



# SELAH CITY COUNCIL

5:30pm December 14, 2021

Each item on the Council Agenda is covered by an  
Agenda Item Sheet (AIS)

A yellow AIS indicates an action item.

A blue AIS indicates an information/non-action



## Selah City Council

### AGENDA ITEM SUMMARY

Meeting Date: 12/14/2021

Agenda Number: N-8

Action Item

**Title:** Resolution Authorizing the Mayor to sign a Washington State Transportation Improvement Board (TIB) Fuel Tax Grant Agreement 3-E-182(006)-1 for the Fremont Avenue Resurfacing Project.

**From:** Rocky D. Wallace, Public Works Director

**Action Requested:** Approval

**Staff Recommendation:** To approve the attached Resolution in the form presented

**Board/Commission Recommendation:** Not Applicable

**Fiscal Impact:** \$337,162.00 of TIB grant Funds, with \$37,463.00 City Match

**Funding Source:** Street Fund 111

**Background/Findings/Facts:** The City of Selah has received funding from the Washington State Transportation Improvement Board (TIB) for the Fremont Avenue Overlay Project. The project limits are North Fourth Street to Eleventh Street on West Fremont Avenue. TIB is awarding a maximum of \$337,162.00 with a City match of \$37,463.00. The project consists of grinding and resurface the two travel lanes, crack seal and fog seal the center turn lane.

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

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

**Date:**

**Action Taken:**

7/27/2021

Resolution No. 2860 Authorizing the mayor to sign a Transportation Improvement Board (TIB) Funding application for the 2021 Arterial Preservation Program for the Fremont Ave Resurfacing Project.

RESOLUTION NO. 2887

**RESOLUTION AUTHORIZING THE MAYOR TO SIGN A WASHINGTON STATE  
TRANSPORTATION IMPROVEMENT BOARD (TIB) FUEL TAX GRANT  
AGREEMENT 3-E-182(006)-1 FOR THE FREMONT AVENUE RESURFACING  
PROJECT.**

WHEREAS, the City of Selah has received funding from the Washington State  
Transportation Improvement Board (TIB) for the Fremont Avenue resurfacing Project; and

WHEREAS, Fremont Avenue is a major transportation corridor and serves one of Selah's  
growing residential areas; and

WHEREAS, the City wishes to plane, crack seal and overlay travel lanes on West Fremont  
Avenue from 4<sup>th</sup> street to 11<sup>th</sup> Street;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF  
SELAH, WASHINGTON, that the Mayor is authorized to sign a Washington State  
Transportation Improvement Board (TIB) Fuel Tax Grant Agreement for a maximum amount of  
\$337,162.00 with a City match of \$37,463.00 for the Fremont Avenue Resurfacing Project.

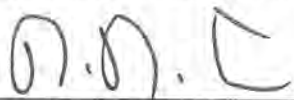
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH,  
WASHINGTON, this 14th day of December 2021.

  
\_\_\_\_\_  
Sherry Raymond, Mayor

ATTEST:

  
\_\_\_\_\_  
Dale Novobielski, Clerk Treasurer

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Rob Case, City Attorney



City of Selah  
3-E-182(006)-1  
Fremont Avenue Overlay  
4th St to 11th St

STATE OF WASHINGTON  
TRANSPORTATION IMPROVEMENT BOARD  
AND  
City of Selah  
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the Fremont Avenue Overlay, 4th St to 11th St (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Selah, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

For the project specified above, TIB shall pay 89.9999 percent of approved eligible project costs up to the amount of \$337,162, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT'S Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT'S submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as



often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

#### 5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

#### 6.0 AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

#### 7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

#### 8.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

#### 9.0 DEFAULT AND TERMINATION

##### 9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

##### 9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:



- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

### 9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

### 9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

### 10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

### 11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the maximum payable TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for all costs incurred in excess of the maximum amount payable by TIB. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the intended ratio between TIB funds and total project costs, as described in Section 1.0 of this Agreement.



#### 12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

#### 13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

#### 14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.



15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Approved as to Form  
Attorney General

By:

Signature on file

\_\_\_\_\_  
Guy Bowman  
Assistant Attorney General

Lead Agency

Transportation Improvement Board

Sherry Raymond 12-21-21  
Chief Executive Officer Date

\_\_\_\_\_  
Executive Director Date

Sherry Raymond  
Print Name

\_\_\_\_\_  
Print Name





Arterial Preservation Program (APP)  
**Approved Segment Listing**  
FY 2023 Overlay Program

**SELAH**

Street	Termini	Pavement Length	Pavement Width
<b>Fremont Avenue</b>	4th St to 11th St	<b>1,900 feet</b>	<b>36 feet</b>



## Selah City Council

### AGENDA ITEM SUMMARY

Meeting Date: 12/14/2021

Agenda Number: N-9

Action Item

**Title:** Resolution Authorizing the Mayor to sign a Washington State Transportation Improvement Board (TIB) Fuel Tax Grant Agreement P-E-182(P03)-1 for Valleyview Avenue, Third Street and Southern Avenue Improvements.

**From:** Rocky D Wallace, Public Works Director

**Action Requested:** Approval

**Staff Recommendation:** To approve the attached Resolution in the form presented

**Board/Commission Recommendation:** Not Applicable

**Fiscal Impact:** None, the normal 10% match is covered by the \$324,759.00 of City funds.

**Funding Source:** Street Fund 111

**Background/Findings/Facts:** The City of Selah requested \$400,000.00 in TIB grant funds to assist in completing sidewalk gaps and install ADA sidewalk ramps on the Valleyview Ave., South Third Street, and Southern Ave. Improvement Project. This route is heavily traveled as an alternative vehicle route to First Street, is used significantly by pedestrians, and is on the City's designation bike route. Public Works has secured Federal Surface Transportation Program (STP) funding for the widening and reconstruction of this project. The City is seeking to combine \$1,625,141.00 STP, \$400,000.00 TIB, \$645,000.00 Sewer Reserves and what was to be \$324,759.00 of City Street funds to complete the proposed improvements including the street reconstruction and sidewalk improvements. With the TIB award and sewer portion of the project, the City match for construction is reduced to \$146,875.00.

**Recommended Motion:** To approve the attached Resolution in the form presented.

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

**Date:**                      **Action Taken:**

7/27/2021                  Resolution No. 2861 Authorizing the Mayor to sign a Transportation Improvement Board (TIB) 2021 Urban Sidewalk Program Application for Valleyview Avenue, Third Street and Southern Avenue Improvements

RESOLUTION NO. 2888

**RESOLUTION AUTHORIZING THE MAYOR TO SIGN A WASHINGTON STATE  
TRANSPORTATION IMPROVEMENT BOARD (TIB) FUEL TAX GRANT  
AGREEMENT P-E-182(P03)-1 FOR VALLEYVIEW AVENUE, THIRD STREET AND  
SOUTHERN AVENUE IMPROVEMENTS.**

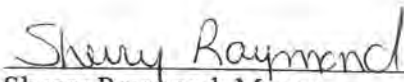
WHEREAS, the City of Selah has received funding from the Washington State Transportation Improvement Board (TIB) for the Valleyview Avenue, South Third Street, Southern Avenue Improvement Project; and

WHEREAS, the City wishes to complete sidewalk gaps and install compliant ADA sidewalk ramps on Valleyview Avenue, South Third Street, and Southern Avenue; and

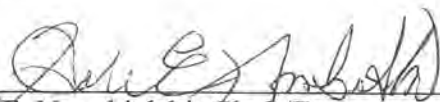
WHEREAS, the City is seeking to combine \$1,625,141 Surface Transportation Program funds, \$400,000 Transportation Improvement Board Funds and \$342,759 City funds to complete the proposed improvements including the street reconstruction and sidewalk improvements;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON that the Mayor be authorized to sign the Washington State Transportation Improvement Board (TIB) Fuel Tax Grant Agreement P-E-182(P03)-1 for Valleyview Avenue, Third Street and Southern Avenue Improvements.

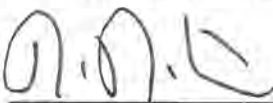
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH,  
WASHINGTON this 14th day of December 2021.

  
Sherry Raymond, Mayor

ATTEST:

  
Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:

  
Rob Case, City Attorney



City of Selah  
P-E-182(P03)-1  
Valleyview Avenue / Third Street / Southern Avenue  
S First Ave to S First Ave

STATE OF WASHINGTON  
TRANSPORTATION IMPROVEMENT BOARD  
AND  
City of Selah  
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the Valleyview Avenue / Third Street / Southern Avenue, S First Ave to S First Ave (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Selah, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

For the project specified above, TIB shall pay 37.5993 percent of approved eligible project costs up to the amount of \$400,000, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT'S Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT'S submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as



often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

#### 5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

#### 6.0 AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

#### 7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

#### 8.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

#### 9.0 DEFAULT AND TERMINATION

##### 9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

##### 9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:



- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

### 9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

### 9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

### 10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

### 11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the maximum payable TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for all costs incurred in excess of the maximum amount payable by TIB. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the intended ratio between TIB funds and total project costs, as described in Section 1.0 of this Agreement.



#### 12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

#### 13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

#### 14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.





15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 49 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Approved as to Form  
Attorney General

By:

Signature on file

\_\_\_\_\_  
Guy Bowman  
Assistant Attorney General

Lead Agency

Transportation Improvement Board

Sherry Raymond 12-21-21  
Chief Executive Officer Date

\_\_\_\_\_  
Executive Director Date

Sherry Raymond  
Print Name

\_\_\_\_\_  
Print Name



Transportation Improvement Board

# Project Funding Status Form

Agency Name: **SELAH**  
Project Name: **Valleyview Avenue / Third Street / Southern Avenue  
S First Ave to S First Ave**

TIB Project Number: **P-E-182(P03)-1**

Verify the information below and revise if necessary.  
Return to: Transportation Improvement Board • PO Box 40901 • Olympia, WA 98504-0901

## PROJECT SCHEDULE

Target Dates		
Construction Approval	Contract Bid Award	Contract Completion

## PROJECT FUNDING PARTNERS

List additional funding partners and amount.

Funding Partners	Amount	Revised Funding
SELAH	324,759	
WSDOT	0	
Federal Funding	339,091	
<b>TOTAL LOCAL FUNDS</b>	<b>663,850</b>	

Signatures are required from two different agency officials. Return the originally signed form to the TIB office.

Mayor or Public Works Director

Sherry Raymond  
Signature

12/16/21  
Date

SHERRY RAYMOND  
Printed or Typed Name

MAYOR  
Title

Financial Officer

Dale Norobielski  
Signature

12-21-21  
Date

Dale Norobielski  
Printed or Typed Name

Clerk-Treasurer  
Title

## Six Year Transportation Improvement Program From 2022 to 2027

Agency: Selah

County: Yakima

MPO/RTPO: YVCOG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
			G. Structure ID									
05	1	/ 4709(001) VALLEYVIEW AVENUE/SOUTH THIRD ST/SOUTHERN AVE/SOUTH FIRST ST Valleyview Avenue South First Street to South Third Street to Southern Ave to South First St Reconstruct and widen existing two lanes. Construct sidewalks, curb and gutter, storm drainage, and street lights.	WA-05635	06/08/21	06/08/21		2851	03	C G P T	0.650	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	CN	2023	STP(US)	1,627,736		0	420,360	2,048,096
<b>Totals</b>				<b>1,627,736</b>		<b>0</b>	<b>420,360</b>	<b>2,048,096</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
CN	0	2,048,096	0	0	0
<b>Totals</b>	<b>0</b>	<b>2,048,096</b>	<b>0</b>	<b>0</b>	<b>0</b>

## Wallace, Rocky

---

**From:** Stephen Hazzard <shazzard@hlcivil.com>  
**Sent:** Wednesday, December 1, 2021 11:14 AM  
**To:** Wallace, Rocky  
**Subject:** VV/3rd/Southern - Revised Budget 12/1/21

Good Morning Rocky,

Per your request, the following is an updated summary of the Construction Only costs:

Construction Total (Street and Sewer) =	\$2,816,975
Sewer Fund =	-\$ 645,000
STP Funds =	-\$1,625,100
TIB Funds (funded) =	<u>- \$ 400,000</u>
City Match (Street Fund) =	\$ 146,875

The only change is to the Construction Total and Sewer Fund Amount; both increased \$21,550 for the additional sewer on Eleventh, as the additional construction engineering added by task order was already included in the previous costs provided.

The ROW phase breakdown as follows:

ROW Total =	\$207,293
STP Funds =	<u>-\$173,600</u>
City Match =	\$ 33,693

I hope this helps.

Thanks,



**Stephen S. Hazzard, PE**  
HLA Engineering and Land Surveying, Inc.  
2803 River Road Yakima, WA 98902  
Office: 509-966-7000 | Cell: 509-840-4746  
[shazzard@hlcivil.com](mailto:shazzard@hlcivil.com) | [www.hlcivil.com](http://www.hlcivil.com)

*IMPORTANT: The contents of this email and any attachments are confidential. They are intended for the named recipient(s) only. If you have received this email in error, please notify the sender immediately and do not disclose the contents to anyone or make copies thereof. Warning: Although taking reasonable precautions to ensure no viruses or malicious software are present in this email, the sender cannot accept responsibility for any loss or damage arising from the use of this email or attachments. No employee or agent of HLA is authorized to conclude any binding agreement on behalf of the company with another party by email.*



# Selah City Council

## AGENDA ITEM SUMMARY

Meeting Date: 12/14/2021

Agenda Number: N-10

Action Item

**Title:** Resolution Authorizing the City Administrator to sign the approved Administrative Offer Summary's (AOS) for the Valleyview Avenue, South Third Street, Southern Avenue Improvements Project.

**From:** Rocky D. Wallace, Public Works Director

**Action Requested:** Approval

**Staff Recommendation:** To approve the attached Resolution in the form presented

**Board/Commission Recommendation:** Not Applicable

**Fiscal Impact:** TBD

**Funding Source:** Street Fund 111

**Background/Findings/Facts:** Public Works has moved into the Right of Way acquisition phase, on the Valleyview, 3rd Street to Southern Ave. reconstruction project. The City of Selah is responsible for the real property acquisition and relocation activities on projects administered by the City of Selah. Public Works is utilizing a Task Assignment, through an Interlocal Agreement, with Yakima County to perform Right-of-Way Acquisition Services. Per the City's Right of Way Procedures, Yakima County has provided the Administrative Offer Summary's (AOS) for review and approval by the City Council. The City Council must the authorize the City Administrator to sign the AOS's for the first offer to the property owner(s).

**Recommended Motion:** Move to approve the Resolution in the for 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).*

<b>Date:</b>	<b>Action Taken:</b>
7/27/2021	Resolution No. 2861 Authorizing the mayor to sign a Transportation Improvement Board (TIB) 2021 Urban Sidewalk Program Application for Valleyview Avenue, 3 <sup>rd</sup> Street and Southern Avenue improvements
6/8/2021	Resolution No. 2853 Authorizing the Mayor to sign Task Assignment through an Interlocal Agreement with Yakima County Road Right-of-Way Department (Identified below as Yakima County) to perform the Right-of-Way acquisition Services for the Valleyview-South 3rd Street-Southern Avenue Reconstruction Project.

- 6/8/2021 Resolution No. 2852 Authorizing the Mayor to sign an Interlocal Agreement between the City of Selah and Yakima County for Right-of-Way Acquisition Services for the Valleyview-South 3rd Street-Southern Avenue Reconstruction Project
- 4/23/2021 Resolution No. 2733 authorizing the mayor to sign a Supplement Agreement Number 3 with HLA Engineering and land Surveying Inc. for consultant services for the Valleyview-South 3rd Street-Southern Avenue Reconstruction Project
- 4/23/2021 Resolution No. 2732 Authorizing the Mayor to sign a Washington State Department of Transportation WSDOT Local Agreement Supplement Number 1 for the Valleyview-South 3rd Street-Southern Avenue Improvement Project

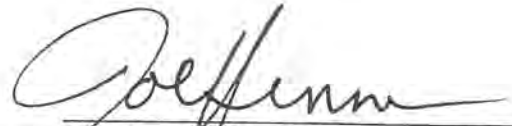
RESOLUTION NO. 2889

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO SIGN THE APPROVED ADMINISTRATIVE OFFER SUMMARY'S (AOS) FOR THE VALLEYVIEW AVENUE, SOUTH THIRD STREET, SOUTHERN AVENUE IMPROVEMENTS PROJECT.**

WHEREAS, the City of Selah wishes to approve the Administrative Offer Summary's for the Valleyview Avenue, South Third Street. Southern Avenue Improvements Project;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON that the City Administrator be authorized to sign the Administrative Offer Summary's for the Valleyview Avenue, South Third Street, Southern Avenue Improvements Project.


PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 14<sup>th</sup> day of December, 2021.

  
Joe Henne, City Administrator

ATTEST:

  
Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:

  
Rob Case, City Attorney

**Wallace, Rocky**

---

**From:** Thomas Loran <thomas.loranz@co.yakima.wa.us>  
**Sent:** Monday, November 22, 2021 1:59 PM  
**To:** Henne, Joe; Wallace, Rocky; Stephen Hazzard  
**Cc:** Taylor, Matthew; Jones, Ty; Peters, Jeff; Ted Parry; Michele Pescador  
**Subject:** AOS Packet RRSELAH-3734  
**Attachments:** Selah Third Street AOS's.pdf; Selah Third Street Data Package.pdf

Good afternoon,

Here is the AOS packet for your review.

Per your procedures (Page 6 of 10), City Council needs to approve the AOS's and then Joe signs them setting Just compensation. I will be delivering a hard copy of the packet to your office tomorrow morning.

Once Just compensation has been set, please give me a call to pick up the AOS's. Additionally, please include documentation of the council's approval of the AOS's. Signed meeting minutes will work. Once received, I will send to Terri for review. After her review and approval, we can send out offer letters.

Please let me know if you have any questions.

Thanks,

Thomas Loran  
Yakima County R/W Agent  
509-574-2335  
Thomas.loranz@co.yakima.wa.us



## EXHIBIT B

### Agency's Administrative Offer Summary (AOS)

The City of Selah, hereinafter (Agency), desiring to acquire Real Property according to 23 CFR, Part 635, Subpart C and State directives, and desiring to take advantage of the \$25,000.00 appraisal waiver process approved by the Federal Highway Administration (FHWA) for Washington State, hereby agrees to follow the procedure approved for the Washington State Department of Transportation (WSDOT) as follows:

#### Rules

- A. The Agency may elect to waive the requirement for an appraisal if the acquisition is simple and the compensation estimate indicated on the ROW Funding Estimate is \$25,000.00 or less including cost-to cure items. A True Cost Estimate shall not be used with this procedure.
- B. The Agency must make the property owner(s) aware that an appraisal has not been completed on the property for offers \$10,000 or less.
- C. The Agency must make the property owner(s) aware that an appraisal has not been completed on the property for offers over \$10,000 and up to \$25,000, and that an appraisal will be prepared if requested by the property owner(s).
- D. Special care should be taken in the preparation of the AOS as no review is mandated, the preparer needs to assure that the compensation is fair and that all the calculations are correct.

#### Procedures

- A. An AOS is prepared using comparable sales found at the time of preparation.
- B. The AOS is submitted to the City Council for approval. Upon signature a first offer to the property owner(s) is authorized.
- C. The City Administrator signs the AOS authorizing a first offer to the property owner(s).

\_\_\_\_\_  
Mayor

*Sherry Raymond*

\_\_\_\_\_  
Date

*10-4-21*

#### Washington State Department of Transportation

Approved By:

Michelle Newlean

Digitally signed by Michelle  
Newlean  
Date: 2021.10.07 09:53:25 -0700'

\_\_\_\_\_  
Local Programs Right of Way Manager

\_\_\_\_\_  
Date

## Administrative Offer Summary (AOS)

Project: Valleyview Avenue/ Third Street/ Southern Avenue Improvements

Sheets: 3 of 8 Sheets

Plan Approval Date: 01/22/2021

Revision Date: 9/10/2021

Federal Aid Number: STPUS-4709(001)

Tax Account Number: 181302-14476

Owners Name: Earl Leroy and Wanda S. Collins and Patsy Ann Collins

Property Location: 209 Southern Ave, Selah, WA

Before Area: 5,227 sq. ft.

After Area: 5,177 sq. ft.

Acquisition Area:

Fee: 50 sq ft (area)

Easement: N/A (area)

Current Use: Single-Family Residential

Zoning: R-2

Highest & Best Use:

Vacant: Two-Family Residential

Improved: N/A

Effects of Acquisition: The City of Selah will acquire 50 sq. ft. for the purposes of constructing sidewalk and curb improvements at the northeast corner of Third Street and Southern Avenue. The site is zoned R-2, Two-Family Residential, under the City of Selah and is generally level with access to all typical utilities. The acquisition area is a triangular area and improved with landscape grasses, flowers, and grass vegetation. The acquisition will not influence the property's highest and best use.

Adjustments were made for factors such as zoning, location, parcel size, shape, topography, off-site improvements, availability of utilities, and view. After adjustments, subject was bracketed by value indicators from \$44,500 to \$74,713. Considering the preceding, a land value of \$11.50/ sq. ft. is applied, as extrapolated from a total parcel land value of \$60,500.

Sales Relied On: 1, 3, 6, 7, 8 (contained in Data Package for this project dated November 16, 2021.

Subject Sold within last 5 years? No

If yes, is Sale included in Data package? N/A


If no, explain why not: N/A

### Acquisition Compensation

Fee:

<b>Land</b>		
50 sq. ft. (Area)	\$11.50 (Unit Value)	\$575.00
<b>Improvements</b>		
Landscaping: Single-family dwellings (type and size)	\$11.01 (Unit Value)	\$550.53
<b>Easement</b>		
No Easement (type and size)	\$0 (Unit Value)	\$0
<b>Damages</b>		
No Damage	\$0	\$0
Worksheet Date: 11/16/2021	<b>Total:</b>	\$1,126

Prepared By: Megan Burlingame, Commonstreet Consulting, LLC

  
Signature of Preparer

11/16/2021  
Date

1. I have no present or prospective interest in the property that is the subject of this report and I have no personal interest or bias with respect to the parties involved.
2. My compensation is not contingent on an action or event resulting from this report.
3. I affirm that the valuation problem is uncomplicated. I concur in the value estimate herein. I authorize an Administrative Offer be made in said amount as Just Compensation.

Approved By:

  
Joseph K. Henne, City Administrator

  
Signature of Authorized Signatory

12/21/2021  
Date

*This form is prepared in conformance with Federal and State policy and procedures, under the Uniform Relocation Act. It does not constitute an appraisal as defined by USPAP, nor under the definition of "appraisal" in 49 CFR 24.102(c)(2).*

## Wallace, Rocky

---

**From:** Thomas Loranz <thomas.loranz@co.yakima.wa.us>  
**Sent:** Monday, November 22, 2021 1:59 PM  
**To:** Henne, Joe; Wallace, Rocky; Stephen Hazzard  
**Cc:** Taylor, Matthew; Jones, Ty; Peters, Jeff; Ted Parry; Michele Pescador  
**Subject:** AOS Packet RRSELAH-3734  
**Attachments:** Selah Third Street AOS's.pdf; Selah Third Street Data Package.pdf

Good afternoon,

Here is the AOS packet for your review.

Per your procedures (Page 6 of 10), City Council needs to approve the AOS's and then Joe signs them setting Just compensation. I will be delivering a hard copy of the packet to your office tomorrow morning.

Once Just compensation has been set, please give me a call to pick up the AOS's. Additionally, please include documentation of the council's approval of the AOS's. Signed meeting minutes will work. Once received, I will send to Terri for review. After her review and approval, we can send out offer letters.

Please let me know if you have any questions.

Thanks,

Thomas Loranz  
Yakima County R/W Agent  
509-574-2335  
Thomas.loranz@co.yakima.wa.us

## EXHIBIT B

### Agency's Administrative Offer Summary (AOS)

The **City of Selah**, hereinafter (Agency), desiring to acquire Real Property according to 23 CFR, Part 635, Subpart C and State directives, and desiring to take advantage of the \$25,000.00 appraisal waiver process approved by the Federal Highway Administration (FHWA) for Washington State, hereby agrees to follow the procedure approved for the Washington State Department of Transportation (WSDOT) as follows:

#### Rules

- A. The Agency may elect to waive the requirement for an appraisal if the acquisition is simple and the compensation estimate indicated on the ROW Funding Estimate is \$25,000.00 or less including cost-to cure items. A True Cost Estimate shall not be used with this procedure.
- B. The Agency must make the property owner(s) aware that an appraisal has not been completed on the property for offers \$10,000 or less.
- C. The Agency must make the property owner(s) aware that an appraisal has not been completed on the property for offers over \$10,000 and up to \$25,000, and that an appraisal will be prepared if requested by the property owner(s).
- D. Special care should be taken in the preparation of the AOS as no review is mandated, the preparer needs to assure that the compensation is fair and that all the calculations are correct.

#### Procedures

- A. An AOS is prepared using comparable sales found at the time of preparation.
- B. The AOS is submitted to the City Council for approval. Upon signature a first offer to the property owner(s) is authorized.
- C. The City Administrator signs the AOS authorizing a first offer to the property owner(s).

Sherry Raymond  
Mayor

10-4-21  
Date

#### Washington State Department of Transportation

Approved By:

Michelle Newlean  
Digitally signed by Michelle Newlean  
Date: 2021.10.07 09:53:25 -07'00'

Local Programs Right of Way Manager

Date

---

*Subject Property No 1*

---

**209 Southern Ave, Selah**



❖ Facing east along Southern Avenue.



❖ Facing acquisition area at the northeast corner of Third Street and Southern Avenue.

Date of photos: 8/16/2021	Inspected By: Megan Burlingame
---------------------------	--------------------------------

Commonstreet Consulting, LLC

[www.csrow.com](http://www.csrow.com)

Project Data Package – Valleyview Avenue/ Third Street/ Southern Avenue Improvements

---

*Subject Property No 2*

---

**301 Southern Ave, Selah**



❖ Facing west along Southern Avenue.



❖ Facing acquisition area at the northwest corner of Third Street and Southern Avenue.

Date of photos: 8/16/2021	Inspected By: Megan Burlingame
---------------------------	--------------------------------

Commonstreet Consulting, LLC

[www.csrow.com](http://www.csrow.com)

Project Data Package – Valleyview Avenue/ Third Street/ Southern Avenue Improvements

## Administrative Offer Summary (AOS)

Project: Valleyview Avenue/ Third Street/ Southern Avenue Improvements

Sheets: 3 of 8 Sheets

Plan Approval Date: 01/22/2021

Revision Date: 9/10/2021

Federal Aid Number: STPUS-4709(001)

Tax Account Number: 181302-14511

Owners Name: D. Owen's Enterprises LLC

Property Location: 301 Southern Ave, Selah, WA

Before Area: 16,117 sq. ft.

After Area: 16,069 sq. ft.

Acquisition Area:

Fee: 48 sq. ft. (area)

Easement: N/A (area)

Current Use: Single-Family Residential

Zoning: R-2

Highest & Best Use:

Vacant: Two-Family Residential

Improved: N/A

Effects of Acquisition: The City of Selah will acquire 48 sq. ft. for the purposes of installing curb and sidewalk improvements at the northwest corner of Third Street and Southern Avenue. The site is zoned R-2, Two-Family Residential, under the City of Selah and is generally level with access to all typical utilities. The acquisition area is a triangular area and improved with grass vegetation and a 4' chainlink fence (to be relocated by project). The acquisition will not influence the property's highest and best use.

Adjustments were made for factors such as zoning, location, parcel size, shape, topography, off-site improvements, availability of utilities, and view. After adjustments, subject was bracketed by value indicators from \$44,500 to \$86,250. Considering the preceding, a land value of \$6.00/ sq. ft. is applied, as extrapolated from a total parcel land value of \$81,000.

Sales Relied On: 2, 3, 4, 6, 7 (contained in Data Package for this project dated November 16, 2021)

Subject Sold within last 5 years? No

If yes, is Sale included in Data package? N/A

If no, explain why not: N/A

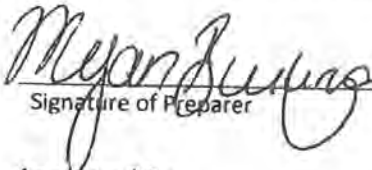
### Acquisition Compensation

Fee:

<b>Land</b>		
48 sq. ft. (Area)	\$6.00 (Unit Value)	\$288.00
<b>Improvements</b>		
Landscaping: Single-family dwellings (type and size)	\$8.27 (Unit Value)	\$397.16
<b>Easement</b>		
No Easement (type and size)	\$0 (Unit Value)	\$0
<b>Damages</b>		
No Damage	\$0	\$0
Worksheet Date: 11/16/2021		
	<b>Total:</b>	\$686



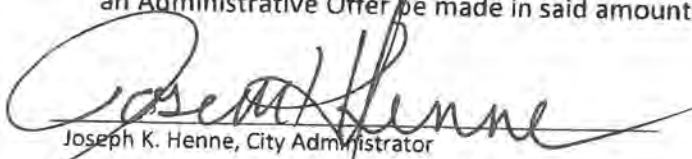
Prepared By: Megan Burlingame, Commonstreet Consulting, LLC

  
Signature of Preparer

11/16/2021  
Date

Approved By:

1. I have no present or prospective interest in the property that is the subject of this report and I have no personal interest or bias with respect to the parties involved.
2. My compensation is not contingent on an action or event resulting from this report.
3. I affirm that the valuation problem is uncomplicated. I concur in the value estimate herein. I authorize an Administrative Offer be made in said amount as Just Compensation.

  
Joseph K. Henne, City Administrator

  
Signature of Authorized Signatory

12/21/2021  
Date

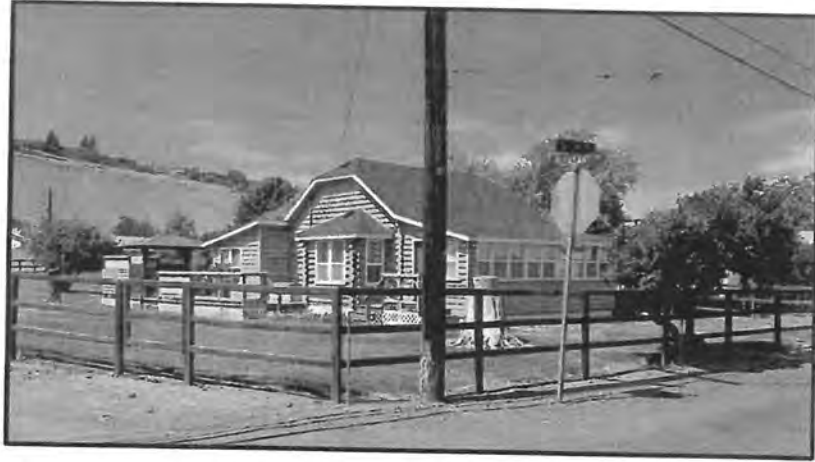
*This form is prepared in conformance with Federal and State policy and procedures, under the Uniform Relocation Act. It does not constitute an appraisal as defined by USPAP, nor under the definition of "appraisal" in 49 CFR 24.102(c)(2).*

---

*Subject Property No 3*

---

**301 Pleasant Ave, Selah**



❖ Facing northwest at the corner of Pleasant Avenue and Third Street.



❖ Facing acquisition area at the corner northwest corner of Pleasant Avenue and Third Street.

Date of photos: 8/16/2021	Inspected By: Megan Burlingame
---------------------------	--------------------------------

Commonstreet Consulting, LLC

[www.csrow.com](http://www.csrow.com)

Project Data Package – Valleyview Avenue/ Third Street/ Southern Avenue Improvements

## Administrative Offer Summary (AOS)

Project: Valleyview Avenue/ Third Street/ Southern Avenue Improvements

Sheets: 5 of 8 Sheets

Plan Approval Date: 01/22/2021

Revision Date: 9/10/2021

Federal Aid Number: STPUS-4709(001)

Tax Account Number: 181302-14439

Owners Name: Athel G. and Clara May

Property Location: 301 Pleasant Ave., Selah

Before Area: 17,860 sq. ft.

After Area: 17,563 sq. ft.

Acquisition Area:

Fee: 297 sq. ft. (area)

Easement: N/A (area)

Current Use: Single-Family Residential

Zoning: R-2

Highest & Best Use:

Vacant: Two-Family Residential

Improved: N/A

Effects of Acquisition: The City of Selah will acquire 297 sq. ft. for the purposes of constructing curb and sidewalk improvements at the northeast corner of Third Street and Pleasant Avenue. The site is zoned R-2, Two-Family Residential, under the City of Selah and is generally level with access to all typical utilities. The acquisition area is a triangular area and improved with 5' three rail split fence (to be relocated by project) and grass vegetation. The acquisition will not influence the property's highest and best use.

Adjustments were made for factors such as zoning, location, parcel size, shape, topography, off-site improvements, availability of utilities, and view. After adjustments, subject was bracketed by value indicators from \$72,594 to \$91,000. Considering the preceding, a land value of \$4.75/ sq. ft. is applied, as extrapolated from a total parcel land value of \$86,000.

Sales Relied On: 2,3,4,5,7 (contained in Data Package for this project dated November 16, 2021).

Subject Sold within last 5 years? No

If yes, is Sale included in Data package? N/A

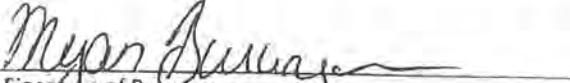
If no, explain why not: N/A

### Acquisition Compensation

Fee:

<b>Land</b>		
297 sq. ft. (Area)	\$4.75 (Unit Value)	\$1,410.75
<b>Improvements</b>		
Landscaping: Single-Family Dwellings (type and size)	\$8.27 (Unit Value)	\$2,457.41
<b>Easement</b>		
N/A (type and size)	\$0 (Unit Value)	\$0
<b>Damages</b>		
N/A	\$0	\$0
Worksheet Date: 11/16/2021	<b>Total:</b>	\$3,869

Prepared By: Megan Burlingame, Commonstreet Consulting, LLC

  
Signature of Preparer

11/16/2021  
Date

1. I have no present or prospective interest in the property that is the subject of this report and I have no personal interest or bias with respect to the parties involved.
2. My compensation is not contingent on an action or event resulting from this report.
3. I affirm that the valuation problem is uncomplicated. I concur in the value estimate herein. I authorize an Administrative Offer be made in said amount as Just Compensation.

Approved By:

  
Joseph K. Henne, City Administrator

  
Signature of Authorized Signatory

12/21/2021  
Date

*This form is prepared in conformance with Federal and State policy and procedures, under the Uniform Relocation Act. It does not constitute an appraisal as defined by USPAP, nor under the definition of "appraisal" in 49 CFR 24.102(c)(2).*

---

*Subject Property No 4*

---

**207 Pleasant Ave, Selah**



❖ Facing east at Pleasant Avenue.



❖ Facing acquisition area at the northeast corner of Pleasant Avenue and Third Street.

Date of photos: 8/16/2021	Inspected By: Megan Burlingame
---------------------------	--------------------------------

Commonstreet Consulting, LLC

[www.csrow.com](http://www.csrow.com)

Project Data Package – Valleyview Avenue/ Third Street/ Southern Avenue Improvements

## N/A Administrative Offer Summary (AOS)

Project: Valleyview Avenue/ Third Street/ Southern Avenue Improvements

Sheets: 5 of 8 Sheets

Plan Approval Date: 01/22/2021

Revision Date: 9/10/2021

Federal Aid Number: STPUS-4709(001)

Tax Account Number: 181302-14420

Owners Name: James and Donna Garner

Property Location: 207 Pleasant Ave, Selah, WA

Before Area: 9,583 sq. ft.

After Area: 9,483 sq. ft.

Acquisition Area:

Fee: 100 sq ft (area)

Easement: N/A (area)

Current Use: Single-Family Residential

Zoning: R-2

Highest & Best Use:

Vacant: Two-Family Residential

Improved: N/A

Effects of Acquisition: The City of Selah will acquire 100 sq. ft. for the purposes of installing a sidewalk at the northeast corner of Third Street and Pleasant Avenue. The site is zoned R-2, Two-Family Residential, under the City of Selah and is generally level with access to all typical utilities. The acquisition area is a triangular area and improved with a large evergreen tree. The acquisition will not influence the property's highest and best use.

Adjustments were made for factors such as zoning, location, parcel size, shape, topography, off-site improvements, availability of utilities, and view. After adjustments, subject was bracketed by value indicators from \$44,500 to \$86,250. Considering the preceding, a land value of \$7.50/ sq. ft. is applied, as extrapolated from a total parcel land value of \$73,000.

Sales Relied On: 2, 3, 4, 6, 7 (contained in Data Package for this project dated November 16, 2021.

Subject Sold within last 5 years? No

If yes, is Sale included in Data package? N/A

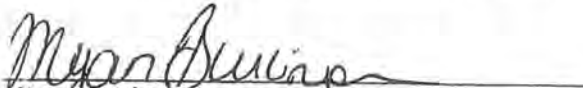
If no, explain why not: N/A

### Acquisition Compensation

Fee:

<b>Land</b>		
100 sq. ft. (Area)	\$7.50 (Unit Value)	\$750.00
<b>Improvements</b>		
Large evergreen tree	\$1,894.46 (Unit Value)	\$1,894.46
<b>Easement</b>		
No Easement (type and size)	\$0 (Unit Value)	\$0
<b>Damages</b>		
No Damage	\$0	\$0
Worksheet Date: 11/16/2021	<b>Total:</b>	\$2,645

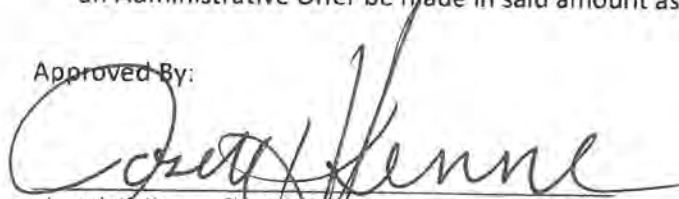
Prepared By: Megan Burlingame, Commonstreet Consulting, LLC

  
Signature of Preparer

11/16/2021  
Date

1. I have no present or prospective interest in the property that is the subject of this report and I have no personal interest or bias with respect to the parties involved.
2. My compensation is not contingent on an action or event resulting from this report.
3. I affirm that the valuation problem is uncomplicated. I concur in the value estimate herein. I authorize an Administrative Offer be made in said amount as Just Compensation.

Approved By:

  
Joseph K. Henne, City Administrator

  
Signature of Authorized Signatory

12/21/2021  
Date

*This form is prepared in conformance with Federal and State policy and procedures, under the Uniform Relocation Act. It does not constitute an appraisal as defined by USPAP, nor under the definition of "appraisal" in 49 CFR 24.102(c)(2).*

---

*Subject Property No 5*

---

**206 Pleasant Ave, Selah**



❖ Facing east at Pleasant Avenue.



❖ Facing acquisition area at the southeast corner of Pleasant Avenue and Third Street.

Date of photos: 8/16/2021	Inspected By: Megan Burlingame
---------------------------	--------------------------------

Commonstreet Consulting, LLC

[www.csrow.com](http://www.csrow.com)

Project Data Package – Valleyview Avenue/ Third Street/ Southern Avenue Improvements



## Administrative Offer Summary (AOS)

Project: Valleyview Avenue/ Third Street/ Southern Avenue Improvements

Sheets: 5 of 8 Sheets

Plan Approval Date: 01/22/2021

Revision Date: 9/10/2021

Federal Aid Number: STPUS-4709(001)

Tax Account Number: 181302-14465

Owners Name: Clyde and Ruby Alvey

Property Location: 206 Pleasant Ave, Selah, WA

Before Area: 11,761 sq. ft.

After Area: 11,627 sq. ft.

Acquisition Area:

Fee: 134 sq ft (area)

Easement: N/A (area)

Current Use: Single-Family Residential

Zoning: R-2

Highest & Best Use:

Vacant: Two-Family Residential

Improved: N/A

Effects of Acquisition: The City of Selah will acquire 134 sq. ft. for the purposes of installing a sidewalk at the southeast corner of Third Street and Pleasant Avenue. The site is zoned R-2, Two-Family Residential, under the City of Selah and is generally level with access to all typical utilities. The acquisition area is a triangular area and improved with grass vegetation and a 4' chainlink fence (to be relocated by project). The acquisition will not influence the property's highest and best use.

Adjustments were made for factors such as zoning, location, parcel size, shape, topography, off-site improvements, availability of utilities, and view. After adjustments, subject was bracketed by value indicators from \$44,500 to \$86,250. Considering the preceding, a land value of \$6.50/ sq. ft. is applied, as extrapolated from a total parcel land value of \$77,000.

Sales Relied On: 2, 3, 4, 6, 7 (contained in Data Package for this project dated November 16, 2021.

Subject Sold within last 5 years? No

If yes, is Sale included in Data package? N/A

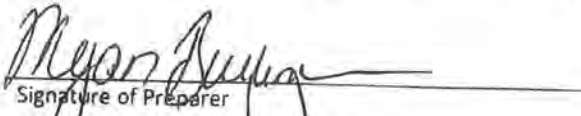
If no, explain why not: N/A

### Acquisition Compensation

Fee:

<b>Land</b>		
134 sq. ft. (Area)	\$6.50 (Unit Value)	\$871.00
<b>Improvements</b>		
Landscaping: Single-family dwellings	\$8.27 (Unit Value)	\$1,108.73
<b>Easement</b>		
No Easement (type and size)	\$0 (Unit Value)	\$0
<b>Damages</b>		
No Damage	\$0	\$0
Worksheet Date: 11/16/2021	<b>Total:</b>	\$1,980

Prepared By: Megan Burlingame, Commonstreet Consulting, LLC

  
Signature of Preparer

11/16/2021  
Date

1. I have no present or prospective interest in the property that is the subject of this report and I have no personal interest or bias with respect to the parties involved.
2. My compensation is not contingent on an action or event resulting from this report.
3. I affirm that the valuation problem is uncomplicated. I concur in the value estimate herein. I authorize an Administrative Offer be made in said amount as Just Compensation.

Approved By:

  
Joseph K. Henne, City Administrator

  
Signature of Authorized Signatory

12/21/2021  
Date

*This form is prepared in conformance with Federal and State policy and procedures, under the Uniform Relocation Act. It does not constitute an appraisal as defined by USPAP, nor under the definition of "appraisal" in 49 CFR 24.102(c)(2).*

---

Subject Property No 6

---

**502 Third St, Selah**



❖ Facing west at Riverview Avenue.



❖ Facing acquisition area at the southwest corner of Riverview Avenue and Third Street.

Date of photos: 8/16/2021	Inspected By: Megan Burlingame
---------------------------	--------------------------------

Commonstreet Consulting, LLC

[www.csrow.com](http://www.csrow.com)

Project Data Package – Valleyview Avenue/ Third Street/ Southern Avenue Improvements

## Administrative Offer Summary (AOS)

Project: Valleyview Avenue/ Third Street/ Southern Avenue Improvements

Sheets: 6 of 8 Sheets

Plan Approval Date: 01/22/2021

Revision Date: 9/10/2021

Federal Aid Number: STPUS-4709(001)

Tax Account Number: 181302-14426

Owners Name: Aubrey D. Patrick

Property Location: 502 Third Street, Selah

Before Area: 7,405 sq. ft.

After Area: 7,035 sq. ft.

Acquisition Area:

Fee: 370 sq. ft. (area)

Easement: N/A (area)

Current Use: Single-Family Residential

Zoning: R-2

Highest & Best Use:

Vacant: Two-Family Residential

Improved: N/A

Effects of Acquisition: The City of Selah will acquire 370 sq. ft. for the purposes of installing curb and sidewalk improvements at the northwest corner of Third Street and Riverview Avenue. The site is zoned R-2, Two-Family Residential, under the City of Selah and is generally level with access to all typical utilities. The acquisition area is a primarily rectangular area and improved with a 5' wood picket fence (to be relocated by project), grass vegetation, a large maple tree, and landscape plants. The acquisition will not influence the property's highest and best use.

Adjustments were made for factors such as zoning, location, parcel size, shape, topography, off-site improvements, availability of utilities, and view. After adjustments, subject was bracketed by value indicators from \$44,500 to \$74,713. Considering the preceding, a land value of \$9.00/ sq. ft. is applied, as extrapolated from a total parcel land value of \$66,000.

Sales Relied On: 1,3,6,7,8 (contained in Data Package for this project dated November 16, 2021).

Subject Sold within last 5 years? No

If yes, is Sale included in Data package? N/A

If no, explain why not: N/A

### Acquisition Compensation

Fee:

<b>Land</b>		
370 sq. ft. (Area)	\$9.00 (Unit Value)	\$3,330.00
<b>Improvements</b>		
Large Maple Tree (type and size)	\$3,061.42 (Unit Value)	\$3,061.42
Landscaping: Single-Family dwellings (type and size)	\$8.27 (Unit Value)	\$3,303.17
<b>Easement</b>		
N/A (type and size)	\$0 (Unit Value)	\$0
<b>Damages</b>		
N/A	\$0	\$0
Worksheet Date: 11/16/2021		
	<b>Total:</b>	9,695

Prepared By: Megan Burlingame, Commonstreet Consulting, LLC

  
Signature of Preparer

11/16/2021  
Date

1. I have no present or prospective interest in the property that is the subject of this report and I have no personal interest or bias with respect to the parties involved.
2. My compensation is not contingent on an action or event resulting from this report.
3. I affirm that the valuation problem is uncomplicated. I concur in the value estimate herein. I authorize an Administrative Offer be made in said amount as Just Compensation.

Approved By:

  
Joseph K. Henne, City Administrator

  
Signature of Authorized Signatory

12/21/2021  
Date

*This form is prepared in conformance with Federal and State policy and procedures, under the Uniform Relocation Act. It does not constitute an appraisal as defined by USPAP, nor under the definition of "appraisal" in 49 CFR 24.102(c)(2).*

---

*Subject Property No 7*

---

**418 Third St, Selah**



❖ Facing west at Riverview Avenue.



❖ Facing acquisition area at the northwest corner of Riverview Avenue and Third Street.

Date of photos: 8/16/2021	Inspected By: Megan Burlingame
---------------------------	--------------------------------

Commonstreet Consulting, LLC

[www.csrow.com](http://www.csrow.com)

Project Data Package – Valleyview Avenue/ Third Street/ Southern Avenue Improvements

## Administrative Offer Summary (AOS)

Project: Valleyview Avenue/ Third Street/ Southern Avenue Improvements

Sheets: 6 of 8 Sheets

Plan Approval Date: 01/22/2021

Revision Date: 9/10/2021

Federal Aid Number: STPUS-4709(001)

Tax Account Number: 181302-11495

Owners Name: Keith S. and Jamie R. Beaman

Property Location: 418 Third Street, Selah

Before Area: 10,019 sq. ft.

After Area: 9,819 sq. ft.

Acquisition Area:

Fee: 200 sq. ft. (area)

Easement: N/A (area)

Current Use: Single-Family Residential

Zoning: R-2

Highest & Best Use:

Vacant: Two-Family Residential

Improved: N/A

Effects of Acquisition: The City of Selah will acquire 200 sq. ft. for the purposes of installing curb and sidewalk improvements at the northwest corner of Third Street and Riverview Avenue. The site is zoned R-2, Two-Family Residential, under the City of Selah and is generally level with access to all typical utilities. The acquisition area is a triangular area and improved with a 3' wood picket fence (to be relocated by project). The acquisition will not influence the property's highest and best use.

Adjustments were made for factors such as zoning, location, parcel size, shape, topography, off-site improvements, availability of utilities, and view. After adjustments, subject was bracketed by value indicators from \$44,500 to \$86,250. Considering the preceding, a land value of \$7.25/ sq. ft. is applied, as extrapolated from a total parcel land value of \$73,500.

Sales Relied On: 2,3,4,6,7 (contained in Data Package for this project dated November 16, 2021).

Subject Sold within last 5 years? Yes

If yes, is Sale included in Data package? No

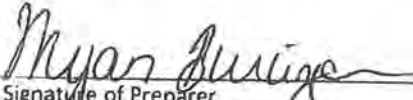
If no, explain why not: Values were calculated based on vacant land sales. This 2017 sale of the subject property, improved with a single-family residence, was therefore not considered in this estimate.

### Acquisition Compensation

Fee:

<b>Land</b>		
200 sq. ft. (Area)	\$7.25 (Unit Value)	\$1,450.00
<b>Improvements</b>		
N/A (type and size)	\$0 (Unit Value)	\$0
<b>Easement</b>		
N/A (type and size)	\$0 (Unit Value)	\$0
<b>Damages</b>		
N/A	\$0	\$0
Worksheet Date: 11/16/2021	<b>Total:</b>	\$1,450

Prepared By: Megan Burlingame, Commonstreet Consulting, LLC

  
Signature of Preparer

11/10/2021  
Date

1. I have no present or prospective interest in the property that is the subject of this report and I have no personal interest or bias with respect to the parties involved.
2. My compensation is not contingent on an action or event resulting from this report.
3. I affirm that the valuation problem is uncomplicated. I concur in the value estimate herein. I authorize an Administrative Offer be made in said amount as Just Compensation.

Approved By:

  
Joseph K. Henne, City Administrator

  
Signature of Authorized Signatory

12/21/2021  
Date

*This form is prepared in conformance with Federal and State policy and procedures, under the Uniform Relocation Act. It does not constitute an appraisal as defined by USPAP, nor under the definition of "appraisal" in 49 CFR 24.102(c)(2).*



---

*Subject Property No 8*

---

**419 & 421 Third St, Selah**



❖ Facing east at Riverview Avenue.



❖ Facing acquisition area at the northeast corner of Riverview Avenue and Third Street.

Date of photos: 8/16/2021	Inspected By: Megan Burlingame
---------------------------	--------------------------------

Commonstreet Consulting, LLC

[www.csrow.com](http://www.csrow.com)

Project Data Package – Valleyview Avenue/ Third Street/ Southern Avenue Improvements

## Administrative Offer Summary (AOS)

Project: Valleyview Avenue/ Third Street/ Southern Avenue Improvements

Sheets: 6 of 8 Sheets

Plan Approval Date: 01/22/2021

Revision Date: 9/10/2021

Federal Aid Number: STPUS-4709(001)

Tax Account Number: 181302-11478

Owners Name: Deborah Ann Eichler

Property Location: 419 & 421 Third Street, Selah

Before Area: 9,583 sq. ft.

After Area: 9,433 sq. ft.

Acquisition Area:

Fee: 150 sq. ft. (area)

Easement: N/A (area)

Current Use: Two-Family Residential

Zoning: R-2

Highest & Best Use:

Vacant: Two-Family Residential

Improved: N/A

Effects of Acquisition: The City of Selah will acquire 150 sq. ft. for the purposes of installing curb and sidewalk improvements at the northwest corner of Third Street and Riverview Avenue. The site is zoned R-2, Two-Family Residential, under the City of Selah and is generally level with access to all typical utilities. The acquisition area is a triangular area and improved with a 4' chainlink fence (to be relocated by the project). The acquisition will not influence the property's highest and best use.

Adjustments were made for factors such as zoning, location, parcel size, shape, topography, off-site improvements, availability of utilities, and view. After adjustments, subject was bracketed by value indicators from \$44,500 to \$86,250. Considering the preceding, a land value of \$7.50/ sq. ft. is applied, as extrapolated from a total parcel land value of \$73,000.

Sales Relied On: 2,3,4,6,7 (contained in Data Package for this project dated November 16, 2021).

Subject Sold within last 5 years? No

If yes, is Sale included in Data package? N/A

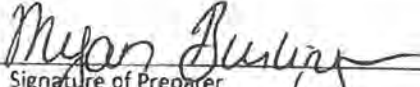
If no, explain why not: N/A

### Acquisition Compensation

Fee:

<b>Land</b>		
150 sq. ft. (Area)	\$750.00 (Unit Value)	\$1,125.00
<b>Improvements</b>		
N/A (type and size)	\$0 (Unit Value)	\$0
<b>Easement</b>		
N/A (type and size)	\$0 (Unit Value)	\$0
<b>Damages</b>		
N/A	\$0	\$0
Worksheet Date: 11/16/2021		<b>Total: \$1,125</b>

Prepared By: Megan Burlingame, Commonstreet Consulting, LLC

  
Signature of Preparer

11/16/2021  
Date

1. I have no present or prospective interest in the property that is the subject of this report and I have no personal interest or bias with respect to the parties involved.
2. My compensation is not contingent on an action or event resulting from this report.
3. I affirm that the valuation problem is uncomplicated. I concur in the value estimate herein. I authorize an Administrative Offer be made in said amount as Just Compensation.

Approved By:

  
Joseph K. Henne, City Administrator

  
Signature of Authorized Signatory

12/21/2021  
Date

*This form is prepared in conformance with Federal and State policy and procedures, under the Uniform Relocation Act. It does not constitute an appraisal as defined by USPAP, nor under the definition of "appraisal" in 49 CFR 24.102(c)(2).*

---

*Subject Property No 9*

---

**208 Riverview Ave, Selah**



❖ Facing east at Riverview Avenue.



❖ Facing acquisition area at the southeast corner of Riverview Avenue and Third Street.

Date of photos: 8/16/2021	Inspected By: Megan Burlingame
---------------------------	--------------------------------

Commonstreet Consulting, LLC

[www.csrow.com](http://www.csrow.com)

Project Data Package – Valleyview Avenue/ Third Street/ Southern Avenue Improvements

## Administrative Offer Summary (AOS)

Project: Valleyview Avenue/ Third Street/ Southern Avenue Improvements

Sheets: 6 of 8 Sheets

Plan Approval Date: 01/22/2021

Revision Date: 9/10/2021

Federal Aid Number: STPUS-4709(001)

Tax Account Number: 181302-14413

Owners Name: Carol Holden

Property Location: 208 Riverview Ave, Selah, WA

Before Area: 9,148 sq. ft.

After Area: 8,835 sq. ft.

Acquisition Area:

Fee: 313 sq ft (area)

Easement: N/A (area)

Current Use: Single-Family Residential

Zoning: R-2

Highest & Best Use:

Vacant: Two-Family Residential

Improved: N/A

Effects of Acquisition: The City of Selah will acquire 313 sq. ft. for the purposes of installing a sidewalk at the southwest corner of Third Street and Riverview Avenue. The site is zoned R-2, Two-Family Residential, under the City of Selah and is generally level with access to all typical utilities. The acquisition area is a triangular area and improved with grass vegetation, railroad ties, and a fruit tree. The acquisition will not influence the property's highest and best use.

Adjustments were made for factors such as zoning, location, parcel size, shape, topography, off-site improvements, availability of utilities, and view. After adjustments, subject was bracketed by value indicators from \$44,500 to \$86,250. Considering the preceding, a land value of \$8.00/ sq. ft. is applied, as extrapolated from a total parcel land value of \$72,500.

Sales Relied On: 2, 3, 4, 6, 7 (contained in Data Package for this project dated November 16, 2021.

Subject Sold within last 5 years? No

If yes, is Sale included in Data package? N/A

If no, explain why not: N/A

### Acquisition Compensation

Fee:

<b>Land</b>		
313 sq. ft. (Area)	\$8.00 (Unit Value)	\$2,504.00
<b>Improvements</b>		
Landscaping: Single-family dwellings (type and size)	\$8.27 (Unit Value)	\$2,589.80
Medium tree (type and size)	\$744.83 (Unit Value)	\$744.83
Railroad Ties: 40 linear feet (type and size)	\$9.75 (Unit Value)	\$389.90
<b>Easement</b>		
No Easement (type and size)	\$0 (Unit Value)	\$0
<b>Damages</b>		
No Damage	\$0	\$0
Worksheet Date: 11/16/2021		
	<b>Total:</b>	\$6,229

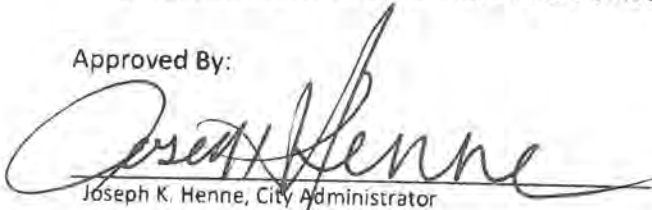
Prepared By: Megan Burlingame, Commonstreet Consulting, LLC

  
Signature of Preparer

11/16/2021  
Date

1. I have no present or prospective interest in the property that is the subject of this report and I have no personal interest or bias with respect to the parties involved.
2. My compensation is not contingent on an action or event resulting from this report.
3. I affirm that the valuation problem is uncomplicated. I concur in the value estimate herein. I authorize an Administrative Offer be made in said amount as Just Compensation.

Approved By:

  
Joseph K. Henne, City Administrator

  
Signature of Authorized Signatory

12/21/2021  
Date

*This form is prepared in conformance with Federal and State policy and procedures, under the Uniform Relocation Act. It does not constitute an appraisal as defined by USPAP, nor under the definition of "appraisal" in 49 CFR 24.102(c)(2).*

---

*Subject Property No 10*

---

**416 Third St, Selah**



❖ Facing west at Third Street.



❖ Facing the acquisition area along the western side of Third Street, between Riverview Avenue and Valleyview Avenue

Date of photos: 8/16/2021	Inspected By: Megan Burlingame
---------------------------	--------------------------------

Commonstreet Consulting, LLC

[www.csrow.com](http://www.csrow.com)

Project Data Package – Valleyview Avenue/ Third Street/ Southern Avenue Improvements

## Administrative Offer Summary (AOS)

Project: Valleyview Avenue/ Third Street/ Southern Avenue Improvements

Sheets: 6 of 8 Sheets

Plan Approval Date: 01/22/2021

Revision Date: 9/10/2021

Federal Aid Number: STPUS-4709(001)

Tax Account Number: 181302-11496

Owners Name: Richard G. and Alicia R. Burke

Property Location: 416 Third Street, Selah

Before Area: 9,583 sq. ft.

After Area: 6,668 sq. ft.

Acquisition Area:

Fee: 2,915 sq. ft. (area)

Easement: N/A (area)

Current Use: Single-Family Residential

Zoning: R-2

Highest & Best Use:

Vacant: Two-Family Residential

Improved: N/A

Effects of Acquisition: The City of Selah will acquire 2,915 sq. ft. for the purpose of installing curb and sidewalk improvements along the west side of Third Street, near Riverview Avenue. The site is zoned R-2, Two-Family Residential, under the City of Selah and is generally level with access to all typical utilities. The acquisition area is rectangular in area and improved with a large wood planter box and a wood post and wire fence. Jeff Peters (Planning Dept., City of Selah) confirmed that the acquisition wouldn't impact the property's ability to be developed in a manner consistent with its highest and best use.

Adjustments were made for factors such as zoning, location, parcel size, shape, topography, off-site improvements, availability of utilities, and view. After adjustments, subject was bracketed by value indicators from \$44,500 to \$86,250. Considering the preceding, a land value of \$7.50/ sq. ft. is applied, as extrapolated from a total parcel land value of \$73,000.

Sales Relied On: 2,3,4,6,7 (contained in Data Package for this project dated November 16, 2021).

Subject Sold within last 5 years? No

If yes, is Sale included in Data package? N/A

If no, explain why not: N/A

### Acquisition Compensation

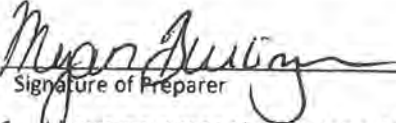
Fee:

Land		
2,915 sq. ft. (Area)	\$7.50 (Unit Value)	\$21,862.50
Improvements		
Planter Box (type and size)	\$500.00 (Unit Value)	\$500.00
38 linear ft. wood/ wire fencing (type and size)	\$5.17 (Unit Value)	\$196.48
Easement		
N/A (type and size)	\$0 (Unit Value)	\$0
Damages		
N/A	\$0	\$0



Worksheet Date: 11/16/2021	Total: \$22,559
----------------------------	-----------------

Prepared By: Megan Burlingame, Commonstreet Consulting, LLC

  
 Signature of Preparer

11/16/2021  
 Date

1. I have no present or prospective interest in the property that is the subject of this report and I have no personal interest or bias with respect to the parties involved.
2. My compensation is not contingent on an action or event resulting from this report.
3. I affirm that the valuation problem is uncomplicated. I concur in the value estimate herein. I authorize an Administrative Offer be made in said amount as Just Compensation.

Approved By:

  
 Joseph K. Henne, City Administrator

  
 Signature of Authorized Signatory

12/21/2021  
 Date

*This form is prepared in conformance with Federal and State policy and procedures, under the Uniform Relocation Act. It does not constitute an appraisal as defined by USPAP, nor under the definition of "appraisal" in 49 CFR 24.102(c)(2).*

---

Subject Property No 11

---

**316 Third St, Selah**



❖ Facing west along Valleyview Avenue.



❖ Facing acquisition area along the northwest corner of Valleyview Avenue and Third Street.

Date of photos: 8/16/2021	Inspected By: Megan Burlingame
---------------------------	--------------------------------

Commonstreet Consulting, LLC

[www.csrow.com](http://www.csrow.com)

Project Data Package – Valleyview Avenue/ Third Street/ Southern Avenue Improvements

## Administrative Offer Summary (AOS)

Project: Valleyview Avenue/ Third Street/ Southern Avenue Improvements

Sheets: 7 of 8 Sheets

Plan Approval Date: 01/22/2021

Revision Date: 9/10/2021

Federal Aid Number: STPUS-4709(001)

Tax Account Number: 181302-11447

Owners Name: Luis Castellanos

Property Location: 316 Third Street, Selah

Before Area: 10,019 sq. ft.

After Area: 9,819 sq. ft.

Acquisition Area:

Fee: 200 sq. ft. (area)

Easement: N/A (area)

Current Use: Single-Family Residential

Zoning: R-2

Highest & Best Use:

Vacant: Two-Family Residential

Improved: N/A

Effects of Acquisition: The City of Selah will acquire 200 sq. ft. for the purposes of installing curb and sidewalk improvements at the northwest corner of Third Street and Valleyview Avenue. The site is zoned R-2, Two-Family Residential, under the City of Selah and is generally level with access to all typical utilities. The acquisition area is a triangular area and improved with 4' chainlink fence (to be relocated by project), grass vegetation, beauty bark, and landscape grasses. The acquisition will not influence the property's highest and best use.

Adjustments were made for factors such as zoning, location, parcel size, shape, topography, off-site improvements, availability of utilities, and view. After adjustments, subject was bracketed by value indicators from \$44,500 to \$86,250. Considering the preceding, a land value of \$7.25/ sq. ft. is applied, as extrapolated from a total parcel land value of \$73,500.

Sales Relied On: 2,3,4,6,7 (contained in Data Package for this project dated November 16, 2021).

Subject Sold within last 5 years? No

If yes, is Sale included in Data package? N/A

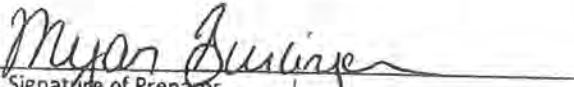
If no, explain why not: N/A

### Acquisition Compensation

Fee:

<b>Land</b>		
200 sq. ft. (Area)	\$7.25 (Unit Value)	\$1,450.00
<b>Improvements</b>		
Landscaping: Sing-Family dwellings (type and size)	\$11.01 (Unit Value)	\$2,202.11
<b>Easement</b>		
N/A (type and size)	\$0 (Unit Value)	\$0
<b>Damages</b>		
N/A	\$0	\$0
Worksheet Date: 11/16/2021		
	<b>Total:</b>	\$3,653

Prepared By: Megan Burlingame, Commonstreet Consulting, LLC

  
Signature of Preparer

11/16/2021  
Date

1. I have no present or prospective interest in the property that is the subject of this report and I have no personal interest or bias with respect to the parties involved.
2. My compensation is not contingent on an action or event resulting from this report.
3. I affirm that the valuation problem is uncomplicated. I concur in the value estimate herein. I authorize an Administrative Offer be made in said amount as Just Compensation.

Approved By:

  
Joseph K. Henne, City Administrator

  
Signature of Authorized Signatory

12/21/2021  
Date

*This form is prepared in conformance with Federal and State policy and procedures, under the Uniform Relocation Act. It does not constitute an appraisal as defined by USPAP, nor under the definition of "appraisal" in 49 CFR 24.102(c)(2).*

---

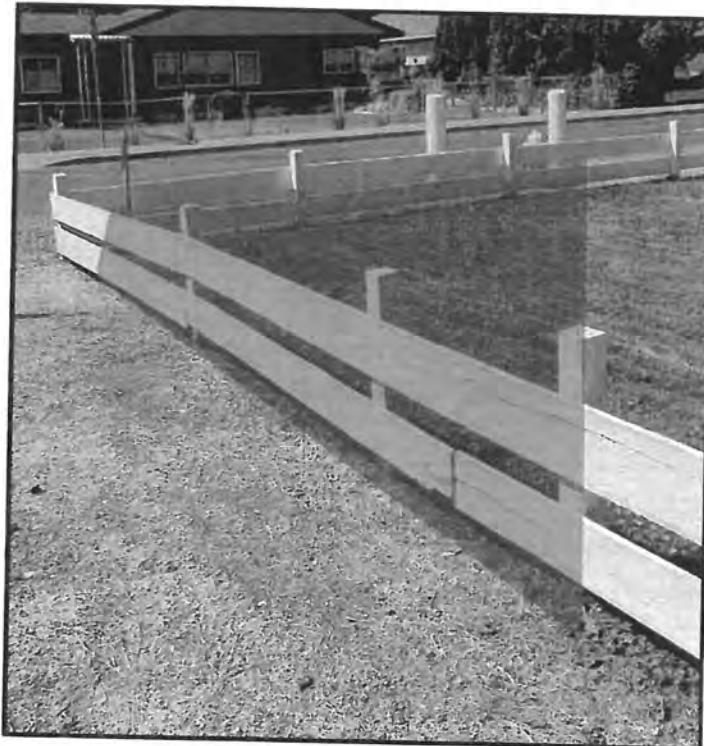
*Subject Property No 12*

---

**209 Valleyview Ave, Selah**



❖ Facing east at Valleyview Avenue



❖ Facing acquisition area along the northeast corner of Valleyview Avenue and Third Street.

Date of photos: 8/16/2021	Inspected By: Megan Burlingame
---------------------------	--------------------------------

Commonstreet Consulting, LLC

[www.csrow.com](http://www.csrow.com)

Project Data Package – Valleyview Avenue/ Third Street/ Southern Avenue Improvements

## Administrative Offer Summary (AOS)

Project: Valleyview Avenue/ Third Street/ Southern Avenue Improvements

Sheets: 7 of 8 Sheets

Plan Approval Date: 01/22/2021

Revision Date: 9/10/2021

Federal Aid Number: STPUS-4709(001)

Tax Account Number: 181302-11428

Owners Name: Daniel R. and Lynette A. Haller

Property Location: 209 Valleyview Ave., Selah

Before Area: 7,841 sq. ft.

After Area: 7,716 sq. ft.

Acquisition Area:

Fee: 125 sq. ft. (area)

Easement: N/A (area)

Current Use: Single-Family Residential

Zoning: R-2

Highest & Best Use:

Vacant: Two-Family Residential

Improved: N/A

Effects of Acquisition: The City of Selah will acquire 125 sq. ft. for the purposes of installing curb and sidewalk improvements at the northeast corner of Third Street and Valleyview Avenue. The site is zoned R-2, Two-Family Residential, under the City of Selah and is generally level with access to all typical utilities. The acquisition area is a triangular area improved with a 2' split rail fence (to be relocated by the project) and grass vegetation. The acquisition area will not influence the property's highest and best use.

Adjustments were made for factors such as zoning, location, parcel size, shape, topography, off-site improvements, availability of utilities, and view. After adjustments, subject was bracketed by value indicators from \$44,500 to \$74,713. Considering the preceding, a land value of \$8.50/ sq. ft. is applied, as extrapolated from a total land parcel land value of \$67,000.

Sales Relied On: 1,3,6,7,8 (contained in Data Package for this project dated November 16, 2021.

Subject Sold within last 5 years? Yes

If yes, is Sale included in Data package? No.

If no, explain why not: Values were calculated based on vacant land sales. This 2018 sale of the subject property, improved with a single-family residence, was therefore not considered in this estimate.

### Acquisition Compensation

Fee:

<b>Land</b>		
125 sq. ft. (Area)	\$8.50 (Unit Value)	\$1,062.50
<b>Improvements</b>		
Landscaping (type and size)	\$8.27 (Unit Value)	\$1,034.26
<b>Easement</b>		
N/A (type and size)	\$0 (Unit Value)	\$0
<b>Damages</b>		
N/A	\$0	\$0
Worksheet Date: 11/16/2021		<b>Total: \$2,097</b>

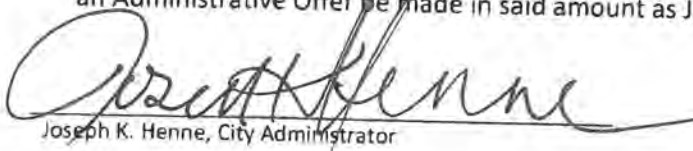
Prepared By: Megan Burlingame, Commonstreet Consulting, LLC

  
Signature of Preparer

11/16/2021  
Date

Approved By:

1. I have no present or prospective interest in the property that is the subject of this report and I have no personal interest or bias with respect to the parties involved.
2. My compensation is not contingent on an action or event resulting from this report.
3. I affirm that the valuation problem is uncomplicated. I concur in the value estimate herein. I authorize an Administrative Offer be made in said amount as Just Compensation.

  
Joseph K. Henne, City Administrator

  
Signature of Authorized Signatory

12/21/2021  
Date

*This form is prepared in conformance with Federal and State policy and procedures, under the Uniform Relocation Act. It does not constitute an appraisal as defined by USPAP, nor under the definition of "appraisal" in 49 CFR 24.102(c)(2).*

---

*Subject Property No 13*

---

**401 Third St, Selah**



❖ Facing east along Valleyview Avenue.



❖ Facing the acquisition area at the southeast corner of Valleyview Avenue and Third Street.

Date of photos: 8/16/2021	Inspected By: Megan Burlingame
---------------------------	--------------------------------

Commonstreet Consulting, LLC

[www.csrow.com](http://www.csrow.com)

Project Data Package – Valleyview Avenue/ Third Street/ Southern Avenue Improvements



## Administrative Offer Summary (AOS)

Project: Valleyview Avenue/ Third Street/ Southern Avenue Improvements

Sheets: 7 of 8 Sheets

Plan Approval Date: 01/22/2021

Revision Date: 9/10/2021

Federal Aid Number: STPUS-4709(001)

Tax Account Number: 181302-11468

Owners Name: Michael E. and Virginia Estella Mackey

Property Location: 401 Third Street, Selah

Before Area: 7,841 sq. ft.

After Area: 7,529 sq. ft.

Acquisition Area:

Fee: 312 sq. ft. (area)

Easement: N/A (area)

Current Use: Single-Family Residential

Zoning: R-2

Highest & Best Use:

Vacant: Two-Family Residential

Improved: N/A

Effects of Acquisition: The City of Selah will acquire 312 sq. ft. for the purposes of installing curb and sidewalk improvements at the southeast corner of Third Street and Valleyview Avenue. The site is zoned R-2, Two-Family Residential, under the City of Selah and is generally level with access to all typical utilities. The acquisition area is a triangular area and improved with grass vegetation, 4' tall shrubs, and a small tree. The acquisition will not influence the property's highest and best use.

Adjustments were made for factors such as zoning, location, parcel size, shape, topography, off-site improvements, availability of utilities, and view. After adjustments, subject was bracketed by value indicators from \$44,500 to \$74,713. Considering the preceding, a land value of \$8.50/ sq. ft. is applied, as extrapolated from a total parcel land value of \$67,000.

Sales Relied On: 1,3,6,7,8 (contained in Data Package for this project dated November 16, 2021).

Subject Sold within last 5 years? No

If yes, is Sale included in Data package? N/A

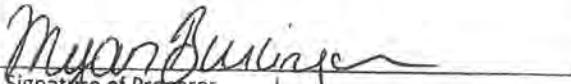
If no, explain why not: N/A

### Acquisition Compensation

Fee:

<b>Land</b>		
312 sq. ft. (Area)	\$8.50 (Unit Value)	\$2,652.00
<b>Improvements</b>		
Landscape shrubs (type and size)	\$273.64 (Unit Value)	\$3,557.38
Medium tree (type and size)	\$744.83 (Unit Value)	\$744.83
<b>Easement</b>		
N/A (type and size)	\$0 (Unit Value)	\$0
<b>Damages</b>		
N/A	\$0	\$0
Worksheet Date: 11/16/20221		
	<b>Total:</b>	\$6,955

Prepared By: Megan Burlingame, Commonstreet Consulting, LLC

  
Signature of Preparer

11/16/2021  
Date

1. I have no present or prospective interest in the property that is the subject of this report and I have no personal interest or bias with respect to the parties involved.
2. My compensation is not contingent on an action or event resulting from this report.
3. I affirm that the valuation problem is uncomplicated. I concur in the value estimate herein. I authorize an Administrative Offer be made in said amount as Just Compensation.

Approved By:

  
Joseph K. Henne, City Administrator

  
Signature of Authorized Signatory

12/21/2021  
Date

*This form is prepared in conformance with Federal and State policy and procedures, under the Uniform Relocation Act. It does not constitute an appraisal as defined by USPAP, nor under the definition of "appraisal" in 49 CFR 24.102(c)(2).*

---

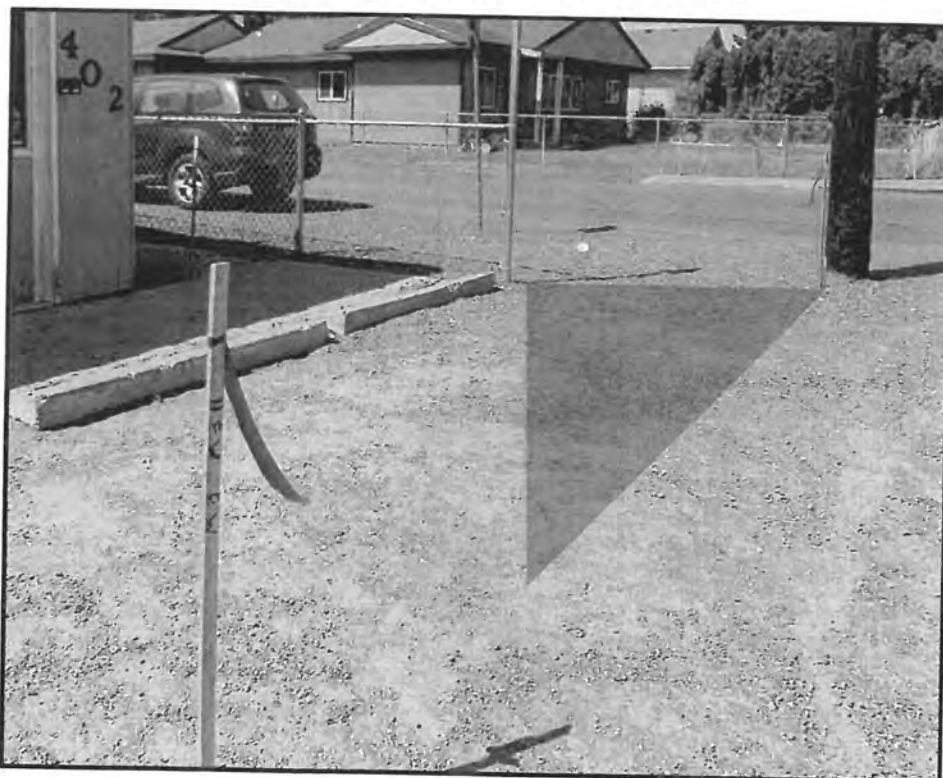
Subject Property No 14

---

**402 Third St, Selah**



❖ Facing west along Valleyview Avenue.



❖ Facing the acquisition area at the southwest corner of Valleyview Avenue and Third Street.

Date of photos: 8/16/2021	Inspected By: Megan Burlingame
---------------------------	--------------------------------

Commonstreet Consulting, LLC

[www.csrow.com](http://www.csrow.com)

Project Data Package – Valleyview Avenue/ Third Street/ Southern Avenue Improvements

## Administrative Offer Summary (AOS)

Project: Valleyview Avenue/ Third Street/ Southern Avenue Improvements

Sheets: 7 of 8 Sheets

Plan Approval Date: 01/22/2021

Revision Date: 9/10/2021

Federal Aid Number: STPUS-4709(001)

Tax Account Number: 181302-11481

Owners Name: Danny and Tina C. Snodgrass

Property Location: 402 Third Street, Selah

Before Area: 5,663 sq. ft.

After Area: 5,590 sq. ft.

Acquisition Area:

Fee: 73 sq. ft. (area)

Easement: N/A (area)

Current Use: Single-Family Residential

Zoning: R-2

Highest & Best Use:

Vacant: Two-Family Residential

Improved: N/A

Effects of Acquisition: The City of Selah will acquire 73 sq. ft. for the purposes of installing curb and sidewalk improvements at the southwest corner of Third Street and Valleyview Avenue. The site is zoned R-2, Two-Family Residential, under the City of Selah and is generally level with access to all typical utilities. The acquisition area is a triangular area and improved with gravel. The acquisition will not influence the property's highest and best use.

Adjustments were made for factors such as zoning, location, parcel size, shape, topography, off-site improvements, availability of utilities, and view. After adjustments, subject was bracketed by value indicators from \$44,500 to \$74,713. Considering the preceding, a land value of \$11.00/ sq. ft. is applied, as extrapolated from a total parcel land value of \$62,000.

Sales Relied On: 1,3,6,7,8 (contained in Data Package for this project dated November 16, 2021).

Subject Sold within last 5 years? No

If yes, is Sale included in Data package? N/A

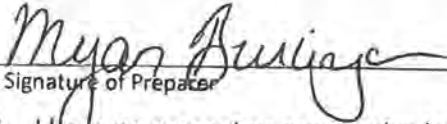
If no, explain why not: N/A

### Acquisition Compensation

Fee:

<b>Land</b>		
73 sq. ft. (Area)	\$11.00 (Unit Value)	\$803.00
<b>Improvements</b>		
Gravel (type and size)	\$3.16 (Unit Value)	\$230.49
<b>Easement</b>		
N/A (type and size)	\$0 (Unit Value)	\$0
<b>Damages</b>		
N/A	\$0	\$0
Worksheet Date: 11/16/2021	<b>Total:</b>	1,034

Prepared By: Megan Burlingame, Commonstreet Consulting, LLC

  
Signature of Preparer

Date 11/16/2021

1. I have no present or prospective interest in the property that is the subject of this report and I have no personal interest or bias with respect to the parties involved.
2. My compensation is not contingent on an action or event resulting from this report.
3. I affirm that the valuation problem is uncomplicated. I concur in the value estimate herein. I authorize an Administrative Offer be made in said amount as Just Compensation.

Approved By:

  
Joseph K. Henne, City Administrator

  
Signature of Authorized Signatory

Date 12/21/2021

*This form is prepared in conformance with Federal and State policy and procedures, under the Uniform Relocation Act. It does not constitute an appraisal as defined by USPAP, nor under the definition of "appraisal" in 49 CFR 24.102(c)(2).*



## Selah City Council

### AGENDA ITEM SUMMARY

Meeting Date: 12/14/2021

Agenda Number: O-1

Action Item

**Title:** An Ordinance of the City of Selah, Washington, relating to the sewer system of the City; specifying, adopting and ordering the carrying out of a system or plan of additions to and betterments and extensions of the City's sewer system; declaring the estimated cost thereof as nearly as may be; authorizing the issuance of a sewer revenue bond anticipation note (non-revolving line of credit) in the maximum principal amount of \$2,111,000, pending the issuance of a sewer revenue bond authorized herein; creating and adopting certain funds and accounts; specifying the terms and covenants of such note; providing for delivery thereof to Banner Bank; and providing for related matters.

**From:** Rocky D. Wallace, Public Works Director

**Action Requested:** Approval

**Staff Recommendation:** To approve the attached Ordinance in the form presented

**Board/Commission Recommendation:** Not Applicable

**Fiscal Impact:** \$2,111,000.00

**Funding Source:** 415

**Background/Findings/Facts:** The City has received loan approval to complete the Wastewater Collection System Improvements project from the United States Department of Agriculture (USDA). A condition of the Loan from USDA is that the City must obtain interim financing, in the amount of the USDA Loan, which is \$2,111,000. The purpose of the interim financing is to preclude the need for multiple advances or payment requests to USDA, and instead secure construction financing from a commercial source. Once the interim financing funds have been spent and the project is substantially complete, USDA will fund the permanent Loan in the amount of \$2,111,000, and the City will pay off the interim financing. Staff solicited proposals for interim financing and received one proposal; Banner Bank in Yakima. Staff worked with the bank on the preliminary terms and, based on the final proposal, find that Banner Bank provides a very low interest rate of 2.15% fixed for the life of the interim financing. In addition to providing a low interest rate, Banner Bank is well versed in USDA Loans including working with USDA and city staff, as well as bond counsel.

**Recommended Motion:** I move to approve the Ordinance as written

*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).*

<b>Date:</b>	<b>Action Taken:</b>
1/24/2017	Resolution No. 2593 Authorizing the Mayor to sign Task Order 2017-01 between the City of Selah and HLA Engineering and Land Surveying for the General Sewer Plan update.
11/27/2018	Ordinance No.2060 Adopting an updated Sanitary General Sewer Plan as an ancillary document to the city of Selah's Comprehensive Plan; establishing an effective date; and providing for severability.
7/9/2019	Ordinance No. 2079 Amending Title 9.10 Relating to Sewer Connection Fees
12/8/2020	Resolution No. 2827 Authorizing the Mayor to sign an application for Federal Assistance from the USDA-RD requesting funding for the Wastewater Collections System Improvements Project
10/13/2021	Resolution No. 2872 Authorizing the Mayor to sign an agreement between the City of Selah and HLA Engineering and Land Surveying, Inc. to provide engineering construction and post-construction phase services for the Wastewater Collection System Improvements project.
10/26/2021	Resolution No. 2875 Authorizing the Mayor to sign a Three-Page Letter Agreement dated October 21,2021, between the City of Selah and the law firm of Foster Garvey P.C., Engaging such law firm to Provide Bond Counsel Services Relative to the City's Wastewater Collection System Improvements Project.

CITY OF SELAH, WASHINGTON

ORDINANCE NO. 2148

AN ORDINANCE of the City of Selah, Washington, relating to the sewer system of the City; specifying, adopting and ordering the carrying out of a system or plan of additions to and betterments and extensions of the City's sewer system; declaring the estimated cost thereof as nearly as may be; authorizing the issuance of a sewer revenue bond anticipation note (non-revolving line of credit) in the maximum principal amount of \$2,111,000, pending the issuance of a sewer revenue bond authorized herein; creating and adopting certain funds and accounts; specifying the terms and covenants of such note; providing for delivery thereof to Banner Bank; and providing for related matters.

PASSED: December 14, 2021

*Prepared by:*  
*Foster Garvey P.C.*  
*1111 Third Avenue, Suite 3000*  
*Seattle, Washington 98101*  
*(206) 447-6264*



TABLE OF CONTENTS\*

Section 1. Definitions ..... 1  
Section 2. Findings and Determinations ..... 4  
Section 3. The Project..... 5  
Section 4. Authorization of the Bond ..... 5  
Section 5. Purpose, Authorization and Description of the Note ..... 5  
Section 6. Designation of Officer to Make Draws and Extend Maturity Date ..... 6  
Section 7. Appointment of Note Registrar, Registration and Transfer of the Note ..... 7  
Section 8. Deposit of Note Proceeds ..... 7  
Section 9. Payment of the Note ..... 7  
Section 10. Pledge of Bond Proceeds and Net Revenue..... 8  
Section 11. Prepayment and Redemption Provisions ..... 8  
Section 12. Note Form and Execution ..... 8  
Section 13. Tax Covenants ..... 9  
Section 14. Approval of Bank Offer; Authorization of City Officials..... 9  
Section 15. Reporting Requirements ..... 9  
Section 16. Severability; Ratification ..... 10  
Section 17. Effective Date of Ordinance ..... 10

*\* The cover page, table of contents and section headings of this ordinance are for convenience of reference only, and shall not be used to resolve any question of interpretation of this ordinance.*

CITY OF SELAH, WASHINGTON

ORDINANCE NO. 2148

AN ORDINANCE of the City of Selah, Washington, relating to the sewer system of the City; specifying, adopting and ordering the carrying out of a system or plan of additions to and betterments and extensions of the City's sewer system; declaring the estimated cost thereof as nearly as may be; authorizing the issuance of a sewer revenue bond anticipation note (non-revolving line of credit) in the maximum principal amount of \$2,111,000, pending the issuance of a sewer revenue bond authorized herein; creating and adopting certain funds and accounts; specifying the terms and covenants of such note; providing for delivery thereof to Banner Bank; and providing for related matters.

THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, DO ORDAIN as follows:

**Section 1. Definitions**

The words and phrases set forth in this Ordinance with initial capitalization have the respective meanings ascribed to such words and phrases in this section unless the context clearly requires otherwise.

(a) "Acquisition" or "Acquire" means the purchase, securing, lease, receipt by gift or grant, condemnation, transfer or other acquirement, or any combination thereof.

(b) "Bank" means Banner Bank.

(c) "Bank Offer" means the Bank's offer to extend a non-revolving line of credit, in the form of a sewer revenue bond anticipation note, to the City, and to accept the Note under the terms and conditions provided in the Bank Offer as further set forth in this Ordinance.

(d) "Bond" means the sewer revenue bond authorized to be issued by Section 4 of this Ordinance.

(e) "City" means the City of Selah, Washington.

(f) "Clerk" means the *de facto* or *de jure* Clerk of the City, or other officer of the City who is the custodian of the seal of the City and of the records of the proceedings of the Council, and any successors in functions of such office.

(g) "Code" means the Internal Revenue Code of 1986, as amended, and applicable rules and regulations promulgated thereunder.

(h) "Construction Account" means the project account within the Revenue Fund for the purpose of paying Costs of the Project.

(i) "Costs of the Project," or any phrase of similar import, means all or any part designated by the Council as costs of the Project, or interest therein, which costs, at the option of the Council, may include all or any part of the incidental costs pertaining to the Project, including, without limitation: (1) preliminary expenses advanced by the City from funds available for the use therefor, or advanced from any other source, with approval of the Council, or any combination thereof; (2) the costs of making surveys, audits, preliminary plans, other plans, specifications, estimates of costs and other preliminaries; (3) the Acquisition costs of any properties, rights, easements or other interest in properties, or any licenses, privileges, agreements and franchises; (4) the costs of Acquiring, constructing and installing improvements to the System; (5) the costs of Acquiring and installing equipment necessary for the operation and maintenance of said facilities; (6) the costs of appraising, printing, estimates, advice, services of engineers, architects, financial consultants, attorneys, clerical help or other agents or employees; (7) the costs of contingencies; (8) the costs (including interest costs) of all interim financing for the Project, the costs of issuance, fees, costs of bond counsel, and the costs of registration and authentication of the Note and the Bond and the costs, if any, of rating agencies and of bond insurance; and (9) all other expenses necessary or desirable and appertaining to the Project, as estimated or otherwise ascertained by the Council.

(j) "Council" means the City Council of the City.

(k) "Debt Service Account" means the account of that name within the Revenue Fund for the payment of the principal of and interest on the Note, the Bond and any Future Parity Bonds.

(l) "Determination of Taxability" means receipt by the Registered Owner of written notice of any final determination, decision or decree, all applicable appeals periods with respect to which shall have expired, made by the Internal Revenue Service or by any court of competent jurisdiction to the effect that interest on the Note is includable in gross income for the Registered Owner for federal income tax purposes.

(m) "Draws" shall have the meaning given such term in Section 5(b) of this Ordinance.

(n) "Future Parity Bonds" means any and all revenue bonds of the City hereafter issued, the payment of which, both principal and interest, constitutes a lien and charge upon Net Revenue and Sewer ULID Assessments equal in rank with the lien and charge upon Net Revenue and Sewer ULID Assessments for the payments required to pay and secure the payment of the Bond.

(o) "Gross Revenue" means all of the earnings and revenues received from the operation and maintenance of the System, and earnings from the investment of money on deposit in the various accounts of the System. Gross Revenue also includes all earnings from the investment of money on deposit in the Debt Service Account; and all System connection and capital improvement charges. Gross Revenue does not include: (1) principal proceeds of Future Parity Bonds or any other borrowings, (2) amounts collected in respect of City-imposed utility taxes, (3) earnings or proceeds from any investments in a trust account created to defease or refund revenue obligations of the System or held in a special account for the purpose of paying a rebate to the United States Government under the Code, (4) local improvement district

assessments (including Sewer ULID Assessments), (5) grants, gifts, income and revenue which are restricted or may not legally be pledged for revenue bond debt service, (6) payments received in respect of any bond insurance policy or reserve surety, or insurance or condemnation proceeds used for the replacement of capital projects or equipment, (7) proceeds from the sale of System property; (8) any tax credit subsidy payments; or (9) any revenue from a separate utility system.

(p) “Interest Rate” means a fixed rate of 2.15% *per annum*.

(q) “Issue Date” means the date the Note is initially delivered to the Bank.

(r) “Letter of Conditions” means the USDA’s Letter of Conditions dated June 21, 2021, establishing the conditions under which the USDA would loan money to the City to finance the acquisition, construction and installation of improvements to the System (*i.e.*, the Project), as the same may be amended from time to time.

(s) “Maturity Date” means, unless extended pursuant to Section 6 of this Ordinance, June 30, 2023.

(t) “Mayor” means the *de facto* or *de jure* Mayor of the City (including the Mayor *pro tempore* in the Mayor’s absence or disability), or any presiding officer or titular head of the City, and any successors in functions of such office.

(u) “Net Revenue” means Gross Revenue less Operating and Maintenance Expenses.

(v) “Note” means the Sewer Revenue Bond Anticipation Note, 2022 (Non-Revolving Line of Credit) of the City in the maximum principal amount of \$2,111,000, which is authorized to be issued by this Ordinance.

(w) “Note Register” means the registration records of the City, maintained by the Note Registrar, on which shall appear the name and address of the Registered Owner of the Note.

(x) “Note Registrar” means (i) the Treasurer, or (ii) upon a determination by the Treasurer that maintenance of the duties of the Note Registrar is no longer convenient, a successor appointed by the Treasurer willing and able to accept the duties of Note Registrar on reasonable and customary terms and authorized by law to serve as authenticating agent, transfer agent, registrar and paying or other fiscal agent of the City with respect to the Note and perform all the duties imposed upon it by this Ordinance.

(y) “Operating and Maintenance Expenses” means all reasonable expenses incurred by the City in causing the System to be operated and maintained in good repair, working order and condition, including general maintenance and administrative costs of the City allocated to the System, but does not include non-cash accounting items (*e.g.*, depreciation, amounts treated as expenses under accounting guidelines with respect to unfunded contributions to pension or other post-employment benefit plans, non-exchange financial guarantees, potential environmental liabilities, or similar items) or capital additions or capital replacements to the System.

(z) “Ordinance” means this Ordinance passed by the Council and approved by the Mayor on December 14, 2021.

(aa) "Project" means the plan of additions to and betterments and extensions of the System as more particularly described in Section 3 hereof.

(bb) "Qualified Tax-Exempt Obligation" shall have the meaning specified in Section 13(b) hereof.

(cc) "RCW" means the Revised Code of Washington.

(dd) "Registered Owner" means the entity or person named as the registered owner of the Note on the Note Register, initially the Bank.

(ee) "Revenue Fund" means the City's existing Sewer Fund, which is an enterprise fund of the City in which Gross Revenue is deposited.

(ff) "Sewer ULID" means any utility local improvement district of the City created for the purpose of financing improvements to the System, and if the water and sewer systems of the City are later combined, any ULID thereafter created for water or sewer improvements, or both.

(gg) "Sewer ULID Assessments" means the assessments levied in any Sewer ULID created pursuant to State law in connection with an improvement to the System financed by the issuance of any Future Parity Bonds, the assessments in which are pledged to be paid into the Debt Service Account, including installments thereof and interest and any penalties thereon.

(hh) "State" means the State of Washington.

(ii) "System" means the existing sewer system of the City, together with all additions thereto and betterments and extensions thereof at any time made or constructed.

(jj) "Taxable Rate" means a fixed rate of 2.72% *per annum*.

(kk) "Treasurer" means the *de facto* or *de jure* Treasurer of the City, and any successors in functions of such office.

(ll) "USDA" means the United States of America, acting through the United States Department of Agriculture, Rural Utilities Service.

## **Section 2. Findings and Determinations**

The Council takes note of the following facts and makes the following findings and determinations:

(a) The City is a municipal corporation and code city duly organized and existing under the laws of the State. Pursuant to chapters 35.67, 35.92 and 35A.80 RCW, among other authorities, the City is authorized to acquire, construct, install, operate and maintain a sewer system (*i.e.*, the System). The City has not combined its sewer system with either its water system or its refuse collection and disposal system. The City is authorized to conduct proceedings and to issue revenue bonds pursuant to chapters 35.41, 35.67, 35.92, 35A.40 and 39.46 RCW, among other authorities.

(b) Pursuant to the terms of the Letter of Conditions, the USDA has offered to make a loan to the City, evidenced by a sewer revenue bond (*i.e.*, the “Bond”) in the maximum principal amount of \$2,111,000 to pay costs of carrying out the Project. Chapter 39.50 RCW authorizes cities to issue short-term obligations in anticipation of the receipt of bond proceeds.

(c) It is advisable for the City to acquire, construct and install the Project. In determining the costs of the Project pursuant to RCW 35.41.090, the Council estimates that the total costs of the Project will be at least \$2,374,611. It is advisable for the City to provide funds for defraying a portion of the cost of the Project from the proceeds of the sale of a short-term revenue obligation (*i.e.*, the Note) pending the issuance of the Bond.

(d) The Council deems it to be in the best interest of the City that the City borrow money and issue the Note pending the issuance of the Bond for the purpose of providing the funds with which to pay costs of carrying out the Project specified, adopted and ordered to be carried out herein, and the Bank has offered to accept the Note under the terms set forth in this Ordinance.

(e) Pursuant to Ordinance No. 1882, passed by the Council and approved by the Mayor on May 22, 2012, the Council adopted Post-Issuance Compliance Policies and Procedures for Tax-Exempt Bonds. Such procedures remain in effect and have not been repealed, revoked or rescinded.

### **Section 3. The Project**

The City hereby specifies, adopts and authorizes a plan for making certain additions to and betterments and extensions of the System (*i.e.*, the “Project”), including, but not limited to: (i) installing a new 15-inch sewer main in Naches Avenue; (ii) extending the 12-inch main in Fourth Street; (iii) extending the main in North Wenas Road; (iv) extending a sewer main to the park near Naches Avenue and Hill Crest Drive; and (v) installing a new 24-inch sewer main in Railroad Avenue, all as described in the City’s sewer plan, as more particularly described in the plans and specifications to be prepared by the consulting engineers of the City (currently HLA Engineering and Land Surveying, Inc.), and approved by the City. The total cost of the Project is estimated to be at least \$2,374,611. The Council may make such changes prior to or during the actual construction of the Project where, in its judgment, it appears advisable.

### **Section 4. Authorization of the Bond**

For the purpose of paying part of the Costs of the Project and retiring the Note, the City shall issue the Bond in the maximum principal amount of \$2,111,000. The Bond shall be a special obligation of the City payable from Net Revenue and Sewer ULID Assessments. The Bond shall not be a general obligation of the City. The City’s full faith, credit and resources are not pledged for the payment of the Bond.

### **Section 5. Purpose, Authorization and Description of the Note**

(a) For the purpose of providing the funds with which to pay Costs of the Project pending the issuance of the Bond, the City shall issue and deliver its Sewer Revenue Bond

Anticipation Note, 2022 (Non-Revolver Line of Credit) (*i.e.*, the “Note”), in the maximum principal amount of \$2,111,000, pursuant to the terms of this Ordinance. The Note shall be dated the Issue Date; shall mature on the Maturity Date, unless extended pursuant to Section 6 of this Ordinance; shall be issued in fully registered form as to both principal and interest on the Note Register; and shall be numbered R-1, with any additional designation as the Note Registrar deems necessary for purposes of identification.

(b) Upon satisfaction of applicable requirements of the USDA and the conditions described in the Bank Offer, the City may make incremental draws upon the Note (*i.e.*, the “Draws”) one time each month during the term of the Note for the purpose of providing the funds with which to pay Costs of the Project. Draws may be in any dollar amount; *provided*, that the first Draw shall be in an amount equal to or greater than \$51,000. No Draw may exceed the total amount of the costs to be paid from such Draw, and the proceeds of each Draw shall be used immediately to pay those costs. Draws shall be recorded on the Draw Record attached to the Note, or in such other form as the City and the Registered Owner may agree. Draws are not subject to approval by the Registered Owner, but shall be limited to an aggregate principal amount of \$2,111,000. The City shall submit to the Registered Owner, with each request for a Draw, an outlay report and written approval from USDA for the release of funds, not less than three days prior to the requested disbursement date (unless the Registered Owner consents to honor a Draw request on less than three days’ advance notice).

(c) Each Draw shall bear interest at the Interest Rate, except as otherwise provided in Section 13(c) of this Ordinance. Interest shall be calculated on a 360-day year of twelve 30-day months, and shall accrue from the date of that Draw on the principal amount of the Draw outstanding. Principal, together with all accrued interest on the Note shall be payable on the final Maturity Date or, if earlier, the date of prior redemption. If the Note is not paid when properly presented for payment on its final Maturity Date or date of prior redemption, the City shall be obligated to pay interest on the Note at the applicable interest rate from and after its maturity or prior redemption date until the Note, both principal and interest, is paid in full or until sufficient money for that payment in full is on deposit in the Debt Service Account, and the City has given the Registered Owner notice that such money is available to make such delinquent payment.

#### **Section 6. Designation of Officer to Make Draws and Extend Maturity Date**

The Council has determined it to be in the best interest of the City that the Mayor and the Treasurer, or such other person(s) as they may designate, be and hereby are severally authorized to:

(a) make Draws in the amounts and at the times as either of such officials may determine hereafter, those Draws to be made in accordance with the terms and provisions set forth herein; and

(b) extend the Maturity Date for one additional 18-month period.

**Section 7. Appointment of Note Registrar, Registration and Transfer of the Note**

(a) The Treasurer is hereby appointed and designated to serve as the Note Registrar. The Note Registrar shall keep, or cause to be kept, at its office, sufficient books for purposes of registering the name, mailing address and taxpayer identification number of the Registered Owner of the Note, and for registering any transfer of Note ownership. The books and records maintained by the Note Registrar for such purpose shall be considered the Note Register for purposes of this Ordinance. The Note Register shall at all times be open to inspection by the City. In addition to maintaining the Note Register, the Note Registrar is authorized and directed to perform the following duties with respect to the Note: (i) to authenticate the Note upon the initial issuance thereof by executing the Certificate of Authentication contained thereon; (ii) to authenticate and deliver any Note that is transferred in accordance with the provisions thereof and this Ordinance; (iii) to serve as the City's paying agent for the Note; (iv) to imprint on each Note transferred or exchanged pursuant to this Ordinance the name of the Registered Owner, the maximum principal amount of the Note, the interest rate borne by the Note, and the maturity date of the Note; (v) to cancel the Note returned to the Note Registrar upon the payment in full thereof by punching holes through the signatures on the Note and by writing clearly across the face of such Note the word "cancelled"; and (vi) to carry out all of the Note Registrar's duties otherwise described in this Ordinance and to comply fully with all applicable federal and State laws and regulations respecting the carrying out of those duties. The Note Registrar shall be responsible for its representations contained in the Certificate of Authentication on the Note.

(b) The Note may be assigned or transferred only: (i) in whole; (ii) to the successor to the business and assets of the Bank; (iii) if endorsed in the manner provided thereon and surrendered to the Note Registrar; and (iv) if the transferee provides the Note Registrar with an executed transfer certificate in substantially the form to be attached to the Note. Any such transfer shall be without cost to the Registered Owner or transferee (other than any cost incurred by the Registered Owner or transferee in preparing and delivering such transfer certificate) and shall be noted on the Note Register. The Note Registrar shall not be obligated to assign or transfer the Note during the 15 days preceding any payment or prepayment date.

**Section 8. Deposit of Note Proceeds**

The principal proceeds received as a result of Draws on the Note shall be paid into the Construction Account and used to pay Costs of the Project. Interest earnings on Draws, if any, shall be retained in the Construction Account and used to pay Costs of the Project.

**Section 9. Payment of the Note**

The principal of and interest on the Note shall be payable in lawful money of the United States of America and shall be paid by electronic transfer, automatic withdrawal or other method specified by the Registered Owner and allowed by State law. Upon receipt of the final payment of principal of and interest on the Note, whether on the final Maturity Date or upon prepayment, the Registered Owner shall present and surrender the Note to the Note Registrar to be cancelled or destroyed in accordance with law. The City and the Note Registrar may deem and treat the Registered Owner as the absolute owner of the Note for the purpose of receiving payment of principal and interest and for all other purposes, and neither the City nor the Note Registrar shall



be affected by any notice to the contrary other than proper notice of assignment or transfer. All payments shall be applied first to interest and then to principal as of the date actually received by the Registered Owner.

**Section 10. Pledge of Bond Proceeds and Net Revenue**

The City irrevocably pledges to redeem the Note on the final Maturity Date or date of prior redemption from the proceeds of the Bond. The City hereby pledges Net Revenue to the payment of the Note. The Note shall be payable only from the Debt Service Account as provided herein and shall not be a general obligation of the City, the State or any political subdivision thereof. The City's full faith, credit and resources are not pledged to the payment of the Note.

**Section 11. Prepayment and Redemption Provisions**

The City reserves the right and option to prepay and redeem the outstanding principal amount of the Note, in whole, at par plus accrued interest to the date of prepayment, on any business day during the term of the Note. Interest on the Note shall cease to accrue on the date of such prepayment. The City will provide the Registered Owner with written notice of any intended prepayment at least 15 days prior to such prepayment date.

**Section 12. Note Form and Execution**

(a) The Note shall be prepared in a form consistent with the provisions of this Ordinance and State law, shall be signed by the Mayor and Clerk, either or both of whose signatures may be manual or in facsimile, and shall have the seal of the City (or facsimile reproduction thereof) impressed or printed thereon.

(b) The Note shall not be valid or obligatory for any purpose, or entitled to the benefits of this Ordinance, unless it bears a certificate of authentication manually signed by the Note Registrar stating: "This Note is the fully registered City of Selah, Washington, Sewer Revenue Bond Anticipation Note, 2022 (Non-Revolving Line of Credit), described in the Note Ordinance." A minor deviation in the language of such certificate shall not void a certificate of authentication that otherwise is substantially in the form of the foregoing. The authorized signing of a certificate of authentication shall be conclusive evidence that the Note so authenticated has been duly executed, authenticated and delivered and is entitled to the benefits of this Ordinance.

(c) If any officer whose signature appears on the Note ceases to be an officer of the City authorized to sign notes before the Note bearing such officer's signature is authenticated or delivered by the Note Registrar or issued by the City, that Note nevertheless may be authenticated, delivered and issued and, when authenticated, delivered and issued, shall be as binding upon the City as though that person had continued to be an officer of the City authorized to sign notes. Any Note also may be signed and attested on behalf of the City by any person who, on the actual date of the signing of the Note, is an officer of the City authorized to sign notes, although such person did not hold the required office on the date of issuance of the Note.

### **Section 13. Tax Covenants**

(a) Preservation of Tax Exemption for Interest on the Note. The City covenants that it will take all actions necessary to prevent interest on the Note from being included in gross income for federal income tax purposes, and it will neither take any action nor make or permit any use of proceeds of the Note or other funds of the City treated as proceeds of the Note at any time during the term of the Note which will cause interest on the Note to be included in gross income for federal income tax purposes.

(b) Designation of the Note as a “Qualified Tax-Exempt Obligation.” The City designates the Note as a “qualified tax-exempt obligation” for the purposes of Section 265(b)(3) of the Code, and makes the following findings and determinations:

(i) the Note does not constitute a “private activity bond” within the meaning of Section 141 of the Code;

(ii) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds and other obligations not required to be included in such calculation) that the City and any entity subordinate to the City (including any entity that the City controls, that derives its authority to issue tax-exempt obligations from the City, or that issues tax-exempt obligations on behalf of the City) will issue during the calendar year in which the Note is issued will not exceed \$10,000,000; and

(iii) the amount of tax-exempt obligations, including the Note, designated by the City as “qualified tax-exempt obligations” for the purposes of Section 265(b)(3) of the Code during the calendar year in which the Note is issued does not exceed \$10,000,000.

(c) Determination of Taxability. Upon a Determination of Taxability, the Note shall immediately bear interest at the Taxable Rate.

### **Section 14. Approval of Bank Offer; Authorization of City Officials**

The Bank has presented the Bank Offer, which written Bank Offer is on file with the Clerk and is incorporated herein by this reference. The Council finds that accepting the Bank Offer is in the City’s best interest and therefore accepts the same. The Note will be printed at City expense and will be delivered to the Bank in accordance with the Bank Offer, together with the approving legal opinion of Foster Garvey P.C., municipal bond counsel, regarding the Note. The Mayor and the Clerk-Treasurer, or such other person(s) as they may designate, are severally authorized and directed to do everything necessary for the prompt delivery of the Note to the Bank and for the proper application and use of the proceeds of the Draws made pursuant to the Note.

### **Section 15. Reporting Requirements**

For so long as the Note is outstanding and held by the Bank, the City shall provide its annual financial statements/reports, audited financial statements/reports and annual budgets to the Bank along with such additional information as the Bank may reasonably request.

**Section 16. Severability; Ratification**


If any provision of this Ordinance shall be declared by any court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed separable from the remaining provisions of this Ordinance and shall in no way affect the validity of the other provisions of this Ordinance or of the Bond. All actions heretofore taken by the City consistent with the provisions of this Ordinance are ratified, confirmed and approved.

**Section 17. Effective Date of Ordinance**

This Ordinance shall become effective from and after its passage by the Council, approval by the Mayor, and five days after publication of this Ordinance, or a summary thereof, as required by law. The title of this Ordinance is approved as a summary of this Ordinance.

PASSED by the City Council and APPROVED by the Mayor of the City of Selah, Washington, on December 14, 2021, at a regular open public meeting thereof.

CITY OF SELAH, WASHINGTON

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
Clerk-Treasurer

ORD# 2148

( S E A L )

CERTIFICATE

I, the undersigned, the Clerk-Treasurer of the City of Selah, Washington (the "City"), hereby certify as follows:

1. The foregoing Ordinance No. 2148 (the "Ordinance") is a full, true and correct copy of the Ordinance duly passed at a regular meeting of the City Council of the City (the "Council") held on December 14, 2021 (the "Meeting"), as that Ordinance appears on the minute book of the City.

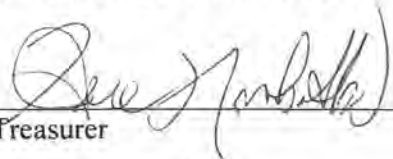
2. The Ordinance will be in full force and effect five days after the publication of its summary in the City's official newspaper;

3. Pursuant to various proclamations and orders issued by the Governor of the State of Washington options were provided for the public to attend the Meeting remotely, including by telephonic access and, as available, internet access, which options provided the ability for all persons attending the Meeting remotely to hear each other at the same time.

4. The Meeting was duly convened and held in all respects in accordance with law, the public was notified of the access options for remote attendance, a quorum of the members of the Council was present throughout the Meeting and a sufficient number of members of the Council so present voted in the proper manner for the passage of the Ordinance.

IN WITNESS WHEREOF, I have hereunto set my hand on December 14, 2021.

CITY OF SELAH, WASHINGTON

  
Clerk-Treasurer

ORD #2148

(SEAL)



October 15, 2021

Dale Novobielski  
Clerk – Treasurer  
City of Selah  
115 West Naches Avenue  
Selah, WA 98942

Rocky Wallace  
Public Works Director  
City of Selah  
115 West Naches Avenue  
Selah, WA 98942

RE: Updated Proposal Letter for Interim Financing

Greetings,

On behalf of Banner Bank (“Bank”) Patti Vasquez and I are pleased to offer you and the City of Selah, WA (“City”) this updated interim financing proposal for the City’s sewer system improvement project. It is in the form of an 18-month \$2,111,000 Sewer Revenue Bond Anticipation Note (“Note”) which is to be permanently financed by the Rural Development Program of the United States Department of Agriculture (“Agency”). Proceeds may also be used to pay Note issuance expenses.

The Bank’s Yakima Commercial Banking Center (“CBC”) located in Yakima will be responsible for servicing this interim financing working closely with the Bank’s Selah Branch. Patti Vasquez is the Bank officer at Yakima CBC responsible for this Note. Patti and her CBC colleagues will handle all draws on the Note during construction and also principal and interest payments to the Bank again working closely with the Selah Branch.

This proposal letter does not constitute a commitment on the part of the Bank to provide the City this financing, but is for the purpose of substantially representing terms and conditions, based upon information provided. These terms and conditions must be approved in a formal credit underwriting and approval process

within the Bank (which is now underway) prior to the Bank making the formal commitment to the City.

**Borrower:** City of Selah, WA (“City” or “Borrower”)

**Amount:** \$2,111,000.00

**Proposed Form:** Tax-exempt, bank-qualified, Sewer Revenue Bond Anticipation Note (“Note”) in the form of a Non-Revolving Line of Credit.

**Term/Maturity:** 18 months with an option to extend for another 18 months.

**Interest Rate:** The interest rate is a tax-exempt bank-qualified interest rate of 2.15% fixed for the life of the Note. Interest rate is based upon today’s market interest rates and is subject to change, at the sole discretion of the Bank, if the closing on this Note does not occur by December 15, 2021.

**Interest Payment:** There will be a single interest payment due and payable at the end of the Note. Interest will be calculated on the basis of twelve 30-day months and a 360-day year (30/360).

**Repayment:** Note will be structured with a single bullet payment of principal plus unpaid interest due and payable at maturity. All payments will be applied first to accrued interest and then to principal on the date payments are actually received by the Bank.

**Draw Period:** Draw period will be 18 months. The required minimum initial draw at closing per IRS regulations is 5.0% of the Note amount or \$51,000, whichever is smaller. Note proceeds can be advanced one time each month with a written request to the Bank (Yakima CBC) at least three (3) business days prior to the day the Draw will be deposited directly into the City’s bank account at the Selah Branch of Banner Bank. Bank will not disburse the first or initial draw on this Note until authorized to do so by Marti Canatsey from USDA Rural Development.

**Taxable Rate:** The tax-exempt fixed interest rate above is based upon this Note qualifying for tax-exempt status for life of indebtedness. In the event this Note or a portion of it ceases to qualify for tax-exempt status, the fixed interest rate described above shall be

immediately converted to the equivalent taxable interest rate of 2.72% as of the date of the loss of tax-exempt status.

**Prepayment:** With 15 days written notice, the City may prepay the obligation represented by the Note in whole prior to maturity and the Bank will not charge a prepayment fee in conjunction with such prepayment.

**Bank Fees:** Bank will have no loan origination fee for this Note and no unused Note Line of Credit fee (“Unused Line Fee”).

City is responsible for the Bank’s out of pocket attorney fees in the amount of \$3,500 payable at closing. City is responsible for its Bond Counsel fees.

**Security:** Irrevocable commitment by the City to use proceeds from the \$2,111,000 Agency Loan and/or other City funds to repay the Bank’s interim financing including all outstanding principal plus accrued interest, at or before the Note’s maturity.

**Legal Opinion:** Bank shall receive a legal opinion from the City’s bond counsel, satisfactory to the Bank, (1) stating that the City’s Note indebtedness and all the terms and conditions of applicable Note documents and transactions described therein are in full compliance with Washington State and Federal Law, are binding upon and enforceable against the City and do not violate the City’s formation or constituent documents, or any applicable law; (2) stating that the indebtedness being incurred is a legal and valid obligation of the City; (3) stating the City’s transaction with the Bank is a qualified tax-exempt obligation pursuant to Section 265(b)(3) of the United States IRS Code (“Code”) and the interest income to the Bank is excluded from federal income tax pursuant Section 103 of the Code; (4) confirming the authority of the City to incur the indebtedness and to issue this Note; and (5) confirming that the City’s Note Ordinance authorizing this indebtedness and irrevocably pledging the security for repayment of this indebtedness is valid and authorized.

**Other Terms and Conditions:**

1. The City shall pledge the proceeds of the Agency's Loan to repay the Note, which shall be the primary source of security for the Bank. As additional security, the City shall pledge, on a parity lien basis with the City's Agency Loan, all net revenue of City's sewer system. Such pledge shall be declared to be a parity lien and charge on all net revenues of the City's sewer system.
2. The City shall agree to remain at all times in compliance with the conditions set forth in the June 21, 2021 Letter of Conditions from the Agency and all subsequent letters and instructions from the Agency, including any amendments thereto, and shall further agree that failure to remain in compliance with said conditions shall constitute a default on the Note.
3. A letter from the USDA in relation to said project confirming:
  - a. Final plans and specification have been prepared and approved.
  - b. Bids have been taken
  - c. City is prepared to award the construction contract
  - d. Conditions of closing on the \$2,111,000 Agency loan can be met.
  - e. Funds have been obligated for the project by the Agency.
4. A PDF-scanned copy of the executed Ordinance passed by the city council of the City authorizing the issuance of the Note.
5. Bank to receive the original executed and registered Note at closing.
6. A copy of IRS Form 8038-G in respect of the Note.
7. Financial information as required by Bank, including City's Annual Financial Statements/Reports, Final Audited Reports/Financial Statements, and Annual Budgets, as available.
8. Note and Note documentation to be prepared by the City's bond counsel and are subject to review and acceptance by the Bank and Bank's legal counsel.

Please contact Patti Vasquez or Darwin Parker with questions about the Bank's financing proposal. We at Banner Bank look forward to this partnership with the City on financing the City's significant and important sewer improvement project that is so important to the City and the community it serves.

Sincerely,



Patti Vasquez, Vice President and  
Commercial Relationship Manager  
Yakima Commercial Banking Center  
Office: 509-573-6709  
Cell: 509-379-0369



Darwin W. Parker  
Vice President Public Finance  
Office: 509-735-0889  
Cell: 509-308-2790  
Email: [DParker@bannerbank.com](mailto:DParker@bannerbank.com)



City of Selah, WA – Sewer Revenue Bond Anticipation Note  
October 15, 2021

Email: [pvasquez@bannerbank.com](mailto:pvasquez@bannerbank.com)

The contents of this document are confidential and are not to be shared with outside third parties with the exception of the City's accountants, attorneys and financial advisors unless required to do so by a public record request pursuant to the Washington Public Records Act.

**ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW."**



## Selah City Council

### AGENDA ITEM SUMMARY

Meeting Date: 12/14/2021

Agenda Number: O-2

Action Item

**Title:** An Ordinance Amending Title 8, Section 8.70.070, of the Selah Municipal Code Related to Speed Limits-Exceptions.

**From:** Rocky D. Wallace, Public Works Director

**Action Requested:** Approval

**Staff Recommendation:** To approve the attached Ordinance, in the form presented, to set the speed limit on West and East Goodlander Road to thirty, 30 MPH, from Lander Road to North Wenas Road, on both sides of the road.

**Board/Commission Recommendation:** Not Applicable

**Fiscal Impact:** Not Applicable

**Funding Source:** Not Applicable

**Background/Findings/Facts:** The existing speed limit on East Goodlander Road is thirty-five miles per hour, 35 MPH, from North First Street to North Wenas Road. The City has received several request to reduce the speed limit. The existing speed limit on West Goodlander Road is twenty-five miles per hour, 25 MPH, from North First Street to the west end. The city has received several request to increase the speed limit, some requests as high as 35 MPH. The cities consultant engineering firm was asked to review the request to increase West Goodlander Road from 25 MPH to 35 MPH and it was not recommended, see the attached email. The consultant did concur that East Goodlander Road could be lowered to 30 MPH.

**Recommended Motion:** I move to approve the Ordinance as written

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

**Date:**                      **Action Taken:**

9/8/2009

Ordinance No. 1775 Amending Selah Municipal Code Title 8 Traffic, Section 8.70.070 to Reduce Speed Limit During Construction.

## Henne, Joe

---

**From:** Terry Alapeteri <talapeteri@hlacivil.com>  
**Sent:** Tuesday, November 23, 2021 11:15 AM  
**To:** Henne, Joe  
**Cc:** Wallace, Rocky  
**Subject:** West Goodlander Speed

Joe,

Our tube counters were close to the corner on West Goodlander, so the speeds are not a good representation. 67% of the traffic speed was 19-25 mph, which seems lower than expected.

We also checked the accident data and found no injury accidents dating back to, and including, 2018.

Per our discussion by phone, HLA would not recommend changing the speed to 35 mph due to the steep grade, and numerous intersection and driveways along the roadway. We would recommend a speed analysis with traffic counters at least 500 feet from the stop sign at First Street before changing the speed limit. Let me know if you need anything else related to this issue.



**Terry D. Alapeteri, PE**

HLA Engineering and Land Surveying, Inc.  
2803 River Road Yakima, WA 98902  
Office: 509-966-7000 | Cell: 509-388-7996  
[talapeteri@hlacivil.com](mailto:talapeteri@hlacivil.com) | [www.hlacivil.com](http://www.hlacivil.com)

ORDINANCE NO. 2149

**AN ORDINANCE AMENDING TITLE 8, SECTION 8.70.070, OF THE SELAH MUNICIPAL CODE, RELATING TO SPEED LIMITS – EXCEPTIONS.**

WHEREAS, the City Council desires to amend Title 8, Section 8.70.070 of the Selah Municipal Code Related to Speed limits-Exceptions; and

WHEREAS, the City Council recognizes that traffic volumes, topography, and roadway conditions are significant factors that must be used to establish speed limits and that speed limits must vary accordingly; and

WHEREAS, Title 8, Section 8.70.070 of the Selah Municipal Code, Related to Speed Limits-Exceptions was last amended by Ordinance 1775;

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

That there is herein enacted an amendment to Title 8, Chapter 8.70, Section 8.70.070 of the Selah Municipal Code reading and to be codified as follows:

Section 1. Selah Municipal Code, Chapter 8.70, Section 8.70.70, is hereby amended to read as follows:

**8.70.070 Speed Limits-Exceptions:**

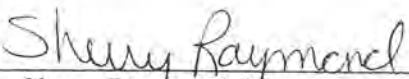
- A. South First Street from Selah Avenue, south to city limits, thirty-five miles per hour.
- B. South First Street from Naches Avenue to Selah Avenue, thirty miles per hour.
- C. North First Street, north bound traffic, from Naches Avenue, north to the north city limits, thirty miles per hour.
- D. North First Street, south bound traffic, from Naches Avenue, north to Fremont Avenue, thirty miles per hour.
- E. North First Street, south bound traffic, from Fremont Avenue, north to Merinda Drive, twenty-Five miles per hour.
- F. North First Street, south bound traffic, from Merinda Drive, north to north city limits, thirty miles per hour.
- G. North Wenas from Naches Avenue, to Home Avenue, thirty miles per hour.
- H. North Wenas Road from Home Avenue, north to city limits, thirty-five miles per hour.
- I. West Selah Avenue from South Third Street to South Fifth Street, twenty miles per hour.
- J. Speyers Road from Ninth Street, west to west city limits, thirty miles per hour.
- K. South Third Street from Selah Avenue, north to Naches Avenue, twenty miles per hour.
- L. School zones, when marked by flags or flashing lights, twenty miles per hour.
- M. Maximum alley speed limit, fifteen miles per hour.
- N. Crusher Canyon Road from Fourth Street, west to city limits, thirty miles per hour.

- O. Maximum speed on any road under construction will be fifteen miles per hour until construction is completed, at which time the speed limit will revert to the regular requirement.
- P. West Goodlander from North First Street to Lander Road, thirty miles per hour, both sides to the road.
- Q. East Goodlander from North First Street to North Wenas, thirty miles per hour, both sides of the road.

Section 2. Severability. Should any section, paragraph, sentence, clause or phase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be preempted by state or federal law or regulation such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 3. Effective date. This ordinance shall be published in the official newspaper of the City and shall take effect and be in full force thirty (30) days after the date of publication.

PASSED AND ORDAINED BY THE CITY COUNCIL OF THE CITY OF SELAH,  
WASHINGTON THIS 14<sup>th</sup> DAY OF DECEMBER 2021.

  
\_\_\_\_\_  
Sherry Raymond, Mayor

ATTEST:

  
\_\_\_\_\_  
Dale Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Rob Case, City Attorney



# Selah City Council

## AGENDA ITEM SUMMARY

Meeting Date: 12/14/2021

Agenda Number: O-3

Action Item

**Title:** Ordinance Amending the 2021 Budget for Miscellaneous Adjustments

**From:** Dale Novobielski, Clerk/Treasurer

**Action Requested:** Approval

**Staff Recommendation:** To approve the attached Ordinance in the form written

**Board/Commission Recommendation:** Not Applicable

**Fiscal Impact:** Fund 001 General Revenues increased \$ 422,949 more than Expenditures and fund 308 Civic Center Capital Improvements \$ 7,635.

**Funding Source:** See above

**Background/Findings/Facts:** To amend the 2021 budget for various expenditures not currently provided for in the budget, as follows: Fund 001 General – Legislative: Zoom meetings. Court: Cares grant – COVID PPE. Executive: Legal settlement with previous City Administrator. Facilities: ARPA grant from WA State DOC. Police: unanticipated overtime. Detention and/or Corrections: Inmate Housing costs. Code & Building: Building Permit activity. Recreation Svcs: Increase in soccer program activity. Non-Departmental: Increase in sales taxes due to construction activity in the community. Fund 308 Civic Center Capital Projects: repair of exterior West wall damaged by a vehicle.

**Recommended Motion:** I move to approve the Ordinance amending the 2021 budget for miscellaneous adjustments.

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

**Date:**                      **Action Taken:**

None

ORDINANCE NO. 2150

**AN ORDINANCE AMENDING THE 2021 BUDGET FOR MISCELLANEOUS ADJUSTMENTS**

WHEREAS, the City desires to approve miscellaneous adjustments to the 2021 Budget;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, does ordain as follows: that the Clerk-Treasurer be authorized to amend the 2021 Budget as follows:

**001 General**

Legislative

001.000.011.511.60.41.00 Professional Services \$ 3,000

Court

001.000.012.333.21.00.00 Cares Grant – COVID 2,489

001.000.012.512.50.31.00 Office & Operating Supplies 2,489

Executive

001.000.013.513.10.49.04 Claims & Damages 100,000

Facilities

001.000.018.332.92.10.00 ARPA – Coronavirus 1,129,838

Police

001.000.021.521.20.12.00 Overtime Pay 15,000

001.000.021.521.20.16.00 Comptime Pay 9,000

Detention and/or Corrections

001.000.023.523.61.41.01 Inmate Housing – Yakima Co 27,000

Code & Building

001.000.058.322.10.00.00 Building Permit Fees 80,000

001.000.058.558.52.41.00 Professional Services 10,000

Recreation Services

001.000.071.347.66.00.00 Selah FC Soccer 9,807

001.000.071.347.66.01.00 Inst. Fees Soccer 3,268

001.000.071.571.20.41.03 Selah FC Soccer 6,126

Non-Departmental

001.000.098.313.11.00.00	Sales Tax	\$ 500,000
001.000.999.508.10.01.00	New Ending Reserved Cash & Invest – ARPA	1,129,838
001.000.999.508.80.00.00	New Ending Unreserved Cash & Invest.	1,584,313

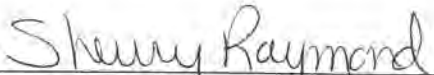
**118 Civic Center**

118.000.075.397.00.00.00	Operating Transfers-In – F308 CC Cap Improv	\$ 7,635
118.000.094.594.75.63.00	Other Improvements	\$ 7,635

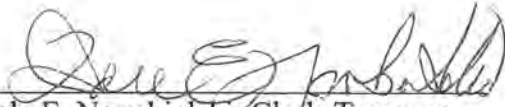
**308 Civic Center Capital Projects**

308.000.097.597.00.01.00	Operating Transfers-Out – F118 CC	\$ 7,635
308.000.008.508.80.00.00	New Ending Unreserved Cash & Investments	\$ 29,465

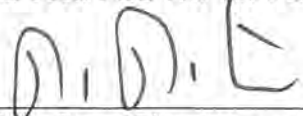
PASSED AND ORDAINED BY THE CITY COUNCIL OF THE CITY OF SELAH,  
WASHINGTON this 14<sup>th</sup> day of December 2021.

  
Sherry Raymond, Mayor

ATTEST:

  
Dale E. Novobielski, Clerk-Treasurer

APPROVED AS TO FORM:

  
Rob Case, City Attorney





## Selah City Council

### AGENDA ITEM SUMMARY

Meeting Date: 12/14/2021

Agenda Number: O-4

Action Item

**Title:** Ordinance Establishing the 2022 Base Salary and Wage Schedule for Management, Confidential and Unrepresented Employees

**From:** Dale Novobielski, Clerk/Treasurer

**Action Requested:** Approval

**Staff Recommendation:** To approve the attached Ordinance in the form written

**Board/Commission Recommendation:** Not Applicable

**Fiscal Impact:** As reflected within the budget document

**Funding Source:** Various Funds

**Background/Findings/Facts:** To establish the 2022 Base Salary and Wage Schedule for Management, Confidential and Unrepresented Employees.

**Recommended Motion:** Move to approve the Ordinance Establishing the 2021 Base Salary and Wage Schedule for Management, Confidential and Unrepresented Employees

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

**Date:**                      **Action Taken:**

None

ORDINANCE NO. 2151

ORDINANCE ESTABLISHING THE 2022 BASE SALARY AND WAGE SCHEDULE FOR  
MANAGEMENT, CONFIDENTIAL AND UNREPRESENTED EMPLOYEES

THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, does approve and adopt the following “2022 Base Salary and Wage Schedule” for management, confidential and unrepresented employees:

**FULL-TIME REGULAR**

**MONTHLY SALARY (gross)**

Administrative

Attorney	\$13,800
Clerk-Treasurer	9,278
Court Clerk & Administrator	4,677
Human Resources/Public Records Manager	6,329
Payroll & Accts. Payable Specialist	4,677
Utility Billing Specialist	4,677

Community Services

Community Services Manager	5,002
Recreation Coordinator	3,698
Facility Coordinator	3,698

Executive

City Administrator	10,313
--------------------	--------

Police Department

Police Chief	\$9,891
--------------	---------

Fire Department

Fire Chief	10,981
Deputy Fire Chief – Step 3	8,785
Deputy Fire Chief – Step 2	8,463
Deputy Fire Chief – Step 1	8,141
Captain – Step 3	7,037
Captain – Step 2	6,849
Captain – Step 1	6,662
Lieutenant – Step 3	6,474
Lieutenant – Step 2	6,304
Lieutenant – Step 1	6,135

Fire Department

Firefighter – Step 3	5,956
Firefighter – Step 2	5,479
Firefighter – Step 1	4,840
Firefighter Probationary	4,636
Fire Administrative Asst	4,600

Public Works: Administration & Utilities

Public Works Director	\$8,328
Public Works Utility Supervisor	8,078
Public Works Engineer Technician	4,916
Public Works Administrative Assistant	4,399

Public Works: Community Development

Community Development Supervisor	8,078
Building & Code Inspector	5,442
Code Enforcement & Stormwater	4,273
Planning & Building Permit Specialist	3,909

Public Works: Wastewater Treatment Plant

Wastewater Treatment Plant Supervisor	7,445
Wastewater Treatment Plant Operator IV	5,693
Wastewater Treatment Plant Operator III	5,451
Wastewater Treatment Plant Operator II	5,107
Wastewater Treatment Plant Operator I	4,760
Wastewater Treatment Plant Operator Trainee	4,414
Wastewater Treatment Plant Lab Tech IV	6,004
Wastewater Treatment Plant Lab Tech III	5,693
Wastewater Treatment Plant Mechanic II	4,716
Wastewater Treatment Plant Mechanic I	4,418

PART-TIME AND SEASONAL

HOURLY WAGE (gross)

Office Assistant	\$18.78 hr.
Public Works Parks & Maintenance Laborer II	\$17.42 hr.
Public Works Parks & Maintenance Laborer I	\$15.31 hr.
Recreation Sports Supervisor	\$15.78 hr.
Recreation Programs: Sports Referee III	\$14.79 hr.
Recreation Programs: Sports Referee II	\$14.49 hr.
Recreation Programs: Sports Referee I or Scorekeeper	\$14.23 hr.
Recreation Programs: Contracted Instructor	70% of revenue

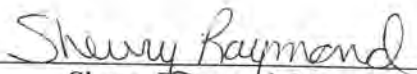
*Additionally, consistent with state law, referees and scorekeepers who are 14 or 15 years of age may be paid 85% of the then-applicable minimum wage (which as of the adoption of this Ordinance equates to \$12.10 per hour (gross)).*

**OVERTIME AND OTHER COMPENSATION**

As reflected by its title, this “2022 Base Salary and Wage Schedule” specifies only base salary and wages for the specified employees. By contrast, it does not specify any fringe benefits that such employees might earn or receive, nor does it specify any overtime that employees who are not “exempt” from wage and hour laws might earn and receive.

The effective date of this Ordinance is January 1, 2022.

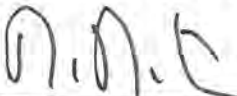
PASSED AND ORDAINED BY THE CITY COUNCIL OF THE CITY OF SELAH,  
WASHINGTON this 14<sup>th</sup> day of December, 2021.

  
Sherry Raymond, Mayor

ATTEST:

  
Dale E. Novobielski, Clerk Treasurer

APPROVED AS TO FORM:

  
Rob Case, City Attorney



## Selah City Council

### AGENDA ITEM SUMMARY

Meeting Date: 12/14/2021

Agenda Number: O-5

Action Item

**Title:** Ordinance Adopting the Budget for the City of Selah, Washington for the Year Ending December 31, 2022.

**From:** Dale Novobielski, Clerk/Treasurer

**Action Requested:** Approval

**Staff Recommendation:** To approve the attached Ordinance in the form written

**Board/Commission Recommendation:** Not Applicable

**Fiscal Impact:** Appropriations of \$ 27,971,714.

**Funding Source:** The various operating and reserve funds of the City.

**Background/Findings/Facts:** In accordance with RCA 35A.33.075 the City is required to adopt is annual operating budget by Ordinance.

**Recommended Motion:** I move to approve the Ordinance adopting the 2022 budget for the City of Selah.

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

**Date:**            **Action Taken:** NONE

ORDINANCE NO. 2152

AN ORDINANCE ADOPTING THE BUDGET FOR THE CITY OF SELAH, WASHINGTON, FOR THE FISCAL YEAR ENDING DECEMBER 31, 2022

WHEREAS, the City council has considered the estimated revenues and appropriations required in budgeting and controlling the financial operations of the City for 2022 and has prepared a preliminary budget, published notices of hearings, and held public hearings as required by law;

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

Section 1. The budget for the year 2022 is hereby adopted at the fund level in its final form and content as set forth in the document entitled 2022 Budget.

Section 2. Estimated Revenues & Beginning Net Cash & Investments, Requested Appropriations and Estimated Ending Net Cash & Investments are described in summary as follows:

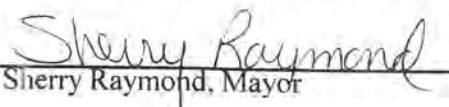
<u>Fund</u>	<u>Department</u>	<u>Est. Revenues &amp; Beginning Fund Balance</u>	<u>Appropriations</u>	<u>Estimated Ending Fund Balance</u>	<u>Total Requested Appropriations &amp; Ending Fund Balance</u>
001	General				
	Legislative		\$53,778		
	Court	\$57,750	159,487		
	Executive	94,360	186,754		
	Finance, Recording & Election Svcs		166,115		
	Legal	3,000	249,357		
	Facilities	1,128,735	29,607		
	Police	482,863	3,064,063		
	Detention	3,000	81,665		
	Emergency Svcs.		4,854		
	Pollution Control		3,214		
	Animal Control		61,979		
	Code & Building	162,045	225,678		
	Planning	10,839	114,715		
	Substance Abuse		2,500		
	Participant Recreation	104,693	218,157		
	Parks	35,500	557,934		
	Transfers-In	255,588			
	Transfers-Out		1,329,000		
	Non-Departmental	6,602,185	386,369		
		<u>\$8,940,558</u>	<u>\$6,895,226</u>	<u>\$2,045,332</u>	<u>\$8,940,558</u>

<u>Fund</u>	<u>Department</u>	<u>Est. Revenues &amp; Beginning Fund Balance</u>	<u>Appropriations</u>	<u>Estimated Ending Fund Balance</u>	<u>Appropriations &amp; Ending Fund Balance</u>
103	Fire Control	5,041,282	2,898,896	2,142,386	5,041,282
110	Street	851,453	653,676	197,777	851,453
111	Street Improvement	3,459,874	3,355,480	104,394	3,459,874
113	Paths & Trails	4,110	0	4,110	4,110
115	Local Access Street Imprc	325,500	206,726	118,774	325,500
118	Civic Center	187,251	169,796	17,455	187,251
119	Transit	871,281	765,861	105,420	871,281
121	Tourism	65,050	13,280	51,770	65,050
140	Contingency Reserve	180,300	0	180,300	180,300
150	Fire Equipment Reserve	1,262,000	1,104,100	157,900	1,262,000
153	EMS Equipment Reserve	27,050	0	27,050	27,050
170	CE Equipment Reserve	799,818	255,588	544,230	799,818
171	PW Equipment Reserve	636,100	50,000	586,100	636,100
180	Drugs & Alcohol Comm.	4,405	0	4,405	4,405
181	Crime Prev. Accum.Reser	3,360	0	3,360	3,360
301	Capital Improvement	893,000	0	893,000	893,000
303	Fire Control Building Res	45,030	0	45,030	45,030
308	Civic Center Capital	37,050	0	37,050	37,050
310	CE Building/Property Res	1,097,000	0	1,097,000	1,097,000
411	Water	4,297,282	2,484,600	1,812,682	4,297,282
415	Sewer	8,384,633	7,439,490	945,143	8,384,633
420	Solid Waste	1,287,300	1,052,990	234,310	1,287,300
461	Water Reserve	2,431,715	0	2,431,715	2,431,715
465	Sewer Reserve	1,676,922	623,450	1,053,472	1,676,922
		<u>\$42,809,324</u>	<u>\$27,969,159</u>	<u>\$14,840,165</u>	<u>\$42,809,324</u>

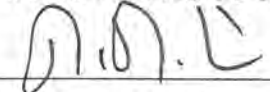
PASSED AND ORDAINED BY THE CITY COUNCIL OF THE CITY OF SELAH,  
WASHINGTON this 14th day of December, 2021.

ATTEST:

  
Dale E. Novobielski, Clerk-Treasurer

  
Sherry Raymond, Mayor

APPROVED AS TO FORM:

  
Rob Case, City Attorney

ORD # 2152



# Selah City Council

## AGENDA ITEM SUMMARY

Meeting Date: 12/14/2021

Agenda Number: O-6

Action Item

**Title:** Ordinance to Repeal Selah Municipal Code Chapters 12.24 and 12.26

**From:** Dale Novobielski, Clerk/Treasurer

**Action Requested:** Approval

**Staff Recommendation:** To approve the attached Ordinance in the form written

**Board/Commission Recommendation:** Not Applicable

**Fiscal Impact:** Not Applicable

**Funding Source:** Not Applicable

**Background/Findings/Facts:** The Selah Municipal Code (SMC) Chapters 12.24 and 12.26 provide for the operation of Clearing Funds, which are intended for the payment of Claims and Payroll with warrants. Warrants were a paper instrument used by the city prior to March 26, 1991 when the City Council approved Ordinance 1008 converting to the use of checks. SMC 12.24 and 12.26 should have been repealed at that time.

**Recommended Motion:** I move to approve the Ordinance repealing SMC Chapters 12.24 and 12.26.

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

**Date:**                      **Action Taken:**

None



ORDINANCE NO. 2153

**ORDINANCE REPEALING SELAH MUNICIPAL CODE CHAPTERS 12.24 AND 12.26**

WHEREAS, the City of Selah wishes to update Selah Municipal Code to reflect current practice;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON hereby ordains that Chapter 12.24 and 12.26 are fully repealed, thus removing the following language as shown in the lined-out clauses below:

~~Chapter 12.24 Payroll Fund~~

~~12.24.010 Created~~

~~There is hereby created a payroll fund into which moneys may be placed from time to time as directed by the council from funds available and upon which warrants may be drawn for the purpose of paying any moneys due employees of the City of Selah for salaries, wages and other professional services.~~

~~The accounts of the fund shall be so kept that they will show the department or departments and the respective amounts to which the payment is properly chargeable.  
(Ord. 464, 1971)~~

~~Chapter 12.26 Claims Fund~~

~~12.26.010 Created~~

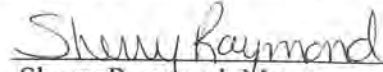
~~There is established a claims fund into which moneys may be placed from time to time from any funds which are available and upon which warrants may be issued and paid for payment of claims for any purpose.~~

~~The accounts of the fund shall be so kept that they will show the department or departments and the respective amounts for which each warrant is issued and paid.  
(Ord. 464, 1971)~~


~~12.26.020 Blanket Voucher~~

~~Claims fund vouchers shall be approved by the finance committee on a blanket voucher and so entered into the official minutes.(Ord. 464, 1971)~~

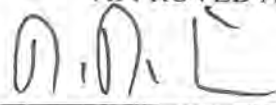
PASSED AND ORDAINED BY THE CITY COUNCIL OF THE CITY OF SELAH,  
WASHINGTON this 14<sup>th</sup> day of December 2021.

  
Sherry Raymond, Mayor

ATTEST:

  
Dale E. Novobielski, Clerk-Treasurer

APPROVED AS TO FORM:

  
Rob Case, City Attorney

# COUNCIL ROLL CALL LIST

Meeting Date: 12/14/2021

YES	ATTENDANCE	NO
✓	Kevin Wickenhagen	
✓	Jacque Matson	
✓	Suzanne Vargas	
✓	Clifford Peterson	
✓	Roger Bell	
✓	Michael Costello	
✓	Russell Carlson	

YES	AIS: N-6	NO
✓	Kevin Wickenhagen	
✓	Jacque Matson 1	
✓	Suzanne Vargas	
✓	Clifford Peterson	
✓	Roger Bell 2	
✓	Michael Costello	
✓	Russell Carlson	

LN.

YES	AIS: N-1	NO
✓	Kevin Wickenhagen	
✓	Jacque Matson	
✓	Suzanne Vargas	
✓	Clifford Peterson	
✓	Roger Bell 1	
✓	Michael Costello 2	
✓	Russell Carlson	

YES	AIS: N-8	NO
✓	Kevin Wickenhagen 1	
✓	Jacque Matson 2	
✓	Suzanne Vargas	
✓	Clifford Peterson	
✓	Roger Bell	
✓	Michael Costello	
✓	Russell Carlson	

LN.

YES	AIS: N-3	NO
✓	Kevin Wickenhagen 1	
✓	Jacque Matson	
✓	Suzanne Vargas 2	
✓	Clifford Peterson	
✓	Roger Bell	
✓	Michael Costello	
✓	Russell Carlson	

YES	AIS: N-9	NO
✓	Kevin Wickenhagen	
✓	Jacque Matson	
✓	Suzanne Vargas	
✓	Clifford Peterson	
✓	Roger Bell	
✓	Michael Costello 2	
✓	Russell Carlson 1	

LN.

YES	AIS: N-4	NO
✓	Kevin Wickenhagen	
✓	Jacque Matson 2	
✓	Suzanne Vargas	
✓	Clifford Peterson	
✓	Roger Bell 1	
✓	Michael Costello	
✓	Russell Carlson	

YES	AIS: 0-1	NO
✓	Kevin Wickenhagen	
✓	Jacque Matson	
✓	Suzanne Vargas	
✓	Clifford Peterson	
✓	Roger Bell 2	
✓	Michael Costello	
✓	Russell Carlson 1	

LN.

YES	AIS: N-5	NO
✓	Kevin Wickenhagen 2	
✓	Jacque Matson	
✓	Suzanne Vargas	
✓	Clifford Peterson 1	
✓	Roger Bell	
✓	Michael Costello	
✓	Russell Carlson	

YES	AIS: 0-3	NO
✓	Kevin Wickenhagen	
✓	Jacque Matson	
✓	Suzanne Vargas	
✓	Clifford Peterson 2	
✓	Roger Bell 1	
✓	Michael Costello	
✓	Russell Carlson	

LN.

LN.

LN.

LN.

LN.

# COUNCIL ROLL CALL LIST

Meeting Date: 12/14/2021

YES	ATTENDANCE	NO
	Kevin Wickenhagen	
	Jacquie Matson	
	Suzanne Vargas	
	Clifford Peterson	
	Roger Bell	
	Michael Costello	
	Russell Carlson	

YES	AIS:	NO
	Kevin Wickenhagen	
	Jacquie Matson	
	Suzanne Vargas	
	Clifford Peterson	
	Roger Bell	
	Michael Costello	
	Russell Carlson	

UN

YES	AIS: 0-4	NO
✓	Kevin Wickenhagen 2	
✓	Jacquie Matson	
✓	Suzanne Vargas	
✓	Clifford Peterson	
✓	Roger Bell	
✓	Michael Costello	
✓	Russell Carlson 1	

YES	AIS:	NO
	Kevin Wickenhagen	
	Jacquie Matson	
	Suzanne Vargas	
	Clifford Peterson	
	Roger Bell	
	Michael Costello	
	Russell Carlson	

UN

YES	AIS: 0-5	NO
✓	Kevin Wickenhagen	
✓	Jacquie Matson 1	
✓	Suzanne Vargas	
✓	Clifford Peterson 2	
✓	Roger Bell	
✓	Michael Costello	
✓	Russell Carlson	

YES	AIS:	NO
	Kevin Wickenhagen	
	Jacquie Matson	
	Suzanne Vargas	
	Clifford Peterson	
	Roger Bell	
	Michael Costello	
	Russell Carlson	

FAIL

YES	AIS: SUB 0-5	NO
	Kevin Wickenhagen	✓
	Jacquie Matson	✓
✓	Suzanne Vargas 1	
	Clifford Peterson	✓
	Roger Bell	✓
	Michael Costello	✓
✓	Russell Carlson 1	

YES	AIS:	NO
	Kevin Wickenhagen	
	Jacquie Matson	
	Suzanne Vargas	
	Clifford Peterson	
	Roger Bell	
	Michael Costello	
	Russell Carlson	

YES	AIS:	NO
	Kevin Wickenhagen	
	Jacquie Matson	
	Suzanne Vargas	
	Clifford Peterson	
	Roger Bell	
	Michael Costello	
	Russell Carlson	

YES	AIS:	NO
	Kevin Wickenhagen	
	Jacquie Matson	
	Suzanne Vargas	
	Clifford Peterson	
	Roger Bell	
	Michael Costello	
	Russell Carlson	