordinate a collaborative review of the development and operation of the program during the summer of 2025 for the purpose of conducting a collaborative review of the program for the purpose of refining the scope and parameters of operations and services.

8. Amendments:

This Agreement, or any term or condition, may only be modified in writing and signed by both Parties. Only personnel authorized to bind each of the Parties shall sign an amendment.

9. Personnel:

The Conference represents that they have, or will secure at their own expense, all personnel required in order to perform under this Agreement. Such personnel shall not be employees of, or have a contractual relationship with, the City.

All services required hereunder will be performed by the Conference or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

The work or services covered by this Agreement may be subcontracted without prior written approval of the City. Any work or services subcontracted hereunder shall be specified in written contract or agreement and shall be subject to each provision of this contract.

10. Assignability:

The Conference shall not assign any interest on this Agreement, nor shall it transfer any interest on this Agreement (whether by assignment or novation), without prior written consent of the City thereto: provided, however, that claims for money by the Conference from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval.

11. Findings of Confidentiality:

The Parties shall use any confidential information gained by reason of this Agreement only for the purposes of this Agreement. Neither the City nor the Conference shall disclose, transfer, or sell any such information to any other party, except as provided by law. All of the reports, information, data, etc., prepared or assembled by the Conference under this contract are confidential to participants in the program and the Conference agrees that they shall not be made available to any individual or organization without prior written approval of the City unless otherwise subject to public records laws. The City shall agree the same.

12. Copyright:

No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the Conference.

13. Compliance with Laws:

- a. The Conference shall comply with all applicable local, state, and federal laws, related to the performance of services under this Agreement and the operation and administration of the regional crime preventative program.
- b. To the maximum extent permitted by law, the Conference shall, at its cost and expense, indemnify, defend, and hold City harmless from and against any and all demands, liabilities, causes of action, costs and expenses (including attorneys' fees), claims, judgments, or awards of damages, arising out of or in any way resulting from the gross negligence of the Conference, or its agents or subcontractors. The Conference shall maintain liability insurance covering its activities and services provided under this agreement in the form and amount determined reasonable and appropriate by the Conference.

14. Title to Property:

Title to all property purchased or furnished by Conference for use by the Conference during the term of this agreement shall remain with the Conference. The Conference shall take reasonable steps to protect and maintain all property in its possession against loss or damage. Since federal funds will provide the primary source for acquisition of necessary equipment and assets, the disposition of equipment and assets upon termination of the program shall be in accordance with applicable federal law and requirements, including but not limited to the provisions of 2 CFR Section 200.313, as amended.

15. Nondiscrimination:

The Conference agrees that it shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, veteran status, pregnancy, age, marital status, political affiliation or belief, or the presence of any sensory, mental, or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60), or under Title VI of the Civil Rights Act of 1964, or the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) or any other applicable state, federal or local law, rule, or regulation.

16. Interest of Members of the City:

No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning or carrying out of the project, shall have any personal financial interest, direct, or indirect, in this contract; and the Conference shall also take appropriate steps to assure compliance.

17. Interest of Other Public Officials:

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning or carrying out of the project, shall have any personal financial interest, direct or indirect, in this contract; and the Conference shall take appropriate steps to assure compliance.

18. Interest of Consultant and Employees:

The Conference covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Conference further covenants that in the performance of this contract, no person having such interest shall be employed.

19. Creation of an Operations Board:

The Conference shall establish an Operations Board to provide oversight to the program and which shall consist of the Cities' Police Chief and the Yakima County's Sheriff. The Yakima County Prosecuting Attorney, or his delegate, will sit on the Board ex officio and will hold no voting privileges. As part of its role, the Board will meet regularly to discuss operations, programs, and services under this program, as well as its development. This Board will constitute a collaborative measure to ensure that the interests and concerns of the participating members are represented.

20. Hold Harmless:

The Conference agrees to indemnify, defend, and hold City harmless from and against all loss and expense, including attorney's fees and costs by reason of any and all claims and demands upon the City, its elected and appointed officers and employees from damages sustained by any person or persons, arising out of or in consequence of the Conference's and its agents' negligent performance of work associated with this agreement. The Conference shall not be liable for property and bodily injury that may result from the negligence of any construction contractor or construction subcontractor.

21. Integration Provision:

It is agreed and understood that this Agreement contains all agreements, promises and understandings between the Conference and the City and that no verbal or oral agreements, promises or understandings shall be binding upon either party in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity

This agreement contains all terms and conditions agreed to by the City and the Conference. The Attachments to this agreement are identified as follows:

Attachment A, Scope of Work, consisting of 1 page.

Attachment B, Local Crime Lab Services Costs, consisting of 1 page.

IN WITNESS WHEREOF, the City and the Conference have executed this contract agreement as of the date and year last written below.

CITY OF SELAH
WASHINGTON

by [Signature],
Mayor/City Manager
MAJOR PRO TEMPORE

ATTEST:

by [Signature]
City Clerk

Date: 12/13/22

YAKIMA VALLEY CONFERENCE OF
GOVERNMENTS

DocuSigned by:
by [Signature],
YVCOG Chair/Executive Director

ATTEST:

DocuSigned by:
by [Signature]
Secretary

Date: 1/10/2023

APPROVED AS TO LEGAL FORM:

by _____
Attorney for YVCOG

WSBA # _____



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 1/9/2024

Agenda Number: 13-I

Action Item

Title: Resolution authorizing the City Administrator to sign the combined Quotes and Professional Service Agreements with Springbrook Express, Xpress Bill Pay and Databar Billing Statements

From: Kimberly Grimm, Clerk/Treasurer

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: Start Up Costs \$46,100 Annual Costs \$17,625

Funding Source: ARPA Funds, The annual costs will be dispersed between the General fund 518, water 534, sewer 535 & garbage 537 professional services.

Background/Findings/Facts: Springbrook Express Financial Software, Xpress Bill Pay & Databar Billing Statements. Springbrook Express will provide a General Ledger which will allow the Clerk Treasurer to balance the financial system to all investment and banking accounts monthly and provide a much more detailed and accurate reporting of finances. Together with Xpress Bill Pay and Databar Billing Statements provide a professional face to the city with easy access for the taxpaying residence. The present software is inadequate and has not performed over the past few months, the interface products have not uploaded properly into the Vision Software and has cause a loss of revenue and employee time to the city.

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

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

RESOLUTION NO. 3083

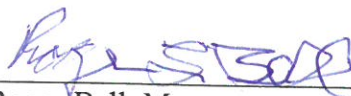
A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO SIGN THE COMBINED QUOTE AND PROFESSIONAL SERVICE AGREEMENTS WITH SPRINGBROOK EXPRESS, XPRESS BILL PAY AND DATABAR BILLING STATEMENTS, TO ACQUIRE A FINANCIAL SOFTWARE LICENSE, ONLINE BILL PAYMENT AND PROFESSIONAL SERVICES

WHEREAS, the City of Selah desires to begin implementation and conversion of the new cloud-based financial software to assist with the deficiencies in the present software and serve the ongoing needs of the City; and

WHEREAS, the annual software fee is contemplated to be \$17,625 with a professional service agreement for Springbrooks Express and their forensic accounting services,

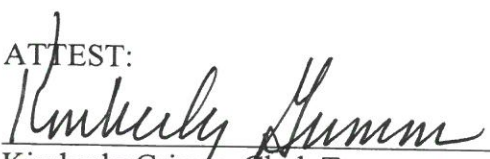
NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the City Administrator be authorized to sign such service agreements and to begin implementation expeditiously.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 9th day of January, 2024.

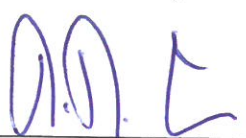


Roger Bell, Mayor

ATTEST:



Kimberly Grimm, Clerk Treasurer



Rob Case, City Attorney

RESOLUTION NO. 3083



Proposal for City of Selah

1/4/2024

Overview - Preparation and Mailing of Billing Statements

Databar will process the data and prepare monthly statements, which will be sent out to City of Selah's customers. The Statements and Late Notices will be pre-printed in up to 3-colors and variable imprinted in black on the face and 1-color on the back. The Statements and Late Notices will be processed and mailed monthly within 48 hours of receipt and approval of data. Normal turnaround time is 24 hours.

Bill Preparation Costs

Our processes, which include managing the data, printing, folding and stuffing statements into outgoing envelopes, will be billed out at the following rates:

- First statement page will be printed and mailed at a rate of .426¢ per piece mailed at a quantity of 2300 every month plus first class postage.
- Additional pages, if required, will be at .369¢ each plus any extra postage if required;
- Late notices will be printed and mailed at a rate of .678¢ each at a quantity of 350 every month plus first class postage.
- Prices include the outgoing and return envelopes as well as the 8 ½ x 11 pre-perfed statements.

Setup Costs

Initial setup of the data import of statements will be charged as follows:

- Databar will charge \$550 for startup costs, including data analysis and testing;
- Databar will create the billing statement formats and backers at no cost to the City of Selah;
- Preparation for payment remittance processing at no charge.

Processing Support

Databar will configure bills for the exacting demands of a remittance processor if the City of Selah chooses, including:

- OCR imaging;
- Check digit verification;
- Testing with remittance processor.

Flyers, Inserts and Monthly Messages

Databar will help get messages out to the City of Selah's customers through:

- Newsletters – We can produce these onsite at our in-house print shop with no delay or freight costs;
- Inserts – Databar will insert machinable pieces at .05¢ each;
- Monthly Messages – Monthly messages are offered at no additional charge and can be submitted at the time of data transmission.
- Option for monthly newsletter printed on back of the bill. Charges may apply.

ViewPoint Image Service

Databar can make available images from all statements mailed within 24 hours by utilizing our ViewPoint Service. This web-based service allows viewing, printing and emailing of statement images from the City's desktop computers. Setup and cost for this additional service, if selected, are as follows:

- Databar will charge \$250 for initial setup;
- Images will be kept available online for twelve cycles at a rate of 4¢ each;
- Images can be stored permanently on disk or for a longer period of time for a small additional cost.

Additional Services:

Paperless Billing. \$0.022 per statement up loaded and \$0.132 cost per each customer using E-Notices online. Minimum may apply.

ELECTRONIC BILL PRESENTMENT AND PAYMENT

Databar teams with several companies to provide paperless billing, online payments and lockbox services. The Databar Team has developed an integrated billing and receivables management solution for customer payments that meet the demands of 21st century account settlement and customer satisfaction.

Setup Charges

<u>Qty</u>	<u>Description</u>	<u>Price</u>
1	Initial Setup, Configuration, and Development* Price includes: Online Payment, Auto Pay, and Card Swipe Modules. You will have the ability to accept the following payments: credit/debit cards, electronic funds transfers (EFTs), and bank bill pays. <i>*Your organization will be responsible for verifying that you have all the software modules necessary from your billing software provider for exporting a billing file and importing online transaction data.</i>	\$2,000.00
1	On-site Training Price includes: one 8 hour day of training. <i>NOTE: You shall reimburse roundtrip airfare and book hotel. Typically only one 8 hour day of training is necessary.</i>	\$500.00 + airfare/hotel
TOTAL:		\$2,500.00 + airfare/hotel

Additional Services Available

- Integrated Remote Deposit
- Lock Box
- Online Utility Service Signup Form
- Online Custom Payment Forms

Additional Equipment Available

- Credit Card Swipe Terminals (per unit) \$75.00
- Remote Deposit Scanners

**If you are interested in any of our additional services or equipment, please contact us for pricing.*

****This quote is valid for 60 days****

12:31

5G

Selah - New Logo

PDF - 26 KB

Order Form: Q-22150-1
 Date: 11/16/2023, 10:28 AM
 Expires On: 2/14/2024



Phone: (866) 777-0069
 Email: info@sprbrk.com

Ship To:
 Kimberly Grimm
 City of Selah
 115 W Naches Ave.
 Selah, Washington 98942

Bill To:
 City of Selah
 115 W Naches Ave.
 Selah, Washington 98942

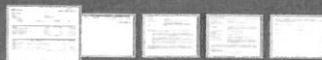
Account Manager	E-mail	Phone Number	Payment Terms
Jason Laulainen	jason.laulainen@sprbrk.com	(509) 284-8344	Net 30

Annual Product Pricing				
PRODUCT	RATE	QTY	DISC (%)	NET PRICE
Utility Billing Essential Subscription	USD 6,450.00	1	27.132	USD 4,700.00
Cash Receipting Essentials Subscription	USD 4,705.00	1	25.611	USD 3,500.00
Financial Essentials Subscription	USD 5,250.00	1	25.714	USD 3,900.00
Payroll Essentials Subscription	USD 5,725.00	1	26.638	USD 4,200.00
Enterprise User Subscription	USD 265.00	5	0.000	USD 1,325.00
Annual Product Pricing Total:				USD 17,625.00

Fixed Fee Professional Services					
PRODUCT	RATE	DESCRIPTION	QTY	DISC (%)	NET PRICE
Fixed Fee Professional Services	USD 8,500.00	Fixed Fee Professional Services	1	15.000	USD 7,225.00
Fixed Fee Professional Services	USD 1,500.00	Fixed Fee Professional Services	1	15.000	USD 1,275.00
Fixed Fee Professional Services	USD 8,000.00	Fixed Fee Professional Services	1	15.000	USD 6,800.00
Fixed Fee Professional Services	USD 10,500.00	Fixed Fee Professional Services	1	15.000	USD 8,925.00
Fixed Fee Professional Services Total:					USD 24,225.00

Estimated Professional Services						
PRODUCT	DESCRIPTION	LIST PRICE	NET PRICE	QTY	DISC %	NET PRICE
Data Conversion	Data Conversion	USD 150.00	USD 150.00	10	0.000	USD 1,500.00
Estimated Professional Services Total:						USD 1,500.00

Grand Total: USD 43,350.00
 * excludes applicable sales tax





CITY OF SELAH

115 West Naches Ave | Selah, WA 98942
(509) 698-7328 | www.selahwa.gov
Mon – Fri 8:00am – 5:00pm

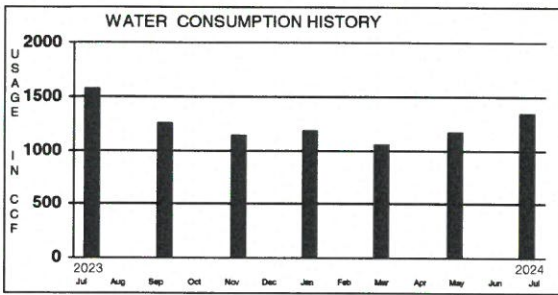
PAST DUE

ACCOUNT NUMBER		CUSTOMER NAME	
SERVICE LOCATION / NUMBER			BILLING DATE
BILLING PERIOD FROM TO		DUE DATE	AMOUNT DUE
PREVIOUS READING	PRESENT READING	DATE	CONSUMPTION

PREVIOUS READING	PRESENT READING	DATE	CONSUMPTION
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CHARGES		AMOUNT
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PAST DUE



PAST DUE TOTAL DUE |||| →

DATABAR - FORM #XXXX - 1/3/2024 PLEASE RETURN THIS PORTION WITH YOUR PAYMENT



CITY OF SELAH

115 West Naches Ave
Selah, WA 98942

This stub ensures that your payment is processed accurately.

DUE DATE		AMOUNT DUE
SERVICE LOCATION / NUMBER		
ACCOUNT NUMBER	CHECK NO.	AMOUNT ENCLOSED
		\$

RESOLUTION NO. 3084

RESOLUTION APPOINTING MEMBERS OF LODGING TAX ADVISORY
COMMITTEE (LTAC) FOR YEAR OF 2024

WHEREAS, Selah Municipal Code (SMC) chapter 1.27, in conjunction with state law, governs the membership of the Lodging Tax Advisory Committee (LTAC) for the City; and


WHEREAS, each January, the Mayor and City Council must decide who will occupy the five LTAC Member positions during that January's calendar year; and

WHEREAS, a total of five Member positions exist; one Member position must be occupied by an elected City official who will then serve as the LTAC Chair; two Member positions must be occupied by representatives of businesses that are located in the city which are required to collect the tax; the final two Member positions must be occupied by representatives, individuals or entities that are located in the city and involved in activities that are eligible to receive LTAC revenues; and if any vacancy(ies) occur during the year, the Mayor will make subsequent nomination(s) to fill the vacancy(ies) and the City Council will again have the authority to approve or disapprove such nomination(s) via a subsequent Resolution; and

WHEREAS, the Mayor has nominated City Councilmember Kevin Wickenhagen to serve as the LTAC Chair, and the City Council finds that good cause exists to confirm Mr. Wickenhagen's appointment as the LTAC Chair;

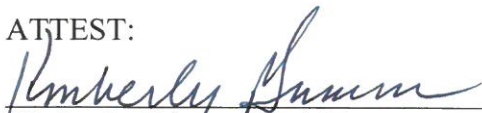
NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that City Councilmember Kevin Wickenhagen is hereby appointed as the LTAC Chair, and, furthermore, the remaining four LTAC positions shall continue to be occupied by the preexisting LTAC members who were appointed during 2023 via Resolution No. 2966.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 9th day of January, 2024.



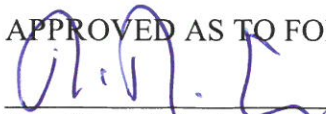
Roger Bell, Mayor

ATTEST:



Kimberly Grimm, Clerk/Treasurer

APPROVED AS TO FORM:



Rob Case, City Attorney



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 1/9/2024

Agenda Number: **14-A**

Action Item

Title: Ordinance Adopting New Sections 6.02.060, 6.02.070, 6.02.080 and 6.02.090 of the Selah Municipal Code, Pertaining to the Use and Possession of Controlled Substances and the Possession of Drug Paraphernalia; Providing for Severability; Authorizing Corrections; and Directing Publication and Establishing an Effective Date

From: 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: This is part of the ongoing process to update the Selah Municipal Code.

During its 2023 session, the state Legislature passed the 49-page Second Engrossed Second Substitute Senate Bill 5536 and the Governor signed such bill into law. Such law made several changes with regard to criminal penalties for controlled substances (a/k/a drugs) violations and also with regard to regulation of drug paraphernalia.

The City's police force and prosecuting attorney have requested that the Selah Municipal Code be updated so as to conform to Senate Bill 5536. Appended to this AIS is a multipart proposed Ordinance, which, if adopted, will accomplish such. Similar ordinances were recently adopted in Yakima and Union Gap.

By adopting the proposed Ordinance, the Selah Municipal Code will be amended so as to create city-level laws that (a) make the public use and/or possession of controlled substances a misdemeanor or gross misdemeanor, depending on the circumstances; (b) make the possession and/or advertising of drug paraphernalia a misdemeanor or gross misdemeanor, depending on the circumstances; and (c) make the public use and/or possession of forty grams of less of cannabis a misdemeanor, while encouraging law enforcement to refer offenders to assessment and diversion programs.

Because drug laws are effectively "preempted" by the state, the City cannot create crimes and/or impose penalties different from state law. But by adopting these state-level laws, the City's police force and prosecuting attorney will now be able to directly enforce these laws within Selah –

which is necessary and important, because the Yakima County Prosecuting Attorney's Office is currently short on manpower and is unable to enforce these misdemeanor-level laws in many circumstances.

City staff requests the City Council to adopt the proposed Ordinance.

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. 2217

ORDINANCE ADOPTING NEW SECTIONS 6.02.060, 6.02.070, 6.02.080 AND 6.02.090 OF THE SELAH MUNICIPAL CODE, PERTAINING TO THE USE AND POSSESSION OF CONTROLLED SUBSTANCES AND THE POSSESSION OF DRUG PARAPHERNALIA; PROVIDING FOR SEVERABILITY; AUTHORIZING CORRECTIONS; AND DIRECTING PUBLICATION AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, City staff recommends that four new sections should be added to the Selah Municipal Code (SMC), specifically within Chapter 6.02 entitled "Criminal Code", so as to establish crimes for public use of controlled substances, public possession of controlled substances and possession of drug paraphernalia, and to specify the applicable punishments; and

WHEREAS, the City Council finds that good cause exists;

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

Section 1. Adoption of New SMC Section 6.02.060. That a new section 6.02.060, labeled "Adoption of State Statutes on Controlled Substances", be and is added to the SMC, to read and provide as follows:

6.02.060 Adoption of State Statutes on Controlled Substances

The following statutes of the state of Washington are hereby adopted by reference, in their currently-existing forms and in any future form or forms following any amendment, addition or recodification:

- (1) RCW 69.50.101, Definitions;
- (2) RCW 69.50.102, Drug paraphernalia—Definitions;
- (3) RCW 69.50.4011, Counterfeit Substances—Penalties—Referral to assessment and services;
- (4) RCW 69.41.030, Sale, delivery, possession, or use of legend drug without prescription or order prohibited—Exceptions—Penalty—Referral to assessment and services;
- (5) RCW 69.41.010, Definitions;
- (6) RCW 69.50.309, Containers;
- (7) RCW 69.50.505, Seizure and forfeiture;
- (8) RCW 69.50.506, Burden of proof; liabilities; and
- (9) RCW 69.50.509, Search and seizure of controlled substances.

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Section 2. Adoption of New SMC Section 6.02.070. That a new section 6.02.070, labeled “Public Use and Possession of Controlled Substances”, be and is added to the SMC, to read and provide as follows:

6.02.070 Public Use and Possession of Controlled Substances

- (1) Except as otherwise authorized by RCW chapter 69.50 or a different applicable law, it is unlawful for any person to:
 - (a) Knowingly possess a controlled substance unless the substance was obtained directly from, or pursuant to, a valid prescription or order of a practitioner while acting in the course of his or her professional practice; or
 - (b) Knowingly use a controlled substance in a public place unless the substance was obtained directly from, or pursuant to, a valid prescription or order of a practitioner while acting in the course of his or her professional practice.
- (2) For purposes of this section 6.02.070, “use a controlled substance” means to introduce the substance into the human body by injection, inhalation, ingestion or any other means.
- (3) For purposes of this section 6.02.070, “public place” has the same meaning as set forth in RCW 66.04.010 in its current form or any future form following any amendment, addition or recodification. The exclusions set forth in RCW 66.04.011 do not apply.
- (4) Except as provided in RCW 69.50.4014 or 69.50.445, a violation of subsection (1)(a) or (1)(b) of this section 6.02.070 is a gross misdemeanor punishable by imprisonment of up to 180 days in jail, or by a fine of not more than \$1,000, or both such imprisonment and fine; provided however that if the defendant has two or more prior convictions under subsection (1)(a) or (1)(b) of this section 6.02.070 occurring after the effective date of this section, then a violation of subsection (1)(a) or (1)(b) of this section 6.02.070 is punishable by imprisonment for up to 364 days in jail, or by a fine of not more than \$1,000, or by both such imprisonment and fine. The prosecutor is encouraged to divert such cases for assessment, treatment or other services.
- (5) No person may be charged under both subsection (1)(a) and (1)(b) of this section 6.02.070 relating to the same course of conduct.
- (6) In lieu of jail booking and referral to the prosecutor, law enforcement is encouraged to offer a referral to assessment and services available under RCW 10.31.110 or from a program or entity responsible for receiving

referrals in lieu of legal system involvement, which may include, but are not limited to, arrest and jail alternative programs established under RCW 36.28A.450, law enforcement-assisted diversion programs established under RCW 71.24.589, and the recovery navigator program established under RCW 71.24.115.

- (7) The possession, by a person 21 years of age or older, of cannabis, useable cannabis, cannabis concentrates or cannabis-infused products in amounts that do not exceed those set forth in RCW 69.50.360(3) is not a violation of this section 6.02.070.
- (8) The possession of cannabis, useable cannabis, cannabis concentrates or cannabis-infused products being physically transported or delivered within the state, in amounts not exceeding those that may be established under RCW 569.50.385(3), by a licensed employee of a common carrier when performing the duties authorized in accordance with RCW 69.50.382 and 69.50.385, is not a violation of this section 6.02.070.
- (9) No person under 21 years of age may knowingly possession cannabis, useable cannabis, cannabis concentrates or cannabis-infused products, regardless of THC concentration. This does not include qualifying patients with a valid authorization. Violation of this subsection (9) of section 6.02.070 is a misdemeanor punishable by imprisonment of up to 90 days in jail, or by a fine of not more than \$1,000, or both such imprisonment and fine.
- (10) The possession by a qualifying patient or designated provider of cannabis, useable cannabis, cannabis concentrates, cannabis-infused products or plants in accordance with RCW chapter 69.51A is not a violation of this section 6.02.070.

Section 3. Adoption of New SMC Section 6.02.080. That a new section 6.02.080, labeled “Drug Paraphernalia—Possession Prohibited”, be and is added to the SMC, to read and provide as follows:

6.02.080 Drug Paraphernalia—Possession Prohibited

- (1) It is unlawful for any person to use drug paraphernalia to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process or prepare a controlled substance other than cannabis. Any person who violates this subsection (1) of section 6.02.080 is guilty of a misdemeanor.
- (2) It is unlawful for any person to deliver, possess with intent to deliver or manufacturer with intent to deliver drug paraphernalia, knowing or under circumstances where on reasonably should know that it will be used to

plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process or prepare a controlled substance other than cannabis. Any person who violates this subsection (2) of section 6.02.080 is guilty of a misdemeanor unless the violation constitutes a gross misdemeanor under subsection (3) of this section 6.02.080.

- (3) Any person eighteen years of age or over who violates subsection (2) of this section 6.02.080 by delivering drug paraphernalia to a person under eighteen years of age who is at least three years his or her junior is guilty of a gross misdemeanor.
- (4) It is unlawful for any person to place in or on any newspaper, magazine, handbill, other publication or upon the internet any advertisement or notice knowing or under circumstances where one reasonably should know that the purpose of the advertisement or notice is, in whole or in part, to promote the sale of objects designed or intended for use as drug paraphernalia. Any person who violates this subsection (4) of section 6.02.080 is guilty of a misdemeanor.

Section 4. Adoption of New SMC Section 6.02.090. That a new section 6.02.090, labeled “Possession of Less than 40 Grams of Cannabis—Penalty”, be and is added to the SMC, to read and provide as follows:

6.02.090 Possession of Less than 40 Grams of Cannabis—Penalty


- (1) Except as provided in RCW 69.50.401(2)(c) or as otherwise authorized by RCW chapter 69.50 or a different applicable law, any person found guilty of knowing possession of forty grams or less of cannabis is guilty of a misdemeanor. The prosecutor is encouraged to divert cases under this subsection (1) of section 6.02.090 for assessment, treatment or other services.
- (2) In lieu of jail booking and referral to the prosecutor, law enforcement is encouraged to offer a referral to assessment and services available under RCW 10.31.110 or from a program or entity responsible for receiving referrals in lieu of legal system involvement, which may include, but are not limited to, arrest and jail alternative programs established under RCW 36.28A.450, law enforcement-assisted diversion programs established under RCW 71.24.589, and the recovery navigator program established under RCW 71.24.115.

Section 5. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 6. Corrections. The City Attorney and the codifiers of the SMC are authorized to make any necessary or desirable clerical or formatting changes – including but not limited to correcting scrivener errors; changing formatting; eliminating bold, italic and underscore emphasis; changing numbering; and correcting references – when publishing or republishing the official text of any section(s), Chapter(s), title(s) or other portion(s) of the SMC due to any amendment, addition, alteration, change, impact or enactment effectuated by this Ordinance.

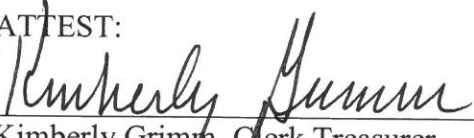
Section 7. Publishing & Effective Date. Consistent with RCW 35A.12.130 (3rd ¶) and .160 (1st and 2nd ¶¶), this Ordinance or a summary of it shall be published at least once in the City's official newspaper prior to the Ordinance taking effect.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH,
WASHINGTON this 9th day of January, 2024.




Roger Bell, Mayor

ATTEST:



Kimberly Grimm, Clerk Treasurer

APPROVED AS TO FORM:



Rob Case, City Attorney



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 1/9/2024

Agenda Number: 14-B

Action Item

Title: Ordinance Amending the 2024 Base Salary and Wage Schedule for Unrepresented (a/k/a Non-Union) Positions

From: Rich Huebner, City Administrator

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: N/A

Funding Source: N/A

Background/Findings/Facts: At the conclusion of each calendar year, the City Council needs to establish – by adopting an Ordinance – the salary and wage base rates that will apply for the City's unrepresented (a/k/a non-union) positions during the following calendar year. The base rates for 2024 were adopted by the City Council via passage of Ordinance No. 2215 at its Regular Meeting on December 12, 2023. A revision to the placement of positions is the subject of this AIS and the corresponding proposed four-page Ordinance; no changes to the approved base rates are proposed in this AIS or the corresponding Ordinance.

On December 4, 2023, the leaders of the Community Development and Community Services divisions were informed by the previous City Administrator that their positions would be transferred to the Public Works Department and that the Public Works Director would be the department head for these positions. These divisions had, until that date, been assigned to the Executive Department, and their supervisors reported to the City Administrator. This alteration to the organizational structure of the City was announced by the previous City Administrator to the affected staff without consultation with the incoming City Administrator.

The proposal before the City Council reorients the Community Development and Community Services divisions within the Executive Department. Within the first half of the 2024 calendar year, the City Administrator will conduct a thorough analysis of the organizational structure of the City of Selah and a compensation analysis using a comparable set of similarly sized and located municipalities, and will suggest to the Mayor and City Council any revisions that are deemed necessary and prudent.

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:
12/12/2023	Ordinance No. 2215 – Ordinance Establishing the 2024 Base Salary and Wage Schedule for Unrepresented (a/k/a Non-Union) Employment Positions

ORDINANCE NO. 2218

ORDINANCE ESTABLISHING THE 2024 BASE SALARY AND WAGE SCHEDULE FOR UNREPRESENTED (A/K/A NON-UNION) POSITIONS

WHEREAS, the City needs to establish the salary and wage schedule that will apply for the City's unrepresented (a/k/a non-union) positions during the calendar year of 2024;

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

Section 1. Salary and Wage Rates for 2024. During the calendar year of 2024, the following respective monthly salary ranges and hourly wage ranges will apply for the City's unrepresented (a/k/a non-union) positions:

Full-Time Regular Employee
Positions Established by
SMC 1.10.031(f):

(all figures are gross)
Monthly Salary:

minimum **maximum**

Executive

Administration

(ranges of approx. 15%)

City Administrator	\$ 9,600	\$11,262
Clerk-Treasurer	\$ 8,600	\$10,131
City Attorney	\$12,900	\$15,070
Human Resrcs./Public Rcrds. Mngr./Admin. Asst. (as 3 combined positions)	\$ 5,900	\$ 6,911
Human Resources Manager	\$ 4,500	\$ 5,250
Public Records Manager	\$ 4,650	\$ 5,436
Admin. Asst. (a/k/a Exc. Asst.)	\$ 4,375	\$ 5,107
Payroll & Accts. Pyabl. Spclst.	\$ 4,375	\$ 5,107
Utility Billing Specialist	\$ 4,375	\$ 5,107
Court Clerk & Administrator	\$ 4,375	\$ 5,107

Community Development

(ranges of approx. 15%)

Community Dvlpmt. Superv. (a/k/a Cmty. Plnr. or Code Dftr.)	\$ 7,500	\$ 8,821
Building & Code Inspector	\$ 5,000	\$ 5,943
Code Enfor. & Strwtr. Mgmt.	\$ 4,000	\$ 4,666
Plnng. & Bldg. Permit Spclst.	\$ 3,600	\$ 4,465

Community Services

(ranges of approx. 15%)

Community Services Mngr.	\$ 4,600	\$ 5,462
Recr. Coord. – Youth Sports	\$ 3,400	\$ 4,038
Facility Coord. – Civic Center	\$ 3,400	\$ 4,038

Public Works

Administration & Utilities

(ranges of approx. 15%)

Public Works Director	\$ 7,900	\$ 9,269
Public Works Utility Superv.	\$ 7,500	\$ 8,821
Public Works Engineer Tech.	\$ 4,600	\$ 5,369
Public Works Admin. Asst.	\$ 4,100	\$ 5,107

Wastewater Treatment Plant

(ranges of approx. 15%)

WWTP. Supervisor	\$ 6,900	\$ 8,130
WWTP. Lab Tech IV	\$ 5,500	\$ 6,325
WWTP Lab Tech III	\$ 5,300	\$ 6,217
WWTP. Operator IV	\$ 5,300	\$ 6,217
WWTP. Operator III	\$ 5,100	\$ 5,952
WWTP. Operator II	\$ 4,700	\$ 5,577
WWTP. Operator I	\$ 4,450	\$ 5,198
WWTP. Operator Trainee	\$ 4,100	\$ 4,820
WWTP. Mechanic	\$ 4,400	\$ 5,150

Police Department

(ranges of approx. 15%)

Police Chief	\$ 9,250	\$10,801
Deputy Chief of Police	\$ 8,600	\$10,080
Police Lieutenant	\$ 8,000	\$ 9,345

Fire Department

(range of approx. 15%)

Fire Chief	\$10,200	\$11,991
------------	----------	----------

(step ranges of approx. 4%)

Deputy Fire Chief – Step 3	\$ 9,242	\$ 9,593
Deputy Fire Chief – Step 2	\$ 8,890	\$ 9,242
Deputy Fire Chief – Step 1	\$ 7,683	\$ 8,890
Captain – Step 3	\$ 7,479	\$ 7,684
Captain – Step 2	\$ 7,274	\$ 7,479
Captain – Step 1	\$ 7,070	\$ 7,274
Lieutenant – Step 3	\$ 6,884	\$ 7,070
Lieutenant – Step 2	\$ 6,699	\$ 6,884
Lieutenant – Step 1	\$ 6,504	\$ 6,699
Firefighter – Step 3	\$ 5,983	\$ 6,504
Firefighter – Step 2	\$ 5,286	\$ 5,983
Firefighter – Step 1	\$ 5,062	\$ 5,286

Firefighter – Probationary	\$ 4,300	\$ 5,062
	(range of approx. 20%)	
Fire Dept. Admin. Asst.	\$ 4,300	\$ 5,062

Part-Time, Seasonal & Temporary Positions:

(all figures are gross)
Hourly Rate:

	<u>minimum</u>	<u>maximum</u>
Office Assistant	\$ 17.58	\$ 20.51
PW. Laborer II	\$ 18.64	\$ 21.53
PW. Laborer I	\$ 16.28	\$ 18.38
Recr. Sports Supervisor	\$ 16.28	\$ 18.38
Recr. Programs: Spts. Ref. III	\$ 16.28	\$ 17.22
Recr. Programs: Spts. Ref. II	\$ 16.28	\$ 16.91
Recr. Programs: Spts. Ref. I or Scorekeeper	\$ 16.28	\$ 16.80

The state-wide minimum wage during 2024 will be \$16.28 per hour. As allowed by state law, any referee or scorekeeper who is 14 or 15 years of age may be employed at an hourly rate that is 85% of the then-applicable minimum wage, which will equate to \$13.84 per hour during the calendar year of 2024.

Section 2. Clarifications and Cross-References. The following clarifications and cross-references apply:


- a. Not every position recited above is presently occupied as of the date of this Ordinance and the City is not required to fill every position. As allowed by SMC 1.10.031(e), some positions recited above are nonexclusive positions, which means that multiple people may occupy those positions at the same time.
- b. As allowed by SMC 1.10.031(a) & (c), additional or different positions may be created at the discretion of the Mayor, and multiple positions may be combined at the discretion of the Mayor so long as the salary/wage rate paid to any person occupying a combined position does not exceed the maximum amount specified on this Ordinance for the highest-paid of the combined positions or a new amount specifically approved by the City Council. As of the date of this Ordinance, the three positions of Human Resources Manager, Public Records Manager and [City Hall] Administrative Assistant are combined and are occupied by a single person, and such person will be paid a salary that does not exceed the maximum amount specified on this Ordinance for such combined position.
- c. This Ordinance establishes a salary/wage range for each position. Whenever the City advertises an opening as to any position recited above, the full salary/wage range should be specified within the advertisement(s). Any new person hired into a fulltime position recited above should ordinarily begin at, or near, the minimum rate amount specified for that

position. Thereafter, one or more periodic salary/wage increase(s) should occur when appropriate prior to the person then earning the maximum salary/wage for the fulltime position. When a person is promoted from a fulltime position to a higher fulltime position, the person may immediately be paid the maximum rate specified for the higher fulltime position at the discretion of the Mayor.

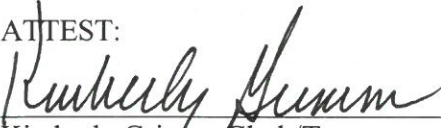
- d. This Ordinance only establishes base salary rates and base wage rates. By contrast, it does not establish, guarantee or restrict any fringe benefits (such as insurance coverage, vacation and leave accruals, and retirement accruals), any longevity pay accruals or any overtime or comp time accruals that might exist or apply.
- e. As reflected by its title and body, this Ordinance only pertains to unrepresented (a/k/a non-union) positions. Represented employees (a/k/a union members) will be paid the salaries/wages specified by the then-applicable Collective Bargaining Agreement (or other union contract) that governs their employment. As of the date of this Ordinance, most Police Department employees and many Public Works Department employees are represented employees (a/k/a union members).
- f. Ordinance No. 2185 was the applicable salary and wage ordinance for the year of 2023.

Section 3. Publishing and Effective Date. This Ordinance shall take effect and be in full force as of January 1, 2024. A summary of this Ordinance shall be published in the City's official newspaper, consistent with RCW 35A.12.120 and .160, at least five calendar days prior to January 1, 2023.


PASSED AND ORDAINED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 9th day of January, 2024.



Roger Bell, Mayor

ATTEST:


Kimberly Grimm, Clerk/Treasurer

APPROVED AS TO FORM:


Rob Case, City Attorney

ORDINANCE NO. _____

ORDINANCE ESTABLISHING THE 2024 BASE SALARY AND WAGE SCHEDULE FOR UNREPRESENTED (A/K/A NON-UNION) POSITIONS

WHEREAS, the City needs to establish the salary and wage schedule that will apply for the City's unrepresented (a/k/a non-union) positions during the calendar year of 2024;

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

Section 1. Salary and Wage Rates for 2024. During the calendar year of 2024, the following respective monthly salary ranges and hourly wage ranges will apply for the City's unrepresented (a/k/a non-union) positions:

<u>Full-Time Regular Employee</u> <u>Positions Established by</u> <u>SMC 1.10.031(f):</u>	(all figures are gross) <u>Monthly Salary:</u>	
	<u>minimum</u>	<u>maximum</u>
<u>Executive</u>		
<u>Administrative</u>	(ranges of appr. 15%)	
City Administrator	\$ 9,600	\$11,262
Clerk-Treasurer	\$ 8,600	\$10,131
City Attorney	\$12,900	\$15,070
Human Resrcs./Public Rcrds. Mngr./Admin. Asst. (as 3 combined positions)	\$ 5,900	\$ 6,911
Human Resources Manager	\$ 4,500	\$ 5,250
Public Records Manager	\$ 4,650	\$ 5,436
Admin. Asst. (a/k/a Exc. Asst.)	\$ 4,375	\$ 5,107
Payroll & Accts. Pyabl. Spclst.	\$ 4,375	\$ 5,107
Utility Billing Specialist	\$ 4,375	\$ 5,107
Court Clerk & Administrator	\$ 4,375	\$ 5,107
<u>Community Development</u>	(ranges of appr. 15%)	
<u>Community Dvlpmt. Superv.</u> <u>(a/k/a Cmty. Plnr. or Code Dftr.)</u>	\$ 7,500	\$ 8,821
<u>Building & Code Inspector</u>	\$ 5,000	\$ 5,943
<u>Code Enfor. & Strwtr. Mgmt.</u>	\$ 4,000	\$ 4,666
<u>Plnng. & Bldg. Permit Spclst.</u>	(range of appr. 20%)	
	\$ 3,600	\$ 4,465
<u>Community Services</u>	(ranges of appr. 15%)	

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Community Services Mngr.	\$ 4,600	\$ 5,462
Recr. Coord. – Youth Sports	\$ 3,400	\$ 4,038
Facility Coord. – Civic Center	\$ 3,400	\$ 4,038

Public Works:

Administration & Utilities	(ranges of appr. 15%)	
Public Works Director	\$ 7,900	\$ 9,269
Public Works Utility Superv.	\$ 7,500	\$ 8,821
Public Works Engineer Tech.	\$ 4,600	\$ 5,369
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Public Works: Community Development	(ranges of appr. 15%)	
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	(range of appr. 20%)	
Plang. & Bldg. Permit Spelst.	\$ 3,600	\$ 4,465

Public Works: Wastewater Treatment Plant	(ranges of appr. 15%)	
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Public Works: Community Services	(ranges of appr. 15%)	
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Police Department	(ranges of appr. 15%)	
Police Chief	\$ 9,250	\$10,801
Deputy Chief of Police	\$ 8,600	\$10,080
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Fire Department	(range of appr. 15%)	
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Fire Chief	\$10,200	\$11,991
	(step ranges of appr. 4%)	
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- b. As allowed by SMC 1.10.031(a) & (c), additional or different positions may be created at the discretion of the Mayor, and multiple positions may be combined at the discretion of the Mayor so long as the salary/wage rate paid to any person occupying a combined position does not exceed the maximum amount specified on this Ordinance for the highest-paid of the combined positions or a new amount specifically approved by the City Council. As of the date of this Ordinance, the three positions of Human Resources Manager, Public Records Manager and [City Hall] Administrative Assistant are combined and are occupied by a single person, and such person will be paid a salary that does not exceed the maximum amount specified on this Ordinance for such combined position.
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Section 3. Publishing and Effective Date. This Ordinance shall take effect and be in full force as of January 1, 2024. A summary of this Ordinance shall be published in the City's official newspaper, consistent with RCW 35A.12.120 and .160, at least five calendar days prior to January 1, 2023.

PASSED AND ORDAINED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 12th day of December, 2023.

Sherry Raymond Roger Bell, Mayor

ATTEST:

| ~~Dale E. Novobilski~~Kimberly Grimm, Clerk/Treasurer

APPROVED AS TO FORM:

Rob Case, City Attorney

**CITY OF SELAH
COUNCIL MEETING SIGN-IN SHEET**

DATE: January 9, 2024

Name	Address
Barb Petrea	604 Lancaster Rd.
Jason Williams	918 Crestview Dr.
Lisa + Cambree Andon	102 E Waches Ave
Katrina Henke	Frits spur
Adam Smith	Selah Journal
Macey Schelle	208 Taylor Rd.

COUNCIL ROLL CALL LIST: Meeting Date: 01/09/2024

YES	ROLL CALL	NO
✓	Councilmember Monaghan	
✓	Councilmember Peterson	
✓	Councilmember Marquis	
✓	Councilmember Costello	
✓	Councilmember Wickenhagen	
✓	Councilmember Longmire	
✓	Councilmember Iverson	
	RESULTS	
	PASS (Y) (N)	

AS AMENDED

YES	CONSENT	NO
✓	Councilmember Monaghan	
✓	Councilmember Peterson	
✓	Councilmember Marquis	
✓	Councilmember Costello 1	
✓	Councilmember Wickenhagen 2	
✓	Councilmember Longmire	
✓	Councilmember Iverson	
7	RESULTS	0
	PASS (Y) (N)	

MOVE 13-D TO

YES	CONSENT	NO
X	Councilmember Monaghan	
X	Councilmember Peterson	
X	Councilmember Marquis 2	
X	Councilmember Costello	
X	Councilmember Wickenhagen 1	
X	Councilmember Longmire	
X	Councilmember Iverson	
	RESULTS	
	PASS (Y) (N)	

GROUP VOTE

YES	MAJOR PROBLEM	NO
✓	Councilmember Monaghan	
✓	Councilmember Peterson	
✓	Councilmember Marquis	
✓	Councilmember Costello	
✓	Councilmember Wickenhagen	
✓	Councilmember Longmire	
✓	Councilmember Iverson	
7	RESULTS	0
	PASS (Y) (N)	

COUNCIL ROLL CALL LIST: Meeting Date: 01/09/2024

YES	RESO 13-A	NO
✓	Councilmember Monaghan	
✓	Councilmember Peterson 2	
✓	Councilmember Marquis	
✓	Councilmember Costello	
✓	Councilmember Wickenhagen 1	
✓	Councilmember Longmire	
✓	Councilmember Iverson	
7	RESULTS	∅
	PASS (Y) (N)	

YES	13-C	NO
✓	Councilmember Monaghan	
✓	Councilmember Peterson	
✓	Councilmember Marquis	
✓	Councilmember Costello	
✓	Councilmember Wickenhagen	
✓	Councilmember Longmire	
✓	Councilmember Iverson	
7	RESULTS	∅
	PASS (Y) (N)	

YES	RESO 13-B	NO
✓	Councilmember Monaghan	
✓	Councilmember Peterson 1	
✓	Councilmember Marquis	
✓	Councilmember Costello	
✓	Councilmember Wickenhagen	
✓	Councilmember Longmire	
✓	Councilmember Iverson 2	
7	RESULTS	∅
	PASS (Y) (N)	

YES	13-E SUB 1	NO
✓	Councilmember Monaghan	
✓	Councilmember Peterson 2	
✓	Councilmember Marquis	
✓	Councilmember Costello 1	
✓	Councilmember Wickenhagen	
✓	Councilmember Longmire	
✓	Councilmember Iverson	
7	RESULTS	∅
	PASS (Y) (N)	

COUNCIL ROLL CALL LIST: Meeting Date: 01/09/2024

W/AMMENDMENT

YES	<i>RESO 13-E</i>	NO
✓	Councilmember Monaghan	
✓	Councilmember Peterson	
✓	Councilmember Marquis	
✓	Councilmember Costello <i>2</i>	
✓	Councilmember Wickenhagen <i>1</i>	
✓	Councilmember Longmire	
✓	Councilmember Iverson	
<i>7</i>	RESULTS	<i>0</i>
	PASS <i>(Y)</i> (N)	

YES	<i>13-G</i>	NO
✓	Councilmember Monaghan	
✓	Councilmember Peterson	
✓	Councilmember Marquis <i>1</i>	
✓	Councilmember Costello	
✓	Councilmember Wickenhagen	
✓	Councilmember Longmire	
✓	Councilmember Iverson <i>2</i>	
<i>7</i>	RESULTS	<i>0</i>
	PASS <i>(Y)</i> (N)	

YES	<i>13-F</i>	NO
✓	Councilmember Monaghan	
✓	Councilmember Peterson	
✓	Councilmember Marquis	
✓	Councilmember Costello	
✓	Councilmember Wickenhagen <i>1</i>	
✓	Councilmember Longmire	
✓	Councilmember Iverson <i>2</i>	
<i>7</i>	RESULTS	<i>0</i>
	PASS <i>(Y)</i> (N)	

YES	<i>13-H</i>	NO
✓	Councilmember Monaghan	
✓	Councilmember Peterson	
✓	Councilmember Marquis	
✓	Councilmember Costello	
<i>OBS</i>	Councilmember Wickenhagen	<i>OBS</i>
✓	Councilmember Longmire	
✓	Councilmember Iverson	
<i>6</i>	RESULTS	<i>0</i>
	PASS <i>(Y)</i> (N)	

COUNCIL ROLL CALL LIST: Meeting Date: 01/09/2024

YES	RESO 13-I	NO
✓	Councilmember Monaghan	
✓	Councilmember Peterson 2	
✓	Councilmember Marquis	
✓	Councilmember Costello 1	
✓	Councilmember Wickenhagen	
✓	Councilmember Longmire	
	Councilmember Iverson	✓
6	RESULTS	1
	PASS (Y) (N)	

YES	ORD 14-A	NO
✓	Councilmember Monaghan	
✓	Councilmember Peterson	
✓	Councilmember Marquis	
✓	Councilmember Costello 1	
✓	Councilmember Wickenhagen	
✓	Councilmember Longmire	
✓	Councilmember Iverson 2	
7	RESULTS	0
	PASS (Y) (N)	

YES	RESO 13-J	NO
✓	Councilmember Monaghan	
✓	Councilmember Peterson 1	
✓	Councilmember Marquis	
✓	Councilmember Costello 2	
✓	Councilmember Wickenhagen	
✓	Councilmember Longmire	
✓	Councilmember Iverson	
7	RESULTS	0
	PASS (Y) (N)	

YES	ORD 14-B	NO
✓	Councilmember Monaghan	
✓	Councilmember Peterson	
✓	Councilmember Marquis	
✓	Councilmember Costello	
✓	Councilmember Wickenhagen 1	
✓	Councilmember Longmire	
✓	Councilmember Iverson 2	
7	RESULTS	0
	PASS (Y) (N)	

COUNCIL ROLL CALL LIST: Meeting Date: 01/09/2024

AGENDA CHANGE

YES	<i>ADD 13-K</i>	NO
✓	Councilmember Monaghan	
✓	Councilmember Peterson	
✓	Councilmember Marquis	
✓	Councilmember Costello	
✓	Councilmember Wickenhagen	
✓	Councilmember Longmire	
✓	Councilmember Iverson	
7	RESULTS	∅
	PASS (Y) (N)	

YES		NO
	Councilmember Monaghan	
	Councilmember Peterson	
	Councilmember Marquis	
	Councilmember Costello	
	Councilmember Wickenhagen	
	Councilmember Longmire	
	Councilmember Iverson	
	RESULTS	
	PASS (Y) (N)	

YES	<i>13-K APPROVE</i>	NO
✓	Councilmember Monaghan <i>1</i>	
✓	Councilmember Peterson <i>2</i>	
✓	Councilmember Marquis	
✓	Councilmember Costello	
✓	Councilmember Wickenhagen	
✓	Councilmember Longmire	
✓	Councilmember Iverson	
7	RESULTS	∅
	PASS (Y) (N)	

YES		NO
	Councilmember Monaghan	
	Councilmember Peterson	
	Councilmember Marquis	
	Councilmember Costello	
	Councilmember Wickenhagen	
	Councilmember Longmire	
	Councilmember Iverson	
	RESULTS	
	PASS (Y) (N)	

01/09/2024 HANDOUT TO COUNCIL FROM
MARY SCHULER - PUBLIC COMMENT

11-07-2023

The current Long Range Facility Plan needs.

1. Remodeling & Upgrades, including the potential for a Performance Art Center.

2. Artificial Turf

3. Green Building (1257 Bill)

*Outstanding \$59,000.000 this is what we still owe on 3 Schools
(2036) payoff

NON--VOTED BONDS

VOTED DEDT \$3,160.135.151 5.00%

*(CAPACITY) OR (BOND)

" PAY BACK WITH IN 6 YEARS "

* Bond the State will match Dollars

*REFINCE BOND (2027) \$4,300.000 (NEW TAX FOR SCHOOLS)

**Selah School District
Long-Range Facility Plan
December, 2017 Final**

Established by District Facilities Committee

This long range facility plan is intended to assist the Selah School District in determining capital facility priorities, including potential bond proposals, for the next 20 years. Besides replacing John Campbell in Phase 1, the remainder of the list is advisory only. The school board will make decisions on bond packages and capital projects using this list as a reference. In addition, this list should be reviewed annually and updated at least every 6 years along with the completion of a new Study and Survey.

Phase 1 - To be completed as soon as possible beginning with a bond proposal ready for voters in April of 2018.

Two new facilities to replace the current John Campbell Primary campus. One campus at the current Robert Lince site as a Kindergarten-only building and one at the current John Campbell site as a new 1-2 building. Both will include safer drop-off/pick-up locations and bus loading zones.

Phase 2 - To be completed within the next 20 years through future bond proposals.

Within the next 10 years: Selah High School remodel and upgrades, including the potential addition of a performing arts center. Remodel and upgrades to be determined through future facilities planning. Within the next 20 years: Selah Intermediate School remodel and upgrades. Remodel and upgrades to be determined through future facilities planning.

Supplemental Projects - To be added on to bond packages at the school board's discretion depending on pricing. In addition, these projects could be completed through other funding mechanisms (capital projects money, donations/fundraising, etc.). This list is in order of priority.

1. Transportation facility upgrades.
2. Address drainage issues at the high school football field. One idea to accomplish this is through the installation of artificial field turf.
3. Maintenance facility upgrades.

Other Projects - These are things important to the facilities committee and should be discussed/addressed through ongoing capital improvements and discussions with the City of Selah.

- Alleviate congestion on 1st avenue that makes it dangerous for middle and high school students Continue making safety upgrades and improvements to all campuses through the safety committee recommendations from each campus.
- Continue making energy upgrades to improve efficiency and save money through the capital and maintenance project review process each year.
- Begin discussions about potential property acquisition for future growth.

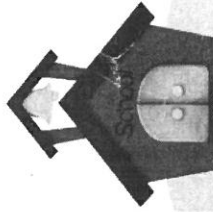
Long-Range Facilities Committee Meeting, Tuesday, November 7th

Heidi Diener • hace un día • Wednesday, Nov 1 at 11:41 AM • Selah School District

The Selah School District is holding a Long-Range Facilities Committee Meeting on **Tuesday, November 7, from 6:00 – 7:30 in the District Board Room**. If you are interested in being part of the development of a new long-range facilities plan for the District, please join us. If you have any questions, please contact call **509-698-8001**.

Selah School District Facilities Committee

Meeting



Long Range Facilities Committee
Tuesday, November 7 @ 6:00 - 7:30 p.m.
@ District Board Room

*Join Us If You are Interested in Participating in the
Development of a New Long Range Facilities Plan for the District*

Call **509-698-8001** With Questions

