



SELAH CITY COUNCIL

Study Session

October 8, 2024

4:30 – 5:30 p.m.: CivicPlus



SELAH CITY COUNCIL

Regular Meeting

October 8, 2024

4:30 p.m.: Study Session

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: October 8, 2024
4:30 p.m.: Study Session
5:30 p.m.: Regular Meeting

Mayor:
Mayor Pro Tempore
and Councilmember:
Councilmembers:

Roger Bell
Kevin Wickenhagen
Jared Iverson
Elizabeth Marquis
Clifford Peterson
William Longmire
Michael Costello
David Monaghan
Rich Huebner
Rob Case
Courtney McGarity

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

City Administrator:
City Attorney:
City Clerk

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 Mark Williams of Selah United Methodist Church**
- 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):
 - Pattie Graffe – SDA
- 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. Courtney McGarity * Approval of Minutes from September 24, 2024 Council Meeting
- B. Kimberly Grimm * Approval of Claims & Payroll
- C. Rocky Wallace * Resolution Declaring the East Orchard Avenue Sidewalk Improvements Project to be Complete and Accepting the Work and Materials
- D. Rocky Wallace * Resolution Authorizing the Mayor to Sign “Task Order No. 2024-07” with HLA Engineering and Land Surveying, Inc., for Professional Services Related to the City’s Well No. 5 Drilling and Equipping Project
- E. Rocky Wallace * Resolution Authorizing the Mayor to Sign Change Order No. 1 with Northwest Striping & Sealing, LLC, Pertaining to the City’s 2024 Crack Seal Project
- F. Rich Huebner * Resolution Authorizing the Mayor to Sign a Six-Page Agreement with Solarity Credit Union for Sponsorship of One Softball Field at Carlon Park
- G. Rich Huebner * Resolution Accepting the Proposal from CivicPlus for Digital and Customer Service Software Solutions, and Authorizing the Mayor to Negotiate and Execute a Contract at an Amount Not to Exceed the Approved Proposal

11) **Public Hearings** – None

12) **General Business**

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

13) **Resolutions**

- A. Rich Huebner Resolution Authorizing the Mayor, the Municipal Judge and/or City Staff to Sign an Interlocal Agreement with the Yakima County District Court Regarding Probation Services and also an Agreement Extension Document

14) **Ordinances** – None

15) **Reports/Announcements**

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

16) **Executive Session** – None

17) **Closed Session** – None

18) **Adjournment**

Next Regular Meeting: October 22, 2024

Next Study Session: November 12, 2024



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 10/8/2024
Agenda Number: 10A

Action Item

Title: Approval of Meeting Minutes from September 24, 2024 Council Meeting

From: Courtney McGarity, City Clerk

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
Regular Meeting Minutes
September 24, 2024

Call to Order

Mayor Bell called the meeting to order at 5:32 p.m.

Roll Call

Councilmembers Present: David Monaghan, Clifford Peterson, Elizabeth Marquis, Michael Costello, Kevin Wickenhagen, William Longmire, Jared Iverson

Councilmembers Absent: N/A

Staff Present: Rich Huebner, City Administrator; Rob Case, City Attorney; Dustin Soptich, Chief of Police; Jim Lange, Fire Chief; Rocky Wallace, Public Works Director; Kimberly Grimm, Finance Director; Zack Schab, Recreation + Tourism Manager; Courtney McGarity, City Clerk

Staff Absent: N/A

Pledge of Allegiance was said by all in attendance

Invocation

Don Cline of Selah Bible Baptist provided prayer.

Getting to Know Local Businesses

A. Cordae Gordon – 98942 Desserts

Pre-Arranged Oral Comments from the Public

- Pattie Graffe — SDA
The first SDA Viking Edition kickoff with Selah High School with over 35 students participating; discussed the historic trolley and its potential closure; Cash Mob on 9/26 at the Viking Store for Spirit Week; Sponsoring the Chamber lunch at Civic Center; Outreach on 9/30 at Blush; Viking Spirit Week has over 21 local businesses participating in decorating and giveaways.

Proclamations/Announcements

A. Community Pride Awards - Abundio Camarillo Mendoza as Statewide Migrant Student of the Year; Margarita Vaca Guevara as Statewide Recipient of the Power of Community Perseverance Award for Migrant Education; Monroe Beebe for having her book published by the National Youth Authors and BriBooks.

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.

Approved Consent Agenda

- A. Courtney McGarity * Approval of Minutes from September 10, 2024 Council Meeting
- B. Kimberly Grimm * Approval of Claims & Payroll
- C. Rocky Wallace * Resolution Authorizing the Mayor and Public Works Director to Sign a Local Agency Agreement and also a Project Prospectus with the Washington State Department of Transportation (WSDOT) Relative to the Selah Street Sweeper Project
- D. ~~Jim Lange~~ * ~~Resolution Authorizing the Mayor, as the City's Representative to the Joint Board, to Prepare a Proposed 2025 Fire Department Budget that Includes Wages and Salaries Not Exceeding those within a Previously Presented Salary Comparison Analysis and Proposal~~

Councilmember Iverson requested item 10D from the Consent Agenda be moved to become 13A under Resolutions. Councilmember Wickenhagen moved to approve the Consent agenda as amended. Councilmember Costello seconded. Mayor Bell asked council for discussion. Hearing none, Mayor Bell requested a voice vote to approve the motion and approve the Consent Agenda. Motion carries by voice vote.

Resolutions

- A. Jim Lange Resolution Authorizing the Mayor, as the City's Representative to the Joint Board, to Prepare a Proposed 2025 Fire Department Budget that Includes Wages and Salaries Not Exceeding those within a Previously-Presented Salary Comparison Analysis and Proposal

Councilmember Costello made a motion to approve the Resolution, seconded by Councilmember Marquis. Following a roll call vote by Ms. McGarity, Councilmembers Monaghan, Peterson, Marquis and Costello are in favor; Councilmembers Wickenhagen, Longmire and Iverson are opposed. The motion is passed.

Staff Reports/Announcements

The following staff members provided a department report:

- Zack Schab, Recreation + Tourism Manager
- Fire Chief, Jim Lange
- Chief of Police, Dustin Soptich

- Public Works Director, Rocky Wallace
- Kimberly Grimm, Finance Director

Councilmember Reports

- Councilmember Monaghan – Working on Selah Winter Warrior Challenge as well as Polar Plunge.
- Councilmember Peterson – SPRSA season will end 9/27; currently working on the budget; inquired on audio/recording system for City Council meetings.
- Councilmember Marquis – Selah School District Superintendent Kevin McKay held the first open forum to give parents a voice on multiple topics; low attendance, but they will be held quarterly and hope to see more attendees.
- Councilmember Costello – Preparing to attend the Elected Leaders Institute.
- Councilmember Wickenhagen –Tourism Leaders meeting on 9/25; attended the YVCOG General Membership meeting where budget concerns were discussed; discussed transitional housing in Selah with Rep. Gina Mosbrucker and Mayor Dean Broersma of Sunnyside.
- Councilmember Longmire – Would like to see more community and leadership involvement for the continuation of the historic trolley operation including writing of letters, social media posts, and attending of any meetings.
- Councilmember Iverson – Chamber of Commerce Board Meeting on 9/25.

City Attorney Report

No Report.

City Administrator Report

Current primary focus has been on the budget and working with each department in preparation to present to Council on 10/22; attended the Association of WA Cities board retreat in Richland.

Mayor's Report

Attended the Mayor's meeting last week, the Hispanic Political Action Group meeting, and the YVCOG general meeting; acknowledgment of Public Works Utility Supervisor, Ty Jones for recognizing that the Selah Aquatic Center had a leak using approximately 46 thousand gallons of water a day which has since been addressed; City Hall is being painted on the exterior as well as addressing building maintenance issues in the coming weeks which will be covered by ARPA funds allocated in the budget for City Hall.

Recess

Mayor Bell motioned for recess at 6:47 p.m., before entering into executive session.

Executive Session

Executive Session paused at 7:52 p.m. with no decisions made/no votes taken.

Executive Session resumed for 10 minutes beginning at 7:52 p.m.

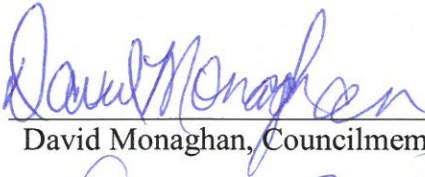
Executive Session paused at 8:04 p.m. with no decisions made/no votes taken.

Executive Session resumed for 15 minutes beginning at 8:04 p.m.
Executive Session ended at 8:19 p.m.

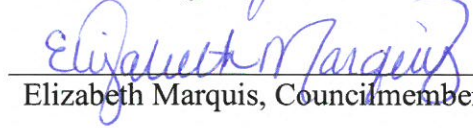
Adjournment

Councilmember Costello moved to adjourn the meeting. Councilmember Peterson seconded.
Mayor Bell adjourned.

Meeting ended at 8:20 p.m.



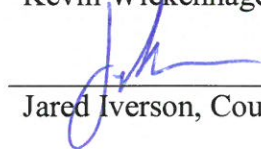
David Monaghan, Councilmember



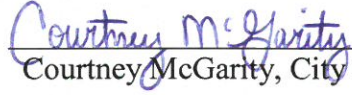
Elizabeth Marquis, Councilmember

ABSENT

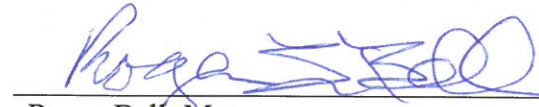
Kevin Wickenhagen, Councilmember




Jared Iverson, Councilmember

ATTEST:


Courtney McGarity, City Clerk



Roger Bell, Mayor



Clifford Peterson, Councilmember



Michael Costello, Councilmember



William Longmire, Councilmember



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 10/8/2024
Agenda Number: 10B

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

CHECK REGISTER

City Of Selah

Time: 09:47:43 Date: 10/01/2024

09/30/2024 To: 10/02/2024

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
4890	09/30/2024	Payroll	1	EFT		2,015.82	Sept 16-30 2024 Pay Period
4891	09/30/2024	Payroll	1	EFT		1,836.93	Sept 16-30 2024 Pay Period
4892	09/30/2024	Payroll	1	EFT		2,097.48	Sept 16-30 2024 Pay Period
4893	09/30/2024	Payroll	1	EFT		1,965.91	Sept 16-30 2024 Pay Period
4894	09/30/2024	Payroll	1	EFT		2,883.41	Sept 16-30 2024 Pay Period
4895	09/30/2024	Payroll	1	EFT		1,651.06	Sept 16-30 2024 Pay Period
4896	09/30/2024	Payroll	1	EFT		2,064.88	Sept 16-30 2024 Pay Period
4897	09/30/2024	Payroll	1	EFT		910.82	Sept 16-30 2024 Pay Period
4898	09/30/2024	Payroll	1	EFT		1,967.03	Sept 16-30 2024 Pay Period
4899	09/30/2024	Payroll	1	EFT		2,035.40	Sept 16-30 2024 Pay Period
4900	09/30/2024	Payroll	1	EFT		4,282.90	Sept 16-30 2024 Pay Period
4901	09/30/2024	Payroll	1	EFT		2,171.64	Sept 16-30 2024 Pay Period
4902	09/30/2024	Payroll	1	EFT		2,740.09	Sept 16-30 2024 Pay Period
4903	09/30/2024	Payroll	1	EFT		182.84	Sept 16-30 2024 Pay Period
4904	09/30/2024	Payroll	1	EFT		2,019.65	Sept 16-30 2024 Pay Period
4905	09/30/2024	Payroll	1	EFT		220.84	Sept 16-30 2024 Pay Period
4906	09/30/2024	Payroll	1	EFT		2,614.31	Sept 16-30 2024 Pay Period
4907	09/30/2024	Payroll	1	EFT		1,987.59	Sept 16-30 2024 Pay Period
4908	09/30/2024	Payroll	1	EFT		1,870.11	Sept 16-30 2024 Pay Period
4910	09/30/2024	Payroll	1	EFT		892.82	Sept 16-30 2024 Pay Period
4911	09/30/2024	Payroll	1	EFT		2,247.27	Sept 16-30 2024 Pay Period
4912	09/30/2024	Payroll	1	EFT		2,167.70	Sept 16-30 2024 Pay Period
4913	09/30/2024	Payroll	1	EFT		1,943.68	Sept 16-30 2024 Pay Period
4915	09/30/2024	Payroll	1	EFT		1,943.73	Sept 16-30 2024 Pay Period
4916	09/30/2024	Payroll	1	EFT		3,446.12	Sept 16-30 2024 Pay Period
4918	09/30/2024	Payroll	1	EFT		2,210.16	Sept 16-30 2024 Pay Period
4919	09/30/2024	Payroll	1	EFT		52.76	Sept 16-30 2024 Pay Period
4920	09/30/2024	Payroll	1	EFT		109.70	Sept 16-30 2024 Pay Period
4921	09/30/2024	Payroll	1	EFT		2,023.54	Sept 16-30 2024 Pay Period
4922	09/30/2024	Payroll	1	EFT		186.47	Sept 16-30 2024 Pay Period
4923	09/30/2024	Payroll	1	EFT		3,674.02	Sept 16-30 2024 Pay Period
4924	09/30/2024	Payroll	1	EFT		1,858.17	Sept 16-30 2024 Pay Period
4925	09/30/2024	Payroll	1	EFT		120.67	Sept 16-30 2024 Pay Period
4926	09/30/2024	Payroll	1	EFT		1,800.62	Sept 16-30 2024 Pay Period
4927	09/30/2024	Payroll	1	EFT		1,971.61	Sept 16-30 2024 Pay Period
4928	09/30/2024	Payroll	1	EFT		1,936.83	Sept 16-30 2024 Pay Period
4929	09/30/2024	Payroll	1	EFT		37.18	Sept 16-30 2024 Pay Period
4930	09/30/2024	Payroll	1	EFT		1,636.14	Sept 16-30 2024 Pay Period
4931	09/30/2024	Payroll	1	EFT		1,942.37	Sept 16-30 2024 Pay Period
4932	09/30/2024	Payroll	1	EFT		3,891.24	Sept 16-30 2024 Pay Period
4933	09/30/2024	Payroll	1	EFT		1,846.12	Sept 16-30 2024 Pay Period
4934	09/30/2024	Payroll	1	EFT		175.54	Sept 16-30 2024 Pay Period
4935	09/30/2024	Payroll	1	EFT		295.84	Sept 16-30 2024 Pay Period
4936	09/30/2024	Payroll	1	EFT		1,947.26	Sept 16-30 2024 Pay Period
4937	09/30/2024	Payroll	1	EFT		3,274.36	Sept 16-30 2024 Pay Period
4938	09/30/2024	Payroll	1	EFT		2,318.92	Sept 16-30 2024 Pay Period
4939	09/30/2024	Payroll	1	EFT		2,053.45	Sept 16-30 2024 Pay Period
4940	09/30/2024	Payroll	1	EFT		1,981.29	Sept 16-30 2024 Pay Period
4942	09/30/2024	Payroll	1	EFT		3,516.38	Sept 16-30 2024 Pay Period
4943	09/30/2024	Payroll	1	EFT		2,870.06	Sept 16-30 2024 Pay Period
4944	09/30/2024	Payroll	1	EFT		1,910.98	Sept 16-30 2024 Pay Period
4946	09/30/2024	Payroll	1	EFT		1,997.83	Sept 16-30 2024 Pay Period
4947	09/30/2024	Payroll	1	EFT		295.84	Sept 16-30 2024 Pay Period
4948	09/30/2024	Payroll	1	EFT		2,035.25	Sept 16-30 2024 Pay Period
4949	09/30/2024	Payroll	1	EFT		2,412.94	Sept 16-30 2024 Pay Period
4950	09/30/2024	Payroll	1	EFT		2,546.02	Sept 16-30 2024 Pay Period
4952	09/30/2024	Payroll	1	EFT		1,820.97	Sept 16-30 2024 Pay Period
4953	09/30/2024	Payroll	1	EFT		2,465.07	Sept 16-30 2024 Pay Period
4954	09/30/2024	Payroll	1	EFT		130.12	Sept 16-30 2024 Pay Period
4955	09/30/2024	Payroll	1	EFT		3,038.65	Sept 16-30 2024 Pay Period

CHECK REGISTER

City Of Selah

Time: 09:47:43 Date: 10/01/2024

09/30/2024 To: 10/02/2024

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
4956	09/30/2024	Payroll	1	EFT		2,473.03	Sept 16-30 2024 Pay Period
4958	09/30/2024	Payroll	1	EFT		295.84	Sept 16-30 2024 Pay Period
4959	09/30/2024	Payroll	1	EFT		2,157.87	Sept 16-30 2024 Pay Period
4960	09/30/2024	Payroll	1	EFT		2,452.50	Sept 16-30 2024 Pay Period
4961	09/30/2024	Payroll	1	EFT		2,627.36	Sept 16-30 2024 Pay Period
4962	09/30/2024	Payroll	1	EFT		1,942.64	Sept 16-30 2024 Pay Period
4964	09/30/2024	Payroll	1	EFT		1,509.08	Sept 16-30 2024 Pay Period
4966	09/30/2024	Payroll	1	EFT		2,251.28	Sept 16-30 2024 Pay Period
4967	09/30/2024	Payroll	1	EFT		2,178.00	Sept 16-30 2024 Pay Period
4968	09/30/2024	Payroll	1	EFT		2,137.87	Sept 16-30 2024 Pay Period
4970	09/30/2024	Payroll	1	EFT		2,491.39	Sept 16-30 2024 Pay Period
4971	09/30/2024	Payroll	1	EFT		2,612.34	Sept 16-30 2024 Pay Period
4972	09/30/2024	Payroll	1	EFT		3,910.27	Sept 16-30 2024 Pay Period
4973	09/30/2024	Payroll	1	EFT		2,001.89	Sept 16-30 2024 Pay Period
4974	09/30/2024	Payroll	1	EFT		2,762.76	Sept 16-30 2024 Pay Period
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4976	09/30/2024	Payroll	1	EFT		1,909.99	Sept 16-30 2024 Pay Period
4977	09/30/2024	Payroll	1	EFT		1,940.83	Sept 16-30 2024 Pay Period
4979	09/30/2024	Payroll	1	EFT		1,895.84	Sept 16-30 2024 Pay Period
4980	09/30/2024	Payroll	1	EFT		3,582.48	Sept 16-30 2024 Pay Period
4981	09/30/2024	Payroll	1	EFT		1,258.14	Sept 16-30 2024 Pay Period
4983	09/30/2024	Payroll	1	EFT		2,943.51	Sept 16-30 2024 Pay Period
4984	09/30/2024	Payroll	1	EFT		2,657.14	Sept 16-30 2024 Pay Period
4985	09/30/2024	Payroll	1	EFT		2,731.47	Sept 16-30 2024 Pay Period
4987	09/30/2024	Payroll	1	EFT	EFTPS	57,439.29	941 Deposit for Pay Cycle(s) 09/30/2024 - 09/30/2024
5013	10/01/2024	Payroll	1	EFT	Dept of Retirement - Def Comp	4,197.68	Pay Cycle(s) 09/30/2024 To 09/30/2024 - Deferred Comp; Pay Cycle(s) 09/30/2024 To 09/30/2024 - Deferred Comp - Roth
5029	10/01/2024	Payroll	1	EFT	Washington State Support Registry	234.00	Pay Cycle(s) 09/30/2024 To 09/30/2024 - WA STATE SUPPORT
5048	09/30/2024	Payroll	1	EFT	HRA VEBA Trust - PD & PW YA063	3,314.39	Pay Cycle(s) 09/30/2024 To 09/30/2024 - HRA VEBA
5049	09/30/2024	Payroll	1	EFT	Principal Life Ins Company	675.00	Pay Cycle(s) 09/30/2024 To 09/30/2024 - Principal Life Insurance
5050	09/30/2024	Payroll	1	EFT	Vision Services Plan	193.46	Pay Cycle(s) 08/30/2024 To 08/30/2024 - COUNCIL VISION; Pay Cycle(s) 09/30/2024 To 09/30/2024 - COUNCIL VISION
5073	10/02/2024	Payroll	1	EFT	Washington Teamsters Welfare Tr-Medical	101,919.30	Pay Cycle(s) 09/30/2024 To 09/30/2024 - MEDICAL
5074	10/02/2024	Payroll	1	EFT	Washington Teamsters Welfare Trust	9,494.40	Pay Cycle(s) 09/30/2024 To 09/30/2024 - Dental + Vision
5078	10/02/2024	Payroll	1	EFT	Dept of Retirement Systems	34,419.30	Pay Cycle(s) 09/30/2024 To 09/30/2024 - PERS2; Pay Cycle(s) 09/30/2024 To 09/30/2024 - LEOFF2; Pay Cycle(s) 09/30/2024 To 09/30/2024 - PERS3
4909	09/30/2024	Payroll	1	86418		49.40	Sept 16-30 2024 Pay Period
4914	09/30/2024	Payroll	1	86419		45.60	Sept 16-30 2024 Pay Period
4941	09/30/2024	Payroll	1	86420		127.99	Sept 16-30 2024 Pay Period
4945	09/30/2024	Payroll	1	86421		295.84	Sept 16-30 2024 Pay Period
4951	09/30/2024	Payroll	1	86422		295.84	Sept 16-30 2024 Pay Period
4957	09/30/2024	Payroll	1	86423		112.28	Sept 16-30 2024 Pay Period

CHECK REGISTER

City Of Selah

Time: 09:47:43 Date: 10/01/2024

09/30/2024 To: 10/02/2024

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
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4969	09/30/2024	Payroll	1	86426		58.51	Sept 16-30 2024 Pay Period
4978	09/30/2024	Payroll	1	86427		68.16	Sept 16-30 2024 Pay Period
4982	09/30/2024	Payroll	1	86428		295.84	Sept 16-30 2024 Pay Period
4986	09/30/2024	Payroll	1	86429		30.99	Sept 16-30 2024 Pay Period
5008	09/30/2024	Payroll	1	86430	Selah Police Association Employee Fund	275.00	Pay Cycle(s) 09/30/2024 To 09/30/2024 - PD EMP FUND
5009	09/30/2024	Payroll	1	86431	Teamsters Local #760 - PW Dues	1,001.00	Pay Cycle(s) 09/30/2024 To 09/30/2024 - TEAMSTERS PW DUES
5010	09/30/2024	Payroll	1	86432	Trusted Service Plan	975.00	Pay Cycle(s) 09/30/2024 To 09/30/2024 - Disability
5011	09/30/2024	Payroll	1	86433	Washington Teamsters Welfare Trust	67.23	Payroll 9/16/2024 - 9/30/2024
5012	09/30/2024	Payroll	1	86434	Western Conf of Teamsters Pension Tr-PD	9,021.60	Pay Cycle(s) 09/13/2024 To 09/13/2024 - PENSION PD TMS; Pay Cycle(s) 09/13/2024 To 09/13/2024 - PENSION PW TMS; Pay Cycle(s) 09/30/2024 To 09/30/2024 - PENSION PD TMS; Pay Cycle(s) 09/30/2024 To 09/30/2024 - PENSION PW TMS;
4917	09/30/2024	Payroll	1	86435		55.77	Sept 16-30 2024 Pay Period
						175,322.58	
						001 General Fund	
						103 Fire Control	77,258.50
						110 City Street	23,567.46
						111 Street Improvement	1,486.89
						118 Civic Center	5,826.72
						119 Transit	4,842.85
						121 Tourism	470.93
						411 Water	38,200.18
						415 Sewer	58,767.15
						420 Solid Waste	6,446.68
						392,189.94	Payroll: 392,189.94

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.

Kathryn L Davis
Payroll Specialist

Kimberly Sumner
Finance Director

Subscribed this _____ day of _____, _____

The following voucher/checks are approved for payment:

Voucher/check number _____ through _____ Total \$ _____

ACCOUNTS PAYABLE

City Of Selah

Time: 15:37:20 Date: 10/03/2024
Page: 1

As Of: 11/22/2024

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
1748	10/02/2024	10/08/2024	1606 Abadan	191.05	Invoice #AR288612
1819	10/02/2024	10/08/2024	1606 Abadan	138.50	Invoice #AR288610
1749	10/02/2024	10/08/2024	1612 Advance Auto Parts	48.72	Invoice #2418-862592
1750	10/02/2024	10/08/2024	1612 Advance Auto Parts	37.89	Invoice #2418-862612
1751	10/02/2024	10/08/2024	1612 Advance Auto Parts	-48.72	Invoice #2418-862622
1752	10/02/2024	10/08/2024	1627 Amazon Capital Services	14.07	Invoice #177T-NXMX-MVYG
1753	10/02/2024	10/08/2024	1627 Amazon Capital Services	56.23	Invoice #1FMJ-GWL6-HPD3
1754	10/02/2024	10/08/2024	1633 Anatek Labs	156.00	Invoice #2423055, 2423177, 2423309
1755	10/02/2024	10/08/2024	1633 Anatek Labs	117.00	Invoice #2423845, 2423931, 2424060
1834	10/02/2024	10/08/2024	1643 Ascent Foundation & More LLC	25,217.34	Invoice #24124C PE01
1756	10/02/2024	10/08/2024	1652 Autozone	55.21	Invoice #3720326473
1757	10/02/2024	10/08/2024	1652 Autozone	7.03	Invoice #3720328198
1730	09/30/2024	10/08/2024	1663 Basin Disposal Of Yakima, LLC	88,265.96	Invoice #5375167
1758	10/02/2024	10/08/2024	1695 Burton Backflow Testing	2,805.00	Invoice #548746
1820	10/02/2024	10/08/2024	1724 Centurylink - FD	169.80	Invoice #333827572 92024
1868	10/03/2024	10/08/2024	1724 Centurylink - FD	154.52	333827572
1791	09/30/2024	10/08/2024	1727 Charter Communications	64.99	Internet - Det. Computer
1821	10/02/2024	10/08/2024	1727 Charter Communications	104.24	Invoice #176781401092124
1869	10/03/2024	10/08/2024	1738 Cintas	146.42	Invoice #4206610640
1747	10/02/2024	10/08/2024	1742 City of Selah, Utilities	198.18	Invoice #10120 92024
1822	10/02/2024	10/08/2024	1742 City of Selah, Utilities	442.28	Invoice #23350, 23351
1830	10/02/2024	10/08/2024	1742 City of Selah, Utilities	769.04	Invoice #27540 92024
1832	10/02/2024	10/08/2024	1742 City of Selah, Utilities	145.98	Water Bill
1835	10/02/2024	10/08/2024	1742 City of Selah, Utilities	11,420.35	Utilities Sept 2024
1759	10/02/2024	10/08/2024	1756 Core & Main LP	334.13	Invoice #V650965
1728	09/30/2024	10/08/2024	1763 Culligan Yakima	117.15	Invoice #387599 9/24
1760	10/02/2024	10/08/2024	1763 Culligan Yakima	76.08	Invoice #426694
1823	10/02/2024	10/08/2024	1763 Culligan Yakima	9.75	Invoice #442279 92024
1870	10/03/2024	10/08/2024	1763 Culligan Yakima	29.73	Invoice #202409671992
1729	09/30/2024	10/08/2024	1777 Daniel Polage	9,000.00	Invoice #924
1738	09/30/2024	10/08/2024	2654 Databar	777.76	Invoice #268359
1731	09/30/2024	10/08/2024	1833 Engravings Unlimited	276.16	Invoice #92424
1741	09/30/2024	10/08/2024	514 Forenpohar, Bruce J	222.00	1016-10182024
1761	10/02/2024	10/08/2024	1868 General Pacific, Inc.	744.02	Invoice #1501205
1762	10/02/2024	10/08/2024	1868 General Pacific, Inc.	229.05	1502227
1763	10/02/2024	10/08/2024	1883 HD Fowler Company	405.26	Invoice #I6821937
1836	10/02/2024	10/08/2024	1883 HD Fowler Company	95.99	Invoice #I6824026
1726	09/30/2024	10/08/2024	1890 Harris Office Equipment Inc	669.29	Invoice #16965
1727	09/30/2024	10/08/2024	1890 Harris Office Equipment Inc	162.45	Invoice #17215
1764	10/02/2024	10/08/2024	1895 Helms Hardware Company	14.61	Invoice #832333

ACCOUNTS PAYABLE

City Of Selah

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
1765	10/02/2024	10/08/2024	1895 Helms Hardware Company	22.88	Invoice #832365
1766	10/02/2024	10/08/2024	1895 Helms Hardware Company	15.65	Invoice #832376
1767	10/02/2024	10/08/2024	1895 Helms Hardware Company	42.87	Invoice #832414
1768	10/02/2024	10/08/2024	1895 Helms Hardware Company	7.75	Invoice #832470
1769	10/02/2024	10/08/2024	1895 Helms Hardware Company	28.78	Invoice #832501
1770	10/02/2024	10/08/2024	1895 Helms Hardware Company	21.43	Invoice #832522
1771	10/02/2024	10/08/2024	1895 Helms Hardware Company	73.07	Invoice #832528
1772	10/02/2024	10/08/2024	1895 Helms Hardware Company	18.01	Invoice #832582
1773	10/02/2024	10/08/2024	1895 Helms Hardware Company	52.70	Invoice #832654
1774	10/02/2024	10/08/2024	1895 Helms Hardware Company	14.61	Invoice #832655
1775	10/02/2024	10/08/2024	1895 Helms Hardware Company	14.21	Invoice #832664
1776	10/02/2024	10/08/2024	1895 Helms Hardware Company	28.68	Invoice #832670
1777	10/02/2024	10/08/2024	1895 Helms Hardware Company	54.14	Invoice #832710
1778	10/02/2024	10/08/2024	1895 Helms Hardware Company	23.38	Invoice #832773
1779	10/02/2024	10/08/2024	1895 Helms Hardware Company	42.85	Invoice #832792
1780	10/02/2024	10/08/2024	1895 Helms Hardware Company	21.16	Invoice #832794
1781	10/02/2024	10/08/2024	1895 Helms Hardware Company	178.70	Invoice #832806
1782	10/02/2024	10/08/2024	1895 Helms Hardware Company	22.78	Invoice #832818
1783	10/02/2024	10/08/2024	1895 Helms Hardware Company	-2.82	Invoice #832898
1784	10/02/2024	10/08/2024	1895 Helms Hardware Company	8.12	Invoice #832901
1785	10/02/2024	10/08/2024	1895 Helms Hardware Company	-12.06	Invoice #832907
1786	10/02/2024	10/08/2024	1895 Helms Hardware Company	3.13	Invoice #832931
1788	10/02/2024	10/08/2024	1895 Helms Hardware Company	32.37	Invoice #832934
1789	10/02/2024	10/08/2024	1895 Helms Hardware Company	79.21	Invoice #832964
1790	10/02/2024	10/08/2024	1895 Helms Hardware Company	84.46	Invoice #832973
1792	09/26/2024	10/08/2024	1895 Helms Hardware Company	41.77	Dog Food - Kennel
1824	10/02/2024	10/08/2024	1895 Helms Hardware Company	53.06	Invoice #832404, 832731
1837	10/02/2024	10/08/2024	1895 Helms Hardware Company	192.78	Invoice #833005
1838	10/02/2024	10/08/2024	1895 Helms Hardware Company	54.77	Invoice #833023
1839	10/02/2024	10/08/2024	1895 Helms Hardware Company	67.21	Invoice #833024
1840	10/02/2024	10/08/2024	1895 Helms Hardware Company	1.26	Invoice #833042
1841	10/02/2024	10/08/2024	1895 Helms Hardware Company	53.06	Invoice #833046
1842	10/02/2024	10/08/2024	1895 Helms Hardware Company	48.27	Invoice #833050
1843	10/02/2024	10/08/2024	1895 Helms Hardware Company	52.41	Invoice #833067
1844	10/02/2024	10/08/2024	1895 Helms Hardware Company	26.94	Invoice #833076
1845	10/02/2024	10/08/2024	1895 Helms Hardware Company	87.15	Invoice #833110
1846	10/02/2024	10/08/2024	1895 Helms Hardware Company	81.16	Invoice #833117
1847	10/02/2024	10/08/2024	1895 Helms Hardware Company	13.02	Invoice #833121
1848	10/02/2024	10/08/2024	1895 Helms Hardware Company	94.19	Invoice #833128
1849	10/02/2024	10/08/2024	1895 Helms Hardware Company	1.32	Invoice #833130

ACCOUNTS PAYABLE

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
1850	10/02/2024	10/08/2024	1895 Helms Hardware Company	8.62	Invoice #833133
1851	10/02/2024	10/08/2024	1895 Helms Hardware Company	0.36	Invoice #833142
1852	10/02/2024	10/08/2024	1895 Helms Hardware Company	12.16	Invoice #833153
1853	10/02/2024	10/08/2024	1895 Helms Hardware Company	153.47	Invoice #833256
1854	10/02/2024	10/08/2024	1895 Helms Hardware Company	242.70	Invoice #833257
1855	10/02/2024	10/08/2024	1895 Helms Hardware Company	53.67	Invoice #833273
1856	10/02/2024	10/08/2024	1895 Helms Hardware Company	10.06	Invoice #833277
1857	10/02/2024	10/08/2024	1895 Helms Hardware Company	11.67	Invoice #833292
1858	10/02/2024	10/08/2024	1895 Helms Hardware Company	69.29	Invoice #833316
1859	10/02/2024	10/08/2024	1895 Helms Hardware Company	55.14	Invoice #833339
1860	10/02/2024	10/08/2024	1895 Helms Hardware Company	178.50	Invoice #833352
1861	10/02/2024	10/08/2024	1895 Helms Hardware Company	390.36	Invoice #833355
1825	10/02/2024	10/08/2024	1916 J & B Medical Supply Inc	137.91	Invoice #2592991
1742	09/30/2024	10/08/2024	304 Jones, Daniel T	222.00	10/16-10/182024 travel
1793	10/02/2024	10/08/2024	1962 Kelley's Tele-Communications	165.63	Invoice #1010612810012024
1794	10/02/2024	10/08/2024	1979 LabTest	1,730.00	Invoice #22935
1795	10/02/2024	10/08/2024	1989 Les Schwab Tires	727.27	Invoice #41800612728
1746	10/02/2024	10/08/2024	2017 Medstar Cabulance, Inc.	13,851.34	Invoice #ST 16-31 Sep 2024
1797	10/02/2024	10/08/2024	2038 NCL of Wisconsin, Inc.	1,387.88	Invoice #509045
1798	10/02/2024	10/08/2024	2053 O'Reilly Automotive Inc	167.03	Invoice #5631-452409
1799	10/02/2024	10/08/2024	2053 O'Reilly Automotive Inc	-71.89	Invoice #5631-452453
1800	10/02/2024	10/08/2024	2053 O'Reilly Automotive Inc	12.13	Invoice #5631-452454
1826	10/02/2024	10/08/2024	2053 O'Reilly Automotive Inc	58.42	Invoice #5631-452430
1866	10/03/2024	10/08/2024	2055 ODP Business Solutions, LLC	181.87	Invoice #386309859001, 384852545001
1862	10/02/2024	10/08/2024	2059 One Call Concepts	57.33	Invoice #4099107
1867	10/03/2024	10/08/2024	2061 Operation Omni Janitorial Service	5,539.23	Invoice #328881
1827	10/02/2024	10/08/2024	2063 Overhead Door Of Yakima	3,062.00	Invoice #0020431
1863	10/02/2024	10/08/2024	2066 Oxarc, Inc.	24.37	Invoice #0061840879
1802	10/02/2024	10/08/2024	2080 Pape Machinery	4,663.94	Invoice #7102747
1803	10/02/2024	10/08/2024	2080 Pape Machinery	1,410.47	Invoice #7102883
1814	10/01/2024	10/08/2024	2114 RACOM Corporation	67.47	Invoice #INV23176
1815	10/01/2024	10/08/2024	2114 RACOM Corporation	660.63	Invoice #INV23124
1816	10/01/2024	10/08/2024	2114 RACOM Corporation	398.45	Invoice #INV23170
1817	10/01/2024	10/08/2024	2114 RACOM Corporation	75.81	VFH ANT - 540 Invoice #INV23168
1818	10/01/2024	10/08/2024	2114 RACOM Corporation	70.40	Defective Emergency Equipment Timer - 540 Invoice #INV23156
1872	10/03/2024	10/08/2024	2135 Ricoh USA, Inc.	72.70	Invoice #5070168765
1871	10/03/2024	10/08/2024	2138 Robert R. Northcott	300.00	Invoice #10324
1804	10/02/2024	10/08/2024	2140 Rodda Paint Company	379.98	Invoice #70091125
1805	10/02/2024	10/08/2024	2140 Rodda Paint Company	1,228.94	Invoice #70091168

ACCOUNTS PAYABLE

City Of Selah

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
1806	10/02/2024	10/08/2024	2140 Rodda Paint Company	983.15	Invoice #70091187
1807	10/02/2024	10/08/2024	2155 Schneider Water Services	49,709.70	Invoice #14781
1831	10/02/2024	10/08/2024	2157 Score Sports	9,492.88	Invoice #6865703, 6869081, 6864103, 6866151, 6872491
1828	10/02/2024	10/08/2024	2161 Sea-Western, Inc.	987.70	Invoice #INVEV10357
1808	10/02/2024	10/08/2024	2165 Selah Cleaners & Laundry LLC	74.74	Invoice #656871
1809	10/02/2024	10/08/2024	2165 Selah Cleaners & Laundry LLC	23.83	Invoice #656872
1829	10/02/2024	10/08/2024	2165 Selah Cleaners & Laundry LLC	30.32	Invoice #656873
1732	09/30/2024	10/08/2024	2640 Springbrook	401.00	Invoice #INV-B001737
1733	09/30/2024	10/08/2024	2640 Springbrook	388.43	Invoice #INV-B001700
1734	09/30/2024	10/08/2024	2640 Springbrook	4,575.00	Invoice #TM INV-000564B, TM INV-000565B
1735	09/30/2024	10/08/2024	1282 Taylor, Matthew D	206.36	Invoice #Sept 2024
1801	09/26/2024	10/08/2024	2246 TransUnion Risk & Alternative Data Solut	81.23	Person Data Search - Det
1833	10/02/2024	10/08/2024	2268 Valley Septic Services LLC	240.00	Invoice #222407, 222408
1740	09/30/2024	10/08/2024	2537 WA State Treasurer	8,548.59	Sept2024
1810	10/02/2024	10/08/2024	2301 Washington State Department of Ecology Cashiering	3,377.00	Invoice #25-WAR046008-1
1736	09/30/2024	10/08/2024	2305 Washington State Department of Licensing	381.00	Invoice #962024
1811	10/02/2024	10/08/2024	2308 Washington State Department of Transportation - Ya	1,818.55	Invoice #RE 45 JE5007 L302
1864	10/02/2024	10/08/2024	2923 Western Hotel Supply	926.88	Invoice #444932
1737	09/30/2024	10/08/2024	2332 William Ervin	492.22	Invoice #Medsup
1739	09/30/2024	10/08/2024	2354 Yakima County Prosecutor's	115.45	Sept2024
1787	10/01/2024	10/08/2024	2356 Yakima County Sheriff's Office	31,402.77	Dispatch Services 3rd Quarter 2024
1796	09/26/2024	10/08/2024	2378 Yakima Worker Care	1,416.00	LE Exam New Hires - Calahan & Jewett

Report Total: 299,025.05

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.

Bathyn L Davis
Payroll Specialist

Ruby Gumm
Finance Director

Subscribed this _____ day of _____, _____

The following voucher/checks are approved for payment:

Voucher/check number _____ through _____ Total \$ _____



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 10/8/2024
Agenda Number: 10C

Action Item

Title: Resolution Declaring the East Orchard Avenue Sidewalk 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: N/A for this action (the Project costs were paid from Fund 111, Street Improvement Fund)

Background/Findings/Facts: The City contracted with Ascent Foundations and More, LLC, to perform the East Orchard Avenue Sidewalk Improvements Project (“Project”). The contractor’s scope of work is finished and all materials are in place. City staff inspected the work and materials, and did not notice any defects or deficiencies. The work appears to meet the contract specifications. Thus, City staff recommends that the City Council approve a Resolution that declares the Project to be 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:
1/23/2024	Resolution No. 3085 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
5/28/2024	Resolution No. 3127 authorizing the Mayor to sign an agreement with Ascent Foundations and More, LLC., related to the East Orchard Sidewalk Improvements Project

RESOLUTION NO. 3152

RESOLUTION DECLARING THE EAST ORCHARD AVENUE SIDEWALK
IMPROVEMENTS PROJECT TO BE COMPLETE AND ACCEPTING THE
WORK AND MATERIALS

WHEREAS, the City contracted with Ascent Foundations and More, LLC, to perform the East Orchard Avenue Sidewalk Improvements Project (“Project”); and

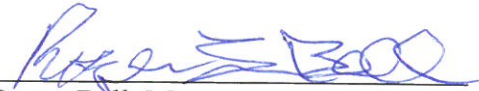
WHEREAS, all work is finished and all materials are in place; City staff inspected the work and materials; and no defects or deficiencies were noted; and

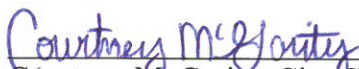
WHEREAS, the work appears to meet the contract specifications, and thus City staff recommends that the City Council declare the Project as complete and accept the work and materials;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the East Orchard Avenue Sidewalk Improvements Project be and is declared to be complete and the City accepts the work and materials.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 8th day of October, 2024.

ATTEST:


Roger Bell, Mayor


Courtney McGarity, City Clerk

APPROVED AS TO FORM:


Rob Case, City Attorney



Mr. Rocky Wallace
 August 6, 2024
 Page 2

recommend the City accept the project as complete and submit the “Notice of Completion of Public Works Contract” form online via the Awarding Agency Portal (<https://lni.wa.gov/licensing-permits/public-works-projects/awarding-agencies/awarding-agency-portal>).

Note that the form will not be available if the prime contractor has not filed their affidavit or if it is still pending approval by the Department of Labor and Industries. The following data is provided to assist with the form submittal:

		Date Work Completed July 31, 2024	Date Work Accepted Click to enter date.
Is this a Federally Funded Transportation Project?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, attach the Contract Bond Statement
Have Subcontractors been used?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If yes, complete Addendum A
<input checked="" type="checkbox"/> Contract/Payment Bond	Waived? <input type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Retainage Bond	Waived? <input type="checkbox"/> Yes <input type="checkbox"/> No
Detailed Description of Work Completed			
Replacement of approximately 500 LF of sidewalk along East Orchard Ave between North 1st Street and North Wenas Road.			
DOR Tax Information			
Contract Amount	\$133,230.22	Liquidated Damages	\$0
Additions (+)	\$10,720.15	Amount Disbursed	\$143,950.37
Reductions (-)	\$0	Amount Retained	\$0
Subtotal	\$143,950.37	Other	\$0
Sales Tax Amount	\$0	Sales Tax Rate	0%
Total	\$143,950.37	Total	\$143,950.37
Both totals must be equal – If multiple sales tax rates, attach a list			

After the City has accepted the project, please sign the attached “Final Contract Voucher” and forward a copy to the contractor and Gray & Osborne, Inc.

3. RELEASE OF RETAINAGE

The retainage bond should be released to the contractor contingent upon the following requirements being fulfilled:

1. Sixty days have elapsed since the Contract Completion Date.
2. The City receives the Washington State Department of Revenue “Certificate of Payment of State Excise Taxes by Public Works Contractor” (RCW 60.28).
3. The City receives the “Certificate of Payment of Contribution Penalties and Interest on Public Works Contract” from the Washington State Employment Security Department.

Mr. Rocky Wallace
August 6, 2024
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4. There are no claims or liens filed for labor and materials furnished on this Contract.
5. The City receives notification from the Washington State Department of Labor and Industries that the contractor and their subcontractors are current with payments of industrial insurance and medical aid premiums.

Please contact me if you have any questions or concerns regarding these matters.

Sincerely,

GRAY & OSBORNE, INC.

A handwritten signature in black ink that reads 'Tim DeVries'.

Tim DeVries, P.E.

TDV/js
Encl.
By email

cc: Mr. Vince Glondo, Ascent Foundation and More, LLC

FINAL PROGRESS ESTIMATE 1
AUGUST 1, 2024

CITY OF SELAH
YAKIMA COUNTY
WASHINGTON

PROGRESS ESTIMATE PERIOD
JULY 8, 2024 TO JULY 31, 2024

PROJECT:
CITY OF SELAH
EAST ORCHARD AVENUE SIDEWALK IMPROVEMENTS
G&O JOB NUMBER #24813

CONTRACTOR:
ASCENT FOUNDATION AND MORE, LLC
106 NORTH PEOH AVENUE, SUITE C
CLE ELUM, WA 98922

BID ITEMS				QUANTITIES		PROJECT COSTS		PERCENT OF CONTRACT QUANTITY
NO.	DESCRIPTION	QUANTITY UNIT	UNIT PRICE	TOTAL THIS PERIOD	TOTAL TO DATE	AMOUNT THIS PERIOD	AMOUNT TO DATE	
1	Mobilization, Cleanup, and Demobilization	1 LS	\$7,021.09	100.00%	100.00%	\$7,021.09	\$7,021.09	100%
2	Minor Change	1 FA	\$5,000.00	80.65%	80.65%	\$4,032.44	\$4,032.44	81%
3	Project Temporary Traffic Control	1 LS	\$2,983.12	100.00%	100.00%	\$2,983.12	\$2,983.12	100%
4	Excavation, Embankment and Grading, Incl. Haul	270 CY	\$88.53	275.00	275.00	\$24,345.75	\$24,345.75	102%
5	Crushed Surfacing Repair	40 SY	\$23.03	40.00	40.00	\$921.20	\$921.20	100%
6	Commercial HMA Pavement Repair (Road)	390 SY	\$47.65	458.00	458.00	\$21,823.70	\$21,823.70	117%
7	Commercial HMA Pavement Repair (Driveway)	50 SY	\$107.26	72.00	72.00	\$7,722.72	\$7,722.72	144%
8	Adjust Valve Box	2 EA	\$260.66	1.00	1.00	\$260.66	\$260.66	50%
9	Adjust Meter Box	8 EA	\$403.05	1.00	1.00	\$403.05	\$403.05	13%
10	Erosion Control and Water Pollution Prevention	1 LS	\$1.19	100.00%	100.00%	\$1.19	\$1.19	100%
11	Landscape Repair	20 SY	\$87.09	20.00	20.00	\$1,741.80	\$1,741.80	100%
12	Cement Conc. Traffic Curb and Gutter	440 LF	\$66.16	470.00	470.00	\$31,095.20	\$31,095.20	107%
13	Cement Conc. Pedestrian Curb	60 LF	\$30.95	60.00	60.00	\$1,857.00	\$1,857.00	100%
14	Cement Conc. Driveway Entrance	160 SY	\$87.34	220.00	220.00	\$19,214.80	\$19,214.80	138%
15	Cement Conc. Sidewalk	190 SY	\$100.13	205.00	205.00	\$20,526.65	\$20,526.65	108%

FINAL PROGRESS ESTIMATE 1
AUGUST 1, 2024

CITY OF SELAH
 YAKIMA COUNTY
 WASHINGTON

PROGRESS ESTIMATE PERIOD
 JULY 8, 2024 TO JULY 31, 2024

PROJECT:
 CITY OF SELAH
 EAST ORCHARD AVENUE SIDEWALK IMPROVEMENTS
 G&O JOB NUMBER #24813

CONTRACTOR:
 ASCENT FOUNDATION AND MORE, LLC
 106 NORTH PEOH AVENUE, SUITE C
 CLE ELUM, WA 98922

	PROJECT COSTS	
	AMOUNT THIS PERIOD	AMOUNT TO DATE
SUBTOTAL EARNED TO DATE	\$143,950.37	\$143,950.37
SALES TAX	0.00%	\$0.00
MATERIALS ON HAND	\$0.00	\$0.00
TOTAL	\$143,950.37	\$143,950.37
CONTRACTOR HAS RETAINAGE BOND	\$0.00	\$0.00
TOTAL EARNED TO DATE LESS RETAINAGE		\$143,950.37

LESS AMOUNTS PREVIOUSLY PAID

TOTAL PAYMENT NOW DUE: \$143,950.37

ORIGINAL CONTRACT AMOUNT (WITHOUT TAX) \$133,230.22
CONTRACT PERCENTAGE TO DATE 108%

FINAL PROGRESS ESTIMATE 1
AUGUST 1, 2024

CITY OF SELAH
 YAKIMA COUNTY
 WASHINGTON

PROGRESS ESTIMATE PERIOD
 JULY 8, 2024 TO JULY 31, 2024

PROJECT:
 CITY OF SELAH
 EAST ORCHARD AVENUE SIDEWALK IMPROVEMENTS
 G&O JOB NUMBER #24813

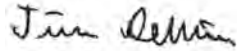
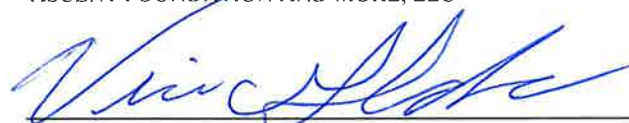
CONTRACTOR:
 ASCENT FOUNDATION AND MORE, LLC
 106 NORTH PEOH AVENUE, SUITE C
 CLE ELUM, WA 98922

I HEREBY CERTIFY THE ABOVE ESTIMATE IS A TRUE AND CORRECT STATEMENT OF THE WORK PERFORMED UNDER THIS CONTRACT.

I HEREBY CERTIFY THAT THE WAGES HAVE BEEN PAID IN ACCORDANCE WITH RCW 39.12 (PREVAILING WAGES).

GRAY & OSBORNE, INC.

ASCENT FOUNDATION AND MORE, LLC

TIM DEVRIES, P.E.

CONTRACTOR'S REPRESENTATIVE

SUMMARY AND DISTRIBUTION OF PAYMENTS

PAY EST NO.	PROGRESS ESTIMATE PERIOD DATES	TOTAL		SALES		MATERIALS ON HAND	TOTAL PAYMENT
		EARNED PER PERIOD	SALES TAX RATE	TAX AMOUNT			
1	JULY 8, 2024 TO JULY 31, 2024	\$143,950.37	0.00%	\$0.00		\$0.00	\$143,950.37
TOTAL:		\$143,950.37		\$0.00		\$0.00	\$143,950.37

Final Contract Voucher Certificate

Contractor Ascent Foundation and More, LLC			
Street Address 106 North Peoh Avenue, Suite C			
City Cle Elum	State WA	Zip 98922	Date August 6, 2024
Project Number (Owner) 24813			
Job Description (Title) East Orchard Avenue Sidewalk Improvements			
Date Work Physically Completed July 31, 2024		Final Amount (including Sales Tax) \$143,950.37	

Contractor's Certification

I, The undersigned, having first been duly sworn, certify that I am authorized to sign for the claimant; that in connection with the work performed and to the best of my knowledge no loan, gratuity or gift in any form whatsoever has been extended to any employee of the City of Selah nor have I rented or purchased any equipment or materials from any employee of the City of Selah; I further certify that the attached final estimate is a true and correct statement showing all the monies due me from the City of Selah for work performed and material furnished under this Contract; that I have carefully reviewed said final estimate and understand the same; have paid all labor, material, and other costs for this project and that I hereby release the City of Selah from any and all claims of whatsoever nature which I may have, arising out of the performance of said contract, which are not set forth in said estimate.



X *Vince Glondo*
Contractor Authorized Signature Required

Vince Glondo
Type Signature Name

Subscribed and sworn to before me this 6 day of August 2024

X *Heather Johnson* Notary Public in and for the State of Washington

Residing at _____

City of Selah Certification

I, certify the attached final estimate to be based upon actual measurements, and to be true and correct. Approved Date 8/6/24

X *Jim Selman*
Project Engineer

X *Ray D. Walker*
City of Selah

This Final Contract Voucher Certification is to be prepared by the Engineer and the original forwarded to the City of Selah for acceptance and payment.

Contractors Claims, if any, must be included and the Contractors Certification must be labeled indicating a claim attached.



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 10/8/2024
Agenda Number: 10D

Action Item

Title: Resolution Authorizing the Mayor to Sign “Task Order No. 2024-07” with HLA Engineering and Land Surveying, Inc., for Professional Services Related to the City’s Well No. 5 Drilling and Equipping Project

From: Rocky Wallace, Public Works Director

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: \$649,000.00 for engineering services. (The actual costs for engaging a contractor to perform the work are not yet known, will be presented later, and will be separately acted upon by the City Council.)

Funding Source: 411, Water Fund

Background/Findings/Facts: All previous efforts to rehabilitate the City’s current Well No.5 have led to the determination that the well must be replaced. The City’s Well No.5 Drilling and Equipping Project (Project) will drill and equip a new replacement well where one does not currently exist.

The entity of HLA Engineering and Land Surveying, Inc. (HLA) is one of the City’s contracted engineering firms and provides professional engineering services to the City on a project-by-project basis, because the City does not directly employ any engineer(s) on its staff. HLA is willing and able to provide the necessary engineering and bidding services on this Project. A written task order – labeled “Task Order No. 2024-07” – has been prepared, reflecting HLA’s expected maximum fees of \$649,000.00.

The attached proposed Resolution will, if approved, authorize the Mayor to sign Task Order No. 2024-07, so that work can commence on this Project forthwith. The City’s adopted 2024 budget – via Ordinance No. 2216 –includes an appropriation of monies that will be sufficient to cover the initial \$20,000.00 of work on this Project. The remaining monies will be included in the City’s 2025 budget, which will be adopted later this fall.

At present, it is estimated that this Project will cost just shot of \$2.6 million. It is anticipated that \$1,000,000.00 will be utilized from the 461 Water Reserve Fund and that a new DWSFR loan application in the amount of \$1,587,263.08 will be submitted.

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:
2/27/2024	Resolution No. 3096 authorizing additional funding, once again, for the City's Emergency Water Well #5 Project.
8/8/2023	Resolution No. 3037 authorizing additional funding for the City's Emergency Water Well #5 Project.
7/11/2023	Resolution No. 3029 authorizing additional funding for the City's Emergency Water Well #5 Project.
6/13/2023	Resolution No. 3027 Declaring that an emergency exists due to unexpected failure of a 100-horsepower submersible pump and soft start at the City's Water Well #5; waiving all typically-applicable competitive bidding requirements; authorizing the Public Works Director to sign one or more contracts to purchase all necessary replacement equipment and to obtain all necessary planning and/or installation services without delay to commence without delay or further approval; and providing for publication of summary and financial estimate.

RESOLUTION NO. 3153

RESOLUTION AUTHORIZING THE MAYOR TO SIGN "TASK ORDER NO. 2024-07" WITH HLA ENGINEERING AND LAND SURVEYING, INC., FOR PROFESSIONAL SERVICES RELATED TO THE CITY'S WELL NO. 5 DRILLING AND EQUIPPING PROJECT

WHEREAS, the City desires, as its Well No. 5 Drilling and Equipping Project (Project), to drill and equip a new replacement well in a new location; and

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

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

WHEREAS, HLA has drafted a nine-page "Task Order No. 2024-07", which recites HLA's scope of work and HLA's expected maximum fees of \$649,000.00; and

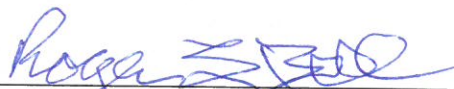
WHEREAS, the terms of Task Order No. 2024-07 are acceptable to City staff and City staff recommends that the City Council authorize the Mayor to sign it; and

WHEREAS, the City Council finds that good causes exists;

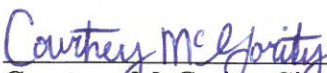
NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor be and is authorized to sign the nine-page Task Order No. 2024-07 with HLA in the form appended hereto.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 8th day of October, 2024.

ATTEST:



Roger Bell, Mayor



Courtney McGarity, City Clerk

APPROVED AS TO FORM:



Rob Case, City Attorney



*** TRANSMITTAL ***

Date: September 25, 2024

Project No.: 24164E

To: City of Selah
222 S. Rushmore Road
Selah, WA 98942

Attention: Rocky Wallace
Public Works Director

From: Robert J. Scott, PE

Re: Well No. 5 Drilling and Equipping
Task Order No. 2024-07

We are sending you the attached following items:

Two (2) Original Task Order Agreements

Comment:

Rocky:

Attached for your review and consideration are two (2) signed original Task Order No. 2024-07 agreements for the Well No. 5 Drilling and Equipping project.

Please execute the Task Orders and return one signed original to our office.

We very much appreciate the opportunity to work with you and serve the City of Selah. If you have any questions or need additional information, please contact me at rscott@hlcivil.com or (509) 966-7000.

Copy to: _____ Signed: 

TASK ORDER NO. 2024-07

REGARDING GENERAL AGREEMENT BETWEEN CITY OF SELAH

AND

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

PROJECT DESCRIPTION:

Well No. 5 Drilling and Equipping
HLA Project No. 24164E

Selah has experienced ongoing operating problems and loss of yield with its existing Well No. 5, and it has been determined through repeated repair attempts that the well cannot be adequately rehabilitated and restored to working condition. To address this significant loss of system well capacity, a new well will need to be developed. The preferred new well location will be at the City's public works site due to available space and proximity to existing water distribution mains. Construction of the replacement Well No. 5 at this location will require a water right change application to be processed through the Department of Ecology (Ecology). The proposed improvements will include drilling a new well and constructing a building to house pump and piping, accessories, chlorination equipment, and electrical and control equipment. The building will be properly ventilated, safety and reliability improved, and the risk of well contamination reduced through modern well construction and sealing methods.

The improvements will be approached in two steps, with preparation of separate contract documents and bidding for each step. The first step will consist of selection of a well driller, drilling and developing the new well, establishing the maximum instantaneous withdrawal rate, and sizing the new well pump. The second step begins with design of the building and appurtenances based on the well capacity and pump size. Contract documents will be prepared, and a building contractor will be selected. This two-step approach reduces costs and matches the above ground facilities to the well capacity.

Due to the City's current inability to operate Well No. 5, an expedited project schedule is necessary. It is proposed that the initial well drilling phase be started as soon as possible, and therefore this phase will be funded using water fund reserves. However, the City's current reserves are not sufficient to finance the entire project; therefore, it is proposed that equipping the well and constructing the new wellhouse be funded through the Drinking Water State Revolving Fund (DWSRF) loan program. Eligibility for the program requires that the project be identified in the City's current, approved water system plan. The City completed its water system plan in 2021, and Well No. 5 had not yet experienced its current loss of yield, and therefore replacement was not identified in the current water system plan. For this reason, a water system plan amendment letter report will be included in the scope of this project to add the project and qualify it for DWSRF funding.

SCOPE OF SERVICES:

At the direction of the City of Selah (CITY), HLA shall provide professional engineering services for the Well No. 5 Drilling and Equipping (PROJECT). HLA services shall include the following:

1.0 Project Administration

- 1.1 Assist CITY with financial and construction management requirements of funding agency.
- 1.2 Assist CITY with securing approval of such governmental authorities with jurisdiction over design criteria applicable to the PROJECT.
- 1.3 Provide monthly status reports and invoices for work performed.
- 1.4 Maintain PROJECT files for agency review.

- 1.5 Coordinate project reviews/approvals with Department of Health (DOH).
- 1.6 Prepare and coordinate project schedule in conjunction with funding requirements and timelines.
- 1.7 Attend up to six (6) meetings with CITY staff to address technical aspects of the work related to scope, construction, and schedule.
- 1.8 Assist CITY with funding agency reimbursement process.
- 1.9 Assist CITY with funding agency PROJECT closeout process.
- 1.10 Review water quality testing results and make recommendations to the CITY, as needed.
- 1.11 Prepare and submit final well source approval information to the Washington State DOH for review and approval.
- 1.12 Prepare and submit DOH construction completion report(s) and updated water facility inventory (WFI) form, as required.

2.0 Water System Plan Amendment, Funding Application, and Environmental Review

- 2.1 Prepare a letter report meeting the requirements of WAC 246-290-100(11) and coordinate with DOH to obtain the necessary approvals to add the PROJECT to the approved Capital Improvement Plan, thereby qualifying the PROJECT for DWSRF funding.
- 2.2 Prepare a complete DWSRF funding application for CITY submittal through the online Washington Loan Tracking (WALT) system.
- 2.3 Perform environmental services, including consultation with the Washington State Department of Archeology and Historic Preservation (DAHP).
- 2.4 Submit an EZ-1 form and maps using the updated EZ-1 form. Include any changes to scope of work.
- 2.5 Identify the area of potential effect (APE) as early as possible in the process to avoid additional reviews later. The APE must include staging areas and other elements of the PROJECT.
- 2.6 Submit an Inadvertent Discovery Plan (IDP) to be approved by the Office of Drinking Water, Washington State Department of Health. Use the template available upon request.
- 2.7 Prepare the State Environmental Policy Act (SEPA) checklist and Determination of Non-Significance (DNS). Assist with publication and submittal of the checklist and environmental determination to the Office of Drinking Water, Washington State Department of Health.

3.0 Design Engineering

This phase results in the preparation of two (2) separate bid packages: one for well drilling and testing, and one for well pump installation and construction of the well control building. Additional bid packages will be considered additional services. Tasks for each package are similar but may differ slightly as noted below.

Well Drilling and Testing

- 3.1 Provide complete PROJECT management to deliver the PROJECT within mutually determined expectations.

- 3.2 Conduct a topographic survey of the PROJECT area as required to complete design, plans, and specifications, including call for utility locates.
- 3.3 Review topographic survey data; set property boundaries and establish proposed easement boundaries; prepare preliminary well site layout plans for review with CITY.
- 3.4 Conduct site visit with CITY to review proposed preliminary well site layout. Perform field investigations necessary to design the identified improvements.
- 3.5 Stake proposed new well location for review and approval by Yakima County Health District and/or DOH representative(s). Meet with agency representatives on site to review proposed well location, as required.
- 3.6 Review available well log and hydrogeologic data to establish proposed new well depth and aquifer characteristics necessary for design of new well.
- 3.7 Prepare preliminary well drilling design plans and specifications for review and approval by the CITY and DOH.
- 3.8 Review and discuss preliminary well drilling plans with CITY staff.
- 3.9 Incorporate CITY and DOH review comments and prepare final well drilling design plans, specifications, and estimate for improvements, as authorized by the CITY.
- 3.10 Perform quality control and assurance review of all final documents.
- 3.11 Prepare Engineer's construction cost estimate.
- 3.12 Provide final plans and specifications to the CITY in electronic format suitable for printing and use at time of bid advertisement. It is anticipated HLA will prepare one (1) complete set of plans and specifications for one bid call; additional bid packages will be considered additional services.
- 3.13 Prepare advertisement for bids. Coordinate with CITY on number and location publications. All advertising fees to be paid by the CITY.
- 3.14 Notify private utilities of pending improvements.
- 3.15 Post documents to HLA website and notify potential bidders, utility companies, and plan centers of PROJECT posting, and maintain planholder list.
- 3.16 Answer questions and supply information requested by prospective bidders.
- 3.17 Prepare and issue addenda to contract documents, if necessary.
- 3.18 Attend bid opening and participate in prospective bidder evaluation process.
- 3.19 Prepare summary of bids received and review bidder's qualifications and responsiveness.
- 3.20 Make recommendation of award to the CITY for construction contract.

Pump Installation and Construction of Well Control Building

- 3.21 Prepare preliminary well control building and site design plans and specifications for review and discussion with the CITY.
- 3.22 Begin preliminary electrical and HVAC design.

- 3.23 Coordinate design with utility companies; prepare permanent power service request; meet with utility company representatives on site to review proposed improvements.
- 3.24 Following completion of well drilling and testing to establish final well yield (capacity) and drawdown; prepare final draft well control building and site design plans and specifications for review and approval by CITY and DOH.
- 3.25 Incorporate CITY and DOH review comments and prepare final well control building and site design plans, specifications, and estimate for improvements, as authorized by the CITY.
- 3.26 Provide final plans and specifications to the CITY in electronic format suitable for printing and use at time of bid advertisement. It is anticipated HLA will prepare one (1) complete set of plans and specifications for one bid call; additional bid packages will be considered additional services.
- 3.27 Prepare advertisement for bids. Coordinate with CITY on number and location of publications. All advertising fees to be paid by the CITY.
- 3.28 Notify private utilities of pending improvements.
- 3.29 Post documents to HLA website and notify potential bidders, utility companies, and plan centers of PROJECT posting, and maintain planholder list.
- 3.30 Answer questions and supply information requested by prospective bidders.
- 3.31 Prepare and issue addenda to contract documents, if necessary.
- 3.32 Attend bid opening and participate in prospective bidder evaluation process.
- 3.33 Make recommendation of award to the CITY for construction contract.
- 3.34 Prepare administrative documents to the appropriate agencies which have jurisdiction over funding, design, and construction of the PROJECT.

4.0 Construction Engineering

Services during construction will be provided for two (2) separate construction projects: one for well drilling and testing, and one for well pump installation and construction of the well control building.

- 4.1 Following Council award authorization, prepare notice of award to the Contractor, assemble construction contract documents, and coordinate contract execution with the CITY and Contractor.
- 4.2 Review Contractor's submission of certificate of insurance and contract bond.
- 4.3 Coordinate and facilitate preconstruction meeting with the CITY, Contractor, private utilities, and affected agencies, including preconstruction agenda and meeting record.
- 4.4 Prepare and issue Notice to Proceed to the Contractor.
- 4.5 Furnish field survey crew necessary to provide geometric control, including construction staking.
- 4.6 Furnish a qualified resident engineer (inspector) to observe construction for substantial compliance with plans and specifications and CITY Construction Standards.
- 4.7 Field measure and/or compute pay item quantities. Prepare and file PROJECT progress reports with the CITY, and provide monthly progress pay estimates to the CITY.

- 4.8 Administer construction meetings (as needed).
- 4.9 Consult and advise the CITY during construction and make a final report of the completed work.
- 4.10 The CITY is required to monitor the Contractor's payment of prevailing wage rates. As part of construction services, HLA will monitor General Contractor and Subcontractor compliance with State labor standards during the construction phase of this PROJECT. This work includes checking monthly certified payrolls, conducting employee interviews in the field, and issuing letters of non-compliance and/or letters of missing documents.
- 4.11 Review Contractor's submission of samples and shop drawings, when applicable.
- 4.12 Review materials testing results for compliance with the plans and specifications.
- 4.13 Prepare and submit proposed contract change orders when applicable.
- 4.14 Perform final walk-through with the CITY and Contractor, and issue final punch list.
- 4.15 Prepare and submit recommendation of PROJECT acceptance.
- 4.16 Prepare and submit Notice of Completion of Public Works Contract (NOC). Monitor lien releases from state agencies.
- 4.17 Notify CITY when retainage may be released.
- 4.18 Prepare and furnish record drawings and field notes of completed work in accordance with PROJECT field records provided by the resident engineer and those submitted by the Contractor.
- 4.19 Ensure the PROJECT is completed as designed and contract specifications are adhered to during construction.

5.0 Electrical Design and Programming

This task includes design, construction, and post-construction phase services. The actual distribution of costs will depend on the level of programming required, so costs may be shifted between tasks 3.0, 4.0, and 5.0, but the total fee amounts will not exceed those listed later in the Fee for Service.

- 5.1 Review electrical equipment and instrumentation submittals and shop drawings.
- 5.2 Make construction observation site visits, as needed.
- 5.3 Respond to electrical requests for information and prepare change directives, as needed.
- 5.4 Attend and review electrical control panel shop test.
- 5.5 Prepare electrical record drawings.
- 5.6 Program new well PLC and modify existing telemetry master PLC to incorporate new well control into existing system.
- 5.7 Modify existing telemetry system HMI and alarm software/dialer to add new well controls and alarms.
- 5.8 Provide startup and commissioning assistance to place new well in service on the existing telemetry system.

6.0 Hydrogeological Services

- 6.1 Provide on-call technical support, including well design and technical specification review.
- 6.2 Facilitate pre-application meeting, prepare Water Right Change Application, and coordinate with Yakima County Water Conservancy Board to authorize new point of withdrawal for existing Well No. 5 water right.
- 6.3 Attend two Yakima County Water Conservancy Board meetings to obtain Ecology concurrence regarding Water Right Change Application.
- 6.4 Prepare draft Report of Examination, submit to Ecology, and respond to comments and concerns during the 45-day review period.
- 6.5 Provide coordination and oversight of well drilling activities to ensure adherence to contract specifications and water rights provisions/requirements.
- 6.6 Document drilling operations, log drill cuttings, collect samples, interpret stratigraphy, observe water production, and review video scan. Assist with screen design, filter pack selection, and well completion intervals.
- 6.7 Observe and document well pump tests and recommend pump test intervals. Record flow rates and drawdown. Supply and deploy field equipment (pressure transducers and meters) needed for the test and not supplied by the well driller.
- 6.8 Prepare well completion and test report documenting well drilling, construction, and testing of the new production well. Recommend pump intake elevation. Provide recommendations for long-term well operation and maintenance.

7.0 Additional Services

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

8.0 Items to be Furnished and Responsibility of the CITY

The CITY will provide or perform the following:

- 8.1 Provide full information as to CITY requirements of the PROJECT.
- 8.2 Provide all available information pertinent to the PROJECT relative to completion of design and construction of the PROJECT.
- 8.3 Assist HLA with the coordination of improvements with power utility company and provide location for meetings with involved parties.
- 8.4 Examine all documents presented by HLA, and provide written decisions within a reasonable time so as not to delay the work of HLA.
- 8.5 Obtain approval of all governmental authorities for the PROJECT, and approvals and consents from other individuals as necessary for completion of the relative to completion of design and construction of the PROJECT. Pay all review fees and costs associated with obtaining such approvals.
- 8.6 Publish and pay for SEPA legal notifications, issue DNS, and complete SEPA process.
- 8.7 Pay for all necessary testing costs not included in this Task Order, including water quality testing of samples collected during the well pump test.

8.8 Pay for all necessary permit fees, DOH review fees, and audit costs.

TIME OF PERFORMANCE:

Following receipt of signed Task Order, HLA will diligently pursue completion of the PROJECT based on the following anticipated schedule:

1.0 Project Administration

Project administration services shall begin immediately following receipt of the signed Task Order and continue until all funding and labor compliance closeout requirements for the PROJECT have been satisfied.

2.0 Water System Plan Amendment, Funding Application, and Environmental Review

- 2.1 The Water System Plan Amendment will be completed and submitted to DOH by October 31, 2024, to facilitate review and approval prior to a DWSRF application. The funding application will be prepared for CITY submittal prior to November 30, 2024.
- 2.2 Following selection of the preferred well location by the CITY, the environmental, historical, and cultural review services shall begin, and the EZ-1 form shall be prepared and submitted to the controlling authority/authorities within thirty (30) calendar days.

3.0 Design Engineering

- 3.1 Plans, specifications, and estimates for all PROJECT elements required for the first bid package (well drilling and testing) shall be provided within one hundred eighty (180) calendar days after receipt of signed Task Order.
- 3.2 Plans, specifications, and estimates for all PROJECT elements required for the second bid package (well pump installation and construction of well control building) shall begin after the first construction contract is complete and will be provided within one hundred twenty (120) calendar days after the date the new well capacity is established.

4.0 Construction Engineering

Engineering services during construction of the PROJECT shall begin upon construction contract award by the CITY to the lowest responsible bidder and shall extend through the completion of construction, and completion of as-constructed drawings.

- 4.1 A maximum of one hundred sixty (160) working days has been assumed for the construction of all improvements, utilizing a standard 40-hour work week.
- 4.2 This estimate includes providing part-time inspection for sixty (60) working days for drilling the new source well, utilizing a standard 40-hour work week. Inspection during construction will be primarily performed by Aspect Consulting through 6.0 Hydrogeological Services.
- 4.3 Full-time inspection has been assumed for one hundred (100) working days for installing the well pump and construction of the well control building, water main piping, and site improvements, utilizing a standard 40-hour work week.
- 4.4 Should either Contractor be granted time extensions for construction completion due to recognized delays, requested additional work, and/or change orders, services during construction beyond one hundred sixty (160) total working days shall be considered additional services.

5.0 Electrical Design and Programming

Electrical design and programming services will be completed concurrently with Task 3.0 Design Engineering and Task 4.0 Construction Engineering.

6.0 Hydrogeological Services

Hydrogeological services will be completed concurrently with Task 2.0 Water System Plan Amendment and Funding Application, Task 3.0 Design Engineering, and Task 4.0 Construction Engineering.

7.0 Additional Services

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

FEE FOR SERVICE:

For the services furnished by HLA as described under this Task Order, the CITY agrees to pay HLA the fees as set forth herein. The amounts listed below may be revised only by written agreement of both parties. The fees below are based on performing the work in conjunction with other tasks to reduce travel expenses to the CITY.

1.0 Project Administration

All work for project administration shall be performed on a time-spent basis at the normal hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses for the estimated fee of \$20,000.00.

2.0 Water System Plan Amendment, Funding Application, and Environmental Review

All work for environmental, historical, and cultural review shall be performed on a time-spent basis at the normal hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses for the estimated fee of \$20,000.00.

3.0 Design Engineering

All work for design engineering shall be performed for the lump sum fee of \$160,000.00.

4.0 Construction Engineering

All work for construction engineering shall be performed on a time-spent basis at the normal hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses for the estimated fee of \$240,000.00.

5.0 Electrical Design and Programming

All work for electrical design and programming shall be performed on a time-spent basis at the normal hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses for the estimated fee of \$88,200.00.

6.0 Hydrogeological Services

All work for hydrogeological services shall be performed on a time-spent basis at the normal hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses for the estimated fee of \$120,800.00.

7.0 Additional Services

Additional work requested by the CITY not included in this Task Order shall be authorized by the CITY and agreed upon by HLA in writing prior to proceeding with services. HLA will perform additional services as directed/authorized by the CITY on a time-spent basis at the hourly billing rates included in our General Agreement, plus reimbursement for direct non salary expenses such vehicle mileage, out-of-town meals/lodging, advertising, and printing expenses. Outside subconsultant's invoices shall be marked up by a factor of 1.10 times the subconsultant invoice.

Proposed:  9/25/2024
HLA Engineering and Land Surveying, Inc. Date
Michael T. Battle, PE, President

Approved: _____ Date _____
City of Selah
Roger Bell, Mayor

CITY OF SELAH
Well No. 5 Replacement
Engineer's Opinion of Construction Cost

8/15/2024
 PRELIMINARY

HLA Project No. 24006G

Item No.	Description	Unit	Unit Cost	Overall Quantity	Overall Cost
SCHEDULE A - WELL DRILLING AND TESTING					
1	Minor Change	FA	\$20,000.00	1	\$20,000.00
2	Mobilization	LS	\$75,000.00	1	\$75,000.00
3	Erosion Control and Water Pollution Prevention	LS	\$12,000.00	1	\$12,000.00
4	Drill and Install Temp 20 In. Surface Seal Casing	LF	\$600.00	70	\$42,000.00
5	Drill for 16 In. Casing and Seal Using Mud Rotary	LF	\$350.00	380	\$133,000.00
6	Furnish and Install 16 In. Pump Chamber Casing	LF	\$180.00	452	\$81,360.00
7	Furnish and Install Annular Backfill	LF	\$75.00	150	\$11,250.00
8	Seal 16 In. Casing	LF	\$130.00	300	\$39,000.00
9	Flush and Dispose of Drill Mud and Cuttings	LS	\$19,000.00	1	\$19,000.00
10	Brush Inside of Casing to Remove Drill Mud	LS	\$6,000.00	1	\$6,000.00
11	Drill Maximum Diam. Borehole Below 16 In. Casing Using Reverse Circ.	LF	\$225.00	150	\$33,750.00
12	Furnish and Install 10 In. Liner Casing	LF	\$135.00	20	\$2,700.00
13	Furnish and Install 10 In. J-Latch Assembly	LS	\$5,000.00	1	\$5,000.00
14	Furnish and Install 10 In. Stainless Steel Well Screen	LF	\$210.00	150	\$31,500.00
15	Furnish and Install Filter Pack Material	LB	\$1.80	14,000	\$25,200.00
16	Plumbness and Alignment Testing	LS	\$6,000.00	1	\$6,000.00
17	Develop Well with Isolation RC, Swab, Bail	HR	\$500.00	60	\$30,000.00
18	Furnish and Install Aquaclear PFD	GAL	\$350.00	10	\$3,500.00
19	Furnish, Install, and Remove Test Pump for Pumping Tests	LS	\$45,000.00	1	\$45,000.00
20	Operate Test Pump for Step and Constant Rate Tests	HR	\$500.00	60	\$30,000.00
21	Well Video Inspection	EA	\$2,000.00	1	\$2,000.00
22	Final Well Disinfection	LS	\$3,000.00	1	\$3,000.00
23	Wellhead Completion, Incl. Prep for Artesian	LS	\$7,500.00	1	\$7,500.00
24	Authorized Standby Time	HR	\$500.00	8	\$4,000.00
25	Site Cleanup	LS	\$22,000.00	1	\$22,000.00
Schedule A Subtotal					\$689,760.00
Schedule A Sales Tax 8.3%					\$57,250.08
Schedule A Total					\$747,010.08
SCHEDULE B - WELLHOUSE AND PUMP INSTALLATION					
26	Minor Change	FA	\$20,000.00	1	\$20,000.00
27	Mobilization	LS	\$95,000.00	1	\$95,000.00
28	Shoring or Extra Excavation	LS	\$1,000.00	1	\$1,000.00
29	Well Building, Complete (600 SF)	LS	\$350,000.00	1	\$350,000.00
30	Well Pump and Motor, Complete	LS	\$100,000.00	1	\$100,000.00
31	Electrical and Control System, Complete	LS	\$200,000.00	1	\$200,000.00
32	Site Piping, Fittings, and Valves, Complete	LS	\$50,000.00	1	\$50,000.00
33	Site Grading and Drainage, Complete	LS	\$30,000.00	1	\$30,000.00
34	Site Surfacing Improvements, Complete	LS	\$25,000.00	1	\$25,000.00
35	Chain Link Fencing and Gates	LS	\$20,000.00	1	\$20,000.00
Schedule B Subtotal					\$891,000.00
Schedule B Sales Tax 8.3%					\$73,953.00
Schedule B Total					\$964,953.00
Contingency 10%					\$171,200.00
Total Estimated Const Cost					\$1,883,163.08
Design Engineering					\$200,000.00
Construction Engineering					\$240,000.00
Water Right Change Application					\$32,200.00
Hydrogeological Design and Construction Support					\$88,700.00
Electrical Design, Construction, and Programming					\$88,200.00
Pacific Power Service					\$25,000.00
DOH Review Fees					\$20,000.00
Building Permit & Plan Review					\$10,000.00
Total Estimated Project Cost					\$2,587,263.08
Assumptions:					
1.	New well to be located on City property west of public works shop.				
2.	Well drilling cuttings, mud, and water to be disposed of onsite.				
3.	Construction water to be supplied by City at no cost.				
4.	New well capacity to be sized for 1,000 gpm (750 gpm ex. water right)				
5.	New electrical power service required for new wellhouse.				
6.	No standby power/generator included.				
7.	Connection to existing water main <50 ft.				



Selah City Council
 Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 10/8/2024
 Agenda Number: 10E

Action Item

Title: Resolution Authorizing the Mayor to Sign Change Order No. 1 with Northwest Striping & Sealing, LLC, Pertaining to the City’s 2024 Crack Seal Project

From: Rocky Wallace, Public Works Director

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: \$1,079 of City Hall ARPA funds

Funding Source: 001 General (City Hall ARPA)

Background/Findings/Facts: This pertains to the City’s ongoing 2024 Crack Seal Project. This Change Order No. 1, if approved, will add additional quantities for crack seal to the Project.

Public Works desires to add an additional Schedule C to the Project for an estimated 820 lineal feet of crack sealing for the City Hall parking lot.

The additional work would increase the total contract price by \$1,079. However, this expenditure will be paid via City Hall ARPA funds.

Public Works requests that the City Council authorize the Mayor – via approval of the attached proposed Resolution – to sign Change Order No. 1.

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

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

Date:	Action Taken:
5/28/2024	Resolution No. 3124 Authorizing the Mayor to Sign “Task Order 3” with Gray and Osborne, Inc., for Professional Services Related to the City’s 2024 Crack Seal Project
8/13/2024	Resolution No. 3139 Authorizing the Mayor to Sign an Eleven-Page Small Works Contract with Northwest Striping & Sealing, LLC, for the 2024 Crack Seal Project

RESOLUTION NO. 3154

RESOLUTION AUTHORIZING THE MAYOR TO SIGN "CHANGE ORDER NO. 1" WITH NORTHWEST STRIPING & SEALING, LLC, PERTAINING TO THE CITY'S 2024 CRACK SEAL PROJECT

WHEREAS, the City previously entered into a construction contract with Northwest Striping & Sealing, LLC, for crack sealing and seal coating; and

WHEREAS, the City desires to increase the quantities for this project; and


WHEREAS, a written change order – labeled Change Order No. 1 – has been drafted, its terms are acceptable to City staff, and the net effect will be that the previous contract price will be increased by an estimated \$1,079.00 and the new adjusted contract price thus become \$35,659.00 (which amount is not inclusive of sales tax); and


WHEREAS, the City Council finds that good cause exists;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor be and is authorized to sign Change Order No. 1 with Northwest Striping & Sealing, LLC, in the form appended hereto.

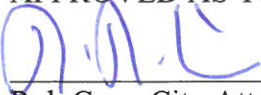
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 8th day of October, 2024.

ATTEST:


Roger Bell, Mayor


Courtney McGarity, City Clerk

APPROVED AS TO FORM:


Rob Case, City Attorney

CHANGE ORDER 1

Project Title 2024 Crack Seal
Owner City of Selah **Contractor Name** Northwest Striping & Sealing, LLC
Change Order No. 1 **Contractor Address** 839 North Corriedale Road
Change Order Date October 1, 2024 Yakima, Washington 98901
G&O No. 24848

The following changes are hereby made to the Contract Documents:

SCHEDULE C: CITY HALL

ITEM 1: City Hall Crack Seal

Crack seal pavement at City Hall.

The following payment items are added to the Contract:

No.	Description	Quantity	Unit Price	Total
1	Mobilization, Cleanup, and Demobilization	1 LS	\$300.00	\$300.00
2	Crack Sealing Bit Pvmt	820 LF	\$0.95	\$779.00

The Contractor will be paid based on the actual quantities installed.

The estimated cost for this work is:\$1,079.00

Justification: The additional work is at the request of the Owner.

Working Days: 1 calendar day is added to the Contract Time.

CHANGE TO CONTRACT PRICE

Original Contract Amount (without tax):\$34,580.00
Current Contract Amount, as adjusted by previous change orders:\$34,580.00
The Contract Amount due to this Change Order will be increased by:\$1,079.00
The new Contract Amount (without tax) due to this Change Order will be:\$35,659.00

CHANGE TO CONTRACT TIME

The Contract Time will be increased by 1 calendar day, for a total of 15 calendar days.

This document will become a supplement to the Contract and all provisions in the Contract will apply hereto. The Contractor acknowledges and agrees that by executing this change order he foregoes all rights and privileges of acquiring any additional compensation for any known or unknown claims of any type or nature, to include but not be limited to, any additional work, delays, extended office overhead, design omissions, changed site conditions, or any oral directions as of the date of the execution of this change order.

GRAY & OSBORNE, INC.
(RECOMMENDED)

Jim DeMa

Date 10/1/2024

**NORTHWEST STRIPING
& SEALING, LLC**
(ACCEPTED)

Chase Webster

Date 10-1-24

CITY OF SELAH
(ACCEPTED)

Date _____



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 10/8/2024
Agenda Number: 10F

Action Item

Title: Resolution Authorizing the Mayor to Sign a Six-Page Agreement with Solarity Credit Union for Sponsorship of One Softball Field at Carlon Park

From: Rich Huebner, City Administrator

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: No expenditure of City funds will occur. The City will receive an annual payment of \$5,000.00 from Solarity for an indefinite period of time, unless and until either party terminates the Agreement.

Funding Source: N/A

Background/Findings/Facts: In 2023, Solarity Credit Union contacted the City to inquire about the possibility of sponsoring youth sports programs and/or sports fields in the City. Public Works Director Rocky Wallace met with executive and marketing staff with Solarity, from which a desire by Solarity to sponsor a softball field at Carlon Park was presented. A general outline of the proposed sponsorship, as presented by Solarity to the City, was:

- \$5,000 a year for sponsorship of the field;
- Scoreboard signage;
- Square field signage in the area above home plate (in line with what the other fields have); and
- A 8x6 banner sign on the roadway fence across from Solarity's Selah branch location.

The previous City Administration found this proposal acceptable, and informed Solarity that placement of the roadway fence banner would require a variance under the City's zoning laws.

Solarity submitted a variance application on June 28, 2024, and a public hearing was conducted by Hearing Examiner Patrick Spurgin on August 15, 2024. On August 31, 2024, the Hearing Examiner issued a determination granting the requested variance.

On August 7, 2024, in anticipation of the Hearing Examiner's decision, Solarity Credit Union signed the six-page proposed Agreement Between Solarity Credit Union and City of Selah that had been previously drafted by the City Attorney.

Via the instant AIS and accompanying proposed Resolution, City staff is seeking the City Council’s approval for the Mayor to sign the Agreement – so that the parties’ relationship can be formalized and can commence.

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:
08/15/2024	Public Hearing conducted by the Hearing Examiner
08/31/2024	Hearing Examiner issues determination granting requested variance

RESOLUTION NO. 3155

RESOLUTION AUTHORIZING THE MAYOR TO SIGN A SIX-PAGE AGREEMENT WITH SOLARITY CREDIT UNION FOR SPONSORSHIP OF ONE SOFTBALL FIELD AT CARLON PARK

WHEREAS, in 2023 Solarity Credity Union contacted the City regarding its desire to sponsor youth sports and/or youth sports fields in Selah; and

WHEREAS, after City staff met with executive and marketing staff from Solarity, a proposal was received by the City, from Solarity, for a potential sponsorship of a softball field at Carlon Park; and

WHEREAS, the proposal included, among other things, the placement of a Solarity banner on the Carlon Park roadway fence, and for such placement to occur a variance would have to be obtained under the City's zoning laws; and


WHEREAS, Solarity submitted the necessary variance request, a public hearing was held before the Hearing Examiner, and the variance was approved by the Hearing Examiner; and

WHEREAS, City staff has drafted a six-page proposed Agreement Between Solarity Credit Union and City of Selah that would, if approved, memorialize the parties' arrangement including that Soliarty will pay \$5,000.00 annually to the City in exchange for Solarity's exclusive sponsorship of a field at Carlon Park; and

WHEREAS, the City Council finds good cause to enter into the written agreement with Solarity;

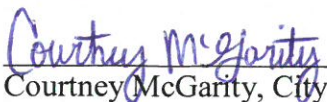
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON that the City Council does hereby authorize the Mayor to sign the six-page Agreement in the form appended hereto.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 8th day of October, 2024.




Roger Bell, Mayor

ATTEST:



Courtney McGarity, City Clerk

APPROVED AS TO FORM:



Rob Case, City Attorney

**AGREEMENT BETWEEN
SOLARITY CREDIT UNION AND CITY OF SELAH**

This contractual Agreement Between Solarity Credit Union and City of Selah (this or the “Agreement”) is entered into by and between the entity of Solarity Credit Union, engaged in business via uniform business identification number 601-133-813 (“Solarity” and/or the “Sponsor”) on the one part, and the municipal government entity of the City of Selah (the “City”) on the other part.

Recitals

WHEREAS, Solarity is lawfully engaged in business within the corporal limits of the City, among other locations; and

WHEREAS, the City owns, maintains and makes available for public use several sport fields, including but not limited to multiple softball fields located within Carlon Park that are used by students and sport teams of the Selah School District and also by private organization teams such as the Greater Yakima Girls Softball Association; and

WHEREAS, Solarity desires to publicly sponsor one of the City’s softball fields, so as to help defray a portion of the City’s customary maintenance expenses and to potentially allow the City to make future improvements to such softball field and/or the overall complex of softball fields; and

WHEREAS, the City is appreciative of Solarity’s willingness to sponsor a softball field and, in exchange, is willing to allow Solarity to install specific signage at the softball field that confirms Solarity’s sponsorship;

NOW THEREFORE, the parties hereby agree as follows:

Agreement

1. **Incorporation of Recitals.** The Recitals set forth above are incorporated by this reference as operative terms of this Agreement, as if each and every Recital is fully set forth within this paragraph 1.

2. **Purposes of Agreement.** This Agreement is intended (a) to grant certain sponsorship rights to Solarity, (b) to establish the obligations that Solarity will undertake and fulfill in exchange for such sponsorship rights, and (c) to enable the City to receive specified consideration from Solarity in exchange for such sponsorship rights.

3. Nature of Relationship. Solarity and the City are, and will at all times remain, separate and distinct entities. No partnership, joint venture, employer-employee relationship, and/or principal-agent relationship exists, or will exist, between Solarity and the City. Rather, the sole relationship is, and at all times will remain, a contractual relationship governed by this Agreement.

4. Grant of Sponsorship Rights. The City grants Solarity sponsorship rights as follows:

a. Named-Sponsor of Softball Field. Solarity shall be, and is, recognized as the named-sponsor of softball field number four, which is the south-east field at the softball complex in Carlon Park (the “Softball Field”).

b. Exclusivity. During the term of this Agreement, the City will not grant any concurrent, conflicting and/or additional sponsorship rights to any person(s), entity(ies) and/or organization(s) other than Solarity (a “Third-Party” or “Third-Parties”) that would legally establish or factually imply that any Third-Party is also a named-sponsor of the Softball Field and/or is the sole named-sponsor of the Softball Field. Rather, Solarity (and Solarity’s future successor entity, if any) shall have, and will have, exclusive status as the sole named-sponsor of the Softball Field during the term of this Agreement.

c. Signage. Solarity may purchase, install and maintain the following signs at and near the Softball Field, provided however that no installation or replacement of a sign shall occur until after the City’s Public Works Director or a designee has confirmed that the size, style, content and installation method of the sign(s) are consistent with the terms of this Agreement:

i. Backstop Sign. One (1) banner-style sign on the backstop of the Softball Field, which shall be made of fabric or canvas (rather than wood or metal), shall utilize a mesh construction or include wind vents (rather than being solid or vent-less), shall be one-sided (rather than two-sided), shall face toward the crowd (rather than toward the field), shall be of an equivalent size to the presently-existing Bill Harris Used Cars sign that is located on the backstop of the softball field that is the north-west field at the softball complex, and shall be located at an equivalent location on the backstop of the Softball Field as the presently-existing Bill Harris Used Cars sign that is located on the backstop of the softball field that is the north-west field at the softball complex (the “Backstop Sign”).

ii. Scoreboard Sign. One (1) sign inserted into the scoreboard for the Softball Field, which shall be made of plastic or composite and shall be sized to properly fit the space/location in the scoreboard (the “Scoreboard Sign”).

iii. Roadway Fence Sign – If a Variance is Granted. Selah Municipal Code (SMC) section 10.38.050(3) prohibits any sign from being affixed to a City-owned fence. However, the City’s Hearing Examiner is empowered – via SMC 10.38.220 and 10.30.030 – to grant a “variance” as to such prohibition if certain conditions are satisfied. The City understands that Solarity desires a sign on the roadway fence that borders Carlon Park, which can be seen by pedestrians and vehicular traffic along North Wenas Road. If Solarity chooses to submit a written request for a variance, City staff will support such request so long as the request seeks approval for the following: one (1) banner-style sign, which shall be made of fabric or canvas (rather than wood or metal), shall utilize a mesh construction or include wind vents (rather than being solid or vent-less), shall be one-sided (rather than two-sided), shall face toward the roadway of North Wenas Road (rather than toward the field or crowd), shall be located at or near leftfield of the Softball Field, and which shall be no larger than eight (8) feet wide and six (6) feet tall (the “Roadway Fence Sign”). If the Hearing Examiner grants a variance, then Solarity shall be allowed to install a Roadway Fence Sign consistent with and subject to the specifics of the variance and the provisions of this Agreement.

5. Annual Fee. Solarity shall pay to the City, without necessity of demand or invoice from the City, annual payments of five thousand dollars (\$5,000.00) each during the term of this Agreement. The first annual payment (for 2024) shall be delivered no later than April 30, 2024. Each successive annual payment (for 2025, 2026, etc.) shall occur no sooner than January 1st and no later than January 31st of the corresponding year. If the term of this Agreement is ever terminated, no annual payment or pro-rata portion thereof shall be required from Solarity for January and/or February of the calendar year in which termination occurs. If the term of this Agreement is ever terminated, no refund or partial refund shall be required from the City if Solarity has already paid the annual payment or any portion thereof for the calendar year in which termination occurs.

6. Term of Agreement. This Agreement shall become effective following the parties’ mutual approvals and executions, and it shall continue in force and effect indefinitely unless and until, if ever, termination is effectuated by one party or both parties, or, unless and until, if ever, a court of competent jurisdiction or auditing agency directs the parties to terminate this Agreement.

7. Termination by Solarity (on any basis). Commencing immediately, Solarity shall have the unlimited and continuing discretion to serve a written Notice of Termination to and upon

the City without necessity of any breach(es) of contract by the City or other cause(s), and, if Solarity does so, then the term of this Agreement shall automatically terminate effective as of the date of service of the Notice of Termination.

a. Other Notice(s) Allowed. The preceding paragraph 7 shall not restrict Solarity's right to serve any other type of written notice to and upon the City, such as a Notice of Breach and Demand for Cure or a Notice of Potential Termination.

8. Termination by the City.

a. Due to Non-Payment(s). Commencing immediately, the City shall have the unlimited and continuing discretion to serve a written Notice of Potential Termination to and upon Solarity that specifies one or more alleged non-payment(s) of monies owed by Solarity, that demands a full cure (without monetary interest, costs or attorneys' fees) from Solarity by a specified deadline (which deadline shall be no sooner than thirty (30) calendar days after service of such Notice of Potential Termination), and that indicates that the term of this Agreement will automatically terminate on such specified deadline without necessity of any additional notice by the City if Solarity does not timely cure or the City does not agree in writing that nothing needs to be cured.

b. Due to Other Breach(es). Commencing immediately, the City shall have the unlimited and continuing discretion to serve a written Notice of Potential Termination to and upon Solarity that specifies one or more alleged breach(es) of contract (other than non-payment(s) of money) committed or allowed by Solarity, that demands a full cure from Solarity by a specified deadline (which deadline shall be no sooner than thirty (30) calendar days after service of such Notice of Potential Termination), and that indicates the term of this Agreement will automatically terminate on such specified deadline without necessity of any additional notice by the City if Solarity does not timely cure, or if the City does not agree in writing that nothing needs to be cured, or if Solarity does not commence a lawsuit seeking (at a minimum) to prohibit termination.

c. By Choice. Commencing on November 1, 2029 and continuing thereafter, the City shall have the unlimited and continuing discretion to serve a written Notice of Termination to and upon Solarity without necessity of any breach(es) of contract by Solarity or other cause(s), and, if the City does so, then the term of this Agreement shall automatically terminate at the conclusion of the calendar year for which Solarity has already paid the applicable annual fee. For instance, if a Notice of Termination is served by the City on January 15, 2030 but Solarity has already paid the annual fee for 2030 prior to the Notice of Termination being served, then the term of this Agreement shall terminate at 11:59 p.m., on December 31, 2030; and, by contrast, if a Notice of Termination is served by the City on December 10, 2029, then the term of this Agreement shall terminate at 11:59

p.m. of December 31, 2029 because – according to paragraph 5 above – Solarity is required to pay the annual fee for each calendar year during January of such year and, thus, 2029 will be the final year for which Solarity has already paid the annual fee (and Solarity will not yet have been able to pay the annual fee for 2030).

8. Removal of Signs Upon Termination. If the term of this Agreement is ever terminated, Solarity shall within ten (10) calendar days – and without necessity of demand by the City – remove all signs. If Solarity fails to do so, Solarity shall be deemed to have abandoned the signs and Solarity shall owe the City a financial penalty of five hundred dollars (\$500.00) to defray the City’s resultant employee time and incurred expenses to effectuate removal and disposal of the signs.

9. No Consequential Damages. In the event of any actual, alleged and/or threatened breach(es) of contract by City, Solarity shall have no entitlement to seek or recover any consequential damages on any basis, claim and/or theory including, but not limited to, any lost or diminished advertising benefits, any lost or diminished business opportunities, and/or any lost or diminished revenues or profits.

10. Restriction on Assignment. Solarity shall not fully or partially assign its position under this Agreement without prior written approval from the City, which approval shall not be unreasonably withheld.

11. Savings in Event of Partial Invalidity. In the event that any aspect of this Agreement is adjudged by a court of competent jurisdiction or determined by an auditing agency to be invalid or improper, such portion of the Agreement shall be severed and the remainder shall, if possible, remain in full force and effect.

12. Indemnification. Solarity agrees to hold harmless, indemnify and defend at Solarity’s own immediate and continuing burden and expense with a lawyer of the City’s choice, the City and its officers, officials, agents, employees, departments, contracting parties, risk pools, and/or insurers from, against and with respect to any and all claims, demands, damages, awards, fines, penalties, losses, suits, actions, judgments and costs – including but not limited to costs and attorney’s fees, and claims by Solarity itself and/or its own employees or agents of any kind including but not limited to worker’s compensation claims or industrial insurance claims – that in any degree arise out of, relate to, are caused by, stem from, and/or are connected with any Solarity action, inaction, omission, process, practice, and/or decision. Solarity’s responsibility under this paragraph 11 shall survive termination of the term of this Agreement.

13. Entire Agreement. The written provisions of this Agreement constitute the entire contractual agreement between Solarity and the City.

14. Notices. Any written notice by a party to another party may be validly served via hand-delivery to a duly-authorized agent of the recipient party, via physical mail sent to a duly-authorized agent of the recipient party, and/or via email to a designated email account for a duly-authorized agent of the recipient party. The parties’ initial respective duly-authorized agents, mailing addresses and designated email accounts are as follows:

City: City of Selah
ATTN: Mayor, Roger Bell
ATTN: City Administrator, Rich Huebner
City Hall
115 West Naches Avenue
Selah, WA 98942
Email: roger.bell@selahwa.gov
Email: rich.huebner@selahwa.gov

Solarity: ATTN: David Eldred
110 North 5th Avenue
Yakima, WA 98902
MarketingGroup@solaritycu.org

a. Changes and Updates. Either party may specify additional and/or alternate duly-authorized agents, mailing addresses and/or designated email accounts by providing notice to the other party. In addition, the City’s duly-authorized agents and designated email accounts shall automatically change and be updated – without necessity of an effectuating notice – whenever one or more of the City’s previously-identified agents is replaced by a successor.

15. Cooperation and Appreciation. The parties agree to cooperate with one another. The City hereby expresses its sincere and significant appreciation for Solarity’s willingness to sponsor the Softball Field.

CITY OF SELAH (“City”)

By: _____ Dated: _____
Roger Bell, Mayor
(following authorization and approval by the City Council)

SOLARITY CREDIT UNION (“Solarity” or “Sponsor”)
UBI No. 601-133-813

By:  _____ Dated: 8/7/2024 | 10:34 AM PDT
David Eldred, Solarity



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 10/8/2024
Agenda Number: 10G

Action Item

Title: Resolution Accepting the Proposal from CivicPlus for Digital and Customer Service Software Solutions, and Authorizing the Mayor to Negotiate and Execute a Contract at an Amount Not to Exceed the Approved Proposal.

From: Rich Huebner, City Administrator

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: \$60,684 for implementation and initial one-year term, all of which will be covered by American Rescue Plan Act (ARPA) funds that the City possesses and has not yet allocated. Thereafter, Annual Recurring Services costs of \$39,392 per year. Nearly \$31,000 of the second-year costs will also be covered by ARPA funds. The balance of the second-year costs, and the costs for other future years, will be paid from general fund (a/k/a current expense) monies.

Funding Source: 001 General Fund

Background/Findings/Facts: At its Workshop Meeting on March 5, 2024, the City Council identified improved communication and public outreach as one of its top priorities. Included in specific examples and ideas discussed was an improved online presence to make the City more accessible to its citizens.

In the intervening months, the Mayor, City Administrator, and selected staff members have held meetings with and reviewed proposals from multiple vendors, and are now recommending CivicPlus as the preferred vendor. Included in the recommended package are five products, all provided by CivicPlus:

- New Website
- NextRequest Public Records Software
- Archive Social – Social Media Archiving
- CivicRec Parks & Recreation Software
- Agenda and Meeting Management Software

During the Study Session, staff will provide a presentation with an overview of each platform and the cost breakdown of each. The total cost of implementation and initial one-year term is \$60,684,

which will be covered in full by ARPA funds. The Annual Recurring Services cost is \$39,392, of which \$30,981 can also be covered by ARPA funds. In order to ensure ARPA funds can be used for this project, a contract with CivicPlus must be executed by December 31, 2024, which will accomplish the ARPA requirement of encumbering the funds.

As of the writing of this AIS, there is \$99,254.83 in ARPA funds remaining. The remaining funds are from the \$150,000 that had been allocated by the City Council to City Hall improvements. From that allocation, approximately \$5,000 was deducted for roof repairs, and approximately \$7,500 has been earmarked for painting of the physical building and crack sealing the parking lot, resulting in \$30,913.83 that can be dedicated toward the Annual Recurring Services for the second year of CivicPlus product usage.

As the City is conducting strategic planning for its facilities and evaluating the future location of City Hall, the administration has decided the best option for the investment of the \$150,000 of APRA funds earmarked for City Hall is in technology improvements.

The Annual Recurring Services will be offset by approximately \$15,000 in cost savings from the replacement of current providers. Those savings include a minimum of \$11,000 that the City has been paying for ActiveNet (which will be replaced by CivicRec), approximately \$1,000 of the annual total that the City has been paying to the City of Yakima's IT Department for managing the City's website (because the scope of work by Yakima's IT Department will decrease), and approximately \$1,500 that the City has been paying to PageFreezer for social media archiving (because PageFreezer will no longer be needed).

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:
08/15/2024	Public Hearing conducted by the Hearing Examiner
08/31/2024	Hearing Examiner issues determination granting requested variance

RESOLUTION NO. _____

RESOLUTION ACCEPTING A PROPOSAL FROM CIVICPLUS FOR DIGITAL AND CUSTOMER SERVICE SOFTWARE SOLUTIONS, AND AUTHORIZING THE MAYOR TO NEGOTIATE AND EXECUTE A CONTRACT AT AN AMOUNT NOT TO EXCEED THE APPROVED PROPOSAL

WHEREAS, the City Council has identified improved communication and public outreach as one of its top priorities; and

WHEREAS, the Mayor, City Administrator, and selected City staff have met with and reviewed proposals from multiple vendors to improve the City's digital and online presence; and

WHEREAS, the administration is recommending CivicPlus as its preferred vendor; and

WHEREAS, CivicPlus has provided a proposal for five products that the administration believes will improve the City's digital and online presence, and make the City more accessible to its citizenry; and

WHEREAS, the City Council finds good cause to accept the proposal from CivicPlus and to authorize the Mayor to negotiate and execute a contract with CivicPlus;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON that the City Council hereby accepts the proposal from CivicPlus and authorizes the Mayor to negotiate and execute a contract at an amount not exceed the approved proposal.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 8th day of October, 2024.

Roger Bell, Mayor

ATTEST:

Courtney McGarity, City Clerk

APPROVED AS TO FORM:

Rob Case, City Attorney



CivicPlus

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:
Date:
Expires On:

Statement of Work
Q-60083-1
12/15/2023 2:04 PM
10/31/2024

Client:
City of Selah, WA

Bill To:
Selah WA - CivicEngage

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Becky White	(785) 370-2504	bwhite@civicplus.com		Net 30

Discount(s)

QTY	PRODUCT NAME	DESCRIPTION	DISCOUNT %	TOTAL
1.00	CivicRec Year 1 Annual Fee Discount	Bundled Discount - 50% Year 1 - CivicRec	0	USD -2,250.00
1.00	Accessibility Year 1 Annual Fee Discount	Bundled Discount - 50% Year 1 - CivicRec Audio Eye	0	USD -750.00
1.00	AMM: Year 1 Annual Fee Discount	Bundled Discount - 50% Year 1 - AMMS	0	USD -2,650.00
1.00	ArchiveSocial Year 1 Annual Fee Discount	Bundled Discount - 50% Year 1 - ArchiveSocial	0	USD -2,094.00
1.00	NextRequest Year 1 Annual Fee Discount	Bundled Discount - 50% Year 1 - NextRequest	0	USD -5,394.00

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION	DISCOUNT %	TOTAL
1.00	Premium Implementation - CivicEngage	Premium Implementation	0	USD 12,635.00
94.00	Content Development - 1 Page - CivicEngage	Content Development - 1 Page - CivicEngage	0	USD 3,760.00
6.00	New Customer System Training (3h, virtual) - Web Central	CivicEngage System Training - Virtual, Up to 3 Hours, up to 12 Attendees	0	USD 4,500.00
1.00	CivicPlus Mobile Implementation - CivicEngage Central	Configure, build and deploy iOS/Android apps with customized assets	100	USD 0.00

QTY	PRODUCT NAME	DESCRIPTION	DISCOUNT %	TOTAL
1.00	CivicRec Premium	Premium Package -Project Coordination -Branded Public Portal -Help Center Access -Access to Live Project Support -Named Implementation Consultant	0	USD 3,885.00
4.00	CivicRec Virtual Training (Half Day Block)	Training (Virtual) - half day, up to 4 hours	0	USD 3,000.00
1.00	CivicRec Virtual Consulting (Half Day Block)	Consulting (Virtual) - half day, up to 4 hours	0	USD 750.00
1.00	CivicRec Pay Implementation - Forte	Includes setting CivicPlus Pay configuration, configuring CivicPlus products for accepting payments, advanced troubleshooting with our partner's support.	100	USD 0.00
1.00	AMM Select: Pro Premium Implementation	Pro Premium Implementation; Includes config. of up to 10 meeting types, up to 10 boards, 1 approval workflow per meeting type, 4 hrs of training, and 2 hrs of consulting; Includes 1 original agenda, 1 original minutes, and 1 original staff report design	0	USD 3,900.00
1.00	ArchiveSocial Provisioning Fee - Economy	ArchiveSocial Account Activation and Setup	0	USD 500.00
1.00	NextRequest Standard Implementation	NextRequest Standard Implementation (Virtual Only)	0	USD 1,500.00

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION	DISCOUNT %	TOTAL
1.00	Annual - CivicEngage Central	Annual - CivicEngage Central	0.0000	USD 3,853.00
1.00	Hosting & Security Annual Fee - CivicEngage Central	Hosting & Security Annual Fee - CivicEngage Central	0.0000	USD 1,188.00
1.00	DNS Hosting for .GOV – Annual Fee	DNS Hosting for .GOV – Annual Fee	0.0000	USD 75.00
1.00	AudioEye Managed	AudioEye Managed: URL	27.9712	USD 3,000.00
1.00	CivicEngage CivicPlus Mobile Base App	Proprietary CP Mobile app shell, API management	29.9720	USD 2,000.00
1.00	CivicPlus Mobile - CivicEngage Central	A CivicEngage Central integration, which includes standard mobile relevant modules	29.9720	USD 3,000.00
1.00	CivicRec Annual Fee	CivicRec Annual Fee	0.0000	USD 4,500.00

QTY	PRODUCT NAME	DESCRIPTION	DISCOUNT %	TOTAL
1.00	CivicRec AudioEye Enterprise	AudioEye Enterprise for CivicRec	40.0000	USD 1,500.00
1.00	CivicRec Pay Annual Fee - Forte	CivicRec Pay Annual maintenance and support fee	100.0000	USD 0.00
1.00	AMM Select: Pro Annual Fee	AMM Select: Pro Annual Fee	0.0000	USD 5,300.00
1.00	ArchiveSocial Economy	Social Media Archiving Subscription - Up to 12 Accounts & Up To 1.6k Records Per Month	0.0000	USD 4,188.00
1.00	NextRequest Standard	NextRequest Standard with up to 10 Admin-Publisher Users and 2TB of Storage	0.0000	USD 10,788.00

List Price - Initial Term Total	USD 88,627.00
Total Investment - Initial Term	USD 60,684.00
Annual Recurring Services (Subject to Uplift)	USD 39,392.00

Initial Term	12 Months
Initial Term Invoice Schedule	70% invoiced at signing and 30% invoiced 6 months from signing or completion of implementation of Services if earlier

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"), By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)



Selah City Council
 Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 10/8/2024
 Agenda Number: 13A

Action Item

Title: Resolution Authorizing the Mayor, the Municipal Judge and/or City Staff to Sign an Interlocal Agreement with the Yakima County District Court Regarding Probation Services and also an Agreement Extension Document

From: Rich Huebner, City Administrator

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: The new Interlocal Agreement will impose higher fees on the City than the City has paid in past years. The fiscal impact of those higher fees will be accounted for within the forthcoming 2025 budget.

Funding Source: General Fund, 001

Background/Findings/Facts: The City has, for a period of years, obtained probation services for defendants/offenders on criminal cases at the City’s municipal court from the Yakima County District Court. Such services have been obtained via one or more written contracts/agreements, which specify the applicable monetary rates that the City must pay to the Yakima County District Court.

To enable the parties’ relationship to continue, the Yakima County District Court has drafted two documents: (1) a nine-page Yakima County District Court Probation Services Interlocal Agreement and (2) a two-page Agreement Extension Document. Copies are submitted with the instant AIS.

The terms of both documents are acceptable to City staff, and City staff hereby seeks approval for the Mayor, the Municipal Judge and/or City staff to sign the documents.

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

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

Date:	Action Taken:

RESOLUTION NO. 3156

RESOLUTION AUTHORIZING THE MAYOR, THE MUNICIPAL JUDGE AND/OR CITY STAFF TO SIGN AN INTERLOCAL AGREEMENT WITH YAKIMA COUNTY DISTRICT COURT REGARDING PROBATION SERVICES AND ALSO AN AGREEMENT EXTENSION DOCUMENT

WHEREAS, the City has, for a period of years, obtained probation services for defendants/offenders on criminal cases at the City's municipal court from the Yakima County District Court; and

WHEREAS, such services have been obtained via one or more written contracts/agreements, which specify the applicable monetary rates that the City must pay to the Yakima County District Court; and

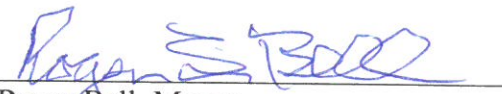
WHEREAS, to enable the parties' relationship to continue, the Yakima County District Court has drafted two documents: (1) a nine-page Yakima County District Court Probation Services Interlocal Agreement and (2) a two-page Agreement Extension Document; and

WHEREAS, the terms of both documents are acceptable to City staff, and City staff has sought approval for the Mayor, the Municipal Judge and/or City staff to sign the documents; and

WHEREAS, the City Council finds that good cause exists;

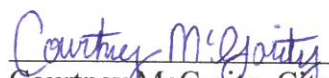
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor, the Municipal Judge and/or City staff are each and all hereby authorized to sign the nine-page and two-page documents in the forms appended hereto.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 8th day of October, 2024.



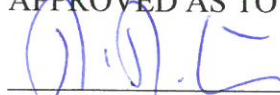
Roger Bell, Mayor

ATTEST:



Courtney McGarity, City Clerk

APPROVED AS TO FORM:



Rob Case, City Attorney

Yakima County District Court Probation Services Interlocal Agreement City of Selah

THIS PROBATION SERVICES INTERLOCAL AGREEMENT (“Agreement”) is entered into by and between the City of Selah (“City”), a Washington State municipal corporation and its Municipal Court (“Municipal Court”); and the County of Yakima (“County”) a Washington State political subdivision and its District Court (“District Court”) under the authority and in conformance with RCW 39.34, the Interlocal Cooperation Act.

WHEREAS, The purpose of this Agreement is to set forth the terms and conditions upon which the parties agree to continue Probation Services and to enumerate other related provisions that contribute to their mutual benefit.

WHEREAS, This Agreement is established pursuant to RCW 39.34.180(6). Additionally, ARLJ 11 provides that the “... Method of providing these services (referring to probation supervision) shall be established by the presiding judge for the local court to meet the specific needs of the court.” Each court shall continue to have exclusive original jurisdiction of all criminal law violations committed within the jurisdiction of that court as authorized by statute or ordinance.

NOW, THEREFORE, in consideration of mutual promises and conditions contained herein, the parties hereto mutually agree as follows:

1. **DURATION**: This Agreement shall be effective from January 1, 2025, and shall remain in effect until midnight on December 31, 2029. This Agreement shall automatically renew annually after the initial four-year term expiring on December 31, 2029, subject to the **TERMINATION** clause herein.

2. **COMPENSATION**: No later than September 1 of each year the County shall provide the City with the anticipated cost for supervision services for the upcoming year. The County will bill the City quarterly. The determination of cost to the City will consist of a caseload calculation, expense calculation and revenue calculation.

A. Caseload Calculation:

The caseload calculation consists of the 4-year daily average number of cases referred to the County for supervision divided into the total number of cases supervised by Probation Services over those four years to obtain a caseload percentage.

Case count adjustments will be made for those probationers supervised by the Behavioral Health Supervision Unit (BHSU) which is fully funded by the Mental Health Sales Tax. Probationers who are court ordered by the City to be supervised by Probation Services, and who are screened by the County and determined to be appropriate for BHSU will not be included in the daily average cases. Additionally, should Probation Services build out additional programs that are fully funded by other sources, the cases assigned to these programs would not be included in the daily average cases.

For the 2025 budget and all future cost determinations, the caseload calculation is as follows:

For 2024 the daily average case count is projected through the end of year using data through July of 2024. For the 2026 budget calculation which would be prepared in September of 2025, we would “true up” the 2024 daily average case count with the actual daily average case count. Based on four years of daily case count data, the total daily case count for active cases is 129. The total department daily case count for the same four years is 7295. The City’s caseload represents 1.77% of the department caseload (129/7295).

2025

Daily Average Cases - 7295	
2021 Daily Average Cases	13
2022 Daily Average Cases	34
2023 Daily Average Cases	43
2024 Daily Average Cases(Projection based on cases thru August)	39
Total Average	129
% of Total Average Cases	1.77%

B. Expense Calculation:

Each year the County develops an expense budget for Probation Services that is reflective of all operating costs. To calculate the City’s portion of the expense budget, we use the total projected operating expense for the incoming year, multiplied by the caseload calculation percentage. For 2025 the projected expense budget is detailed below and totals \$1,685,242.00.

If there are dedicated grants or other revenue sources that are received by Probation Services, those would be deducted proportionately from the total expense budget. For 2025, we expect to receive \$52,061 in revenue from Mental Health Sales Tax

money that supports a Probation Officer participating on the Mental Health Court team. And we expect to receive \$10,000 in Alcohol Excise Tax funds to offset the costs related to drug screens. The total expense budget would be reduced by \$62,061 and an adjusted expense budget of \$1,623,242.00. I would note that none of the expenses related to the BHSU is included in the expense budget.

Expenditures		
Spend Category	Description	2025 Actual Expenses
1001	Salaries & Wages	1,321,921.00
1002	Salaries--Overtime	3,500.00
2002	Benefits	
Total Salary and Benefits		1,325,421
3106	Operating Supplies	500.00
3101	Office Supplies	10,000
3104	Print Items	2,500
3135	Water for Customers	1,500
3501	Big Electronica Equipment & Office Phones	1,500
3590	Small & Attractive	2,000
3107	Training Supplies	2,000
Total Supplies		17,500
4111	Interpreter Services	500
4101	Contracts Consulted	1000
4118	Audit Costs	1,000
4125	Indirect Costs Internal	21,346
4182	Drug Screening	10,000
4184	Messenger Service	750
4191	Purchasing Services Internal	1,051
4192	Technology Services Internal	137,851
4199	Dept. of Security Internal	42,998
4202	Postage	2,500
4301	Travel Employee	2,500
4401	Advertising Newspapers	500
4504	Interfund Facility	58,433
4690	Insurance-Interfund	25,453
4911	Training Tution	15,000
4902	Dues	1,500
4110	Software Agreements	15,000
4890	Repair and Maintenance	5,000
OTHER SERVICES & CHARGES		342,382
101 Probation Expenditures		1,685,303
Less Grant Funds:		
BOCC - Alcohol Excise Tax Drug Screenshot		(10,000)
Mental Health Court - Mental Health Sales Tax		(52,061)
		1,623,242.00

C. Revenue Calculation:

Like the 4-year daily average case calculation, we use a 4-year average of revenue to set an expected amount for the year in which we are budgeting. The 2024 amount is a projection that we would “true up” for the projected 2026 budget. For 2025, we anticipate receiving \$19,330.02 in revenue from City probationers.

Revenue Collection:	
2021	\$15,864.14
2022	\$15,776.36
2023	\$18,174.91
2024 (Projection based on rev thru August)	\$27,504.66
4 Year Average Revenue Collection	\$19,330.02

The final step in the budget calculation is to subtract the revenue calculation from the expense calculation.

2025

Daily Average Cases -Active 7295	
2021 Daily Average Cases	13
2022 Daily Average Cases	34
2023 Daily Average Cases	43
2024 Daily Average Cases(Projection based on cases thru August)	39
Total Average	129
% of Total Average Cases	1.77%
2025 Budget	\$1,623,242.00
City of Selah Cost	\$28,704.35
Revenue Collection:	
2021	\$15,864.14
2022	\$15,776.36
2023	\$18,174.91
2024 (Projection based on rev thru August)	\$27,504.66
4 Year Average Revenue Collection	\$19,330.02
2025 Total Cost to the City of Selah	\$9,374.33

For 2025, the cost to the City for supervision services is \$9,374.33.

If the projected average revenue based on the 4-year average formula exceeds expense, there will be no billing for the year in which we are budgeting. At the end of the year the County will conduct a reconciliation of the actual revenue collected and the actual daily average case count. From the reconciliation if it is determined that there is a deficit owed to the County because the revenue did not meet expense, the County will bill the City for the amount owed. If it is determined that the revenue exceeded expenses, then the County will apply the credit to the next budget year.

2. REVIEW: If the City determines during the time of this Agreement that they will no longer assess probation fees, the parties agree that the projected cost related to supervision services can be reviewed mid-agreement.

3. ADMINISTRATION: The County shall supervise the conditions of sentence imposed by the Municipal Court pursuant to the probation department's established practices and procedures. Nothing herein changes the authority of the City or probation department to determine its own practices and to follow its own procedures.

The County will coordinate a quarterly meeting with the cities who contract for supervision services to review areas of interest to the parties. (i.e caseload size, new initiatives or procedures, current case review, best practices related to community supervision etc.).

4. SUPERVISION SERVICES: The parties agree that the most effective way to continue consolidated Probation Services to reduce costs and provide better services is for District Court to continue providing probation supervision services to all individuals subject to probation supervision by order of the Municipal Court.

- a. The City shall continue to refer applicable probationers to Probation Services. However, nothing herein shall preclude the Municipal Court from conducting bench reviews in lieu of active probation on cases it deems appropriate.
- b. The County shall provide all necessary personnel, equipment, and facilities to perform the supervision services in the manner required by law and court rule. The County shall provide the City with notice of any changes that may impact the staffing and service levels applicable to City probationers.
- c. The County will supervise City probationers consistent with the judgment and sentence or other supervision order. This will include the collection of probation fees, if ordered, as the law allows.

5. NO THIRD-PARTY RIGHTS. This Agreement is entered into for the sole benefit of the District Court and the Municipal Court. It shall confer no benefits or rights, direct or indirect, on any third persons or entities. No person or entity other than the parties themselves may rely upon or enforce any provision of this Agreement. The decision to assert or waive any provision of this Agreement is solely that of each party.

6. IMPLEMENTATION. The Presiding Judge of the Municipal Court and the Presiding Judge of the District Court shall be jointly responsible for implementation and proper administration of this Agreement.

7. INDEPENDENT CONTRACTOR. The District Court and the County understand and expressly agree that the County, the District Court and its employees, officials, and agents are not City or Municipal Court employees and shall make no claim of City or Municipal Court employment nor shall claim against the City or the Municipal Court any employment benefits, social security, and/or retirement benefits.

8. COMPLIANCE WITH LAW. All parties to this Agreement shall comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of this Agreement, including Administrative Rule for Courts of Limited Jurisdiction (ARLJ) 11 regarding Misdemeanant Probation Departments.

9. LIABILITY.

- a. The City agrees to hold harmless, indemnify, and defend the County, its officers, elected officials, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including costs and reasonable attorney's fees) which result from or arise out of any intentional or negligent act or omission of the City, its officers, elected officials, employees, and agents in connection with or incidental to the performance of this Agreement.
- b. The County agrees to hold harmless, indemnify, and defend the City, its officers, elected officials, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including costs and reasonable attorney's fees) which result from or arise out of any intentional or negligent act and/or omission of the County, its officers, elected officials, employees, and agents in connection with or incidental to the performance of this Agreement.
- c. In the event that both the County and the City are negligent in a matter arising out of the activities of the parties pursuant to this Agreement, each part shall be liable for its contributory share of negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses including costs and reasonable attorney's fees.
- d. Nothing contained in this section of this Agreement shall be construed to create a liability or a right of indemnification in any third party.
- e. Notwithstanding any provision to the Agreement, the terms of this section shall survive any expiration or termination of this Agreement.

10. TERMINATION. Termination of this Agreement by either party may be accomplished upon one year's written notice of the intent to terminate to the other party. At the termination of

the Agreement, all pending probation cases, together with all relevant and necessary case files and records associated therewith, shall be transferred to the City.

11. INSURANCE. The County is insured by the Washington Counties Risk Pool. The City of Selah is insured by the Washington Cities Insurance Authority.

- a. At all times during provision of the supervision services by Probation Services for Municipal Court probationers, Yakima County shall secure and maintain in effect insurance to protect the City from and against all claims, damages, losses, and expenses arising out of or resulting from the negligent performance or non-performance of this Agreement by Yakima County officials or employees. Yakima County shall provide and maintain in force insurance in limits no less than that stated below, as applicable. The City reserves the right to require higher limits should it deem it necessary in the best interest of the public.
- b. **Commercial General Liability Insurance.** Before this Agreement is fully executed by the parties, the County shall provide the City with a certificate of insurance as proof of commercial liability insurance and commercial umbrella liability insurance with a total minimum liability limit of Two Million Dollars (\$2,000,000.00) per occurrence combined single limit bodily injury and property damage, and Two Million Dollars (\$2,000,000.00) general aggregate (per project). The policy shall include employer's liability (Washington Stop Gap). The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Agreement.
- c. **Professional Liability Coverage.** Before this Agreement is fully executed by the parties, the County shall provide the City with a certificate of insurance as proof of professional liability coverage with a total minimum liability limit of Two Million Dollars (\$2,000,000.00) per claim combined single limit bodily injury and property damage, and Two Million Dollars (\$2,000,000.00) aggregate. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide. If the policy is written on a claims made basis the coverage will continue in force for an additional two years after the completion of this Agreement.

12. INTEGRATION, SUPERSESSION AND MODIFICATION. This Agreement sets forth all of the terms, conditions and agreements of the parties relative to the subject matter hereof and supersedes any and all prior negotiations, discussions, agreements and understandings between the parties as to the subject matter hereof. There are no terms, conditions, or agreements with respect thereto, except as herein provided and no amendment or

modification of this Agreement shall be effective unless reduce to writing and executed by the parties.

13. SEPARATE LEGAL OR ADMINISTRATIVE AGENCY. No separate legal or administrative agency is created by this Agreement.

14. SEVERABILITY.

- a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties’ rights and obligations shall be construed and enforced as if the Agreement did not contain the provision held to be invalid.
- b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

15. NON-WAIVER. The waiver by the County or the City of the breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provision.

16. NOTICES. Unless stated otherwise herein, all notices and demands shall be in writing and sent to the parties to their addresses as follows:

TO CITY/MUNICIPAL COURT:	Bronson Faul, Presiding Judge City of Selah Municipal Court 115 W. Naches Ave. Selah, Wa. 98942
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TO COUNTY/DISTRICT COURT:	Alfred G. Schweppe, Presiding Judge Yakima County District Court 128 N. 2 nd Street Room 225 Yakima, Wa. 98901
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Or to such addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid or hand delivered. Such notices shall be deemed effective when mailed or hand delivered to the addresses specified above.

17. SURVIVAL. Any provision of this Agreement that imposes an obligation after termination or expiration of this Agreement shall survive the term or expiration of this Agreement and shall be binding on the parties to this Agreement.

18. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

19. BINDING AUTHORITY. As presiding judges of the heretofore mentioned courts, the parties signing hereto have the power and authority to execute this agreement for consolidation of Probation Services and to bind the City of Selah Municipal Court and the Yakima County District Court in performance thereof.

CITY OF SELAH

By: _____
Roger Bell, Mayor

Date: _____

By: _____
Bronson Faul, Judge

Date: _____

YAKIMA COUNTY

By: _____
Alfred G. Schweppe, Presiding Judge

Date: _____

Approved as to Form:

Deputy Prosecuting Attorney,
WSBA # _____
Date: _____



Yakima County District Court

128 North Second Street, Room 225

Yakima, WA 98901

Phone: (509) 574-1804

Fax: (509) 574-1801

Judges

Donald W. Engel

Brian K. Sanderson

Alfred G. Schweppe

Gary A. Hintze

Court Commissioner

Kevin Eilmes

Agreement Extension Document

This Agreement Extension Document (the "Extension") is entered into on _____, _____, 2024, by and between the City of Selah (the "City") and Yakima County (the "County"), collectively referred to as the "Parties."

Background:

1. On January 1, 2022, the Parties entered into an agreement (the "Original Agreement") for supervision services, which is set to expire on December 31, 2025.
2. On September 1, 2023, the County served the City with a notice of intent to terminate the Original Agreement pursuant to Paragraph 11 (Termination Clause) of the Original Agreement.
3. In August of 2024, the City reached out to the County to re-engage in discussions regarding the continuation of supervision services under a new agreement.
4. The County suggested that the parties delay continued discussions pending the outcome of negotiations with the City of Yakima as that would impact negotiations with the City. That negotiation has been completed and a new agreement with the City of Yakima has been reached.
5. Since September 1, 2023, the City and County have continued to perform the services and obligations outlined in the Original Agreement due to ongoing negotiations.

Agreement:

1. **Extension of Termination Notice:** The Parties hereby agree to extend the termination notice executed on September 1, 2023, to December 31, 2024.
2. **Continuation of Original Agreement:** The Parties agree that the terms of the Original Agreement executed on January 1, 2022, shall remain in full force and effect through December 31, 2024.
3. **Purpose of Extension:** This Extension is made to continue the contractual obligations of both Parties through December 31, 2024, as originally agreed to in the agreement that was effective on January 1, 2022.

4. **Effective Date:** This Extension shall be effective as of _____, _____, 2024, and shall remain in effect until December 31, 2024, unless otherwise agreed to in writing by both Parties.

Dated this _____, day of _____ 2024.

Signatures:

By signing below, the Parties acknowledge and agree to the terms of this Extension.

For the City of Selah:

Bronson Faul
Judge
Selah Municipal Court

For Yakima County:

Judge Alfred G. Schweppe
Presiding Judge
Yakima County District Court