



SELAH CITY COUNCIL

February 13, 2024

5:30 p.m. – Regular Scheduled Meeting

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

A yellow AIS cover page indicates an action item.

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



Selah City Council
Meeting Date: January 23, 2024
5:30 p.m.: Regular Meeting

Mayor:	Roger Bell
Mayor Pro Tempore 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 Darin Brown 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 January 23, 2023 Council Meeting
- B. Kimberly Grimm * Approval of Claims & Payroll
- C. Rocky Wallace * Resolution Declaring the Fremont Avenue Sewer and Resurfacing Improvements Project to be Complete and Accepting the Work and Materials
- D. Rocky Wallace * A Resolution Authorizing the Public Works Director to Sign a Water Quality Stormwater Capacity Agreement with the Washington Department of Ecology for \$130,000.00 in Grant Funds for the City's Stormwater Management Plan
- E. Jeff Peters * Resolution Authorizing the Mayor to Sign the Washut Outside Utility Agreement (OUA -2024-001)

11) **Public Hearings – None**

12) **General Business**

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

13) **Resolutions**

- A. Rocky Wallace Resolution Authorizing the Mayor or Public Works Director to Sign and Submit a Rebuilding America Infrastructure with Sustainability and Equity (RAISE) 2024 Funding Application to the U.S. Department of Transportation, for a Suite of Transportation Studies Focusing on State Route 823 and Southern Avenue and also a Possible Extension of Naches Avenue to Interstate 82

- 14) **Ordinances**
 - A. Kimberly Grimm Ordinance Amending the 2024 Budget for the Expenditure of Lodging Taxes
- 15) **Reports/Announcements**
 - A. Departments
 - B. Councilmembers, personally and on behalf of committees and boards
 - C. City Attorney
 - i. Administrator's Report – Amendment to Agreement with Beckwith Consulting Group for Middle Housing Grant Scope of Work (Resolution 3064)
 - D. City Administrator
 - E. Mayor or Presiding Officer, personally and on behalf of committees and boards
- 16) **Executive Session - None**
- 17) **Closed Session - None**
- 18) **Adjournment**

Next Regular Study Session and Meeting: February 27, 2024 at 5:30 p.m.



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 2/13/2024

Agenda Number: 10-A*

Action Item

Title: Approval of Meeting Minutes from January 23, 2024 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
January 23, 2024

Call to Order:

Mayor Bell called the meeting to order at 5:30 p.m.

Roll Call:

Councilmembers Present: Councilmember Monaghan, Clifford Peterson, Michael Costello, Kevin Wickenhagen, William Longmire, Jared Iverson

Absent Member: Elizabeth Marquis

Staff Present: Rich Huebner, City Administrator; Rob Case, City Attorney; James Lange, Fire Chief; Rocky Wallace, Public Works Director; Kimberly Grimm, 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 Josiah Sherk from Harvest Church, Selah provided prayer

Agenda Changes:

Mayor Bell stated that Appendix-A and B regarding the Housing Action Plan, and provided to Council tonight, is to be included with Resolution 13-A and considered for approval.

Comments from the Public:

One prearranged comment from Selland Construction. Mayor Bell requested the Council approve 10 minutes for her to present. Councilmember Wickenhagen moved to approve Ms. Flowers to have 10 minutes for presentation. Councilmember Costello seconded. Motion carries.

Stephanie Flowers, from Selland Construction, presented information on Selland Construction and their support of the Housing Action Plan.

Next, Jason Williams, representative of the Selah Food Bank spoke to the Council regarding the new food bank, completed construction, new hours, and success in receiving donations.

Proclamations and Announcements:

Mayor Bell recognized four Selah High School students for their success in FFA and the "Horsing Around" event. Mayor Bell presented Natalie Barnett, Myranda Bellotti, Gabrielle Felix, and Isabella Hovorka with a certificate of recognition and a Selah coin.

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

Mayor Bell presented the stipulations of the Consent Agenda. Councilmember Wickenhagen moved to approve the Consent Agenda as presented. Councilmember Peterson seconded. Mayor Bell restated the motion and asked council for discussion. Hearing none, Mayor Bell requested a voice vote to approve the motion. By voice vote motion carries.

Approved Consent Agenda:

- A. Treesa Morales * Approval of Minutes from January 9, 2023 Study Session and Council Meeting
- B. Kimberly Grimm * Approval of Claims & Payroll
Payroll Checks No.: 85962 – 86045 for a total of \$744,899.31
Claim Checks No.: 180958 – 181029 for a total of \$1,151,381.99
- C. Rocky Wallace * Resolution Authorizing the Mayor to Sign “Task Order No. 2” with Gray & Osborne, Inc., for Professional Services Related to the City’s East Orchard Avenue Sidewalk Project
- D. Rocky Wallace * Resolution Adopting the City’s Local Road Safety Plan
- E. Rocky Wallace * Resolution Authorizing the Mayor to “Task Order No. 2024-02” with HLA Engineering and Land Surveying, Inc., for Professional Services Related to the City’s Lyle Avenue Water Main Improvements Project

Public Hearing:

Mayor Bell called on Community Development Supervisor, Jeff Peters, to introduce and present the Open Record Public Hearing to Consider Approval and Adoption of the City of Selah’s 2023 Housing Action Plan (HAP). After presentation, Mayor Bell opened the public hearing.

5:48 p.m. – Public Hearing Opened.

Councilmember Wickenhagen asked a question regarding page 14 of the HAP, where it lists implementation of accessory dwelling units (ADUs). Mr. Wickenhagen noted that the HAP indicated that they are not popular with the public, so why are they listed as an important task? Mr. Peters replied that House Bill 1220 requires that Cities include ADUs in the plan and requires that Cities allow them. Councilmember Wickenhagen asked if that was for the population of Selah or for a higher population? Mr. Peters replied no, the bill includes lower populations like Selah.

Councilmember Wickenhagen asked Mr. Peters what his plan is to complete the list of tasks? Mr. Peters said the HAP gives the rules of the road, but asked Tom Beckwith to provide the answer to Mr. Wickenhagen’s question. Mr. Beckwith came to the podium and explained that

middle housing parameters will be completed by the end of this year. And then the Council and City will have to look at Tier-3 requirements for feasibility. Councilmember Iverson asked if other departments would still be required to approve any new buildings or add-ons? Mr. Peters said yes. Mr. Iverson asked how it is determined who owns what on the property if something like an ADU is purchased? Mr. Peters explained that the original property owner could do a financial segregation to carve off the area of the ADU and provide ownership to the new buyer.

Hearing no further comments from the council, Mayor Bell asked for any comments from the public.

Lisa Gordon, local property owner, spoke during the public hearing and expressed her major concern with the emergency housing permissions on page 14 regarding the permission to allow housing for homeless in the middle part of town. Ms. Gordon said she has a major concern about this and would like to see something solved so the integrity of the downtown area is not diminished. Councilmember Monaghan asked if her concern was regarding accessibility for the homeless or where the buildings housing homeless would be allowed? Ms. Gordon said the location is a big concern – based on what it says in the packet. Mr. Peters explained that this is related to 1437, and that he believes it is a requirement. Mr. Beckwith clarified that it is a requirement that permanent structures for housing for homeless must be approved where ever hotels are allowed.

Hearing no further comments, Mayor Bell closed the public hearing.

6:05 p.m. – Public Hearing Closed.

Resolutions.

Resolution 13-A. Resolution approving and adopting the City of Selah’s 2023 Housing Action Plan.

Introduced by Mayor Bell. Presented by Community Development Supervisor, Jeff Peters. After discussion,

Councilmember Costello moved to approve the resolution as presented. Councilmember Wickenhagen seconded. Mayor Bell restated the motion and asked Council for any more discussion.

Councilmember Iverson asked about Ms. Gordon’s comment of homeless housing. Mr. Iverson said there is not much open land to be purchased for building, but asked if the HAP would allow someone to purchase property to do so. Mr. Peters said if there is a vacant building, someone could redevelop it into a housing shelter. Councilmember Peterson asked where Selah currently has this type of zoning? Mr. Peters pointed to the red area on the map on the wall. Mr. Peterson asked if this was something that could be looked at during a rezoning discussion? Mr. Peters said yes, with the State changes, Mr. Beckwith will be looking at how this will affect the current zoning ordinance and making recommendations to Council and the Planning Commission

regarding different parts of the HAP and address them separately. Mr. Beckwith added that the City will be updating the comprehensive plan and housing regulations next year and the HAP will provide insights and the ability to incorporate it in the updated comprehensive plan.

Hearing no further discussion, Mayor Bell requested roll call from Mrs. Morales. Executive Assistant Morales called roll. Councilmember Monaghan – yes; Councilmember Peterson – yes; Councilmember Marquis – absent; Councilmember Costello – yes; Councilmember Wickenhagen – yes; Councilmember Longmire – yes; Councilmember Iverson – yes. Motion carries.

Resolution 13-B. Resolution Declaring that an Emergency Exists Due to Unexpected Failure of the Influent Screen at the City’s Wastewater Treatment Plant; Waiving all Typically-Applicable Competitive Bidding Requirements; Authorizing the Public Works Director to Sign One or More Contracts to Purchase all Necessary Replacement Equipment and to Obtain all Necessary Planning and/or Installation Services Without Delay or Further Approval; Authorizing All Necessary Work to Commence Without Delay or Further Approval; And Providing for Publication of Summary and Financial Estimate

Introduced by Mayor Bell. Presented by Public Works Director, Rocky Wallace. After discussion,

Councilmember Monaghan confirmed a new screen would have more guarantees? Mr. Wallace said yes, a new one would be better.

Councilmember Iverson moved to approve the resolution as presented. Councilmember Longmire seconded. Mayor Bell restated the motion and asked Council for any discussion.

Councilmember Costello asked if there was something that needed to be fixed immediately, would still need to wait to come to council for approval? City Administrator Huebner answered that if something needed to happen immediately, Mayor Bell could issue a declaration of emergency, which would allow a waiver of bidding requirements, and then Staff could come to the next Council meeting to ratify actions taken up to that point, and request they approve anything needed beyond that point.

Hearing no further questions, Mayor Bell requested roll call from Mrs. Morales. Executive Assistant Morales called roll. Councilmember Monaghan – yes; Councilmember Peterson – yes; Councilmember Marquis – absent; Councilmember Costello – yes; Councilmember Wickenhagen – yes; Councilmember Longmire – yes; Councilmember Iverson – yes. Motion carries.

Ordinances – None

Staff Updates:

The following staff members provided a department update.

Community Development Supervisor, Jeff Peters
Public Works Director, Rocky Wallace
Community Services Supervisor, Zack Schab

City Administrator, Rich Huebner

Councilmember Wickenhagen provided an update on behalf of the SDA. And informed council of the recent action taken by LTAC.

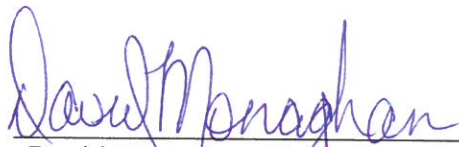
Councilmember Peterson updated Council on his attendance from the SPRSA meeting.

Mayor Bell announced that the City has preliminary agreements on the new collective bargaining agreements with the Union. And reminded Council that the City is moving forward on the purchase of the police station building.

Adjournment

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


Meeting ended at 6:41 p.m.




David Monaghan, Councilmember

ABSENT

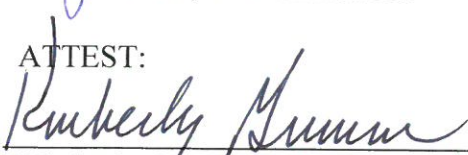
Elizabeth Marquis, Councilmember



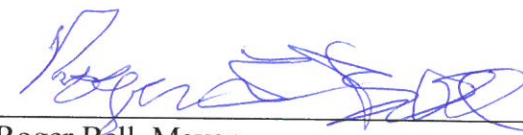
Kevin Wickenhagen, Councilmember



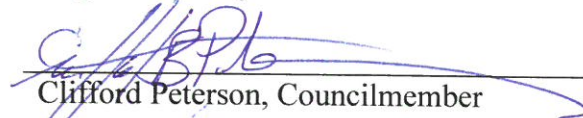
Jared Iverson, Councilmember

ATTEST:


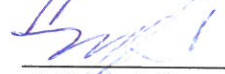
Kimberly Grimm, Clerk/Treasurer



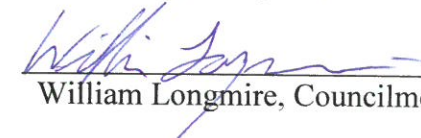
Roger Bell, Mayor



Clifford Peterson, Councilmember



Michael Costello, Councilmember



William Longmire, Councilmember



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 2/13/2024

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: See attached payroll and claims directories

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

Accounts Payable Register 01/23/2024

Fiscal: 2024
 Deposit Period: 2024 - JAN
 Check Period: 2024 - JAN - END COUNCIL

Number	Name	Print Date	Clearing Date	Amount
Banner Bank				
181030	HRA VEBA Trust - YA063	1/18/2024		\$49,500.00
181031	Advance Auto Parts	1/23/2024		\$28.81
181032	Amazon Capital Services	1/23/2024		\$11.10
181033	AMB Tools & Equipment	1/23/2024		\$102.26
181034	Anatek Labs	1/23/2024		\$185.00
181035	Association of Washington Cities	1/23/2024		\$6,838.00
181036	Autozone	1/23/2024		\$77.08
181037	Business Management Systems, Inc.	1/23/2024		\$3,573.00
181038	Card Service Center	1/23/2024		\$3,117.57
181039	Carol Lambert	1/23/2024		\$500.00
181040	Cascade Natural Gas Corp	1/23/2024		\$7,744.13
181041	City of Yakima	1/23/2024		\$23,989.19
181042	Copiers Northwest, Inc.	1/23/2024		\$209.98
181043	Culligan Yakima	1/23/2024		\$34.16
181044	CWA Consultants	1/23/2024		\$1,000.00
181045	Dog Waste Depot	1/23/2024		\$303.22
181046	First National Bank Omaha	1/23/2024		\$5,347.51
181047	HD Fowler Company	1/23/2024		\$980.88
181048	Helms Hardware Company	1/23/2024		\$986.15
181049	HLA Engineering & Land Surveying, Inc.	1/23/2024		\$46,044.15
181050	Independent Water Service, Inc.	1/23/2024		\$81.23
181051	Intercom Language Services	1/23/2024		\$170.00
181052	International Association of Chiefs of Police	1/23/2024		\$240.00
181053	James Lange/Petty Cash	1/23/2024		\$14.96
181054	Jerry's Pest Service, LLC	1/23/2024		\$151.62
181055	Les Schwab Tires	1/23/2024		\$1,930.14
181056	Lorena Buenrostro	1/23/2024		\$50.00
181057	Lynn's Power Equipment, Inc.	1/23/2024		\$433.19
181058	Medstar Cabulance, Inc.	1/23/2024		\$11,103.92

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.

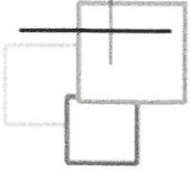

Accounts Payable Specialist


Clerk/Treasurer

Subscribed this 23rd day of January, 2024

The following voucher/checks are approved for payment:

Voucher/check numbers 181030 through 181088 Total \$ 259,236.57



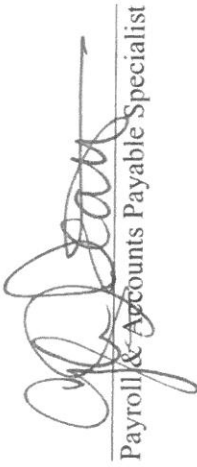
Payroll Register 01/31/2024

Number	Name	Fiscal Description	Cleared	Amount
86046	Buehler, Ella H	2024 - JAN - 2ND COUNCIL		\$120.43
86047	Desler, Hudson	2024 - JAN - 2ND COUNCIL		\$116.62
86048	Escamilla, Cecilia	2024 - JAN - 2ND COUNCIL		\$14.58
86049	Hall, Janae C	2024 - JAN - 2ND COUNCIL		\$91.11
86050	Henson, Ellie	2024 - JAN - 2ND COUNCIL		\$150.51
86051	Patching, Joseph A	2024 - JAN - 2ND COUNCIL		\$125.01
86052	Pelson, Cameron S	2024 - JAN - 2ND COUNCIL		\$109.33
86053	Shea, Devin H	2024 - JAN - 2ND COUNCIL		\$83.39
86054	Thompson, Ryan A	2024 - JAN - 2ND COUNCIL		\$95.73
86055	Dept of Labor & Industries	2024 - JAN - 2ND COUNCIL		\$154.51
86056	Employment Security Department	2024 - JAN - 2ND COUNCIL		\$3.52
86057	Employment Security Department - PFML	2024 - JAN - 2ND COUNCIL		\$14.00
86058	Employment Security Department - WA CARES	2024 - JAN - 2ND COUNCIL		\$10.17
86059	Buehler, Ella H	2024 - JAN - 2ND COUNCIL		\$161.11
86060	Desler, Hudson	2024 - JAN - 2ND COUNCIL		\$190.04
86061	Escamilla, Cecilia	2024 - JAN - 2ND COUNCIL		\$73.10
86062	Gavic, Sophia L	2024 - JAN - 2ND COUNCIL		\$58.87
86063	Hall, Janae C	2024 - JAN - 2ND COUNCIL		\$211.97
86064	Henson, Ellie	2024 - JAN - 2ND COUNCIL		\$71.69
86065	Patching, Joseph A	2024 - JAN - 2ND COUNCIL		\$184.89
86066	Pelson, Cameron S	2024 - JAN - 2ND COUNCIL		\$230.24
86067	Shea, Devin H	2024 - JAN - 2ND COUNCIL		\$130.13
86068	Thompson, Ryan A	2024 - JAN - 2ND COUNCIL		\$52.68
86069	Wickenhagen, Charles K	2024 - JAN - 2ND COUNCIL		\$295.67
86070	Dept of Labor & Industries	2024 - JAN - 2ND COUNCIL		\$9,096.40
86071	Employment Security Department	2024 - JAN - 2ND COUNCIL		\$457.94
86072	Employment Security Department - PFML	2024 - JAN - 2ND COUNCIL		\$1,831.71
86073	Employment Security Department - WA CARES	2024 - JAN - 2ND COUNCIL		\$820.36
86074	HRA VEBA Trust - PD & PW YA063	2024 - JAN - 2ND COUNCIL		\$2,987.36
86075	Selah Firefighter's Assoc Fire Station #1	2024 - JAN - 2ND COUNCIL		\$120.00
86076	Selah Firefighter's Assoc Fire Station #2	2024 - JAN - 2ND COUNCIL		\$20.00
86077	Selah Firefighter's Assoc Fire Station #4	2024 - JAN - 2ND COUNCIL		\$30.00
86078	Selah Firefighter's Assoc Fire Station #6	2024 - JAN - 2ND COUNCIL		\$20.00
86079	Selah Police Association Employee Fund	2024 - JAN - 2ND COUNCIL		\$290.00

86080	Teamsters Local #760 - PW Dues	2024 - JAN - 2ND COUNCIL	\$913.00
86081	Trusteed Service Plan	2024 - JAN - 2ND COUNCIL	\$975.00
86082	Vision Services Plan	2024 - JAN - 2ND COUNCIL	\$68.85
86083	Washington Teamsters Welfare Tr-Medical	2024 - JAN - 2ND COUNCIL	\$97,940.60
86084	Washington Teamsters Welfare Trust	2024 - JAN - 2ND COUNCIL	\$9,219.20
86085	Western Conf of Teamsters Pension Tr-PD	2024 - JAN - 2ND COUNCIL	\$2,796.94
86086	Western Conf of Teamsters Pension Tr-PW	2024 - JAN - 2ND COUNCIL	\$1,843.20
	Default Tax Vendor-Fed W/H, FICA/Medicare	2024 - JAN - 2ND COUNCIL	\$268.72
	AFLAC Remittance Processing	2024 - JAN - 2ND COUNCIL	\$129.32
	Dept of Retirement - Def Comp	2024 - JAN - 2ND COUNCIL	\$4,438.98
	Dept of Retirement Systems	2024 - JAN - 2ND COUNCIL	\$33,190.95
	Default Tax Vendor-Fed W/H, FICA/Medicare	2024 - JAN - 2ND COUNCIL	\$53,126.92
	Washington State Support Registry	2024 - JAN - 2ND COUNCIL	\$809.00
	Payroll Vendor	2024 - JAN - 2ND COUNCIL	\$664.04
	Payroll Vendor	2024 - JAN - 2ND COUNCIL	\$155,963.86
			\$380,771.65

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 31st day of January, 2024

The following voucher/checks are approved for payment:

Voucher/check number 86046 through 86086 Total \$ 380,771.65
+ EFT01312024-AFLAC, FIT/FICA, DCP, DRS, WSSR



Selah City Council

Regular Meeting

AGENDA ITEM SUMMARY

Meeting Date: 2/13/2024

Agenda Number: 10-C*

Action Item

Title: Resolution Declaring the Fremont Avenue Sewer and Resurfacing 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 and 415, Sewer Fund

Background/Findings/Facts: The City contracted with Selland Construction, Inc., to make certain street and sewer improvements in Fremont 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:
1/09/2024	Resolution No. 3076 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
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.

- 1/24/2023 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
- 1/24/2023 Resolution No. 2971 Authorizing the Mayor to sign "Task Order NO. 2023-02" with HLA Engineering and Land Surveying, Inc., for Professional Services Related to the City's Fremont Avenue Overlay Project
- 1/10/2023 Resolution No. 2965 Authorizing the Mayor to Sign "Task Order No. 2023-01" with HLA Engineering and Land Surveying, Inc., for Professional Services Related to the City's Fremont Avenue Sewer Improvements Project
- 8/09/2022 Resolution No. 2936 Authorizing the Mayor to sign a Washington State Transportation Improvements Board (TIB) funding application for the 2022 Arterial Preservation Program for the Fremont Avenue Resurfacing Project

RESOLUTION NO. 3090

RESOLUTION DECLARING THE FREMONT AVENUE SEWER AND
RESURFACING IMPROVEMENTS PROJECT AS COMPLETE AND
ACCEPTING THE WORK AND MATERIALS

WHEREAS, the City contracted with Selland Construction, Inc., to make certain street and sanitary sewer improvements in Fremont 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 Fremont Avenue Sewer and Resurfacing 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 13th day of February, 2024.

ATTEST:



Kim Grimm, Clerk Treasurer



Roger Bell, Mayor

APPROVED AS TO FORM:



Rob Case, City Attorney



January 22, 2024

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

Attn: Rocky Wallace, Public Works Director

Re: City of Selah
Fremont Avenue Sewer and Resurfacing Improvements
HLA Project No.: 23034C & 23043C
TIB Project No.: 3-E-182(007)-1
Final Progress Estimate and Project Acceptance

Dear Rocky:

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

Once the project has been accepted as complete by the City Council, the required "Notice of Completion of Public Works Contract" will be completed by our office and sent to the Department of Revenue, Department of Labor and Industries, and Employment Security Departments through our access to your Labor and Industries portal. If you prefer to submit the Notice of Completion, please let us know.

The retainage on this project may be released to Selland Construction, Inc. after acceptance of the project, when lien releases have been received from Department of Revenue, Department of Labor and Industries, and Employment Security Department, and when the City has confirmed there are no liens on this project.

The City will receive the following from HLA Engineering and Land Surveying, Inc. (HLA) in a One Drive Link for download:

- A completed copy of the project punch list items identified during the final walk-through inspection.
- A PDF set of Record Drawings for the project.
- Final Contract Voucher Certification from the Contractor certifying all labor and materials furnished on this project have been paid for.
- Required project labor and equal employment opportunity documents including:
 - Requests to Sublet and verifications for the Prime Contractor and all subcontractors who performed work on this project.
 - Statement of Intent to Pay Prevailing Wages approved by the Washington State Department of Labor and Industries.
 - Affidavits of Wages Paid approved by the Washington State Department of Labor and Industries.

Our office will retain an electronic copy of the project files should the City need them in the future.

Please forward a copy of your Council Resolution authorizing project acceptance and release of Retainage.

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

Sincerely,

Stephen S. Hazzard, PE

SSH/jld

Enclosures

Copy: James Flowers – Selland Construction, Inc.
Taylor Denny, Angie Ringer – HLA



Selah City Council Regular Meeting *AGENDA ITEM SUMMARY*

Meeting Date: 2/13/2024

Agenda Number: 10-D*

Action Item

Title: A Resolution Authorizing the Public Works Director to Sign a Water Quality Stormwater Capacity Agreement with the Washington Department of Ecology for \$130,000.00 in Grant Funds for the City's Stormwater Management Plan

From: Rocky D. Wallace, Public Works Director

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: \$130,000.00 transfer into 415, Sewer Fund

Funding Source: Washington State Department of Ecology

Background/Findings/Facts: : The City of Selah is required to comply with the State of Washington's Eastern Washington Phase II Municipal Stormwater General Permit. The City recognizes the benefits of a voluntary ad hoc regional group therefore in January of 2019 the City approved to renew an Inter-local Agreement for coordinating Stormwater permit compliance activities between Yakima County (County), the Cities of Union Gap and Sunnyside (Cities) which formed the Regional Stormwater Working Group (RSWG). The benefit of the RSWG is for the protection of the quality of surface waters and ground water of the state of by managing the discharge of stormwater through their respective Municipal Separate Storm Sewer System (MS4). Despite the coordinating efforts of the ILA, the City is responsible for all compliance aspects of the Permit which includes all project and maintenance funding. The City has been approved for \$130,000.00 in grant funds from Department of Ecology to assist with implementation or management of municipal Stormwater programs.

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

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

Date:	Action Taken:
2/08/22	Resolution 2897 Authorizing the Public Works Director to Sign a Water Quality Stormwater Capacity Agreement with the Washington Department of Ecology for \$70,000 in Grant Funds for the City's Stormwater Management Plan
9/24/19	Resolution 2759 Authorizing the Public Works Director to Sign a Water Quality Stormwater Capacity Agreement with the Washington Department of Ecology for \$70,000 in Grant Funds for the City's Stormwater Management Plan

- 11/14/17 Resolution No. 2635 authorized Public Works Director to sign a Stormwater Capacity Agreement Grant with Washington Department of Ecology for \$50,000 in grant funds for the City's Stormwater Management plan.
- 12/8/15 Resolution No. 2502 authorizing the Public Works Director to sign a Water Quality Stormwater Capacity Agreement with the Washington Department of Ecology for \$50,000 in grant funds for the City's Stormwater Management plan

RESOLUTION NO. 3091


A RESOLUTION AUTHORIZING THE PUBLIC WORKS DIRECTOR TO SIGN A WATER QUALITY STORMWATER CAPACITY AGREEMENT WITH THE WASHINGTON DEPARTMENT OF ECOLOGY FOR \$130,000.00 IN GRANT FUNDS FOR THE CITY'S STORMWATER MANAGEMENT PLAN

WHEREAS, the Washington Department of Ecology has awarded the City of Selah a grant of \$130,000 for the City's Stormwater Management Plan ; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, the Public Works Director be authorized to sign a Water Quality Stormwater Capacity Agreement with the Washington Department of Ecology for grant funds in the amount of \$130,000 for the City's Stormwater Management Plan per the requirements of the Secure Access Washington (SAW) and the Department of Ecology's Administration of Grants and Loans (EAGL) account as the main signatory. A copy of the said agreement is attached.

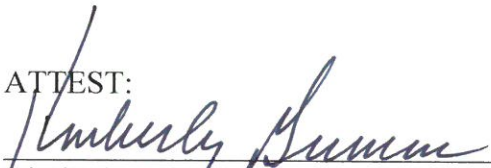
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 13th day of February ~~2023~~.

2024



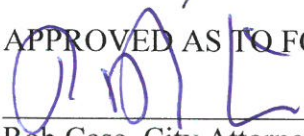
Roger Bell, Mayor

ATTEST:



Kimberly Grimm, Clerk/Treasurer

APPROVED AS TO FORM:



Rob Case, City Attorney



Agreement No. WQSWCAP-2325-SelaPW-00011

WATER QUALITY STORMWATER CAPACITY AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF SELAH

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and City of Selah, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	2023-2025 Biennial Stormwater Capacity Grants
Total Cost:	\$130,000.00
Total Eligible Cost:	\$130,000.00
Ecology Share:	\$130,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2023
The Expiration Date of this Agreement is no later than:	03/31/2025
Project Type:	Capacity Grant

Project Short Description:

This project will assist Phase I and II Permittees in implementation or management of municipal stormwater programs.

Project Long Description:

N/A

Overall Goal:

This project will improve water quality in the State of Washington by reducing stormwater pollutants discharged to state water bodies.

Agreement No: WQSWCAP-2325-SelaPW-00011
Project Title: 2023-2025 Biennial Stormwater Capacity Grants
Recipient Name: City of Selah

RECIPIENT INFORMATION

Organization Name: City of Selah

Federal Tax ID: 91-6001501

Mailing Address: 222 S Rushmore Rd
Selah, WA 98942

Physical Address: 222 S Rushmore Rd
Selah, Washington 98942

Organization Email: rocky.wallace@selahwa.gov
Organization Fax: (509) 698-7372

Contacts

Agreement No: WQSWCAP-2325-SelaPW-00011
 Project Title: 2023-2025 Biennial Stormwater Capacity Grants
 Recipient Name: City of Selah

<p>Project Manager</p>	<p>Rocky Wallace Public Works Director</p> <p>222 S Rushmore Rd Selah, Washington 98942 Email: rocky.wallace@selahwa.gov Phone: (509) 698-7365</p>
<p>Billing Contact</p>	<p>Caprise Groo Public Works Admin Asistant</p> <p>222 S Rushmore Rd Selah, Washington 98942 Email: caprise.groo@selahwa.gov Phone: (509) 698-7380</p>
<p>Authorized Signatory</p>	<p>Rocky Dwain Wallace Public Works Director</p> <p>222 S Rushmore Rd Selah, Washington 98942 Email: rocky.wallace@selahwa.gov Phone: (509) 698-7365</p>

Agreement No: WQSWCAP-2325-SelaPW-00011
Project Title: 2023-2025 Biennial Stormwater Capacity Grants
Recipient Name: City of Selah

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Quality
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Kyle Graunke PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 628-3890
Financial Manager	Kyle Graunke PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 628-3890

Agreement No: WQSWCAP-2325-SelaPW-00011
 Project Title: 2023-2025 Biennial Stormwater Capacity Grants
 Recipient Name: City of Selah

SCOPE OF WORK

Task Number: 1 **Task Cost: \$5,000.00**

Task Title: Project Administration/Management

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: Maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and the EAGL (Ecology Administration of Grants and Loans) recipient closeout report (including photos, if applicable). In the event that the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be available upon request.

C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY’s grant and loan administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports, and Recipient Closeout Report.
- * Properly maintained project documentation.

Project Administration/Management

Deliverables

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges or changes in the project schedule. Submitted at least quarterly.	
1.2	Recipient Closeout Report (EAGL Form).	

Agreement No: WQSWCAP-2325-SelaPW-00011
 Project Title: 2023-2025 Biennial Stormwater Capacity Grants
 Recipient Name: City of Selah

SCOPE OF WORK

Task Number: 2 **Task Cost: \$125,000.00**

Task Title: Permit Implementation

Task Description:

Conduct work related to implementation of municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit requirements. If the RECIPIENT is out of compliance with the Municipal Stormwater National Pollutant Discharge Elimination System (NPDES) permit, the RECIPIENT will use funds to attain compliance where applicable. The following is a list of elements projects may include:

- 1) Public education and outreach activities, including stewardship activities.
- 2) Public involvement and participation activities.
- 3) Illicit discharge detection and elimination (IDDE) program activities, including:
 - a) Mapping of municipal separate storm sewer systems (MS4s).
 - b) Staff training.
 - c) Activities to identify and remove illicit stormwater discharges.
 - d) Field screening procedures.
 - e) Complaint hotline database or tracking system improvements.
- 4) Activities to support programs to control runoff from new development, redevelopment, and construction sites, including:
 - a) Development of an ordinance and associated technical manual or update of applicable codes.
 - b) Inspections before, during, and upon completion of construction, or for post-construction long-term maintenance.
 - c) Training for plan review or inspection staff.
 - d) Participation in applicable watershed planning effort.
- 5) Pollution prevention, good housekeeping, and operation and maintenance program activities, such as:
 - a) Inspecting and/or maintaining the MS4 infrastructure.
 - b) Developing and/or implementing policies, procedures, or stormwater pollution prevention plans at municipal properties or facilities.
- 6) Annual reporting activities.
- 7) Establishing and refining stormwater utilities, including stable rate structures.
- 8) Water quality monitoring to implement permit requirements for a Water Cleanup Plan (Total Maximum Daily Load (TMDL)). Note that any monitoring funded by this program requires submittal of a Quality Assurance Project Plan (QAPP) that ECOLOGY approves prior to awarding funding for monitoring. Monitoring must directly meet a Phase I or II permit requirement.
- 9) Structural stormwater controls program activities (Phase I permit requirement).
- 10) Source control for existing development (Phase I permit requirement), including:
 - a) Inventory and inspection program.
 - b) Technical assistance and enforcement.
 - c) Staff training.
- 11) Equipment purchases that result directly in improved permit compliance. Equipment purchases must be specific to implementing a permit requirement (such as a vector truck) rather than general use (such as a pick-up truck). Equipment purchases over \$5,000.00 must be pre-approved by ECOLOGY.

Agreement No: WQSWCAP-2325-SelaPW-00011
 Project Title: 2023-2025 Biennial Stormwater Capacity Grants
 Recipient Name: City of Selah

Documentation of all tasks completed is required. Documentation may include field reports, dates and number of inspections conducted, dates of trainings held and participant lists, number of illicit discharges investigated and removed, summaries of planning, stormwater utility or procedural updates, annual reports, copies of approved QAPPs, summaries of structural or source control activities, summaries of how equipment purchases have increased or improved permit compliance.

Ineligible expenses include capital construction projects, incentives or give-a-ways, grant application preparation, Technology Assessment Protocol - Ecology (TAPE) review for proprietary treatment systems, or tasks that do not support Municipal Stormwater Permit implementation.

Task Goal Statement:

This task will improve water quality in the State of Washington by reducing the pollutants delivered by stormwater to lakes, streams, and the Puget Sound by implementing measures required by Phase I and II NPDES permits.

Task Expected Outcome:

RECIPIENTS will implement measures required by Phase I and II NPDES permits.

Permit Implementation

Deliverables

Number	Description	Due Date
2.1	Documentation of tasks completed	

Agreement No: WQSWCAP-2325-SelaPW-00011
Project Title: 2023-2025 Biennial Stormwater Capacity Grants
Recipient Name: City of Selah

BUDGET

Funding Distribution EG240320

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: 2023-25 Stormwater Capacity Grant Funding Type: Grant
Funding Effective Date: 07/01/2023 Funding Expiration Date: 03/31/2025

Funding Source:

Title: Model Toxics Control Stormwater Account (MTCSA)

Fund: FD
Type: State
Funding Source %: 100%
Description: MTCSA

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%
Recipient Match %: 0%
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? No

2023-25 Stormwater Capacity Grant	Task Total
Grant and Loan Administration	\$ 5,000.00
Permit Implementation	\$ 125,000.00

Total: \$ 130,000.00

Agreement No: WQSWCAP-2325-SelaPW-00011
 Project Title: 2023-2025 Biennial Stormwater Capacity Grants
 Recipient Name: City of Selah

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
2023-25 Stormwater Capacity Grant	0.00 %	\$ 0.00	\$ 130,000.00	\$ 130,000.00
Total		\$ 0.00	\$ 130,000.00	\$ 130,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered

Agreement No: WQSWCAP-2325-SelaPW-00011
Project Title: 2023-2025 Biennial Stormwater Capacity Grants
Recipient Name: City of Selah

transaction complies with certification of suspension and debarment requirements.

7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsrc.gov <http://www.fsrc.gov>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in

Agreement No: WQSWCAP-2325-SelaPW-00011
Project Title: 2023-2025 Biennial Stormwater Capacity Grants
Recipient Name: City of Selah

the [System for Award Management \(SAM\)](https://sam.gov/SAM/) <<https://sam.gov/SAM/>> exclusion list.

Agreement No: WQSWCAP-2325-SelaPW-00011
Project Title: 2023-2025 Biennial Stormwater Capacity Grants
Recipient Name: City of Selah

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

07/01/2023 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.

* For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

Agreement No: WQSWCAP-2325-SelaPW-00011
Project Title: 2023-2025 Biennial Stormwater Capacity Grants
Recipient Name: City of Selah

- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
 - Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff, volunteers, and contractors working at the project site.
 - Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

Agreement No: WQSWCAP-2325-SelaPW-00011
Project Title: 2023-2025 Biennial Stormwater Capacity Grants
Recipient Name: City of Selah

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

Agreement No: WQSWCAP-2325-SelaPW-00011
Project Title: 2023-2025 Biennial Stormwater Capacity Grants
Recipient Name: City of Selah

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

Agreement No: WQSWCAP-2325-SelaPW-00011
Project Title: 2023-2025 Biennial Stormwater Capacity Grants
Recipient Name: City of Selah

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

Agreement No: WQSWCAP-2325-SelaPW-00011
Project Title: 2023-2025 Biennial Stormwater Capacity Grants
Recipient Name: City of Selah

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

Agreement No: WQSWCAP-2325-SelaPW-00011
Project Title: 2023-2025 Biennial Stormwater Capacity Grants
Recipient Name: City of Selah

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

Agreement No: WQSWCAP-2325-SelaPW-00011
Project Title: 2023-2025 Biennial Stormwater Capacity Grants
Recipient Name: City of Selah

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,
<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

Agreement No: WQSWCAP-2325-SelaPW-00011
Project Title: 2023-2025 Biennial Stormwater Capacity Grants
Recipient Name: City of Selah

event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 2/13/2024

Agenda Number: 10-E*

Action Item

Title: Resolution Authorizing the Mayor to Sign the Washut Outside Utility Agreement (OUA - 2024-001)

From: Jeff Peters, Community Development Supervisor

Action Requested: Approval

Staff Recommendation: Adopt the accompanying resolution.

Board/Commission Recommendation: N/A

Fiscal Impact: N/A

Funding Source: N/A

Background/Findings/Facts: The City of Selah Public Works and Planning Department have received a signed and notarized application for an Outside Utility Agreement from Richard P. and Ann M. Washut during the month of January, to provide for the extension of city sewer and water service outside of the city's municipal boundaries for the purpose of serving a future development prior to the subject property being ripe for annexation. At this time, the property owners have signed all required documents necessary for approval of the Outside Utility Agreement meeting the provisions of Selah Municipal Code, Chapter 9.15 Service Outside City.

Recommended Motion: I move that the City Council pass the attached resolution authorizing the Mayor to Sign the Washut Outside Utility Agreement.

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

Date: **Action Taken:**

1-23-2024 Application Submittal

RESOLUTION NO. 3092

RESOLUTION AUTHORIZING THE MAYOR TO SIGN
WASHUT OUTSIDE UTILITY AGREEMENT
(File: OUA 2024-001)

WHEREAS, on February 13, 2024, the City Council of the City of Selah, WA. approved a municipal water Outside Utility Agreement (OUA) for petitioners Richard P. and Anna M. Washut; and

WHEREAS, the municipal water and sewer OUA is limited in scope to serve the future development of the one parcel located on property legally described in the OUA on the date of execution of this agreement. Any future division of the property, or the construction of additional structures on the property (if said property is not located within the City) shall require a new outside utility agreement or the amendment of this agreement.

This Outside Utility Agreement is subject to the following conditions:


1. Accept and sign the Irrevocable Property Covenant.

This agreement affects the following described properties, to wit:

THE NORTH 365 FEET OF THE SOUTH 1025 FEET OF THE WEST 478.5 FEET OF THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 34, TOWNSHIP 14 NORTH, RANGE 18, E.W.M., LYING SOUTHERLY OF THE SOUTHERLY RIGHT OF WAY LINE FOR COUNTY ROAD. (Assessor's Parcel No.: 181434-44003)

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor is authorize to sign the Washut (OUA 2024-001) Outside Utility Agreement in the form as is attached hereto and incorporated herein by reference and that this resolution and the outside utility agreement to be recorded in the Office of the Yakima Auditor.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 13 day of February, 2024.




Roger Bell, Mayor

ATTEST:



Kimberly Grimm, Clerk/Treasurer

APPROVED AS TO FORM:



Rob Case, City Attorney

**CITY OF SELAH CITY COUNCIL
STAFF REPORT**

Washut Outside Utility Agreement
January 31, 2024

FILE NO.: OUA-24-001

PROPOSAL: The applicant is requesting a sewer and water outside utility agreement to allow one vacant piece of property approximately 4.0 acres in size located outside of the city limits to be served with city utilities thus allowing for future development of the subject property per SMC, Title 20, Chapter 20.190.

PROPONENT: Richard P. Washut and Ann M. Washut

LOCATION: West of the terminus of 1st Ave, Naches and Yakima Avenues.

TAX PARCEL NUMBERS: 181434-44003

HISTORY: The subject property is designated as undeveloped land per the Yakima County Assessors Office, and appear to have been used off and on as agriculture in the past.

LAND USE

North: Single-Family Residences
South: Single-Family Residence
East: Single-Family Residences
West: Single-Family Residence/Vacant

ZONING:

All properties, within and outside the municipal boundary, are zoned Single-Family Residential.

SELAH URBAN GROWTH AREA COMPREHENSIVE PLAN

The site and properties to the North, East, and West are designated Low Density Residential (*maximum 5 dwelling units per acre*).

ENVIRONMENTAL REVIEW: Not required.

APPLICATION AUTHORITY: Selah Municipal Code, Chapter 9.15 Service Outside City Limits.

**CRITERIA FOR WATER/SEWER SERVICE OUTSIDE CITY
LIMITS**

City water or sewer service may, at the discretion of the council, be extended outside the city of Selah limits, upon the following events occurring:

(1) That the area to be served lies within the "Area of Mutual Planning Concern" as established by Resolution 986; (*Staff comments: Site is within Urban Growth Area Boundary*)

(2) That the proposed extension of city water and sewer mains and system appurtenances conform to the city's comprehensive plans; *(Staff comments: Connection to the existing water and sewer main will conform as required in the city's Comprehensive Plan and development regulations at the time of development.)*

(3) That the applicant has executed an outside utility agreement containing the following conditions, as a minimum:

(a) The agreement shall be executed by the property owner(s) and shall be recorded and constitute a covenant upon the land, *(Staff comments: Agreement executed)*.

(b) The owner(s) shall pay all connection charges, service fees, etc. as prescribed by city ordinance when the service is applied for.

(c) The owner(s) shall assist the city in taking the necessary steps to obtain the approval of the Yakima Boundary Review Board, *(Staff comments: Included in executed Agreement)*.

(d) The owner(s) shall comply with city ordinances concerning short or long platting and shall construct all improvements to city standards as if the property affected by this agreement were situated within the boundaries of the city, *(Staff comments: Included in executed Agreement-Agreement)*.

(e) The owner(s) agree to sign in favor of any and all notices, petitions and any other documents requested concurrent with this agreement or at any time requested by the city leading to the annexation to the city of the property, *(Staff comments: Included in executed Agreement)*

(f) The agreement may also contain other conditions or covenants, as determined by the council to assure the orderly, development of the area. *(Staff comments: No specific conditions or covenants included in Agreement)*

UTILITIES: All public water and sewer lines are available in 1st Ave. to be extended by the property owner/developer to serve the subject property at the time of development.

TRANSPORTATION: The site abuts 1st Ave.

RECOMMENDATION: Council approval of the Washut OUA authorizing extension of city sewer and water to the subject properties outside of the corporate boundaries of the City of Selah.



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 2/13/2024
Agenda Number: 13-A

Action Item

Title: Resolution Authorizing the Mayor or Public Works Director to Sign and Submit a Rebuilding America Infrastructure with Sustainability and Equity (RAISE) 2024 Funding Application to the U.S. Department of Transportation, for a Suite of Transportation Studies Focusing on State Route 823 and Southern Avenue and also a Possible Extension of Naches Avenue to Interstate 82.

From: Rocky 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 has found through traffic counts that it experiences over 34,000 vehicle trips per day on South First Street, which includes 2,700 freight truck trips per day, despite having a population of just 8,365 people. At the completion of the City's Sub Area Plan (2017) it was found that this level of traffic created a need for additional traffic improvements such as a roundabout or traffic signal at State Route 823 and Southern Avenue and/or the extension of Naches Avenue to the existing Exit 29 interchange at Interstate 82. In 2018 the City was directed by the Washington State Department of Transportation to conduct traffic studies in order to further justify the need for these traffic improvements. The City previously submitted three applications for the requested funding, but the funds were not awarded on either. Thus, Public Works now desires to try again – by submitting a funding application to the U.S. Department of Transportation.

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

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

Date:	Action Taken:
2/14/2023	Resolution Authorizing the Mayor or Public Works Director to Sign and Submit a Rebuilding America Infrastructure with Sustainability and Equality (RAISE) Funding Application to the U.S. Department of Transportation, for a Suite of Transportation Studies Focusing on State Route 823 and Southern Avenue and also a Possible Extension of Naches Avenue to Interstate 82
5/11/2021	Resolution No. 2848 authorizing the Mayor to sign Task Order 2021-06 between the City of Selah and HLA Engineering and Land Surveying, Inc. to prepare and submit a Rebuilding America Infrastructure with Sustainability and Equity, "RAISE" formerly Better Utilizing Investments to Leverage Development, "BUILD" funding application to the US Department of Transportation for a suite of transportation studies focusing on SR-823/Southern Ave., and the extension of Naches Ave. to I-82.
7/10/2018	Resolution No. 2679 Authorizing the Mayor to sign Task Order 2018-04 between the City of Selah and HLA Engineering and Land Surveying, Inc. to prepare USDOT FY2018 BUILD (Better Utilizing Investments to Leverage Development) Application for a Transportation Feasibility Study.
6/12/2018	Resolution No. 2678 Authorizing the Mayor to Sign a Better Utilizing Investments to Leverage Development (BUILD) Application for a Selah Transportation Congestion Relief Analysis.

RESOLUTION NO. 3093

RESOLUTION AUTHORIZING THE MAYOR OR PUBLIC WORKS DIRECTOR TO SIGN AND SUBMIT A REBUILDING AMERICA INFRASTRUCTURE WITH SUSTAINABILITY AND EQUALITY (RAISE) 2024 FUNDING APPLICATION TO THE U.S. DEPARTMENT OF TRANSPORTATION, FOR A SUITE OF TRANSPORTATION STUDIES FOCUSING ON STATE ROUTE 823 AND SOUTHERN AVENUE AND ALSO A POSSIBLE EXTENSION OF NACHES AVENUE TO INTERSTATE 82

WHEREAS, the City has found through traffic counts that it experiences over 34,000 vehicle trips per day on South First Street, which includes 2,700 freight truck trips per day, despite having an overall population of just 8,365 people; and

WHEREAS, at the completion of the City's Sub Area Plan it was found that the above level of traffic created a need for additional traffic improvements such as a roundabout or traffic signal at State Route 823 and Southern Avenue and/or the extension of Naches Avenue to the existing Exit 29 interchange at Interstate 82; and

WHEREAS, in 2018 the City was directed by the Washington State Department of Transportation to conduct studies to further justify the need for these traffic improvements; and

WHEREAS, in 2018 the City applied for funding through the Better Utilizing Investments to Leverage Development (BUILD) program, but unfortunately was not awarded funding in response; and

WHEREAS, in 2023 the City again applied for funding through the state Rebuilding American Infrastructure with Sustainability and Equity (RAISE) program, but unfortunately was again not awarded funding in response; and

WHEREAS, the City now desires to yet again apply for funding, again through the RAISE program; and

WHEREAS, a new funding application must be signed and submitted, and such actions will not cause any fiscal impact to the City;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor or Public Works Director be and is authorized to sign and submit a RAISE application on behalf of the City.

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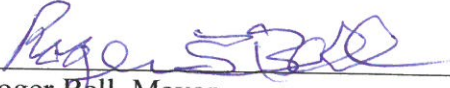
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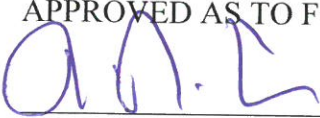
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH,
WASHINGTON, this 13th day of February, 2024.



Roger Bell, Mayor

ATTEST:


Kim Grimm, Clerk/Treasurer

APPROVED AS TO FORM:


Rob Case, City Attorney

Project Description

A rare opportunity and great timing for RAISE planning grant funding

With the City of Selah "Fruity Pebbles" Phase 1 - Transportation Network Analysis & Feasibility Study, the City of Selah aims to accomplish the appropriate levels of analyses to continue discussion with Washington State Department of Transportation (WSDOT) about how to best address traffic impacts on the City's main corridor, South First Street / State Route 823 (SR 823).

High Traffic on the main City corridor for a small city

The City of Selah is located in Yakima County north of the City of Yakima and inside the Yakima Urban Area. The City is experiencing high traffic volumes at the South First Street (also known as SR 823) and Southern Avenue (unsignalized intersection with two-way stop-control) intersection of 35,000 vehicles per day. The population of Selah is 8,153 (2020 U.S. Census) with an additional 5,534 inside Selah's Urban Growth Area but outside of the City limits.

To provide perspective, roughly the same daily number of vehicles pass under the East Yakima Avenue overpass on Interstate 82 (I-82) traveling both ways (35,000) near the entrance to the City of Yakima with a population of 97,012 or nearly 10 times as many people (2020 U.S. Census)

Traffic funneling on the main City corridor

Access in and out of the City at the southern limits is funneled through a gap in the Yakima Ridge. This gap accommodates I-82, SR 823, the Burlington Northern Santa Fe Railroad (BNSF Railroad), and the Yakima River.

The South First Street and Southern Ave intersection is:

- The first City of Selah intersection at the southern entrance into Selah from the south and all travelers are required to use the intersection to access the City and surrounding bedroom community from that direction.
- The only City of Selah intersection at the southern exit out of Selah and travelers are required to use the intersection to access I-82 (SR 97) and US12 (SR 410).
- Confirmed to be experiencing unusually high volume. During the discovery phase of the Selah Sub-Area Plan development, the City's suspicion that traffic was an issue at the South First Street and Southern Avenue intersection was confirmed. The City initiated a discussion with the Washington State Department of Transportation (WSDOT) after discovery of the magnitude of traffic volume.

More analysis required

At the conclusion of the joint December 2017 meeting, WSDOT advised the City:

- For concerns expressed regarding the high volumes at First Street and Southern Avenue, the City should complete an Intersection Control Analysis following Chapter 1300 of the WSDOT Design Manual.
- For concerns expressed regarding the high speeds and no gaps for travelers to enter onto SR 823 from side streets near the southern City limits, the City should perform a Speed Study.
- For concerns expressed regarding the disproportionate responsibility of the City bearing the requested analysis versus the City's contribution to the traffic issues at South First Street and Southern Avenue, the City should perform an Origins and Destination Study.

Evaluation of Alternative Access Between Selah and I-82

For concerns expressed regarding the high volumes at First Street and Southern Avenue, the City should complete an evaluation of the **Naches Avenue Extension project** as an alternate connection from the City of Selah to I-82.

Statewide Significance for Freight and a Bedroom Community of the Yakima Urban Area

South First Street is included in the WSDOT State Freight and Goods Transportation System (FTGS) 2023 Update as a 1.02-mile T-2 Truck Freight Corridor accommodating an estimated 6,190,000 tons of goods annually carried by an average of 1,400 trucks per day (<https://wsdot.maps.arcgis.com/apps/webappviewer/index.html?id=0e37044a459244d9b6414826b46e8c46>). This City Principal Arterial is less than 1.5 miles from and connects to two truck routes (I-82: 48,000 AADT and US 12: 41,000 AADT) identified in the National Multimodal Freight Network Map and runs adjacent to an identified nationally significant rail route (BNSF) in the same map. Selah's South First Street has national and state freight significance.

South First Street accommodates a mix of freight and personal vehicles. Freight traffic, consisting of heavy trucks with at least 3 axles, comprises 4.6 % of the traffic. Selah's future includes expanding agricultural warehouses and freight-heavy agricultural produce manufacturing in the designated industrial land between First Street and the railroad, and adding housing in the northern limits of the City to accommodate the region's severe housing shortage (Selah's housing vacancy rate is 9.1% (2018-2022 ACS 5-Year Estimate)) but both growth opportunities would only add more mixed traffic through "The Gap".

Strategizing a Plan Forward

The City of Selah undertook a sub-area study in its central core including the First Street corridor, assessing the status of the City's built and administrative environments so that a strategic plan could be developed for increasing economic vitality. During the City's unprecedented outreach while developing the Selah Sub-Area Plan, staff and City leadership learned the public's priorities and concerns regarding travel conditions on South First Street. Exploration of available data showed the entrance to the City experienced unusually high traffic volumes (34,420 ADT WSDOT Short-term traffic count taken in April 2017). Because South First Street is a wide state highway (SR 823) as well as the main corridor for the City, emphasizing Third Street as the primary pedestrian and bicycle corridor (parallel to and west of First Street) was identified as one of the conclusions of the Plan.

Unfortunately, more and more frequently, drivers are using Third Street to a) bypass the congested primary arterial (First Street), and/or b) gain access to SR 823 at unsignalized intersections closer to Southern Avenue during peak commuting times. To create a safe pedestrian and bicycle corridor on Third, the motorized traffic will need to be accommodated on and encouraged to remain on South First Street.

Throughout Yakima County, most jurisdictions have not found it necessary or economically feasible to gather the more expensive speed, travel time, and origins and destination data that some larger urban cities use in evaluation and planning processes for infrastructure improvements. The last organization to perform an Origins and Destination Study, including Selah as one of many communities in the scope, was Yakima Valley Conference of Governments (YVCOG), the Regional Transportation Planning Organization (RTPO). The RTPO's study, completed in 2003, was based on sampling throughout Yakima County, and involved individual

household surveys. Gathering the customary and necessary data for the suite of studies and then having appropriate analyses performed to transition data to information are cost prohibitive for Selah to budget for with a population of 8,153 people (2020 U.S. Census). The City needs the answers the studies can provide to enable responsible and economically efficient planning for this community and as part of the national freight system.

Intersection Control Analysis

The Intersection Control Analysis (ICA) the City proposes to conduct is a practice described in detail in Chapter 1300 of the WSDOT Design Manual, M22-01.22 updated in October 2023. The analysis is meant to identify intersection objectives, explore different control types, and evaluate the conditions of the intersection in an objective and prescriptive procedure which balances modes, safety, and mobility.

The deliverable of the ICA is a study report describing the determination of the type of intersection control that is most compatible with the location, context, economics, and performance needs. Completing this evaluation will provide the City with an immediate solution for present conditions of traffic at the intersection of South First Street and Southern Avenue. The City intends to use this study to communicate with the community and with WSDOT about designing and constructing the best fit intersection control.

Speed and Travel Time for 6 Main Corridors in Selah

At the conclusion of the Sub-Area Plan outreach (December 2017), Selah initiated a discussion with WSDOT to share collected public comments since South First Street is also SR 823. Comments from the public stated opposing perceptions. Some comments expressed concerns about the high speeds of travelers as they entered the City south of Southern Avenue inferring the 35 MPH posted speed limit was not well adhered to. Another group of comments expressed concerns about traffic being so congested that residents trying to enter South First Street (SR 823) from the side streets where no intersection control existed, could not safely do so because gaps in traffic simply did not exist.

Travel Time and Speed Study

Because the City has not conducted a Speed Study or Travel Time Study, the comments from both camps of thought are anecdotal and unsubstantiated. As a result of the varied perceptions, the City intends to conduct a combined Travel Time and Speed Study.

The deliverable of the combined Travel Time and Speed Study is a study report describing the two measurements: the evaluation of the observed speeds versus the posted speeds versus speed limit setting evaluation, and a base layer of travel times in six of the City’s main corridors. The City will be able to combine these performance measures with other measurable indicators such as percentage of freight mix, collision data, and volumes on the corridors to set performance goals and thresholds cooperatively with WSDOT and the metropolitan planning organization. Completing this evaluation will provide information vital to the City and WSDOT about current conditions, and when shared with the regional travel demand model, all parties will be able to anticipate future impacts based on regional transportation forecasts. The City intends to use WSDOT to perform the data gathering for this study. The City will communicate with residents of Selah about verified speed, travel time, and reliability of the corridors in the City and actively plan improvements in the corridors.

Origins and Destination Study

Studying origins and destinations of travelers provides fundamental information about necessary routes and infrastructure for a City. In Selah’s case, the greater than 35,000 average daily trips through a two-way stop-controlled intersection on a State Route within the City limits with a population of just over 8,000 begs the question, “Where are all these trips coming from and going to?” An Origins and Destination (O&D) Study explores that question, and by using a variety of established methodologies, answers the question.

Fortunately, YVCOG has recently contracted with an exciting and innovative data and information provider and is purchasing a year’s worth of data in Yakima County. Training offered through WSDOT, by the information provider, on July 12, 2018, explored the purpose and use of the data analysis platform and the platform was found to produce the data needed by the City for the origins and destination study. The City began holding conversations about using YVCOG’s information gathering efforts for their own data analysis validation. **The City would be the first jurisdiction in Yakima County to use the innovative and cost-saving data source** at a fraction of a traditional data gathering effort for this purpose.

The City is aware that YVCOG plans to use the data platform to assist the Metropolitan Planning Organization (MPO) travel demand model with readjusting the origins and destination assumptions. Therefore, the planning data used for the City O&D study and the regional travel demand model efforts would automatically be aligned.

The last O&D Study was conducted in 2003 by the MPO and because the household surveys were completed by a sampling of the entire County, the information was mostly extrapolated to cover individual cities such as Selah.

The deliverable of the O&D Study is a report describing the movements of travelers based on numbers of trips, trip purposes, times of day, days of week, delineated with other characteristics such as household size, economic stratification, and demographics. The O&D data will be observed data using cellphone movement technology and appropriately focused for Selah, Selah’s Urban Growth Area, the metropolitan planning area, and the Yakima County area adjacent to Selah’s UGA.

Completing the O&D evaluation will provide the City with a basis for understanding where trips begin and end by volume and by route. The City will be able to understand whether trips are being taken for work, recreation, or to access services, the economic stratification of the City, and the City’s major productions and attractions.

Selah Transportation Network Analysis Report

With the conclusion of the three independent studies, the City will evaluate the committed short-term transportation projects, evaluate planned mid- and long-term transportation projects currently in the City’s Comprehensive Plan and other planning documents, review the region’s travel demand model assumptions and forecasts, and determine potential alternatives for system-wide infrastructure improvements that will address the existing conditions of the City’s corridors. This comprehensive approach will consider anticipated changes using forecasts based on Selah’s position and role in the metropolitan area. Potential transportation system alternatives will be developed using up-to-date data and information of appropriate depth to delineate the transportation needs for not only the local community, but for Selah’s inclusion in the statewide and national freight systems.

The City will build early and frequent outreach to the residential community, the freight community, the larger metropolitan planning area transportation agencies and organizations, and Washington State Department of Transportation. During the outreach, the City will report on the findings of each of the studies, the identification of anticipated infrastructure deficiencies and whether current plans will address the anticipated deficiencies. The City anticipates that outreach will increase in frequency as the City begins to formulate transportation solutions for the community.

Opportunity to Serve a Disadvantaged Segment in the Community

The First Street corridor has circulator transit service and supports a transit stop in the regional transit route known as the “Yakima-Ellensburg Commuter” connecting Yakima, Washington to Ellensburg, Washington through Selah and near the Yakima Training Center. Supporting this commuting option was of such high importance to Selah, that they applied and received federal Congestion Mitigation and Air Quality (CMAQ) funding from the metropolitan planning organization to accommodate a First Street accessible park and ride lot at the Selah Civic Center completed in 2019. Transit options predominately assist lower income and disabled individuals accessing transportation for fulfilling needs and improving quality of life. Of the 8,153 people in Selah (2020 U.S. Census), 6.9% are reported as below the poverty level and 7.7% of the population under the age of 65 is reported as having a disability (2018-2022 ACS 5-year Estimate).

The suite of planning studies in this project will illustrate Selah’s interconnectivity to the rest of the metropolitan planning area and explain the correlation of the high traffic volumes on the South First Street corridor of this small city to the nearby housing, job, education, shopping, and recreational opportunities throughout the metropolitan planning area.

Selah residents are split between Home Ownership (57.8%) versus Rental (42.2%) status. Selah’s housing vacancy rate is 9.1% (2018-2022 ACS 5-year Estimate). Additional housing stock is currently being built and more developments are being considered in the western part of the City. The City needs to fully understand the potential impacts of continued growth, which is why the timing for developing these assessment and planning tools are so important and why the City is seeking RAISE planning funding.

The median age of the City is 32.9, which means the age of most of the residents is well within the working-age range (68.5% of the population is in the labor force, 2018-2022 ACS 5-year estimate) and helps to put into perspective the annual median income of \$66,843, which is higher than Yakima County’s overall median of \$64,910. Because the City plans to purchase cell phone data from an information provider, they will be able to begin two of the three studies immediately upon advertisement for and selection of analytical services. The City intends to accomplish the Travel Time and Speed Study first. The O&D Study can be started immediately as well, and the two studies can run concurrently. The Intersection Control Analysis will require information from the two previous studies and will be the last study completed. The City anticipates all studies will be concluded before **September 30, 2025**.

Project Budget

Future Eligible Cost

The future eligible planning costs for the City of Selah "Fruity Pebbles" – Transportation Network Analysis & Feasibility Study include, but are not limited to:

- Data gathering for identifying travel demand and movement of sufficient quality and quantity to perform:
 - Selah Speed and Travel Time Study on main corridors in the City
 - Selah Origins and Destination Study
 - South First Street and Southern Avenue Intersection Control Analysis
 - Transportation Network Analysis & Feasibility Study Report
- Data and information analysis of transportation infrastructure and service capacities, deficiencies, and obstacles at sufficient quality and depth to identify:
 - Main corridor speed and travel time performance in the City
 - Connectivity of transportation infrastructure by mode
 - Reliability of transportation infrastructure and services
 - Future unmet transportation needs
 - A program of projects, plans, and services to bring the City of Selah's transportation systems to a state of good repair
- Coordination between City, regional, and State forecasting assumptions and results to ensure consistency at all levels:
 - Coordination with WSDOT data and planning assumptions
 - Coordination with YVCOG data and planning assumptions
 - Coordination with public transportation service agencies and providers
 - Coordination with freight community data and planning
- Outreach between City staff and others:
 - Outreach and communication with City of Selah residents, businesses, and stakeholders in transportation
 - Outreach and communication with other regional transportation agencies and organizations
 - Outreach and communication with WSDOT
 - Outreach and communication with public transportation and emergency service providers
- Feasibility study and alternate access evaluation
 - Assess alignment options for alternate access route into Selah
 - Preliminary Engineering for an alternate access route into Selah
 - Preliminary Right of Way Evaluation for the alternate access route into Selah
 - Environmental Evaluation for the alternate access route into Selah
 - Put together Cost Estimates for the project

FY 2024 RAISE Grant Application
 City of Selah "Fruity Pebbles" – Transportation Network Analysis & Feasibility Study

Federal Funds Provided

The City of Selah "Fruity Pebbles" – Transportation Network Analysis & Feasibility Study planning project is looking to be fully funded through the RAISE planning grant request. No other Federal or Non-Federal Funding has been secured for the project.

Table 1. Project Budget Table

	RAISE Funds:	Other Federal Funds:	Non-Federal Funds:	Total Project Cost:
Selah Travel Time and Speed Study on Main City Corridors	\$20,000	\$0	\$0	\$20,000
Selah Origins and Destination Study	\$85,000	\$0	\$0	\$85,000
South First Street and Southern Avenue Intersection Control Analysis	\$55,000	\$0	\$0	\$55,000
Selah Transportation Network Analysis & Feasibility Study Report	\$110,000	\$0	\$0	\$110,000
Preliminary Engineering (Project Design)	\$380,000	\$0	\$0	\$380,000
Preliminary Right of Way Evaluation	\$75,000	\$0	\$0	\$75,000
Environmental Evaluation	\$50,000	\$0	\$0	\$50,000
Cost Estimates	\$25,000	\$0	\$0	\$25,000
Total:	\$800,000	\$0	\$0	\$800,000

This Cost Estimate was put together by HLA Engineering & Land Surveying, INC. for the purposes of the 2024 RAISE Grant.

Project Budget by Designation

The City of Selah "Fruity Pebbles" – Transportation Network Analysis Project takes place in multiple Census Designations. The tables below break down the total cost of \$800,000 per Census Designation.

Table 2a. Project Cost by 2020 Census Tract

2020 Census Tracts	Project Costs per Census Tract
31	\$X
32	\$X
34	\$X
	Total Project Cost: \$800,000

Table 2b. Project Cost by 2010 Census Tract

2010 Census Tracts	Project Costs per Census Tract
31	\$X
32	\$X
34	\$X
	Total Project Cost: \$800,000

Table 2c. Project Cost by Urban/Rural Designation

Urban/Rural	Project Costs
Urban (<i>2020 Census-designated urban area with a population greater than 200,000</i>)	\$0
Rural (<i>Located outside of a 2020 Census-designated urban area with a population greater than 200,000</i>)	\$800,000
	Total Project Cost: \$800,000

FY 2024 RAISE Grant Application
 City of Selah "Fruity Pebbles" – Transportation Network Analysis & Feasibility Study

Project Budget Narrative Summary

The City of Selah "Fruity Pebbles" – Transportation Network Analysis Project is asking for full funding from the 2024 RAISE Grant Application. No expenses for this project shall be incurred prior to the time of award. If awarded, the funds would be obligated the start of the next fiscal year. The use of the funds shall follow the Future Eligible Cost list and the Project Budget Table. There are not any unanticipated cost increases, but if there were cost overruns the City would either use local funds or seek additional funding through Federal or Non-Federal grant applications. The project does not require cost sharing or a Non-Federal Funding Match because it is wholly located in a rural area.

Availability, Commitment, and Conditions

Table 1. Selah Transportation Network Analysis: Funding Availability

Source	Type	Availability	Restrictions / Conditions	Amount
RAISE	Federal	June 27 th , 2024	Selections announced by June 27 th , 2024. RAISE funds are required to be obligated no later than September 30 th , 2028. The City intends to obligate all RAISE funds by the start of the project in February 2025.	\$800,000
Total:				\$800,000

Merit Criteria Narrative

- ***Merit Criterion 1: Safety***

The Selah Transportation Network Analyses project will assess the transportation infrastructure and services for existing conditions, capacities and deficiencies, identify improvements for both motorized and non-motorized transportation including the Naches Avenue Extension. The City of Selah fully intends to explore and implement improvements to infrastructure and services that foster a safe transportation system for the movement of goods and people.

South First Street Safety Statistics

Currently, thirty-seven (37) vehicular accidents have been reported on South First Street between the southern City limits and Jim Clements Way in the past 3 years (2021-2023). Of the thirty-seven (37) collisions, ten of those have reported injuries, one of which has been serious or fatal (Washington State Department of Transportation's 2021-2023 Officer Reported Crashes, Figure 11).

Project Elements

Adjacent businesses on many Selah main corridors including South First Street have nearly uncontrolled access creating multiple conflict points with mixed types of vehicles and non-motorized transportation. Turning radii at intersections will be assessed to determine if they are too small, forcing vehicles, especially trucks, to occupy a lane and a half while turning (Figure 3). Roadside hazards will be evaluated. The Southern Avenue intersection on South First Street is skewed. The feasibility of the Naches Avenue extension will be analyzed including alignment alternatives, right of way needs, environmental conditions, public outreach, and cost estimates.

- ***Merit Criterion 2: Environmental Sustainability***

The three identified studies and the Selah Transportation Network Analyses Report will open conversations about potential transportation improvements for Selah including the Naches Avenue Extension. Because the City requires crossing the Naches River or the Yakima River to access the interstate and state routes, environmental assessment of potential programs, projects, and services will be evaluated.

- ***Merit Criterion 3: Quality of Life***

Infrastructure investment and non-motorized transportation investments have often spurred development because the capacity for the City will be fully quantified. Planning for future traffic and mitigating current traffic volumes and patterns will allow the City to increase the connectivity and reliability of the transportation system and services. The increases in these two qualities of life measures directly improve a community's quality of life standard.

- ***Merit Criterion 4: Mobility and Community Connectivity***

Location of the project in relation to the State of Washington

The project is in the 4th Congressional District of Washington State in the City of Selah in Yakima County. Selah is in the Yakima Metropolitan Planning Area and holds 8,153 of the county's 256,728 population (2020 US Census).

Location of the project in relation to Yakima Urban Area

The City of Selah is located in the northern part of the Metropolitan Planning Area (MPA), is bordered on the south by the Naches River and on the east by the Yakima River. Figure 8 below illustrates the agricultural lands and developed cities that are constrained in the hilly geography of Central Washington and represents the Metropolitan area.

Location of the project in relation to Areas of Persistent Poverty

The City of Selah is located completely or partially in seven (7) different Census Block Groups. The percentages of poverty in the City vary from a low of 3.01% in the southern most extents of the City limits to a maximum of 17.36% in the Census Block Group covering a large portion of the City’s center (ALPACA - Application for Local Planning and Community Accessibility (wa.gov)). The greatest impact and the area for which the greatest concern was expressed includes the main travel corridor, and specifically the intersection of Southern Avenue and South First Street, which are located in this central Census Block Group. Poverty in three (3) of the seven (7) Census Block Groups range from 3.01% to 5.00% poverty and the remaining four (4) Census Block Groups average 15.24%. (2010 Census)

These statistics do not paint a complete picture of the City’s persistent poverty as indicated in the Selah School District student characteristics presented by the Washington Office of Superintendent of Public Instruction (OSPI) accessed at: Report Card - [Washington State Report Card \(ospi.k12.wa.us\)](https://ospi.k12.wa.us). Selah’s School District 2023-2024 statistics report the percentage of low-income student population is 62.2%.

Location of the project in relation to the nearby Military Training Center

Just northeast of Selah is the Yakima Training Center, the Pacific Northwest leader in training operations for all branches of the military. Yakima County cities provide transportation, basic needs, and entertainment services for the thousands that are based here on an annual basis to receive a variety of training. The City of Selah constructed a park and ride lot for both the riders of the Selah Transit system and as a designated stop for the “Yakima-Ellensburg Commuter” route. The next stop on the outbound commuter route (~4.7 miles) to Ellensburg is near the entrance of the 327,000-acre Yakima Training Center military installation. RAISE investment for these planning project studies and tools will allow improvements designed to help transportation for military personnel and their families become quicker and safer.

Location of the project in relation to:

- Regional Connecting Washington Package of Projects

The Washington State legislators approved a project package for the East/West Corridor in the Connecting Washington Program under the 16-year Transportation Bill and though the elements of the East/West Corridor have begun, the larger sub-projects **are anticipated to begin in 2023**. The largest projects in the East/West Corridor Project improve movement on and across the I-82 corridor through the Yakima urban area and build a bridge and infrastructure system that connects the communities and cities on the east side of the Yakima River to the City of Yakima on the west side.

Near the touch-down of the bridge in Yakima, the red hatched area indicated in Figure 9, is a 225-acre former Mill Site, now a City of Yakima priority economic development site.

Community government and business leaders recognized this well-located site (adjacent to I-82), as one of the last remaining opportunities to both stimulate private investment and create a necessary economic catalyst. The area will be the future home to a mixed-use commercial, light industrial and entertainment area with 4,000 projected new jobs.

Accelerating interest in the economic development site led the City of Yakima to become partners with the WSDOT and Yakima County. The cooperative planning resulted in a cohesive package of infrastructure projects called the East/West Corridor.

Because there are housing and job opportunities in the City of Selah and a large working-class pool of residents, there are anticipated housing and job opportunities in the City of Yakima (within 1.5 miles of Selah), and there are housing and industry developments in the Terrace Heights community, the City of Selah anticipates an increase in traffic fluidity to cause more impacts on South First Street.

RAISE investment during this cycle will allow Selah’s Transportation Network Analyses to be completed prior to the completion of the connective East/West Corridor capital improvements.

- Regional prioritized projects in Selah

YVCOG, the Metropolitan and Regional Transportation Planning Organization (M/RTPO), scored Selah’s most recent multi-modal transportation projects on the First Street corridor as priorities and committed \$182,560 of the regionally allocated federal Surface Transportation Block Grant Set-aside funding (formerly Transportation Alternatives Program (TAP)) for the South First Street Revitalization project in 2016 and \$328,336 of federal Congestion Mitigation and Air Quality Program (CMAQ) funding in 2016 for the Civic Center Park & Ride Lot Improvements.

Selah’s Land Use and Zoning

The RAISE funding timing adds to the synergistic projects already in motion in the metropolitan area, allowing our high-quality agricultural products to meet the market demands in a timely manner. The City has localized the freight sources and agriculture-related processing and manufacturing industries as presented in Figure 10.

The expansion of existing businesses and attraction of new business to Selah will depend on how the City plans for alternative solutions to address the more than 6 million tons of freight moving through the pinched southern entrance to the City.

Figure 11 shows the extensive amount of land Selah has dedicated to housing within City limits. The trips originating in the City limits is just a fraction of the trips using City streets to commute for purposes of work, education, essential services, and recreation.

Because of the travel funneling in the “Upper Valley of Yakima County” (Figure 5 and Figure 8), these studies will provide the travel volumes and travel pattern information required to improve access to reliable, safe, and affordable transportation to not only the City but to the many rural areas using the City facilities to access regional, state, and interstate highways.

▪ ***Merit Criterion 5: Economic Competitiveness***

Exports from the Yakima River Basin are significant. Crop production and food manufacturing accounted for approximately 75 percent (75%) of the over \$1,800,000,000 in export value from the Yakima Basin in 2015¹ [pg. 32] “Driven by ever-increasing international sales of fresh fruit, the Yakima Metropolitan Area exported \$1.3 billion worth of goods in 2014, a 4.2 percent jump over the previous year, according to a new report by the U.S. Department of Commerce,” claimed the National Pork Producers Council in a Yakima Herald-Republic 7-13-2015 article titled Yakima County exports set another record. Exports from the Yakima Basin support jobs and economic activities in the region’s transportation sector. Exports are both foreign and domestic.

Exports from the Yakima River Basin are on the global market: \$788,000,000 to Asia; \$631,000,000 to Canada and Mexico; \$206,000,000 to European Union; \$77,000,000 to South America; \$53,000,000 to Middle East; \$42,000,000 to Central America; and \$25,000,000 to Africa 1 [pg. 33]. The majority of these exports is fruit.

Exports are heavily dependent on reliable infrastructure. In the 2016 Failure to Act–Closing the Infrastructure Investment Gap for America’s Economic Future, ASCE report card, the organization indicates, “From 2016 to 2025, each household will lose \$3,400 every year in disposable income due to infrastructure deficiencies. If this gap is not addressed throughout the nation’s infrastructure sectors by 2025, the economy is expected to lose almost \$4 trillion in GDP, resulting in a loss of 2.5 million jobs in 2025.” (pg. 4)

South First Street is a prime example of how an infrastructure segment can be tied to this Nation’s economic loss and our community’s missed opportunity to continue building Selah’s presence in the global market.

This project can assess and prepare Selah to make efficient decisions about updating or adding transportation infrastructure, helping Selah to continue contributing to America’s economic vitality at the national level. Famed as the “Fruit Bowl of the Nation”, the Yakima Valley is one of the Nation’s leading regions in the production of apples, pears, cherries, hops, and various other crops.

Essential freight enters the City of Selah via South First Street from I-82 and US12 to fruit packing, processing, and cold storage facilities. Freight trucks of three (3) axles or more comprise an average of 4.6 percent of the vehicles on South First Street.

The proposed improvement project will directly contribute to the long-term efficiency and reliability of transporting fresh and fragile freight. The 35,000+ ADT on South First Street will need to be addressed for freight movement to remain reliable in the First Street corridor.

▪ ***Merit 6: State of Good Repair***

Assessing Selah's main corridors in addition to South First Street and identifying the greater origins and destinations area are strategies to assess, plan for, and design Selah's primary transportation infrastructure and services to obtain a status of good repair.

The assessments will illuminate the infrastructure and services by whether they have state of the practice design elements, sufficient capacity, and continuity. The identification of deficiencies and the analyses will help the City of Selah evaluate their current transportation projects and programs and ensure identified deficiencies are addressed. Developing in-depth inventories and statuses of systems and services will position the City to begin recording asset management information.

▪ ***Merit 7: Partnership and Collaboration***

The volume issues at South First Street and Southern Avenue intersection have only recently been quantified while conducting a Selah Sub-Area Plan. The City is in early conversations about coordinating with YVCOG to validate the innovative information technology the City and YVCOG have purchased independently.

WSDOT provides the type of data gathering services the City of Selah with travel time and speed corridor services. Selah anticipates considering WSDOT services in their request for proposals process.

In addition to coordinating with YVCOG, Selah has gathered Support Letters for this planning project from United States Legislators, Washington State Legislators, businesses in the freight community, and other community stakeholders. Some of the letters come from:

- Yakima County continues to support City projects, especially those projects that stimulate development and help adjacent communities and business.
- New Vision/Yakima County Development Association helps promote projects and commercial ventures and development, in particular, impoverished properties.
- TRANS-Action, a coalition of businesses, local governments, non-profit community-based organizations, and residents from the Yakima Metropolitan area supports regionally significant projects that promote economic and quality of life enhancement.
- YVCOG, the federally designated M/RTPO for communities in Yakima County helps all communities in the Valley develop projects under the auspices of State and Federal guidelines.

Merit Criterion 8: Innovation

The volume issues at South First Street and Southern Avenue intersection have only recently been quantified (volumes only) while conducting a Selah Sub-Area Plan. The City is in early conversations about purchasing innovative information technology from a cell phone data provider. The information platform uses cell phone data to provide users with querying opportunities for origins and destination data, travel time data, speed data, and economic data by area, between areas, on corridors, and at locations. The traditional methods of collecting data without any analysis for the three studies would require a commitment of funding from the City of close to \$40,000. The data collected would require analyses for each of the purposes, would cover only a single snapshot in time, and would be wieldy to manage. Instead, the City will

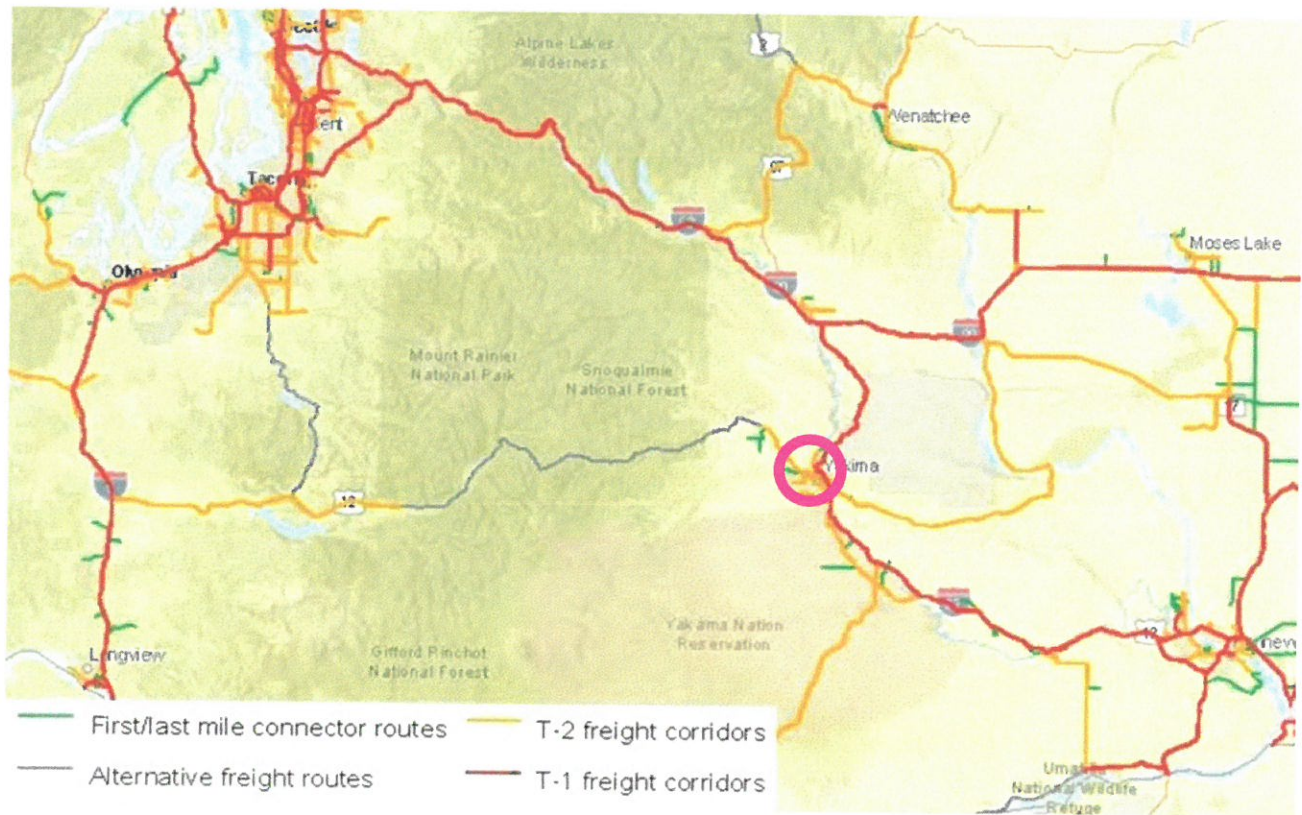
FY 2024 RAISE Grant Application

City of Selah "Fruity Pebbles" – Transportation Network Analysis & Feasibility Study

purchase a year's worth of data from the information provider and selected an unlimited access license allowing them to query preprocessed information using cell phone data.

Because of the immediate access to the preprocessed data, the City anticipates all studies will be concluded before **December 31, 2025**.

Figure 1: South First Street (SR 823) in Selah, Washington



SELAH'S SOUTH FIRST STREET (SR 823)

CARRYING FREIGHT AND GOODS OF NATIONAL AND STATEWIDE SIGNIFIGANCE

6,440,000 TONS OF GOODS ANUALLY

Esri, USGS | City of Yakima, County of Kittitas, WA State Parks GIS, Esri Canada, Esri, HERE, Garmin, SafeGraph, FAO, METI/NASA, USGS, Bureau of Land Management, EPA, NPS | Washington State Department of Transportation | WSDOT | Washington State

Figure 2: South First Street – Just north of Southern Avenue looking toward the south City limits.



Figure 3. At Jim Clements Way and Naches Avenue looking south.



Figure 4. Selah Corridors of Interest for Proposed Travel Time and Speed Study

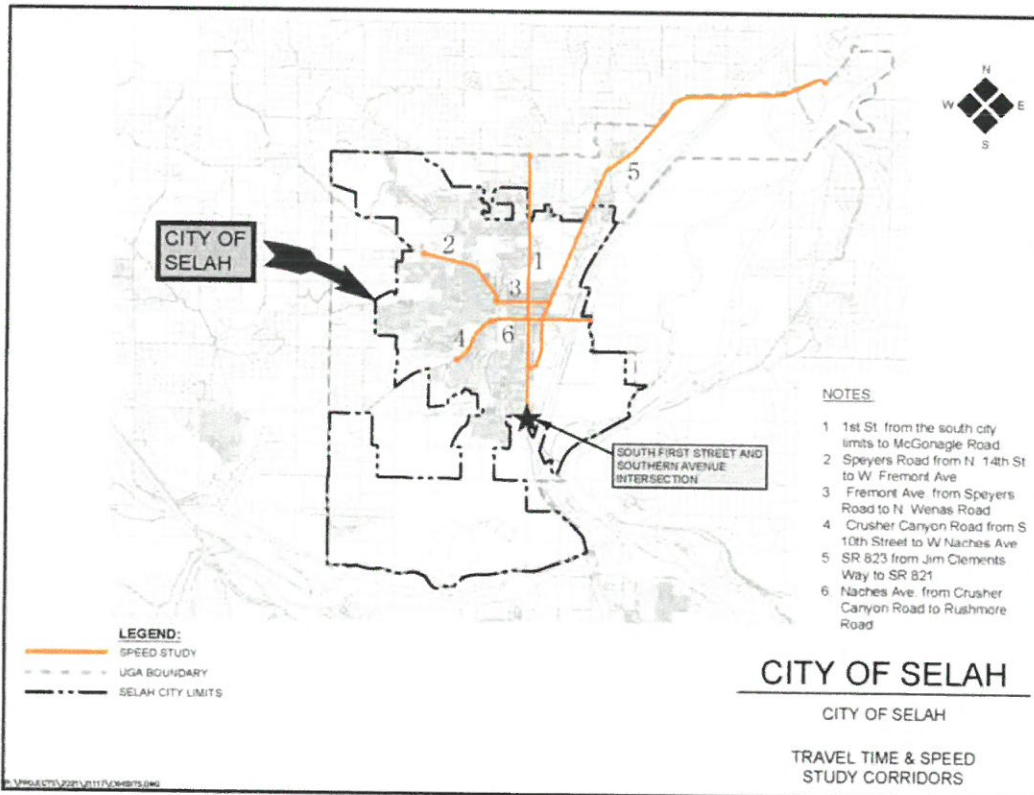


Figure 5. Selah's Area of Interest for an Origins and Destination Study

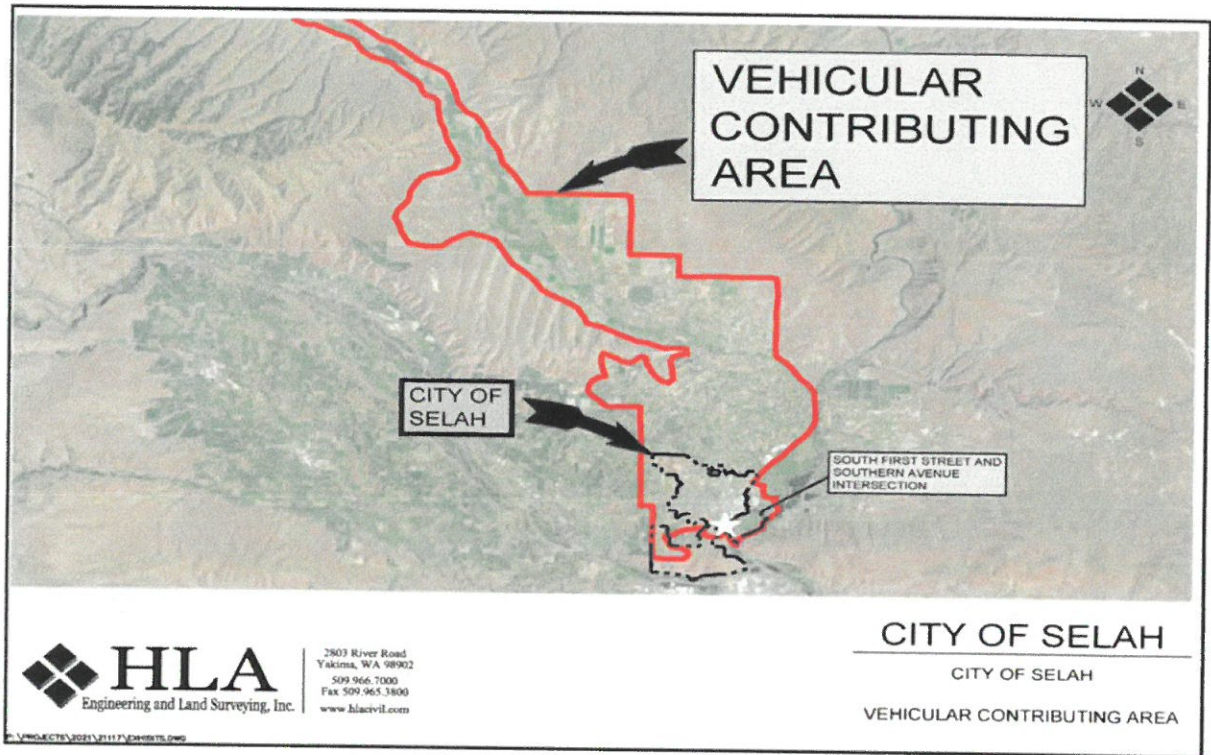


Figure 6: City of Selah Proximity in the State of Washington



Figure 7: City of Selah and Selah's Urban Growth Area

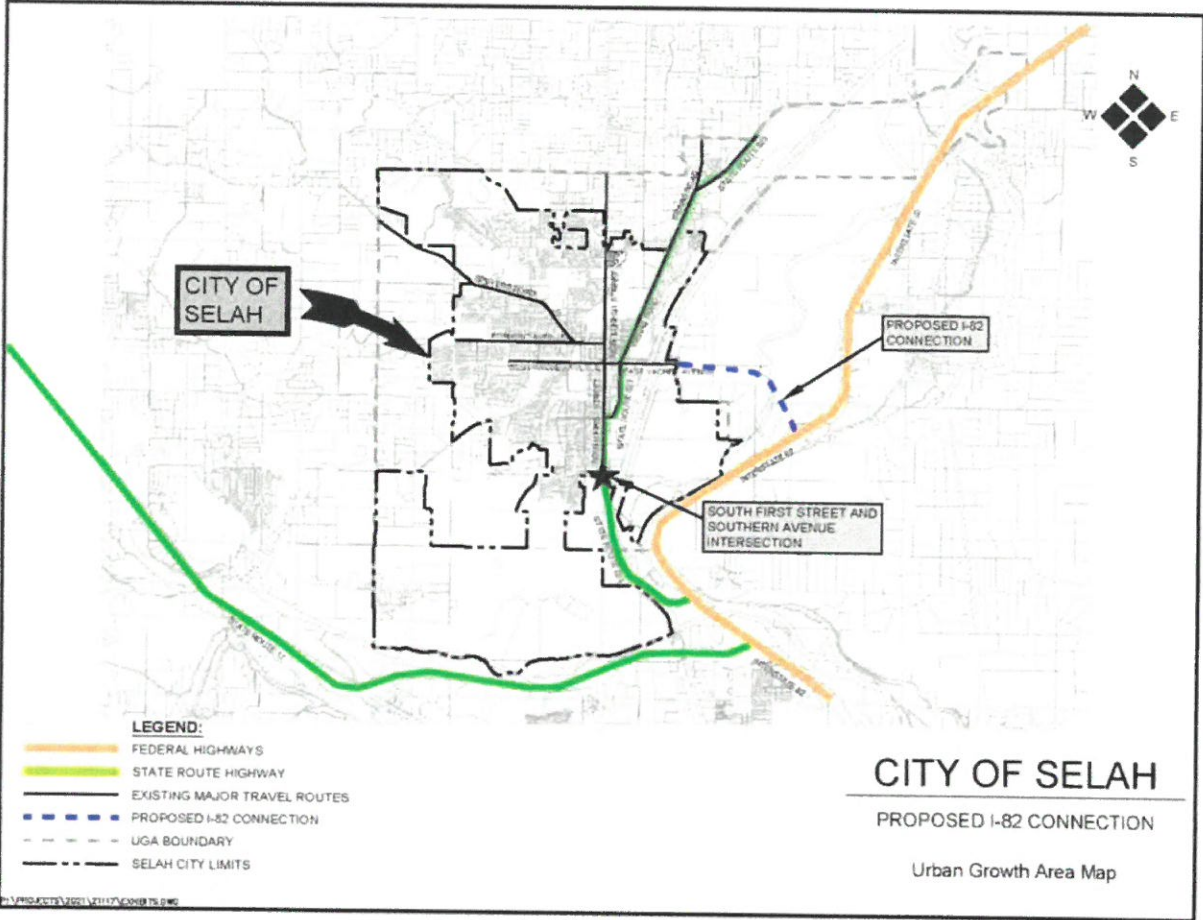


Figure 8: City of Selah in relation to Regionally Significant Federal and State Investments

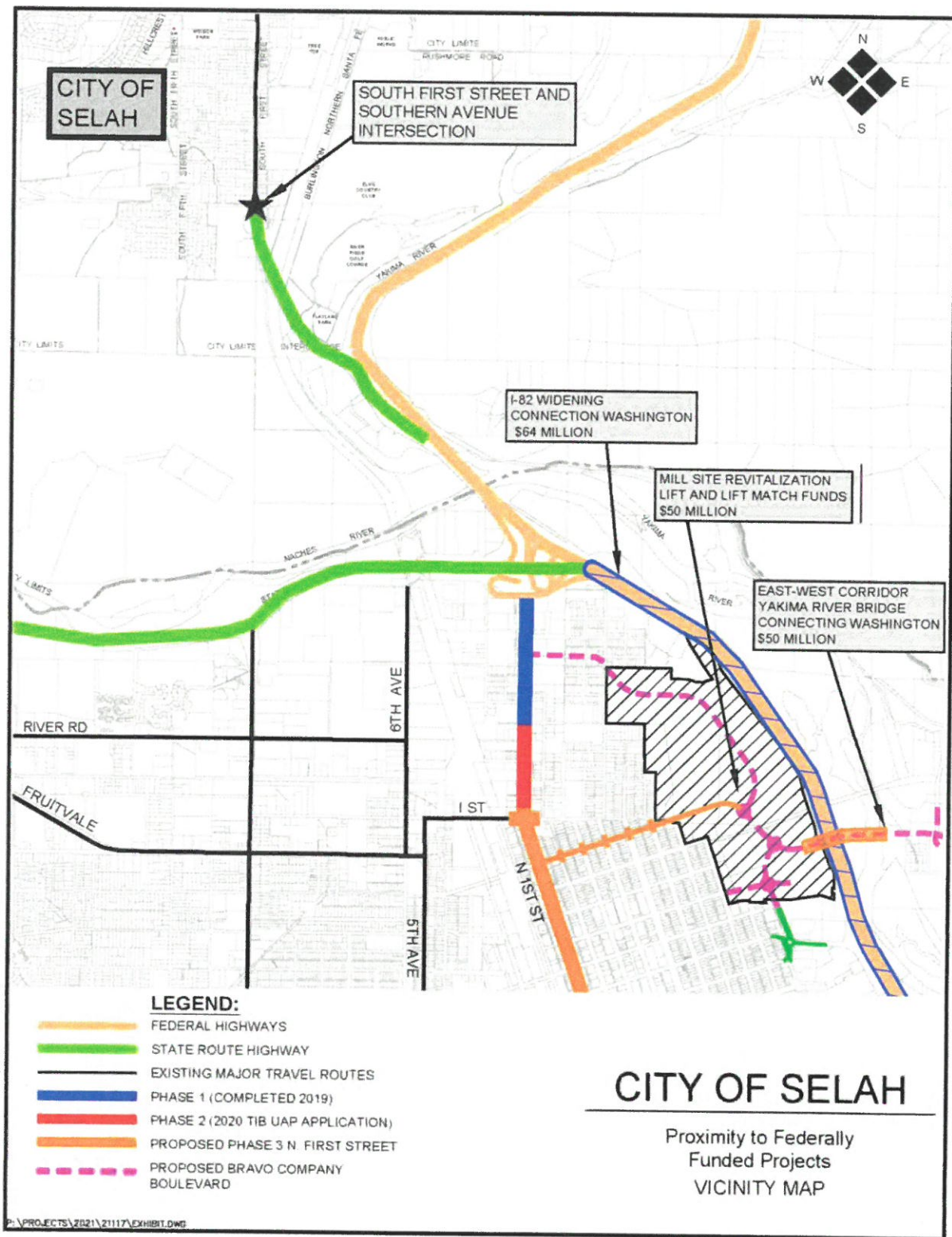


Figure 9: City of Selah's Major Freight Generators

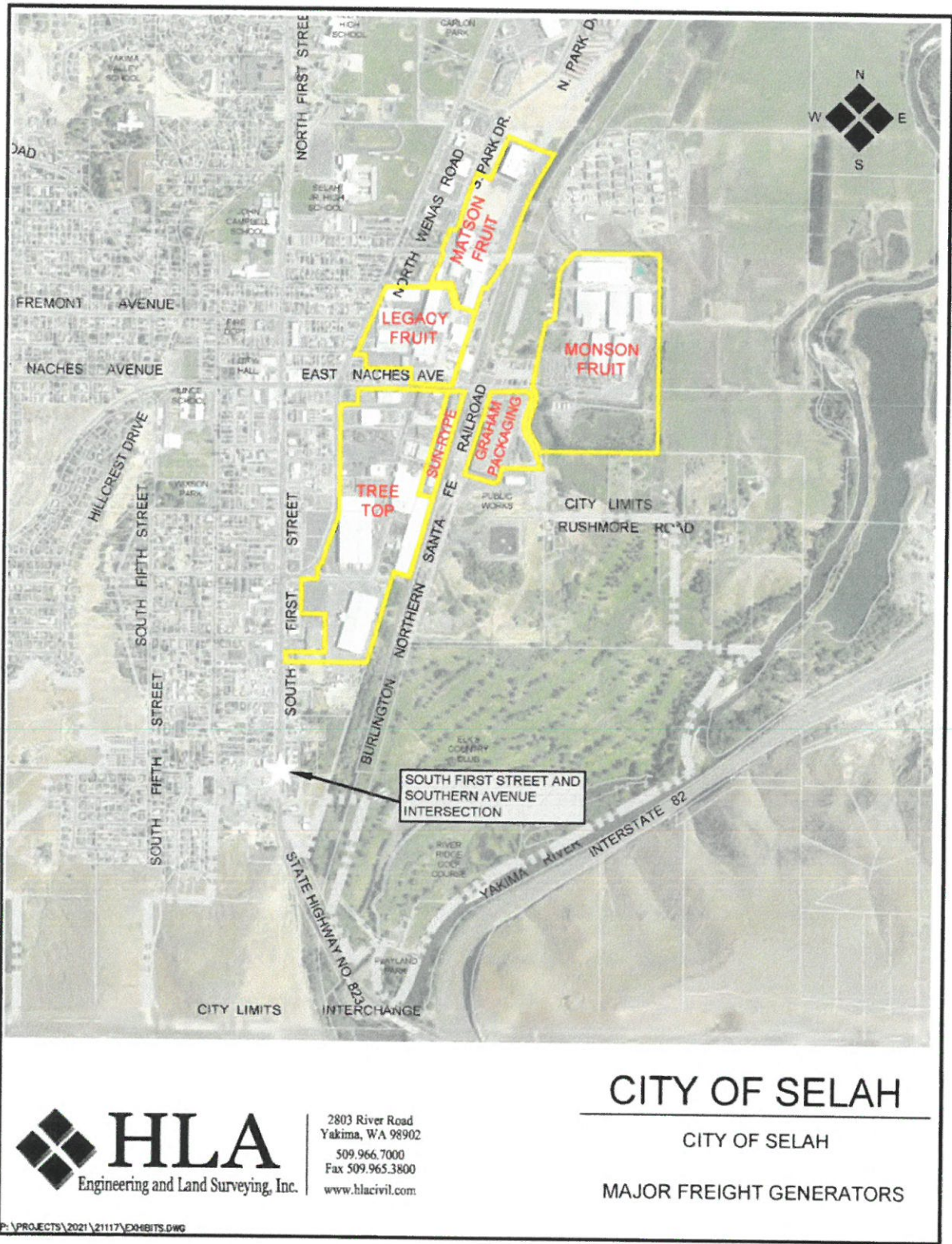


Figure 10: Selah's Mix of Zoning

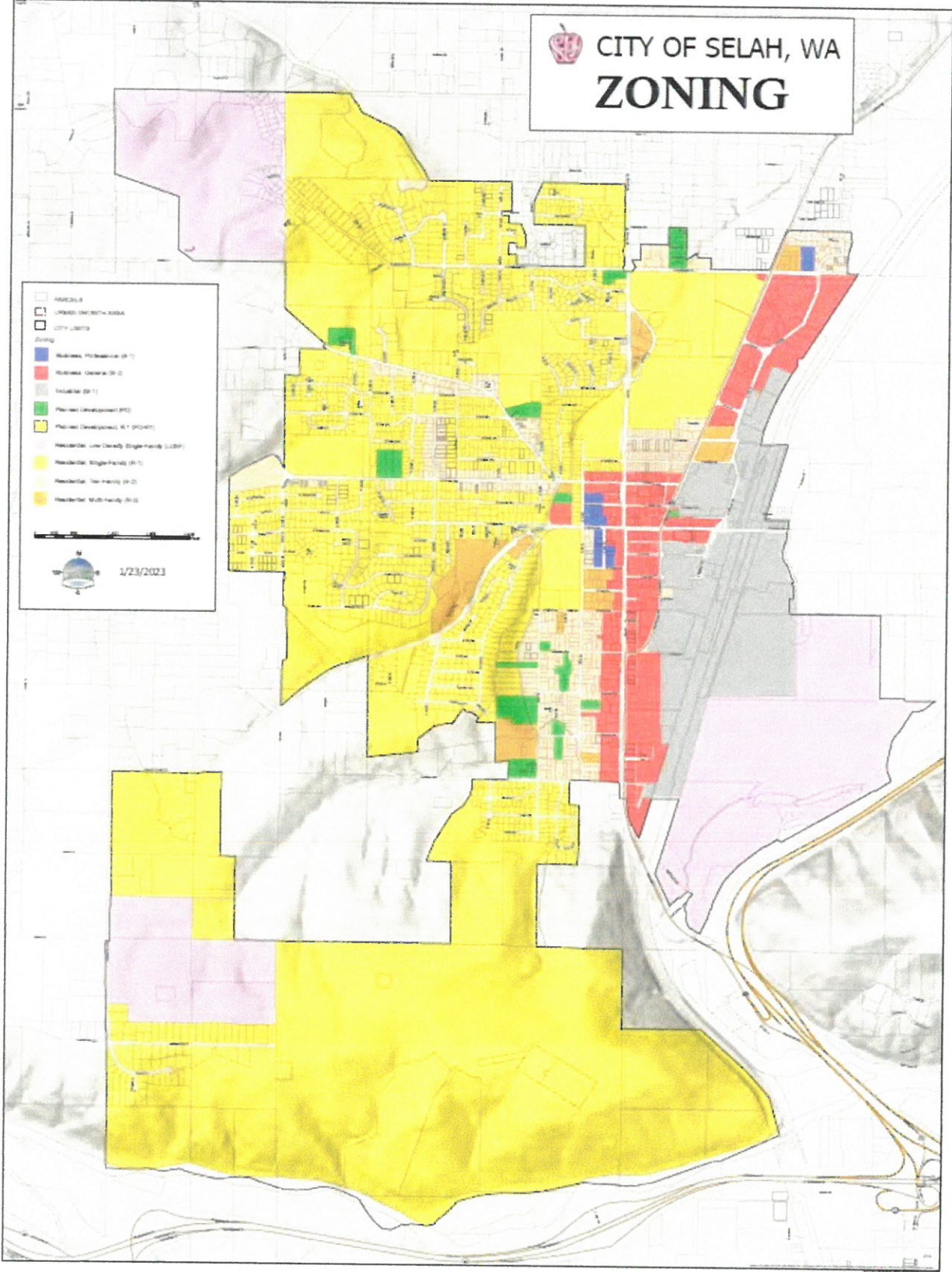


Figure 11: WSDOT Crash Portal Data for South First Street (SR 823) Between the Southern City Limits and Jim Clements Way



Map Legend	
<input checked="" type="checkbox"/>	Suspected Serious Injury
<input checked="" type="checkbox"/>	Suspected Minor Injury
<input checked="" type="checkbox"/>	Possible Injury
<input checked="" type="checkbox"/>	No Apparent Injury

In the past 3 years, 37 accidents have happened on South 1st Street (SR 823) between southern City limits and Jim Clements Way. This means that 14.6% of all 254 officer reported crashes that occurred within the City of Selah between 2021-2023 occurred within this under half-mile stretch of roadway.

Most Severe Injury Type:

Suspected Serious Injuries: 1

Suspected Minor Injuries: 3

Possible Injuries: 6

No Apparent Injuries: 27

(Data is from WSDOT Officer Reported Data)

Project Readiness

Project Schedule:

1	Advertise and select a planning and engineering firm to be the City of Selah “Fruity Pebbles” – Transportation Network Analysis & Feasibility Study project manager	February 2025
2	Advertise and select consultant to prepare the Travel Time and Speed Report	March 2025
3	Advertise and select consultant for Origins and Destination Study	March 2025
4	Advertise and select consultant for Intersection control Analysis	September 2025
5	Public meetings, community outreach about findings for: Travel Time and Speed Report Origins and Destination Study Intersection Control Analysis Alternate Access Evaluation	April – June 2025 April – September 2025 October – November 2025 December 2025
6	Public meetings, community outreach about finders for Selah Transportation Analyses Report	January – July 2026
7	Finalize Selah Transportation Analyses Report	December 2026

Required Approvals

- Environmental Permits & Review
 The application should demonstrate receipt of all environmental approvals and permits necessary for the project to satisfy of all Federal, State, and local requirements and completion of the NEPA process.
 - *NEPA Status*
 The project will likely require a SEPA resulting in a Determination of Non-significance because the deliverables are planning documents and typically viewed as Categorically Exempt. NEPA requirements will be met for this planning project as well.
 - *Other Agencies Reviews, Approvals, and Permits*
 The City will share each of the studies with WSDOT and YVCOG for regional concurrence of existing conditions and likelihood of funding opportunities.
 - *Environmental Studies*
 Next steps prompted by these studies may well lead into policy changes and potential projects involving Selah’s built environment. An exploration of needed environmental consideration of both proposed policies and capital projects will be included in each study.

- *DOT and Headquarters Discussions*
The City will share each of the studies with WSDOT and YVCOG for regional concurrence of existing condition and likelihood of funding opportunities. Prior to pursuing any changes to the City’s transportation infrastructure system, the City would include Yakima County, YVCOG, WSDOT, and FHWA in discussions because of Selah’s connections to County, State, and Interstate facilities.
- *Public Engagement*
These three studies have been vetted in a public process as presented in Selah’s Sub-Area Plan. Plan development included stakeholder meetings for businesses and organizations starting in October 2017, included open public meetings, and was explored in multiple City Council meetings through July 2019. The Selah Sub-Area Plan was adopted by City Council on July 10, 2019.
- State and Local Approvals
Because these studies are transportation related, they have been identified on Selah’s Transportation Improvement Program (TIP) and will be amended for State Transportation Improvement Program (STIP) inclusion upon notice of award. In Washington, the STIP is amended every month between January and October each year.
- Federal Transportation Requirements Affecting State and Local Planning
Information from the Sub-Area Plan has been included in the City’s Capital Facilities Plan, a recent Comprehensive Plan Amendment, and has been forwarded to YVCOG for inclusion in the next update of the Long-range Regional Transportation Plan. WSDOT is aware of this project’s purpose and have included a support letter in this application for funding the suite of studies.

Assessment of Project Risks and Mitigation Strategies

The City of Selah has investigated how to purchase and request the necessary data directly from information providers and larger organizations capable of providing services. The City has maintained a contracted City Engineer relationship with HLA Engineering and Land Surveying, Inc. for over 30 years. The City Engineer will guide the City with processes from preparing requests for proposals, assessing data quality, strategizing measures and thresholds, evaluating alternatives, and reporting study results to partnering agencies.

Although the data access and data source are innovative, the types of studies included in the City of Selah “Fruity Pebbles” – Transportation Network Analysis & Feasibility Study project are prescriptive and will follow the state of the practice.



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 2/13/2024
Agenda Number: 14-A

Action Item

Title: Ordinance Amending the 2024 Budget for the Expenditure of Lodging Taxes

From: Kimberly Grimm, Clerk/Treasurer

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: Approval

Fiscal Impact: \$ 26,371.

Funding Source: 121 Tourism

Background/Findings/Facts: The Lodging Tax Advisory Committee met and approved applications for funding the following: Yakima Valley Tourism, \$4,500 for Sports Tourism, \$1,495 for Travel Guide & Map and \$376 for Membership Dues, Selah Community Days Association, \$20,000 for the Selah Annual Community Days. The \$32,689 remaining amount authorized will be set aside for the next expenditure approval.

Recommended Motion: I move to approve an Ordinance amending the 2024 budget for an allocation of Lodging Taxes.

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

Date: **Action Taken:**

1-22-2024 Selah Lodging Tax and Advisory Committee approved applications requesting financial support at the regular meeting.

ORDINANCE NO. 2219

AN ORDINANCE AMENDING THE 2024 BUDGET FOR LODGING TAX
EXPENDITURES


WHEREAS; and the City desires an adjustment to the 2024 Budget for the allocations of Lodging Taxes to support the Yakima Valley Tourism and Selah Community Days Association;

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

121 Tourism

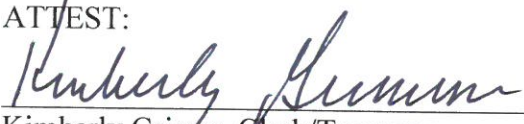
121.000.57.557.30.41.09	Yakima Valley Tourism	\$6,371
121.000.57.557.30.41.07	Selah Community Days Association	\$20,000
121.000.999.508.10.00.00	New Ending Restricted Cash & Investments	\$32,689

PASSED AND ORDAINED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON THIS 13 DAY OF February, 2024.



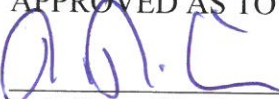
Roger Bell, Mayor

ATTEST:



Kimberly Grinn, Clerk/Treasurer

APPROVED AS TO FORM:



Rob Case, City Attorney

APPLICATION FOR LTAC FUNDS

LODGING TAX ADVISORY COMMITTEE (LTAC)
CITY OF SELAH



TITLE OF EVENT: SELAH COMMUNITY DAYS

APPLICANT INFORMATION

NAME OF ORGANIZATION: SELAH COMMUNITY DAYS ASSOCIATION

Physical Address: PO BOX 783M SELAH WA 98942

Form of organization: NON-PROFIT CORPORATION

Website: WWW.SELAHDAYS.COM

Agency Tax ID: 47-3182079

UBI: 601-789-022

Organization is a (select one): _____ Government Entity

_____ 501©3

_____ 501©6

____X____ Other NONPROFIT CORPORATION

PRIMARY POINT OF CONTACT

Name: BARB PETREA

Phone: 509-930-0432

Email: SELAHCOMMUNITYDAYS@GMAIL.COM

Fax: N/A

Project/Event Name: SELAH COMMUNITY DAYS

Project/Event Date: ANNUALLY, 3RD WEEKEND IN MAY, MAY,16-19,2024

Project/Event Location: CARLON PARK 300 GOODLANDER RD. SELAH WA 98942

Tourism Seasons: From the list below, what season will your project enhance tourism? Please indicate the appropriate season.

Season Months

X Year-Round January-December (YEAR ROUND FOR THE TRAVELING ROYALTY)

_____ Off Season November-February

X Shoulder Season October or March-May (FOR THE FESTIVAL)

_____ High Season June-September

REQUESTED FUNDING

Can you operate this project with reduced funding? NO

Priority #1: \$20,000 Priority #2: \$17,000

Will there be admission charged for this activity? NO

If yes, how much per person? \$ _____

ACTIVITY INFORMATION

Please describe the activity or organization. For festivals or events, include the name, dates of operation and expected number of participants. For operations, include the expected number of visitors.

The festival Thursday-Sunday at the park includes carnival/vendors/entertainment: 8500+

The car show on Friday night: 450

The parade on Saturday: 5000 spectators and 100 entries (2000 participants)

The Selah royalty travel to over 16 Yakima County cities and expand into Seattle for Seafair. They also do additional travel to represent Selah to help with events and community pageants and luncheons as well as donate their time to helping out local charities/events.

PLEASE COMPLETE THE FOLLOWING REGARDING FUNDING FOR YOUR EVENT.

Can you operate this project without LTAC Funds? NO

Priority 1 - Full amount requested: \$20,000

Priority 2 - Partial amount requested: \$17,000

Will there be admission charged for this activity? NO

Please provide estimates the number of people traveling out of town to your event: Away from their place of resident or business and staying overnight in paid accommodations: 100

To a place 50 miles, one way, from their place of residence or business for the day or overnight: 500

From another country or state outside of their place of residence or business: 25

COORDINATION AND COLLABORATION

The mission of the LTAC committee is to promote tourism activity to the City of Selah. Please provide information about any other organizations or agencies involved in this project/activity and how this project directly contributes to the Selah LTAC Plan.

Selah Community Days is an annual community celebration that has been bringing together Selah residents since 1937. It is a homecoming event as well as a time to bring together people from the valley to share in the festivities. We have participants who have traveled from all over the state and beyond to participate as vendors, spectators and to come back home to visit.

Describe how you will promote your event/activity to attract tourists from outside of Selah: Our Selah float and Royalty have been traveling around the valley/state over the past year as ambassadors for our community. Besides meeting people one on one, we advertise on local social media sites, send out welcome emails to past participants and use geo fencing tools to target groups and get them excited about the upcoming May event.

Describe how you will promote lodging establishments, restaurants, and businesses within the City of Selah as it pertains to your event:

Besides sending out the hotel phone number in our sign up email we will also send a link to the Selah Downtown Association virtual Selah Map https://selahdowntown.org/uploads/SDA_Map_Digital.pdf . We also offer goody bags to all of our vendors that include flyers and gifts from local shops/eateries.

BUDGET

Income: If you are anticipating receiving partial funding for this activity from another source, please list the source, approximate amount and the status of funding.

Amount	Source	Confirmed	Dates Available	Notes
Total Income: <u>PLEASE SEE ATTACHMENT \$42225.00</u>				
What percentage of your project does your request for city funds represent? <u>30%</u>				

Expense: Please estimate your expected expenses for this event. **PLEASE SEE ATTACHMENT**

Activity	LTAC Funds	Other Funds	Total
Personnel (salaries):			
Administration:			
Marketing/Promotion:			
Direct Sales Activities:			
Minor Equipment:			
Travel:			
Contract Services:			
Other Activities:			
Total Cost:			<u>\$59060.00</u>

SCHEDULE AND USE OF FUNDS

The LTAC committee will approve funds for projects and events in the current calendar year only. Funds can ONLY be used for the event and date listed in the contract. Approved funds can be accessed in the following ways:

Funds must be used as directed by the LTAC committee listed at the end of this contract. Applicants must adhere to the following payout agreements:

- Event promotion in radio, digital, or television advertising - For date-specific events, advertising the day of the event and up to 10 days prior to the event may be reimbursed at 100% of the cost.
- Printed flyers or posters: LTAC funds may be available for up to 100% reimbursement.
- Dated material such as (but not limited to) shirts, bags, tangible promotional items: LTAC funds may be available for up to (but not exceeding) 50% reimbursement.
- Deposits for reservation of services, vendors, or contractors: LTAC funds may be available for up to 100% reimbursement.

PAYOUT SCHEDULE

Approved funds will be dispersed based on reimbursement when receipts are provided to the City. No blanket checks for approved funds will be provided. If deposits or funds are required before the event date, an official quote from the vendor or request from the applicant must be submitted with the application. Approved funds can only be used for the event listed on the application, not for future events (even if it's the same event for the following calendar year).

BP (APPLICANT INITIALS)

EVENT CANCELLATIONS

If an event is canceled due to unforeseen circumstances, all LTAC funded payments must be returned to the City and the LTAC budget within 90 days of event cancellation. **BP**

(APPLICANT INITIALS)

REPORTING

The State of Washington requires municipalities to report on the use of funds for the year. Specific questions are included in the application form for this purpose. Additionally, all recipients of lodging tax revenue, regardless of what the revenue is to be used for, must submit a post-event activity report to the City describing the actual number of travelers generated.

CITY OF SELAH TOURISM PROMOTION APPLICATION INFORMATION The City will, as part of the contract with the recipients, require that the post-event report be provided after the event or activity, but no later than January 31st of the next year. The City compiles all report information, then files an annual report to the State of Washington Joint Legislative Audit and Review Committee (JLAR C) by March 15th of the following year. **BP (APPLICANT INITIALS)**

The post-event activity report must include the following:

- Total amount spent on the event.
- The number of participants who attended the event/activity in each of the following categories:
 - Staying overnight in paid accommodations away from their place of residence or business;
 - Staying overnight in unpaid accommodations (e.g. with friends and family) and traveling fifty miles or more one way from their place of residence or business;
 - Staying for the day only and traveling more than fifty miles or more one way from their place of residence or business;
 - Attending but not included in one of the three categories above.
- The estimated number of participants in any of the above categories that attended from

out-of-state (includes other countries).

- A description of methods used to determine attendance and distinguish among the visitor categories at the event/activity.

BP (APPLICANT INITIALS)

Any recipient awarded funding must complete the reporting requirements.

APPLICANT SIGNATURE

THE APPLICANT HEREBY CERTIFIES AND AFFIRMS: 1. THAT IT DOES NOT NOW, NOR WILL IT DURING THE PERFORMANCE OF ANY CONTRACT ARISING FROM THIS APPLICATION, UNLAWFULLY DISCRIMINATE AGAINST ANY EMPLOYEE, APPLICANT FOR EMPLOYMENT, CLIENT, CUSTOMER, OR OTHER PERSON WHO MIGHT BENEFIT FROM SAID CONTRACT, BY REASON OF AGE, RACE, COLOR, ETHNICITY, SEX, RELIGION, CREED, PLACE OF BIRTH, OR DEGREE OF HANDICAP. 2. THAT IT WILL ABIDE BY ALL RELEVANT LOCAL, STATE AND FEDERAL LAWS AND REGULATIONS AND 3. THAT IT HAS READ THE INFORMATION CONTAINED IN PAGES 1, 2, AND 3 AND UNDERSTANDS AND WILL COMPLY WITH ALL PROVISIONS THEREOF.

Certified By (Signature): Barbara Petrea

Print or type name: Barbara Petrea

Title: President

Date: January 6 2024

FOR LTAC BOARD USE ONLY

Accepted/Denied: ACCEPTED

Amount Approved: \$20,000

Specific directions for use of funds: _____

Chairperson Signature: 

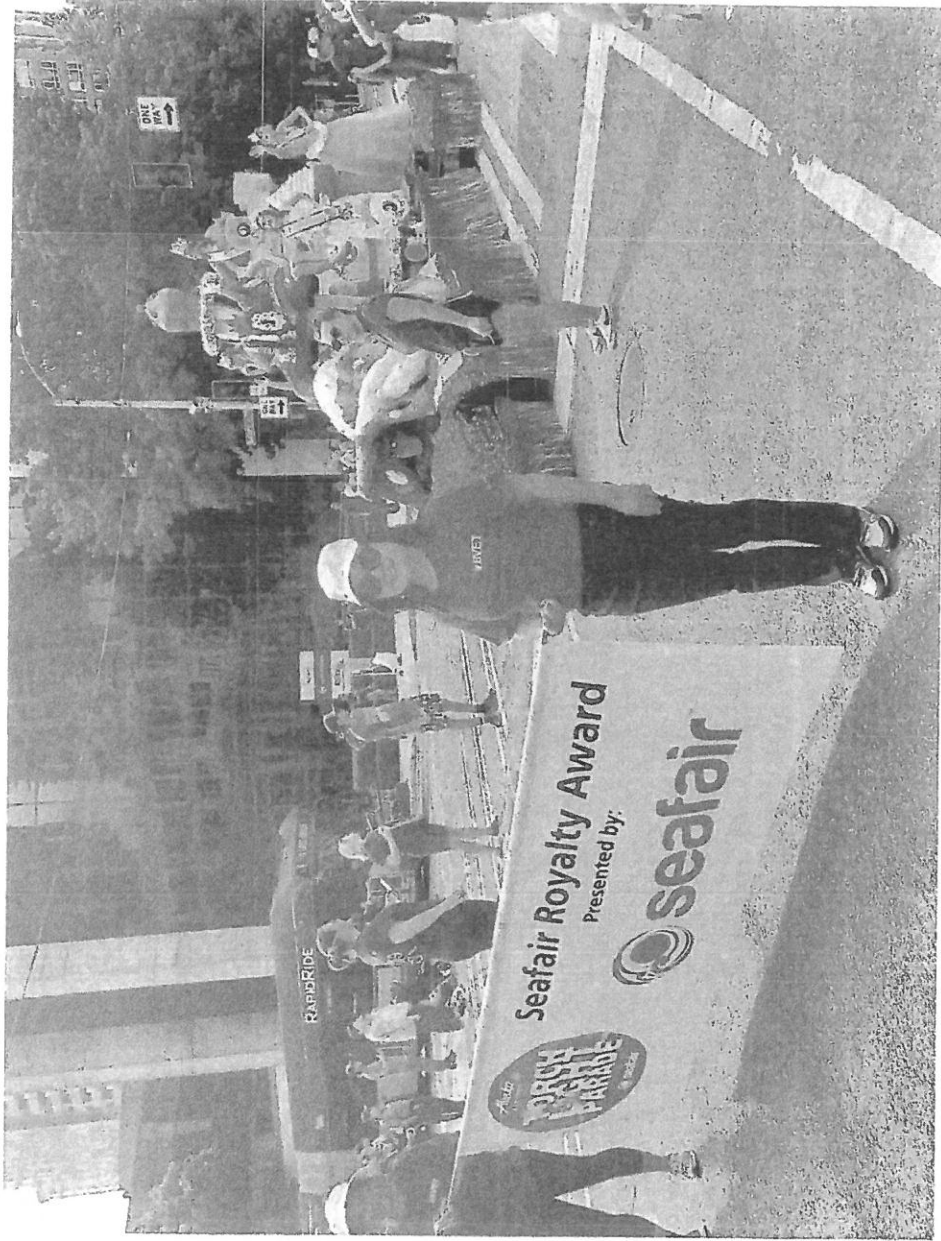
Date: 1/22/2024

SCDA Income/Expense LTAC Budget Review 2024

Minor Equipment:	o Generator, portable distribution & cords, gas	Gen/cords/boxes(1675), Permit (548), Gas (\$800)		
		Minor Equipment		\$3,000.00
Administration:	o Board Insurance (Great American)	Renews in May	\$807.00	
Administration:	o General Liability (Worldwide Facilities)	Expires mid April	\$3,175.00	
Administration:	o Progressive Auto Insurance	\$1116 March (float trailer/truck, Econo, Christmas Trailer)	\$3,114.00	
Administration:	o Website yearly price		\$120.00	
Administration:	o Website updates \$85 an hour		\$300.00	
		Administration		\$7,516.00
Contract Services:	o Stage 32x20 covered stage, lighting, sound & DJ	3 Day Rental	\$5,761.65	
Contract Services:	o Stage entertainment	5 bands	\$2,500.00	
Contract Services:	o Fireworks	2023 6500	\$5,000.00	
Contract Services:	o Tent Canopy 20x20 with dividers	\$628.14 with divider set up Thursday	\$628.14	
Contract Services:	o Security	\$35 hr. 8 hr.	\$2,600.00	
Contract Services:	o Porta Potties Carlon Park	Park, Parade, Royalty Event (400 parade, 120 Sentinel)	\$2,480.00	
Contract Services:	o Radios 18	Day Wireless	\$370.00	
Contract Services:	o Repairs	Vehicle Repairs	\$2,000.00	
		Contract services		\$21,339.79
Marking/Promotion:	o Royalty	(pageant, scholarships, wardrobes)	\$10,000.00	
Marking/Promotion:	o Royalty Travel	\$1800 travel, (\$2400) Fuel	\$5,000.00	
Marking/Promotion:	o Float (outside of Pageant budget) Vet on Float \$100	Float decor, Vet	\$4,000.00	
Marking/Promotion:	o Advertising/Park Decorations	Advertising TV Ad (1000) Newspaper (200)	\$1,200.00	
Marking/Promotion:	o Park Decorations, handouts, posters, hide seek	Park Decorations (500)	\$700.00	
Marking/Promotion:	o Tshirts/Sweatshirts	Income 2023 \$5100	\$3,000.00	
		Marketing		\$23,900.00
Other Activities:	o Car Show	100 Dash Plaques \$450.00, Door Prizes \$200.00, Trophy \$400.00,20 t shirts McDonalds Gift Cards,Supplies \$150.00,Printing \$100.00,FCCLA Parking Help donation \$350 DJ with speakers \$150	\$1,800.00	
Other Activities:	o Parade	Trophies (875) Audio (150), Donation to helping groups (280) Water/Snacks	\$1,505.00	
		Other Activities		\$3,305.00
		Total Expenses		\$59,060.79
Income and date received				
Income (5/19/24)	Carnival	Ticket sales	\$15,000.00	
Income (5/19/24)	Vendors Food	Percentage of Food Sales	\$6,500.00	
Income (5/1/24)	Vendors Arts/Craft	Booth Sales 80 vendors	\$6,000.00	

SCDA Income/Expense LTAC Budget Review 2024

Income (4/1/24)	Sponsors	Firework Sponsors	\$4,000.00	
Income (5/17/24)	CarShow	Carshow entry	\$1,875.00	
income (4/15/24)	Stage Banner	Sponsor Spots	\$2,000.00	
income (4/1/24)	Royalty Banner	Sponsor Spots	\$1,850.00	
Income (5/19/24)	Merchandise Sales	Tshirt Sales	\$5,000.00	
		Total Projected Income		\$42,225.00
		LTAC Minimum Needed ~		\$16,835.79
In KIND				
In KIND	Sentinel Computers \$2125	Website Updates	\$2,125.00	
In KIND	Ice Cream Social Kings Row \$200	Year End Royal Luncheon	\$200.00	
In KIND	Ice Cream Social Grocery Outlet: \$100	year End Royal Luncheon	\$100.00	
In KIND	Seco Park Decor \$750	Decorations	\$750.00	
In KIND	McDonalds gift cards Car show: \$450	Car Show Gifts	\$450.00	
In KIND	Elks Meeting Hall \$2950	Aminstration Meeting Room	\$2,950.00	
In KIND	Pageant HK Photography \$200	Pageant Pictures	\$200.00	
In KIND	Park: HR Block Bags \$175	Vendor Gifts	\$175.00	
In KIND	Park: Windy Bend Farms \$100	Vendor Gifts	\$100.00	
In KIND	Car Show Zirkle apples \$250	Gifts	\$250.00	
In KIND	Commercial G-Force Ariel \$329	Commercial	\$329.00	
In KIND	Coca Cola	Co2 for the float	\$450.00	
		IN KIND		\$8,079.00
WISH LIST	LAP TOP COMPUTER		\$539.00	
WISH LIST	QUICKBOOKS ONLINE YEAR		\$360.00	
WISH LIST	NEW TIRES FOR THE FLOAT		\$1,000.00	
WISH LIST	FLOAT REPAIR BUFFER		\$1,265.00	
		Total for Wishlist		\$3,164.00
		Total request to LTAC		\$20,000





Deana Goetz



May 26, 2023 · 🌐

So proud of these girls they gathered over 600 lbs of cat/dog food for the Selah meals on Wheels!! You girls rocked it today!! Thank you to each of you for all your hard work!!! Thank you to everyone that came out and donated, you are why our community is so awesome!!!



1. MEMBERSHIP

APPLICATION FOR LTAC FUNDS

LODGING TAX ADVISORY COMMITTEE (LTAC)
CITY OF SELAH



TITLE OF EVENT: Yakima Valley Tourism Proposal Contract for Tourism Services

APPLICANT INFORMATION

NAME OF ORGANIZATION: Yakima Valley Tourism

Physical Address: 10 North 8th Street, Yakima, WA 98901

Form of organization: 501 © 6

Website: visityakima.com

Agency Tax ID: 91-0788723

UBI: 601-134-253

Organization is a (select one):
Government Entity
501 © 3
[X] 501 © 6
Other

PRIMARY POINT OF CONTACT:

Name: Stephanie Gangle

Phone: 509-575-3010

Email: stephanie@visityakima.com

Fax: 509-575-6252

Project/Event Name: Yakima Valley Tourism Proposal Contract for Tourism Services

Project/Event Date: All of 2024

Project/Event Location: n/a

Tourism Seasons: From the list below, what season will your project enhance tourism? Please indicate the appropriate season.

Table with 2 columns: Season, Months. Rows include Year-Round (checked), Off Season, Shoulder Season, and High Season with corresponding month ranges.

REQUESTED FUNDING

Can you operate this project reduced funding? Yes; however some activities will not be performed.

Priority 1 - Full amount requested: \$15,995

Priority 2 - Partial amount requested: Items listed are a la carte. The amount will depend on what the committee chooses.

Will there be admission charged for this activity? No.

If yes, how much per person? \$ n/a

ACTIVITY INFORMATION

Please describe the activity or organization. For festivals or events, include the name, dates of operation and expected number of participants. For operations, include the expected number of visitors.

Yakima Valley Tourism's mission is to stimulate economic development by marketing the Yakima Valley for conventions, groups and leisure travel. Membership with YVT, advertising in the 2025 Travel Guide, committing to the Destination Marketing package and partnering with the Sports Commission will allow YVT to directly market and position Selah as a convenient and attractive destination for tourists. Additional focus will be on the rich agricultural abundance and farm-fresh experiences plus outdoor adventure opportunities in the Yakima River Canyon. Our efforts will draw visitors to experience organized events in Selah as well.

PLEASE COMPLETE THE FOLLOWING REGARDING FUNDING FOR YOUR EVENT.

Can you operate this project without LTAC Funds? No; requested funds are specific to Selah promotion.

Priority 1 - Full amount requested: \$15,995

Priority 2 - Partial amount requested: Items listed are a la carte. The amount will depend on what the committee chooses.

Will there be admission charged for this activity? No.

Please provide estimated number of people traveling out of town to your event.

ESTIMATED NUMBER OF PARTICIPANTS			
Activity or Service	Away from their place of residence or business and staying overnight in paid accommodations.	To a place 50 miles, one way, from their place of residence or business for the day or overnight.	From another country or state outside of their place of residence or business.
1. Membership	863	863	863
TOTAL:	863	863	863

METHODOLOGY TO DETERMINE ATTENDANCE/ROOM NIGHTS

- 1. Membership:** Membership with YVT enables us to directly market and position Selah as a convenient and attractive destination for tourists. There were more than 6,900 people served at the Visitor Information Center in 2023. As Selah is one of eight cities that we promote (or 12.5% of the marketing pie), we conservatively project at least 363 room nights could result (2,900 x 12.5%).

COORDINATION AND COLLABORATION

The mission of the LTAC committee is to promote tourism activity to the City of Selah. Please provide information about any other organizations or agencies involved in this project/activity and how this project directly contributes to the Selah LTAC Plan.

GreenRubino in Seattle is contracted with YVT to promote our members and are provided with community attributes, imagery and other means of information available to attract travel writers and journalists to the Yakima Valley. They in turn participate in activities and experiences that a visitor could. The Yakima River Canyon is a key attractor.

Describe how you will promote your event/activity to attract tourists from outside of Selah:

YVT promotes its members in a variety of ways: media/public relations capacity in attracting travel writers and journalists to the Yakima Valley that generate stories about visitor experiences, advertising placements in key periodicals and online mediums, the travel guide and other printed materials (travel shows, conventions, training seminars, etc), website, Visitor Information Center and convention/sporting event organizers.

Describe how you will promote lodging establishments, restaurants, and businesses within the City of Selah as it pertains to your event:

Partnerships exist with Elite Tours, Precision Fruit, Quality Inn, Rider Cellars, Selah Downtown Association, Selah Ridge Lavender Farm, The Outskirts Brewing Co and Tree Top Store and Visitor Center to promote their individual businesses for events and activities. Continuing the community package will further promote the City of Selah as a destination.

BUDGET

Income: If you are anticipating receiving partial funding for this activity from another source, please list the source, approximate amount and the status of funding.

Amount	Source	Confirmed	Dates Available	Notes
Total Income:				
What percentage of your project does your request for city funds represent?				

Expense: Please estimate your expected expenses for this event.

Activity	LTAC Funds	Other Funds	Total
Personnel (salaries):			
Administration:			
Marketing/Promotion:	1. Membership		\$376
Direct Sales Activities:			
Minor Equipment:			
Travel:			
Contract Services:			
Other Activities:			
Total Cost:			\$376

1. Annual Membership Fee - \$376 (waived with large contract)

- Free listing Yakima Valley Official Travel Guide™ Yakima Valley Business Services section at the back of the guide (no photo, descriptive text or event information) unless an ad is placed elsewhere in the guide.
- Free listing <https://www.visityakima.com/yakima-valley-business.asp> under the Community Organization Services heading.
- Event promotions on Yakima Valley Tourism’s comprehensive website calendar plus our social media outlets- Facebook, Instagram, and consumer blogs written periodically throughout the year. The page is also used by travel writers and media outlets when scouting the Valley for story ideas.
- Brochure/rack card distribution at the Yakima Valley Visitor Information Center (VIC) and Yakima Convention Center.
- Complimentary copy of the Directory of Conventions & Sporting Events. A members’ only tool updated on a monthly basis and emailed to members so you know what conventions and sporting events are coming up. It’s also a tool for you to market your business to the incoming conference and event planners.
- Member E-news available to members to keep you informed of current and future Yakima Valley Tourism events, tourism related news, upcoming sporting events and updates from staff.
- Networking events and educational sessions hosted by YVT throughout the year.
- Priority referrals for members when inquiries come in over the phone, at the Visitor Information Center and Yakima Convention & Event Center.

SCHEDULE AND USE OF FUNDS

The LTAC Committee will approve funds for projects and events in the current calendar year only. Funds can ONLY be used for the event and date listed in the contract. Approved funds can be accessed in the following ways:

Funds must be used as directed by the LTAC committee listed at the end of this contract.

Applicants must adhere to the following payout agreements:

- Event promotion in radio, digital, or television advertising – For date-specific events, advertising the day of the event and up to 10 days prior to the event may be reimbursed at 100% of the cost.
- Printed flyers or posters: LTAC funds may be available for up to 100% reimbursement.
- Dated material such as (but not limited to) shirts, bags, tangible promotional items:

- LTAC funds may be available for up to (but not exceeding) 50% reimbursement.
- Deposits for reservation of services, vendors, or contractors: LTAC funds may be available for up to 100% reimbursement.

PAYOUT SCHEDULE

Approved funds will be dispersed based on reimbursement when receipts are provided to the City. No blanket checks for approved funds will be provided. If deposits or funds are required before the event date, an official quote from the vendor or request from the applicant must be submitted with the application. Approved funds can only be used for the event listed on the application, not for future events (even if it's the same event for the following calendar year).

Sb (APPLICANT INITIALS)

EVENT CANCELLATIONS

If an event is canceled due to unforeseen circumstances, all LTAC funded payments must be returned to the City and the LTAC budget within 90 days of event cancellation.

Sb (APPLICANT INITIALS)

REPORTING

The State of Washington requires municipalities to report on the use of funds for the year. Specific questions are included in the application form for this purpose. Additionally, all recipients of lodging tax revenue, regardless of what the revenue is to be used for, must submit a post-event activity report to the City describing the actual number of travelers generated.

CITY OF SELAH TOURISM PROMOTION APPLICATION INFORMATION

The City will, as part of the contract with the recipients, require that the post-event report be provided after the event or activity, but no later than January 31st of the next year. The City compiles all report information, then files an annual report to the State of Washington Joint Legislative Audit and Review Committee (JLAR C) by March 15th of the following year.

Sb (APPLICANT INITIALS)

The post-event activity report must include the following:

- Total amount spent on the event.
- The number of participants who attended the event/activity in each of the following categories:
 - Staying overnight in paid accommodations away from their place of residence or business;
 - Staying overnight in unpaid accommodations (e.g. with friends and family) and traveling fifty miles or more one way from their place of residence or business;
 - Staying for the day only and traveling more than fifty miles or more one way from their place of residence or business;
 - Attending but not included in one of the three categories above.
- The estimated number of participants in any of the above categories that attended from out-of-state (includes other countries).

- A description of methods used to determine attendance and distinguish among the visitor categories at the event/activity.

S6 (APPLICANT INITIALS)

Any recipient awarded funding must complete the reporting requirements.

APPLICANT SIGNATURE

THE APPLICANT HEREBY CERTIFIES AND AFFIRMS: 1. THAT IT DOES NOT NOW, NOR WILL IT DURING THE PERFORMANCE OF ANY CONTRACT ARISING FROM THIS APPLICATION, UNLAWFULLY DISCRIMINATE AGAINST ANY EMPLOYEE, APPLICANT FOR EMPLOYMENT, CLIENT, CUSTOMER, OR OTHER PERSON WHO MIGHT BENEFIT FROM SAID CONTRACT, BY REASON OF AGE, RACE, COLOR, ETHNICITY, SEX, RELIGION, CREED, PLACE OF BIRTH, OR DEGREE OF HANDICAP. 2. THAT IT WILL ABIDE BY ALL RELEVANT LOCAL, STATE AND FEDERAL LAWS AND REGULATIONS AND 3. THAT IT HAS READ THE INFORMATION CONTAINED IN PAGES 1, 2, AND 3 AND UNDERSTANDS AND WILL COMPLY WITH ALL PROVISIONS THEREOF.

Certified By (Signature): Stephanie Gangle
Print or Type Name: Stephanie Gangle
Title: Office Manager & Membership Services
Date: January 11, 2024

FOR LTAC BOARD USE ONLY

Accepted/Denied: ACCEPTED
Amount Approved: \$ 376
Specific Directions for Use of Funds: _____

Chairperson Signature: [Signature]
Date: 1/22/2024

2. TRAVEL GUIDE

APPLICATION FOR LTAC FUNDS

LODGING TAX ADVISORY COMMITTEE (LTAC)
CITY OF SELAH



TITLE OF EVENT: Yakima Valley Tourism Proposal Contract for Tourism Services

APPLICANT INFORMATION

NAME OF ORGANIZATION: Yakima Valley Tourism

Physical Address: 10 North 8th Street, Yakima, WA 98901

Form of organization: 501 © 6

Website: visityakima.com

Agency Tax ID: 91-0788723

UBI: 601-134-253

Organization is a (select one):

Government Entity

501 © 3

501 © 6

Other

PRIMARY POINT OF CONTACT:

Name: Stephanie Gangle

Phone: 509-575-3010

Email: stephanie@visityakima.com

Fax: 509-575-6252

Project/Event Name: Yakima Valley Tourism Proposal Contract for Tourism Services

Project/Event Date: All of 2024

Project/Event Location: n/a

Tourism Seasons: From the list below, what season will your project enhance tourism? Please indicate the appropriate season.

<u>Season</u>	<u>Months</u>
<input checked="" type="checkbox"/> Year-Round	January-December
<input type="checkbox"/> Off Season	November-February
<input type="checkbox"/> Shoulder Season	October or March-May
<input type="checkbox"/> High Season	June-September

REQUESTED FUNDING

Can you operate this project reduced funding? Yes; however some activities will not be performed.

Priority 1 - Full amount requested: \$15,995

Priority 2 - Partial amount requested: Items listed are a la carte. The amount will depend on what the committee chooses.

Will there be admission charged for this activity? No.

If yes, how much per person? \$ n/a

ACTIVITY INFORMATION

Please describe the activity or organization. For festivals or events, include the name, dates of operation and expected number of participants. For operations, include the expected number of visitors.

Yakima Valley Tourism's mission is to stimulate economic development by marketing the Yakima Valley for conventions, groups and leisure travel. Membership with YVT, advertising in the 2025 Travel Guide, committing to the Destination Marketing package and partnering with the Sports Commission will allow YVT to directly market and position Selah as a convenient and attractive destination for tourists. Additional focus will be on the rich agricultural abundance and farm-fresh experiences plus outdoor adventure opportunities in the Yakima River Canyon. Our efforts will draw visitors to experience organized events in Selah as well.

PLEASE COMPLETE THE FOLLOWING REGARDING FUNDING FOR YOUR EVENT.

Can you operate this project without LTAC Funds? No; requested funds are specific to Selah promotion.

Priority 1 - Full amount requested: \$15,995

Priority 2 - Partial amount requested: Items listed are a la carte. The amount will depend on what the committee chooses.

Will there be admission charged for this activity? No.

Please provide estimated number of people traveling out of town to your event.

ESTIMATED NUMBER OF PARTICIPANTS			
Activity or Service	Away from their place of residence or business and staying overnight in paid accommodations.	To a place 50 miles, one way, from their place of residence or business for the day or overnight.	From another country or state outside of their place of residence or business.
2. Travel Guide & Map (2025 funding)	3,150	3,150	3,150
TOTAL:	3,150	3,150	3,150

METHODOLOGY TO DETERMINE ATTENDANCE/ROOM NIGHTS

2. Travel Guide & Map (2025 funding): Very conservatively, if 20% of the guides and maps printed in 2025 result in an overnight stay in a hotel/motel, at least 2,625 room nights will result for Selah (126,000 printed x 20% staying one extra night = 25,200 room nights. As Selah is one of eight cities that we promote (or 12.5% of the marketing pie), we conservatively project that at least 3,150 room nights would result). Given the high tourism volume that Selah receives and the exposure the community gets from the guide, we believe the actual number could be higher.

COORDINATION AND COLLABORATION

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GreenRubino in Seattle is contracted with YVT to promote our members and are provided with community attributes, imagery and other means of information available to attract travel writers and journalists to the Yakima Valley. They in turn participate in activities and experiences that a visitor could. The Yakima River Canyon is a key attractor.

Describe how you will promote your event/activity to attract tourists from outside of Selah:

YVT promotes its members in a variety of ways: media/public relations capacity in attracting travel writers and journalists to the Yakima Valley that generate stories about visitor experiences, advertising placements in key periodicals and online mediums, the travel guide and other printed materials (travel shows, conventions, training seminars, etc), website, Visitor Information Center and convention/sporting event organizers.

Describe how you will promote lodging establishments, restaurants, and businesses within the City of Selah as it pertains to your event:

Partnerships exist with Elite Tours, Precision Fruit, Quality Inn, Rider Cellars, Selah Downtown Association, Selah Ridge Lavender Farm, The Outskirts Brewing Co and Tree Top Store and Visitor Center to promote their individual businesses for events and activities. Continuing the community package will further promote the City of Selah as a destination.

BUDGET

Income: If you are anticipating receiving partial funding for this activity from another source, please list the source, approximate amount and the status of funding.

Amount	Source	Confirmed	Dates Available	Notes
Total Income:				
What percentage of your project does your request for city funds represent?				

Expense: Please estimate your expected expenses for this event.

Activity	LTAC Funds	Other Funds	Total
Personnel (salaries):			
Administration:			
Marking/Promotion:	2. Travel Guide (2025 funding)		\$1,945
Direct Sales Activities:			
Minor Equipment:			
Travel:			
Contract Services:			
Other Activities:			
Total Cost:		\$1,945	\$1,945

2. 2025 Yakima Valley Official Travel Guide™ Advertisement - \$1,945

- YVT's main fulfillment piece critical to telling Yakima Valley's story while also assisting visitors in making their trip planning decisions.
- While available in print also available online at <https://www.visityakima.com/yakima-valley-travel-guide.asp>.
- Total distribution of 80K guides in more than 700 locations throughout the PNW. Distributed by Certified Folder Display for six plus months in approximately 260 locations in Western and Eastern Washington, Vancouver WA plus the Portland metro area with 219 locations. Added Boise, Salem, Central Oregon and Bend in 2022 with 228 locations.

SCHEDULE AND USE OF FUNDS

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Applicants must adhere to the following payout agreements:

- Event promotion in radio, digital, or television advertising – For date-specific events, advertising the day of the event and up to 10 days prior to the event may be reimbursed at 100% of the cost.
- Printed flyers or posters: LTAC funds may be available for up to 100% reimbursement.
- Dated material such as (but not limited to) shirts, bags, tangible promotional items: LTAC funds may be available for up to (but not exceeding) 50% reimbursement.
- Deposits for reservation of services, vendors, or contractors: LTAC funds may be available for up to 100% reimbursement.

PAYOUT SCHEDULE

Approved funds will be dispersed based on reimbursement when receipts are provided to the City. No blanket checks for approved funds will be provided. If deposits or funds are required before the event date, an official quote from the vendor or request from the applicant must be submitted with the application. Approved funds can only be used for the event listed on the application, not for future events (even if it's the same event for the following calendar year).

SO (APPLICANT INITIALS)

EVENT CANCELLATIONS

If an event is canceled due to unforeseen circumstances, all LTAC funded payments must be returned to the City and the LTAC budget within 90 days of event cancellation.

Sb (APPLICANT INITIALS)

REPORTING

The State of Washington requires municipalities to report on the use of funds for the year. Specific questions are included in the application form for this purpose. Additionally, all recipients of lodging tax revenue, regardless of what the revenue is to be used for, must submit a post-event activity report to the City describing the actual number of travelers generated.

CITY OF SELAH TOURISM PROMOTION APPLICATION INFORMATION

The City will, as part of the contract with the recipients, require that the post-event report be provided after the event or activity, but no later than January 31st of the next year. The City compiles all report information, then files an annual report to the State of Washington Joint Legislative Audit and Review Committee (JLAR C) by March 15th of the following year.

Sb (APPLICANT INITIALS)

The post-event activity report must include the following:

- Total amount spent on the event.
- The number of participants who attended the event/activity in each of the following categories:
 - Staying overnight in paid accommodations away from their place of residence or business;
 - Staying overnight in unpaid accommodations (e.g. with friends and family) and traveling fifty miles or more one way from their place of residence or business;
 - Staying for the day only and traveling more than fifty miles or more one way from their place of residence or business;
 - Attending but not included in one of the three categories above.
- The estimated number of participants in any of the above categories that attended from out-of-state (includes other countries).
- A description of methods used to determine attendance and distinguish among the visitor categories at the event/activity.

Sb (APPLICANT INITIALS)

Any recipient awarded funding must complete the reporting requirements.

APPLICANT SIGNATURE

THE APPLICANT HEREBY CERTIFIES AND AFFIRMS: 1. THAT IT DOES NOT NOW, NOR WILL IT DURING THE PERFORMANCE OF ANY CONTRACT ARISING FROM THIS APPLICATION, UNLAWFULLY DISCRIMINATE AGAINST ANY EMPLOYEE, APPLICANT FOR EMPLOYMENT, CLIENT, CUSTOMER, OR OTHER PERSON WHO MIGHT BENEFIT FROM SAID CONTRACT, BY REASON OF AGE, RACE, COLOR, ETHNICITY, SEX, RELIGION, CREED, PLACE OF BIRTH, OR DEGREE OF HANDICAP. 2. THAT IT WILL ABIDE BY ALL RELEVANT LOCAL, STATE AND FEDERAL LAWS AND REGULATIONS AND 3. THAT IT HAS READ THE INFORMATION CONTAINED IN PAGES 1, 2, AND 3 AND UNDERSTANDS AND WILL COMPLY WITH ALL PROVISIONS THEREOF.

Certified By (Signature): Stephanie Gangle

Print or Type Name: Stephanie Gangle

Title: Office Manager & Membership Services

Date: January 11, 2024

FOR LTAC BOARD USE ONLY

Accepted/Denied: ACCEPTED

Amount Approved: \$1,495

Specific Directions for Use of Funds: _____

Chairperson Signature: [Signature]

Date: 1/22/2024

5. SPORTS TOURISM

APPLICATION FOR LTAC FUNDS



LODGING TAX ADVISORY COMMITTEE (LTAC)
CITY OF SELAH

TITLE OF EVENT: Yakima Valley Tourism Proposal Contract for Tourism Services

APPLICANT INFORMATION

NAME OF ORGANIZATION: Yakima Valley Tourism

Physical Address: 10 North 8th Street, Yakima, WA 98901

Form of organization: 501 © 6

Website: visityakima.com

Agency Tax ID: 91-0788723

UBI: 601-134-253

Organization is a (select one):

Government Entity

501 © 3

501 © 6

Other

PRIMARY POINT OF CONTACT:

Name: Stephanie Gangle

Phone: 509-575-3010

Email: stephanie@visityakima.com

Fax: 509-575-6252

Project/Event Name: Yakima Valley Tourism Proposal Contract for Tourism Services

Project/Event Date: All of 2024

Project/Event Location: n/a

Tourism Seasons: From the list below, what season will your project enhance tourism? Please indicate the appropriate season.

<u>Season</u>	<u>Months</u>
<input checked="" type="checkbox"/> Year-Round	January-December
<input type="checkbox"/> Off Season	November-February
<input type="checkbox"/> Shoulder Season	October or March-May
<input type="checkbox"/> High Season	June-September

REQUESTED FUNDING

Can you operate this project reduced funding? Yes; however some activities will not be performed.

Priority 1 - Full amount requested: \$15,995

Priority 2 - Partial amount requested: Items listed are a la carte. The amount will depend on what the committee chooses.

Will there be admission charged for this activity? No.

If yes, how much per person? \$ n/a

ACTIVITY INFORMATION

Please describe the activity or organization. For festivals or events, include the name, dates of operation and expected number of participants. For operations, include the expected number of visitors.

Yakima Valley Tourism's mission is to stimulate economic development by marketing the Yakima Valley for conventions, groups and leisure travel. Membership with YVT, advertising in the 2025 Travel Guide, committing to the Destination Marketing package and partnering with the Sports Commission will allow YVT to directly market and position Selah as a convenient and attractive destination for tourists. Additional focus will be on the rich agricultural abundance and farm-fresh experiences plus outdoor adventure opportunities in the Yakima River Canyon. Our efforts will draw visitors to experience organized events in Selah as well.

PLEASE COMPLETE THE FOLLOWING REGARDING FUNDING FOR YOUR EVENT.

Can you operate this project without LTAC Funds? No; requested funds are specific to Selah promotion.

Priority 1 - Full amount requested: \$15,995

Priority 2 - Partial amount requested: Items listed are a la carte. The amount will depend on what the committee chooses.

Will there be admission charged for this activity? No.

Please provide estimated number of people traveling out of town to your event.

ESTIMATED NUMBER OF PARTICIPANTS			
Activity or Service	Away from their place of residence or business and staying overnight in paid accommodations.	To a place 50 miles, one way, from their place of residence or business for the day or overnight.	From another country or state outside of their place of residence or business.
5. Sports Tourism	5,700	5,700	5,700
TOTAL:	5,700	5,700	5,700

METHODOLOGY TO DETERMINE ATTENDANCE/ROOM NIGHTS

5. **Sports Tourism:** Year end 2023 events held in Selah (52) generated close to 6,000 room nights and \$4.2 million in estimated economic impact.

COORDINATION AND COLLABORATION

The mission of the LTAC committee is to promote tourism activity to the City of Selah. Please provide information about any other organizations or agencies involved in this project/activity and how this project directly contributes to the Selah LTAC Plan.

GreenRubino in Seattle is contracted with YVT to promote our members and are provided with community attributes, imagery and other means of information available to attract travel writers and journalists to the Yakima Valley. They in turn participate in activities and experiences that a visitor could. The Yakima River Canyon is a key attractor.

Describe how you will promote your event/activity to attract tourists from outside of Selah:

YVT promotes its members in a variety of ways: media/public relations capacity in attracting travel writers and journalists to the Yakima Valley that generate stories about visitor experiences, advertising placements in key periodicals and online mediums, the travel guide and other printed materials (travel shows, conventions, training seminars, etc), website, Visitor Information Center and convention/sporting event organizers.

Describe how you will promote lodging establishments, restaurants, and businesses within the City of Selah as it pertains to your event:

Partnerships exist with Elite Tours, Precision Fruit, Quality Inn, Rider Cellars, Selah Downtown Association, Selah Ridge Lavender Farm, The Outskirts Brewing Co and Tree Top Store and Visitor Center to promote their individual businesses for events and activities. Continuing the community package will further promote the City of Selah as a destination.

BUDGET

Income: If you are anticipating receiving partial funding for this activity from another source, please list the source, approximate amount and the status of funding.

Amount	Source	Confirmed	Dates Available	Notes

Total Income:

What percentage of your project does your request for city funds represent?

Expense: Please estimate your expected expenses for this event.

Activity	LTAC Funds	Other Funds	Total
Personnel (salaries):			
Administration:			
Marketing/Promotion:	5. Sports Tourism		\$4,500
Direct Sales Activities:			
Minor Equipment:			
Travel:			
Contract Services:			
Other Activities:			
Total Cost:			\$4,500

5. Sports Tourism Partnership - \$4,500

- Reserve one (1) spot on the Yakima Valley Sports Commission Committee for a representative designated by the City of Selah.
- Provide Selah Tourism and Selah Parks and Rec with Yakima Valley sporting schedules.
- Include Carlon Park, Wood Field, McGonagle Park, Carlon Skate Park and other desired facilities in the Yakima Valley Sports Commission Facilities Guide and on yakimasports.org as well as the Sports Commission Facilities Map.
- Serve on Selah sporting event committees as mutually agreed upon.
- Attend Selah meetings as mutually agreed upon.
- Serve as a liaison between the City of Selah and the WIAA. The Yakima Valley Sports Commission helped secure the 2023 (May 26-27) and 2024 (May 24-25) WIAA 2A State Fastpitch Championships for the Carlon Park Girls Fastpitch Complex. The Sports Commission is currently working with the City of Selah and Selah HS to secure the WIAA 2A State Fastpitch Championships from 2025-2028. The Sports Commission helps service the State Championships and secures complimentary hotel rooms for event umpires and WIAA staff members (approx. 35 free room nights each year).
- The Sports Commission works with GYGSA to help secure hotel partnerships for the organization's tourneys each year.
- Securing complimentary officials' rooms for USA Softball of Washington – State and Regional Softball Tournaments held at Carlon Park. Help service these events as needed.
- Provide gifts for annual USA Softball of Washington – State Conference held in the Yakima Valley (where State and Regional Softball Tournaments are awarded).
- Search for additional events to be held at City of Selah sporting facilities, including Carlon Park, Wood Field, McGonagle Park, Carlon Skate Park and other desired facilities.
- In addition, the Sports Commission helps any team, parent or spectators looking for lodging that contacts the organization. And the Sports Commission is available at any time to consult with any group or tourney director needing any assistance.

SCHEDULE AND USE OF FUNDS

The LTAC Committee will approve funds for projects and events in the current calendar year only. Funds can ONLY be used for the event and date listed in the contract. Approved funds can be accessed in the following ways;

Funds must be used as directed by the LTAC committee listed at the end of this contract. Applicants must adhere to the following payout agreements:

- Event promotion in radio, digital, or television advertising – For date-specific events, advertising the day of the event and up to 10 days prior to the event may be reimbursed at 100% of the cost.
- Printed fliers or posters: LTAC funds may be available for up to 100% reimbursement.
- Dated material such as (but not limited to) shirts, bags, tangible promotional items: LTAC funds may be available for up to (but not exceeding) 50% reimbursement.
- Deposits for reservation of services, vendors, or contractors: LTAC funds may be available for up to 100% reimbursement.

PAYOUT SCHEDULE

Approved funds will be dispersed based on reimbursement when receipts are provided to the City. No blanket checks for approved funds will be provided. If deposits or funds are required before the event date, an official quote from the vendor or request from the applicant must be submitted with the application. Approved funds can only be used for the event listed on the application, not for future events (even if it's the same event for the following calendar year).

Sb (APPLICANT INITIALS)

EVENT CANCELLATIONS

If an event is canceled due to unforeseen circumstances, all LTAC funded payments must be returned to the City and the LTAC budget within 90 days of event cancelation.

Sb (APPLICANT INITIALS)

REPORTING

The State of Washington requires municipalities to report on the use of funds for the year. Specific questions are included in the application form for this purpose. Additionally, all recipients of lodging tax revenue, regardless of what the revenue is to be used for, must submit a post-event activity report to the City describing the actual number of travelers generated.

CITY OF SELAH TOURISM PROMOTION APPLICATION INFORMATION

The City will, as part of the contract with the recipients, require that the post-event report be provided after the event or activity, but no later than January 31st of the next year. The City compiles all report information, then files an annual report to the State of Washington Joint Legislative Audit and Review Committee (JLAR C) by March 15th of the following year.

Sb (APPLICANT INITIALS)

The post-event activity report must include the following:

- Total amount spent on the event.
- The number of participants who attended the event/activity in each of the following categories:
 - Staying overnight in paid accommodations away from their place of residence or business;
 - Staying overnight in unpaid accommodations (e.g. with friends and family) and traveling fifty miles or more one way from their place of residence or business;
 - Staying for the day only and traveling more than fifty miles or more one way from their place of residence or business;

- Attending but not included in one of the three categories above.
- The estimated number of participants in any of the above categories that attended from out-of-state (includes other countries).
- A description of methods used to determine attendance and distinguish among the visitor categories at the event/activity.

Sb (APPLICANT INITIALS)

Any recipient awarded funding must complete the reporting requirements.

APPLICANT SIGNATURE

THE APPLICANT HEREBY CERTIFIES AND AFFIRMS: 1. THAT IT DOES NOT NOW, NOR WILL IT DURING THE PERFORMANCE OF ANY CONTRACT ARISING FROM THIS APPLICATION, UNLAWFULLY DISCRIMINATE AGAINST ANY EMPLOYEE, APPLICANT FOR EMPLOYMENT, CLIENT, CUSTOMER, OR OTHER PERSON WHO MIGHT BENEFIT FROM SAID CONTRACT, BY REASON OF AGE, RACE, COLOR, ETHNICITY, SEX, RELIGION, CREED, PLACE OF BIRTH, OR DEGREE OF HANDICAP. 2. THAT IT WILL ABIDE BY ALL RELEVANT LOCAL, STATE AND FEDERAL LAWS AND REGULATIONS AND 3. THAT IT HAS READ THE INFORMATION CONTAINED IN PAGES 1, 2, AND 3 AND UNDERSTANDS AND WILL COMPLY WITH ALL PROVISIONS THEREOF.

Certified By (Signature): Stephanie Gangle
 Print or Type Name: Stephanie Gangle
 Title: Office Manager & Membership Services
 Date: January 11, 2024

FOR LTAC BOARD USE ONLY

Accepted/Denied: ACCEPTED
 Amount Approved: \$4,500
 Specific Directions for Use of Funds: _____

 Chairperson Signature: [Signature]
 Date: 1/22/2024



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 2/13/2024

Agenda Number: 15-C-i

Informational Item

Title: Administrator's Report – Amendment to Agreement with Beckwith Consulting Group for Middle Housing Grant Scope of Work (Resolution 3064)

From: Rich Huebner, City Administrator

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: At its December 12, 2023 meeting, the City Council adopted Resolution 3064, authorizing the mayor to execute an interagency agreement with the Department of Commerce which would enable the City of Selah to receive a Middle Housing Grant. Resolution 3064 also authorized staff to execute a Task Order amending the City's contract with Beckwith Consulting Group to be consistent with the Middle Housing Grant. The attached Agreement Amendment was executed with Beckwith Consulting Group by Mayor Bell, pursuant to Resolution 3064. It is attached to this agenda packet for the Council as an Informational Item.

Recommended Motion: N/A – Informational Item Only

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): N/A

Agreement Amendment between City of Selah, Washington and the Beckwith Consulting Group for a Middle Housing Grant Scope of Work

This agreement amendment

made this January 23, 2024 by and between the Beckwith Consulting Group, Planning, Design and Development Services, PO Box 704, LaConner, Washington 98257, phone 360-466-3536, e-mail: beckwith@beckwithconsult.com, and the City of Selah, 222 South Rushmore Road, Selah, WA 98942, hereinafter called the Client.

Witness that

the Beckwith Consulting Group and Client agree as follows:

1: Scope of Services

The Beckwith Consulting Group agrees to furnish consulting professional planning and design services to accomplish the Middle Housing Grant Scope of Work described in Attachment 1.

2: Meetings

The Beckwith Consulting Group agrees to attend the schedule of meetings required in the Gantt Chart of Attachment 1.

3: Products

The Beckwith Consulting Group agrees to prepare and reproduce the reports and products defined in the Scope of Work of Attachment 1.

4: Personnel

The Beckwith Consulting Group agrees to provide the management, professional, technical, support personnel, and consultant team members shown in the Gantt Chart of Attachment 1. Any alternations to the team will require the prior approval of the Client.

5: Items furnished by the Client

The Client agrees to provide all available information, data, reports, records, and maps to which the Client has access, and which are needed by the Beckwith Consulting Group for the performance of the Scope of Services. It is agreed that the Beckwith Consulting Group may proceed to obtain such information and services at the compensation rates defined in this Agreement in the event the Client fails to provide the above information or services in a timely and proper manner. The Beckwith Consulting Group shall provide 5 days written notice prior to proceeding.

6: Responsibilities of the Client

The Client agrees to the designation of Jeff Peters, Community Development Supervisor, as Client Representative who will be authorized to serve as liaison to the Beckwith Consulting Group and make all necessary decisions required of the Client in connection with the execution of this Agreement.

7: Time of Performance

The Beckwith Consulting Group agrees to commence and complete the work set forth in the Scope of Services within the time schedule required in the Gantt Chart of Attachment 1. This assumes the submission of all required data and the performance of all required reviews and decisions by the Client as indicated in this Agreement and excepting delays caused by acts of God.

8: Compensation

The Client agrees to pay the Beckwith Consulting Group on a lump sum basis by task for performing the work as outlined in the Gantt chart in Attachment 1 for no more than the maximum amount listed in the Gantt chart.

9: Method of Payment

The Beckwith Consulting Group's compensation shall be paid monthly on account of the services performed during that month with payment due within 30 days of the detailed invoice date. Invoices shall show the percentage of work and services performed in accordance with the Gantt chart in Attachment 1.

10: Representations

The Client shall pay the Beckwith Consulting Group for the effort expended under this Agreement irrespective of the success or failure of any representation made by the Beckwith Consulting Group on behalf of the Client. Payment shall be rendered whether the effort results in the construction of projects, sale of properties or other consequences or conclusions.

11: Confidentiality of Information

Information obtained and reports prepared by the Beckwith Consulting Group under this Agreement shall be considered confidential and shall not be made available to any individual or organization by the Beckwith Consulting Group without the proper approval of the Client.

12: Changes

Either party may request changes in the Scope of Services, Meetings, Products, Schedules, or other feature of this Agreement. Such changes that are mutually agreed upon shall be incorporated by written and signed amendment to this Agreement.

13: Termination of Contract

Either party may terminate this Agreement upon 7 days written notice served on the other by registered mail. In the event of termination, the Client shall compensate the Beckwith Consulting Group and subcontractors for all work performed to the date of termination.

14: Disputes

The Beckwith Consulting Group and Client agree the laws of the State of Washington shall govern this Agreement. The Client shall appoint its agent for services of process in the event a dispute should arise out of or in connection with this Agreement. The prevailing party of any dispute arising out of or in connection with this Agreement shall be entitled to reasonable attorney's fees and all expenses incurred in connection with the dispute. Any suit to enforce provision of this agreement shall be brought in a Washington State court of jurisdiction.

15: Assignability

This Agreement shall not be assigned or transferred by either party without the prior written consent of the other. This shall not prohibit the Beckwith Consulting Group from contracting for accomplishment of portions of the Scope of Services with qualified consultants.

16: Limits of Liability

The Client agrees that the Beckwith Consulting Group's liability arising out of or in connection with this Agreement shall be limited to the total amount of the Beckwith Consulting Group's compensation under this Agreement. The Client agrees to indemnify

and hold the Beckwith Consulting Group harmless from any liability more than the Beckwith Consulting Group's total compensation hereunder to any other person arising out of or in connection with the Beckwith Consulting Group's activities under this Agreement.

17: Ownership of Materials

All documents, studies, surveys, maps, drawings, models, photographs, and reports prepared by or for the Client under this Agreement shall become the property of the Client. The Beckwith Consulting Group may, at no additional expense to the Client, make and retain copies for the Beckwith Consulting Group's use.

Witness

the parties hereto have executed this Agreement as of the date written above.

City of Selah
Roger Bell, Mayor



signature

Beckwith Consulting Group

91-1249302 Employer Identification Number



signature

Tom Beckwith FAICP, Principal

Attachments

- 1: Selah Middle Housing Grant Scope of Work of 20 December 2023
- 2: the Beckwith Consulting Group's Time & Materials Schedule 1 January 2024.

Selah, Washington Middle Housing Scope of Work



Beckwith Consulting Group
20 December 2023

Middle Housing (MH) scope of work

Following is a brief description of the tasks of work outlined in the gantt chart on the preceding page.

Action 1: Public Participation Plan (PPP)

Step 1.1: Continue outreach

We will continue the outreach we initiated with the Housing Action Plan (HAP) including notification and review of scope and schedule with Planning Commission, City Council, nonprofit sponsors, developers, employers, employees, and residents.

Step 1.2: Conduct interviews/workshops

We will conduct a series of interviews and workshops to review the need to implement MH to meet Housing Bill (HB) 1110 and 1337 requirements and a certifiable Housing Element for the 2025 Comprehensive Plan update with:



- Planning Commission
- City Council
- Public and nonprofit sponsors including the Yakima County Housing Authority, Yakima Neighborhood Health Services, Sundown M Ranch Corporation, Hopesource II Rural Preservation Associates LLLP, and others
- Selah Homebuilders and Realtors
- Chamber of Commerce including major employers
- Residents

Deliverable 1: Middle Housing PPP - including results of interviews and workshops with the parties listed in the MH PPP.

Action 2: MH public engagement materials

Step 2.1: Update HAP informational materials

We will update the informational materials we created for the HAP to focus on the need to determine buildable capacity to meet HB 1110 and implement MH housing types including Accessory Dwelling Units (ADUs) per HB 1337. **Visual prototype examples** - we will develop a series of fact sheets and visual presentations documenting innovative MH affordable and market rate housing products including accessory dwelling units (ADUs), cottage,

multiplex, small efficiency dwelling units (SEDUs), and mixed-use as well as modular and container products of possible interest to your residents.

We will post the fact sheets and presentation materials on your website and incorporate them into workshops, open houses, pop-up events, and go-to presentations to elicit interest, document reactions, and issues.

Step 2.2: Conduct workshops/open house on scope

We will conduct a series of workshops to review the informational materials generated in Step 2.1 with:

- Planning Commission
- City Council
- Public and nonprofit sponsors including the Yakima County Housing Authority, Yakima Neighborhood Health Services, Sundown M Ranch Corporation, Hopesource II Rural Preservation Associates LLLP, and others
- Selah Homebuilders and Realtors
- Chamber of Commerce including major employers

Open house - we will jointly conduct hybrid in-



person and virtual open house to review the informational materials with residents. We will include activities to increase interest that will attract families and generate turnout.

Pop-up events - we will jointly review the informational materials during special community events.

Deliverable 2: PPP report - including informational materials and results of the workshops and open houses.

Action 3: Draft MH capacity estimates

Step 3.1: Review capacity estimates with public

We will refine the buildable land capacity database we developed for the HAP including any potential water and sewer capacity limits.

- **Buildable land acreage** - including gross, unbuildable, gross buildable, and surplus buildable due to underdevelopment and the

effects of floodplain, critical areas, steep slopes, dedicated public uses, and approved development projects.

- **MH dwelling unit capacities** - including build-out potential under various MH building type allowances within existing zoning districts in accordance with HB 1110 and 1337 as truth tested for feasibility on a block-by-block basis with existing development characteristics and conditions.
- **MH regulation amendments** - that incorporate HB 1110 and 1337 objectives as truth tested for feasibility including the possibility of performance overlays of existing zoning districts and/or the creation of new zoning districts to accommodate the introduction of MH building types and densities using WA DOC's model MH and parking ordinances.
- **Sites of opportunity** - including available or potential undeveloped or infill parcels able to be developed to provide innovative housing products that meet HB 1110 and 1337 objectives.
- **Catalytic projects** - defining potential site plans, development costs, mandates or incentives, financing strategies, and other particulars necessary to kick-start sites of opportunity into pro forma feasible development projects with private, nonprofit, or public sponsors.

Household survey -we will conduct an online survey of each household in Selah using the United States Postal Service's (USPS) Every Door Direct Mail (EDDM) service to mail postcards to each household inviting residents to complete a survey on the results of the building land capacities that meet HB 1110 and 1337 along with truth tested feasibilities and the proposed development regulation amendments.

Step 3.2: Refine MH development regulations with Planning Commission and City Council

We will review the results of Step 3.1 with the Planning Commission and City Council during a series of public workshops including any suggested work scope or analysis needs.



Deliverable 3: Refined draft MH ordinance - amending existing zoning and development regulations with which to introduce MH building types and densities based on truth tested feasibility.

Action 4: Adopt MH development regulations

Step 4.1: Transmit MH ordinance to DOC

We will jointly transmit the results of Action 1-3 for review by WA DOC for conformance with HB 1110 and 1337 objectives and the scope of the MH grant requirements.

Step 4.2: Review WA DOC comments/conduct Planning Commission public hearing

We will jointly review the results of WA DOC comments with the Planning Commission and City Council during a series of public workshops.

The Planning Commission will conduct a public hearing and draft any recommendations the Commission would like City Council to consider.

Step 4.3: Review Planning Commission recommendations with City Council

We will jointly review the Planning Commission recommendations with City Council during a public hearing and incorporate any findings, amendments, or other edits based on City Council decisions.

Step 4.4: Adopt MH development regulations

We will jointly draft necessary resolutions that City Council will adopt to implement MH regulation amendments to meet HB 1110 and 1337.

Deliverable 4: Adopted MH ordinance and regulations - that meet HB 1110 and 1337 as truth tested for feasibility in Selah.

Beckwith Consulting Group
Time and Materials Schedule

Payment for professional services may be based on the following hourly rates of staff engaged on the project plus direct expenses, outside consultants and rental of specialized equipment:

Hourly Rates:

- **Standard basic services** shall be at the rates shown which are based on a multiple of 2.5 times the employee's direct personnel expense.
- **Overtime**, where required and authorized by the Client, shall be at the standard rate for regular working hours and at the special rates for any extra hours authorized.
- **Special services** such as special consulting, consulting reports and/or court testimony shall be at a multiple of 3.0 times the employee's direct personnel expense on the project as defined here.

Direct Personnel Expense:

- **Direct Personnel Expense** - is defined as the gross hourly salaries of staff engaged on the project and the cost of their mandatory and customary fringe benefits.
- **Gross hourly salary** - is defined as the employee's base yearly salary divided by 2,080 hours per year. Mandatory and customary fringe benefits are defined as statutory employee benefit, insurance, sick leave, holidays, vacations, and the like.

Direct Expenses:

- **Travel** - outside the Puget Sound Region (King, Pierce, and Snohomish Counties) at \$0.20 per mile plus any airline, rental cars, ferry, or parking charges.
- **Blueprints, photographs, photocopying and other printing or reproduction services** - provided outside the Beckwith Consulting Group's offices at cost of the service.
- **Board and lodging** - outside the Puget Sound Region (King, Pierce and Snohomish Counties) at the cost of expense.
- **Postage, long distance telephone, telegram and other communications** - sent at cost of the service.

Hourly Rates for Standard Service:

Principal	\$150-200.00	Support	\$75.00
Professional	\$140-185.00	Clerical	\$50.00
Technical	\$100-140.00		

Method of Compensation:

Invoices will be submitted once a month for services performed during the prior month. Invoices not paid within 30 days of issuance shall bear interest at the rate of 1.5% per month compounded monthly.

Delinquency:

The Client shall pay the Beckwith Consulting Group for all expenses incurred for collecting any delinquent amount including but not limited to liens, reasonable attorney's fees, witness fees, personnel expenses, document duplication, organization and storage costs, taxable court costs, travel and subsistence in addition to the delinquent amount.

COUNCIL ROLL CALL LIST: Meeting Date: FEB 13, 2024

YES		NO
✓	Councilmember Monaghan	
✓	Councilmember Peterson	
✓	Councilmember Marquis	
✓	Councilmember Costello	
✓	Councilmember Wickenhagen	
✓	Councilmember Longmire	
✓	Councilmember Iverson	
	RESULTS	
	PASS (Y) (N)	

YES	13-A	NO
✓	Councilmember Monaghan	
✓	Councilmember Peterson 2	
✓	Councilmember Marquis	
✓	Councilmember Costello	
✓	Councilmember Wickenhagen 1	
✓	Councilmember Longmire	
✓	Councilmember Iverson	
7	RESULTS	∅
	PASS (Y) (N)	

VOICE VOTE

YES	CONSENT	NO
	Councilmember Monaghan	
	Councilmember Peterson	
	Councilmember Marquis	
	Councilmember Costello 2	
	Councilmember Wickenhagen 1	
	Councilmember Longmire	
	Councilmember Iverson	
ALL	RESULTS	
	PASS (Y) (N)	

YES	13-B	NO
✓	Councilmember Monaghan	
✓	Councilmember Peterson	
✓	Councilmember Marquis	
✓	Councilmember Costello 2	
✓	Councilmember Wickenhagen 1	
✓	Councilmember Longmire	
✓	Councilmember Iverson	
7	RESULTS	∅
	PASS (Y) (N)	

COUNCIL ROLL CALL LIST: Meeting Date: FEB 13, 2024

YES	14 - A	NO
✓	Councilmember Monaghan	
✓	Councilmember Peterson 2	
✓	Councilmember Marquis	
✓	Councilmember Costello 1	
✓	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		NO
	Councilmember Monaghan	
	Councilmember Peterson	
	Councilmember Marquis	
	Councilmember Costello	
	Councilmember Wickenhagen	
	Councilmember Longmire	
	Councilmember Iverson	
	RESULTS	
	PASS (Y) (N)	

YES		NO
	Councilmember Monaghan	
	Councilmember Peterson	
	Councilmember Marquis	
	Councilmember Costello	
	Councilmember Wickenhagen	
	Councilmember Longmire	
	Councilmember Iverson	
	RESULTS	
	PASS (Y) (N)	

2024 City Legislative Priorities

Strong cities make a great state. Cities are home to 65% of Washington's residents, drive the state's economy, and provide the most accessible form of government. Cities' success depends on adequate resources and local decision-making authority to best meet the needs of our residents.

Washington's 281 cities ask the Legislature to partner with us and act on the following priorities:



Help recruit and retain police officers for public safety

Provide additional funding tools and resources for officer recruitment and retention to improve public safety. This includes updating the existing local option Public Safety Sales Tax to allow implementation by councilmanic authority and greater flexibility for using the funds to cover increased officer wages and related programs like behavioral health co-response teams.

Expand access to state-mandated training. In particular, continue increasing the number of classes for the Basic Law Enforcement Academy (BLEA) and expanding the new regional academies. Getting new officers on the street faster supports recruitment and retention, thus improving public safety outcomes in our communities.



Revise the arbitrary property tax cap

Revise the arbitrary 1% property tax cap that has been in place for more than 20 years. Tie the tax to inflation and population growth factors with a new cap not to exceed 3%. This allows local elected officials to adjust the local property tax rate to better serve our communities and keep up with the costs of providing basic services like police, fire, streets, and valued community amenities like parks. The current 1% cap has created a structural deficit in cities' revenue and expenditure model, causing reliance on regressive revenues and artificially restricting the ability of property taxes to fund critical community needs.



Continue investing in infrastructure

Continue strong state investments in infrastructure funding to support operations and maintenance of traditional and non-traditional infrastructure like drinking water, wastewater, and broadband. Expand funding options that support state and local transportation needs with emphasis on preservation and maintenance to prevent expensive replacement and repairs. Improve access to Climate Commitment Act funding, including direct distributions, for city priorities that support carbon reduction and climate resiliency.



Provide behavioral health resources

Create greater access to behavioral health services to include substance use disorder treatment and dual diagnosis treatment facilities. Support continued state funding for cities to help communities establish alternative response programs like co-responder programs, diversion programs, and others that provide options beyond law enforcement to assist individuals experiencing behavioral health challenges.

AWC's advocacy is guided by these core principles from our Statement of Policy:

- Local decision-making authority
- Fiscal flexibility and sustainability
- Equal standing for cities
- Diversity, equity, and inclusion
- Strong Washington state partnerships
- Nonpartisan analysis and decision-making

Contact:

Candice Bock
Government Relations Director
candiceb@awcnet.org