SELAH CITY COUNCIL

January 25, 2022

4:30pm: Study Session

RE: Use of UTV's on City Streets, Lease-Vehicle Program for the Selah Police Department, and Dispatching Services

5:30pm: Regular Scheduled Meeting

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
Meeting Date: 1/25/2022
4:30pm: Study Session
5:30pm: Regular Meeting
Via Zoom

Mayor:	Sherry Raymond
Mayor Pro Tem:	Russell Carlson
Council Members:	Kevin Wickenhagen
	Jared Iverson
	Elizabeth Marquis
	Clifford Peterson
	Roger Bell
	Michael Costello

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

City Administrator:	Joe Henne
City Attorney:	Rob Case
Clerk/Treasurer:	Dale Novobielski

AGENDA

A. **Call to Order –Mayor Raymond**

B. **Roll Call**

C. **Councilmember Absence – Motion to Excuse**

D. **Pledge of Allegiance**

E. **Invocation** – Provided by Alicia McClintic from the Selah Nazarene Church

F. **Agenda Changes** **None**

G. **Public Appearances/Introductions/Presentations**

1. Katrina Henkle, Selah Downtown Association – Update

H. **Getting To Know Our Businesses** **None**

I. **Communications**

The City of Selah is a non-charter code city and we are presently conducting a regular meeting between the Mayor and City Council. A maximum of thirty minutes will be allotted for public comments. Common-sense standards of decorum apply. Comments must be respectful; no profanity or insults are allowed. Comments must pertain to City business and official actions. Constructive criticism of City officials is allowed, but defamation, personal attacks and impertinent assertions are not allowed. Commenters are limited to one comment per meeting and a maximum of two minutes. City staff may disallow or modify any comment that is deemed inappropriate. These standards are subject to revision.

1. Oral

Stephanie Torpey Re: Parks and Rec Youth Sports

2. Written **None**

J. **Proclamations/Announcements**

Sherry Raymond 1. Proclamation Declaring January 23–29, 2022 as School Choice Week in Selah

K. **Consent Agenda**

All items listed with an asterisk (*) are considered routine by the City Council and will be enacted by one motion, without discussion. Should any Council Member request that any item of the Consent Agenda be considered separately, that item will be removed from the Consent Agenda and become a part of the regular Agenda.

* Treesa Morales 1. Approval of Minutes: January 11, 2022 Council Meeting

* Dale Novobielski 2. Approval of Claims & Payroll

* Agenda Item #N-6 Resolution Authorizing the Mayor to Sign a Probation Services Agreement with Yakima County and its District Court

L. **Public Hearings** **None**

M. **General Business**

1. New Business **None**
2. Old Business
   a. Rob Case: Oral update on the Purchasing and Contracting Policy

N. **Resolutions**

Jeff Peters 1. Resolution establishing February 22, 2022 as the date to conduct a public hearing to consider the vacation of an unopened right-of-way shown on the Duncan Addition Plat as "Wenas Avenue", and a 20 ft. wide right-of-way labeled "Alley" that extends south from Test Drive Lane requested by the Frontier Country Investments, LLC

Rocky Wallace 2. Resolution Authorizing the Mayor to Sign WSDOT Supplemental Agreement No. 1 between the City of Selah and HLA Engineering and Land Surveying, Inc., for Construction Engineering Services on the Fremont Avenue Sidewalk Improvements Project

Rocky Wallace	3. Resolution Authorizing the Mayor to Sign "Task Order No. 2022-01" between the City and HLA Engineering and Land Surveying, Inc., to Obtain Professional Engineering Services Related to the City's Parks and Recreation Plan Update
Rob Case	4. Resolution Authorizing the Mayor to Sign a Seven-Page "Settlement Agreement" between the City, Codefendants and Plaintiffs on the SAFE Litigation
* Joe Henne	5. Resolution Authorizing the Mayor to Sign a Probation Services Agreement with Yakima County and its District Court

O. **Ordinances**

Joe Henne	1. Ordinance Amending Selah Municipal Code Section 1.10.031 to Add a New Full-Time, Regular, Exempt, Non-Union Employee Position of Police Lieutenant
Dale Novobielski	2. Ordinance Amending Ordinance No. 2151 Establishing the 2022 Base Salary and Wage Schedule for Management, Confidential and Unrepresented Employees

P. **Public Appearances** **None**

Q. **Reports/Announcements**

1. Departments
2. Council Members
3. City Administrator
4. Boards
5. Mayor

R. **Executive Session** **30 Minutes**
Regarding: Litigation RCW 42.30.110(1)(i)

S. **Adjournment**

Next Regular Meeting February 8, 2022

From: Selah Webmaster
To: Morales, Treesa
Subject: New Public Comment Submission
Date: Thursday, January 13, 2022 11:58:14 AM

Meeting Type / Tipo de Reunión

Council Meeting

Meeting Date / Fecha de la Reunión

01/25/2022

Topic / Tema

Parks and Rec Youth Sports

How would you like to provide your comment? / ¿Cómo le gustaría dar su comentario?

I will attend the virtual meeting via Zoom Webinar to provide my comment. / Asistiré a la reunión para comentar.

How will you attend the meeting? / ¿Cómo te unirás a la reunión virtual?

I will join the Zoom Webinar. If so, please provide your name in the form below in order for the Clerk to identify you. / Me uniré al seminario webinar de Zoom. Si es así, proporcione su nombre en la forma abajo para que la secretaria lo identifique.

First & Last Name / Nombre y Apellido

Stephanie Torpey

Registered Voter?

Yes

Residency / Residencia

Selah 98942
United States
Map It

Phone Number / Número de Teléfono

(509) 480-7565

Email Address / Correo Electrónico

weisss12@yahoo.com

Written Comment / Comentario Escrito Público

As a member of the Selah Community, I would like to ask about the lack of youth sports season through Parks and Rec. I would also like to ask why the Basketball Season was cancelled and not postponed. Our children are suffering, and as we live in this post Covid world, we cannot keep locking our kids away as a response. I realize nothing will change, but as a parent, voter, and volunteer It is important to me that I at least try.

From: Selah Webmaster
To: Morales, Treesa
Subject: New Public Comment Submission
Date: Tuesday, January 25, 2022 4:33:01 AM

Meeting Type / Tipo de Reunión

Council meeting

Meeting Date / Fecha de la Reunión

01/25/2022

Topic / Tema

ARPA Fund use

How would you like to provide your comment? / ¿Cómo le gustaría dar su comentario?

I will submit my comment below for the City Clerk to read aloud at the meeting. / Presentaré mi comentario a continuación para que la secretaria de la ciudad lo lea en voz alta en la reunión.

How will you attend the meeting? / ¿Cómo te unirás a la reunión virtual?

I will join the Zoom Webinar. If so, please provide your name in the form below in order for the Clerk to identify you. / Me uniré al seminario webinar de Zoom. Si es así, proporcione su nombre en la forma abajo para que la secretaria lo identifique.

First & Last Name / Nombre y Apellido

David Zanotelli

Registered Voter?

Yes

Residency / Residencia

Selah 98942
United States
Map It

Phone Number / Número de Teléfono

(509) 424-8229

Email Address / Correo Electrónico

zman4454@yahoo.com

Written Comment / Comentario Escrito Público

I am trying to address the fact that the city had the option to provide hazard pay for our first responders from the ARPA (American rescue plan act). I show that the city used 1,129,838.00 for facility revenue in 2021 and 333,156.19 in the general fund in 2020. The Act states this

Eligible workers- The term eligible workers mean those workers needed to maintain continuity of operations of essential critical infrastructure sectors and additional sectors as each chief executive officer of a metropolitan city, non-entitlement unit of local government, or county may designate as critical to protect the health and well-being the residents.
Premium pay- The term premium pay means an amount of up to $13.00 per hour that is paid to an eligible worker, in addition to wages or remuneration the eligible worker otherwise receives, for all work performed by the eligible worker during the COVID-19 public health emergency. Such amount must not

exceed $25,000 with respect to any single eligible worker.
These are some highlights from the American Rescue plan act passed into law. Eligible workers- The term eligible workers mean those workers needed to maintain continuity of operations of essential critical infrastructure sectors and additional sectors as each chief executive officer of a metropolitan city, non-entitlement unit of local government, or county may designate as critical to protect the health and well-being the residents.
Premium pay- The term premium pay means an amount of up to $13.00 per hour that is paid to an eligible worker, in addition to wages or remuneration the eligible worker otherwise receives, for all work performed by the eligible worker during the COVID-19 public health emergency. Such amount must not exceed $25,000 with respect to any single eligible worker.
These are some highlights from the American Rescue plan act passed into law.

I would like the city to explain the 1.1 million dollars that went to facility revenue. What was it used for? The residents of Selah need to know how this money is being spent.

During this pandemic Selah first responders/frontline workers have not given up and continued to provide the best service possible to the citizens and visitors of the city of Selah. While everyone else was staying home or required to stay home Selah first responders/frontline workers showed up without question.
Due to the Covid-19 pandemic, 2020 and 2021 were the deadliest years for law enforcement officers/ first responders in decades. According to the Officer Down memorial page there have been 621 confirmed covid deaths in the line of duty from 2020. In the previous 3 years there was only 184 total medical related deaths. As you can see the increase is very substantial. To date the Covid-19 Pandemic has claimed more law enforcement lives than any other single category. Categories include firearms, traffic and other.
Lets stand behind our First responders they deserve it and if were not going to then the lets let the residents of Selah know.

Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 1/25/2022
Agenda Number: J-1

Informational Item

Title: Proclamation designating January 23-29, 2022 as Selah School Choice Week

From: Mayor Sherry Raymond

Action Requested: Informational - No Action Needed

Staff Recommendation: N/A

Board/Commission Recommendation: N/A

Fiscal Impact: N/A

Funding Source: N/A

Background/Findings/Facts: See Proclamation

Recommended Motion:

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

Date: **Action Taken: None**

CITY OF SELAH

115 West Naches Avenue
Selah, Washington 98942

Phone 509-698-7328
Fax 509-698-7338

City of Selah Proclamation

Declaring January 23-29, 2022 as School Choice Week in Selah, WA

WHEREAS all children in Selah should have access to the highest-quality education possible; and

WHEREAS Selah recognizes the important role that an effective education plays in preparing all students in Selah to be successful adults; and

WHEREAS quality education is critically important to the economic vitality of Selah; and

WHEREAS Selah is home to a multitude of high-quality public schools from which parents can choose for their children, in addition to families who educate their children in the home; and

WHEREAS, educational variety not only helps to diversify our economy, but also enhances the vibrancy of our community; and

WHEREAS Selah has many high-quality teaching professionals in all types of school settings who are committed to educating our children; and

WHEREAS, School Choice Week is celebrated across the country by millions of students, parents, educators, schools and organizations to raise awareness of the need for effective educational options;

NOW, THEREFORE, I, Sherry Raymond do hereby recognize January 23 – 29, 2022 as Selah School Choice Week, and I call this observance to the attention of all of our citizens.

Dated this 25th Day of January, 2022

Sherry Raymond

Sherry Raymond, Mayor

Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 1/25/2022
Agenda Number: K-1

Action Item

Title: Approval of Minutes, January 11, 2022 Council Meeting

From: Treesa Morales, Public Records Officer

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: N/A

Funding Source: N/A

Background/Findings/Facts: N/A

Recommended Motion: I move to approve the Consent Agenda in the form presented (This item is part of the consent agenda).

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

Date:	**Action Taken: None**

City of Selah
City Council Meeting Minutes
January 11, 2022
Regular Meeting
Electronically Via Zoom

A. Call to Order

Mayor Raymond called the meeting to order at 5:30 pm.

B. Roll Call

Members Present: Kevin Wickenhagen; Jared Iverson; Elizabeth Marquis; Clifford Peterson; Roger Bell; Michael Costello, Russell Carlson

Staff Present: Joe Henne, City Administrator; Rob Case, City Attorney; Dan Christman, Police Chief; Mickey Gillie, Deputy Fire Chief; Rocky Wallace, Public Works Director; Dale Novobielski, City Clerk/Treasurer, Treesa Morales, Public Records Manager.

C. Councilmember Absence **NONE**

D. Pledge of Allegiance

Mayor Raymond led the Pledge of Allegiance

E. Invocation

Jason Williams from Harvest Church gave the prayer

F. Agenda Changes

G. Public Appearances/Introductions/Presentations

1. Katrina Henkle, Selah Downtown Association – gave report

H. Getting To Know Our Businesses None

I. Communications None

J. Proclamations/Announcements None

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

Councilmember Carlson moved to move item #N-2 to the consent agenda, and Councilmember Bell seconded. A show of hands was requested to approve moving item N-2 to the consent agenda. Show of hands was unanimous in favor of the move.

Councilmember Carlson moved to approve the Consent Agenda. Councilmember Wickenhagen seconded. A show of hands was requested to approve the move of item N-2 to the consent agenda. Show of hands was unanimous in favor of the revised Consent Agenda.

Public Records Manager, Treesa Morales, read the Consent Agenda:

Treesa Morales * 1. Approval of Minutes: December 14, 2021 Council Meeting

Dale Novobielski * 2. Approval of Claims and Payroll:

Payroll Checks No. 84611-84658 for a total of $547,933.46
Claim Checks No. 177423-177550 for a total of $822,423.63

Resolution No. N-2: Resolution Authorizing the Mayor to Sign, on Behalf of the City, a One-Page Written Contract with Yakima Herald-Republic, Designating Such Newspaper as the City's Official Newspaper for 2022 Pursuant to RCW 35A.12.160 and Establishing the Applicable Publishing Rates for 2022.

L. Public Hearings

M. General Business

1. New Business

Mayor Raymond A. Selection of Mayor Pro Tempore for Calendar Year 2022

The following discussion ensued:

Mayor Raymond asked Councilmember Bell if he would like to continue as the Mayor Pro Tempore as he had done in 2021. He agreed that yes, he would like to.

Councilmember Costello requested the Mayor take nominations for the position instead of directly designating a Councilmember. After discussion, Mayor, City Attorney, and Council agreed to take nominations.

Councilmember Costello nominated Councilmember Carlson for Mayor Pro Tempore for the calendar year 2022. Councilmember – seconded. Roll was called: Councilmember Wickenhagen – yes; Councilmember Iverson – yes; Councilmember Marquis – yes; Councilmember Peterson – no; Councilmember Bell – no; Councilmember Costello – yes; Councilmember Carlson – yes. By voice vote, Nomination passes with 5-yes votes and 2-no votes.

Councilmember Carlson is the Mayor Pro Tempore for Calendar Year 2022.

Mayor Raymond B. Board and Committee Assignments for Calendar Year 2022

Mayor Raymond provided the following announcements for Councilmember Assignments for Calendar Year 2022:

- Finance Committee: Councilmember Carlson, Councilmember Costello, Councilmember Marquis
- Volunteer Park Committee: Councilmember Peterson
- Lodging Tax Advisory Committee (LTAC) & Tourism Promotion Area (TPA): Councilmember Carlson (for 6-months from January 2022-July 2022), Councilmember Wickenhagen
- Yakima Valley Conference of Governments (YVCOG): Councilmember Peterson, Mayor Raymond
- Yakima Valley Visitors & Convention Bureau (YVVCB): Councilmember Wickenhagen
- Selah Parks and Recreation Service Area Board (SPRSA): Roger Bell
- Fire Commissioners Board and Volunteer Firefighters Board: Mayor Raymond, Councilmember Bell
- Selah Chamber of Commerce: Councilmember Iverson
- Selah School District: Councilmember Iverson
- Naches-Selah Irrigation District Voting Member: Mayor Raymond
- Selah Downtown Association (SDA): Russell Carlson

2. Old Business None

N. Resolutions

N-1 Resolution Authorizing the Mayor to Sign, on Behalf of the City, a Two-Page Written Contract with Baer Testing & Engineering, Inc., for Work on Certain Components of the Selah Wastewater Collections Improvements Project.

Introduced by Mayor Raymond and presented by Public Works Director, Rocky Wallace. After discussion,

Councilmember Bell moved, and Councilmember Costello seconded, to approve the Resolution Authorizing the Mayor to Sign, on Behalf of the City, a Two-Page Written Contract with Baer Testing & Engineering, Inc., for Work on Certain Components of the Selah Wastewater Collections Improvements Project.

Roll was called: Councilmember Wickenhagen – yes; Councilmember Iverson – yes; Councilmember Marquis – yes; Councilmember Peterson – yes; Councilmember Bell – yes; Councilmember Costello – yes; Councilmember Carlson – yes. By voice vote, Resolution passes unanimously.

N-2 Resolution Authorizing the Mayor to Sign, on Behalf of the City, a One-Page Written Contract with Yakima Herald-Republic, Designating Such Newspaper as the City's Official Newspaper for 2022 Pursuant to RCW 35A.12.160 and Establishing the Applicable Publishing Rates for 2022.

This resolution was moved to the Consent Agenda and enacted by voice vote to pass the consent agenda as read.

N-3 Resolution to Adopt a City of Selah Purchasing Policy.

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

Councilmember Carlson moved to amend the Policy to change all mentions of the words "City Administrator" to "Mayor or his/her designee." Councilmember Peterson seconded. After discussion, Councilmember Wickenhagen moved to suspend taking action or voting on this agenda item and revisiting it at the January 25th, 2022 council meeting. Councilmember Carlson seconded. By a show of hands, a unanimous agreement in suspending the vote on this matter was approved by the council.

No vote was taken for this agenda item.

O. Ordinances **None**

P. Public Appearances **None**

Q. Reports/Announcements

1. Departments
   - Chief Lange gave report
   - Chief Christman gave report
   - Rocky Wallace gave report
   - Joe Henne gave report
   - Rob Case: no report

2. Councilmembers
   - Councilmember Bell - No report
   - Councilmember Costello - No report
   - Councilmember Peterson - No report
   - Councilmember Wickenhagen - No report
   - Councilmember Carlson - No report
   - Councilmember Iverson - No report
   - Councilmember Marquis - No report

3. Boards **None**

R. Executive Session **None**

S. Adjournment

Councilmember Wickenhagen moved to adjourn the meeting. Councilmember Carlson seconded. By show of hands vote was unanimous. Meeting was adjourned.

The meeting adjourned at 6:26pm.

Sherry Raymond, Mayor

Roger Bell, Councilmember

Russell Carlson, Councilmember

Jared Iverson, Councilmember

Kevin Wickenhagen, Councilmember

Clifford Peterson, Councilmember

Elizabeth Marquis, Councilmember

Michael Costello, Councilmember

ATTEST:

Dale E. Novobielski, Clerk/Treasurer

Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 1/25/2022
Agenda Number: K-2

Action Item

Title: Approval of Claims and Payroll

From: Dale Novobielski, City Clerk/Treasurer

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: See claims and payroll registers

Funding Source: See claims and payroll registers

Background/Findings/Facts: N/A

Recommended Motion: I move to approve the Consent Agenda in the form presented (This item is part of the consent agenda).

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

Date:	**Action Taken: None**

Payroll Approval

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

Accts. Payable/Payroll Clerk

Clerk Treasurer

Subscribed this 14th day of January, 2022

The following voucher/checks are approved for payment:

Voucher/check number 84659 through 84717 Total $ 268,021.62
+ EFT01142022-AFLAC, FIT/FICA, DCP, DRS, ICMA, WSSR

Claims Voucher/Check Approval

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

Accts. Payable Clerk

Clerk/Treasurer

Subscribed this 25th day of January, 2022

The following voucher/checks are approved for payment:

Voucher/check numbers 77551 through 77620 Total $ 1,199,244.04

Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 1/25/2022
Agenda Number: N-1

Action Item

Title: Resolution establishing February 22, 2022 as the date to conduct a public hearing to consider the vacation of an unopened right-of-way shown on the Duncan Addition Plat as "Wenas Avenue", and a 20 ft. wide right-of-way labeled "Alley" that extends south from Test Drive Lane requested by the Frontier Country Investments, LLC.

From: Jeff Peters, Community Development Supervisor

Action Requested: Approval

Staff Recommendation: Approve the accompanying resolution setting February 22, 2022 as the date to conduct the public hearing for the proposed vacation of public right-of-way.

Board/Commission Recommendation: Not Applicable

Fiscal Impact: N/A

Funding Source: N/A

Background/Findings/Facts: On December 15, 2021, PLSA Engineering & Surveying on behalf of Frontier Country Investments, LLC, submitted a Right-of-way Vacation application and petition requesting the vacation of an unopened right-of-way shown on the Duncan Addition Plat as "Wenas Avenue", and a 20 ft. wide right-of-way labeled "Alley" that extends south from Test Drive Lane. The purpose of vacation is for the expressed purpose of eliminating the existing right-of-way discrepancies within the subject properties (allowing for development of a restaurant/brew pub), and dedication of additional property to the City of Selah for continued maintenance of the city's Waste Water Treatment Plant outfall, and possible welcome sign. RCW 35.79.010 requires that when the City receives a petition for vacation of public right-of-way that it must be by resolution to fix a place, date and time when the petition will be heard and determined by the City Council.

Recommended Motion: I move that the City approve the resolution setting February 22, 2022, at 5:30 p.m., or as soon thereafter as practical, in the Council Hearing Room, 115 W. Naches Ave., Selah WA as the date, time, and location of the hearing for the Selah School District's Right-of-Way, and Petition 2021-001.

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

Date: **Action Taken: None**

RESOLUTION NO. 2892

RESOLUTION ESTABLISHING FEBRUARY 22, 2022 AS THE DATE TO CONDUCT A PUBLIC HEARING TO CONSIDER THE PETITION AND VACATION OF AN UNOPENED RIGHT-OF-WAY SHOWN ON THE DUNCAN ADDITION PLAT AS "WENAS AVENUE," AND A 20FT. WIDE RIGHT-OF-WAY LABELED "ALLEY" THAT EXTENDS SOUTH FROM TEST DRIVE LANE.

WHEREAS, the City of Selah has received a petition from Frontier Country Investments, LLC, the adjacent property owner, requesting the vacation an unopened right-of-way shown on the Duncan Addition Plat as "Wenas Avenue", and a 20 ft. wide right-of-way labeled "Alley" that extends south from Test Drive Lane requested by the Frontier Country Investments, LLC. (more fully described in the applicant's application dated December 15, 2021); and,

WHEREAS, R.C.W. 35.79.010 requires the City by resolution fix a place, date and time when the petition will be heard and determined by the City, which time shall not be more than sixty (60) days nor less than twenty (20) days after the date of the passage of such resolution.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, AS FOLLOWS:

> That February 22nd 2022 at 5:30 p.m., or as soon thereafter as practical, in the Council Hearing Room, 115 W. Naches Avenue, Selah, WA. shall be set as the date, time and location of a public hearing to hear and decide said petition and that notice of said public hearing shall be provided as required by law.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, THIS 25TH DAY OF JANUARY, 2022.

Sherry Raymond
Sherry Raymond, Mayor

ATTEST:

Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:

Rob Case, City Attorney

RoWV-2021-001

Supplemental Application For:

RIGHT-OF-WAY VACATION

INSTRUCTIONS – PLEASE READ FIRST **Please type or print your answers clearly.**

Answer all questions completely. If you have any questions about this form or the application process, please ask a Planner. Remember to bring all necessary attachments and the required filing fee when the application is submitted. The Planning Department cannot accept an application unless it is complete and the filing fee paid. Filing fees are not refundable.

This application consists of four parts. PART I - GENERAL INFORMATION AND PART IV – CERTIFICATION are on this page. PART II and III contain additional information specific to your proposal and MUST be attached to this page to complete the application.

PART I – GENERAL INFORMATION

1. Applicant's Information:	Name:	Frontier Country Investments, LLC						
	Mailing Address:	PO Box 309						
	City:	Naches	St:	WA	Zip:	98937	Phone:	( )
	E-Mail:							
2. Applicant's Interest in Property:	Check One:	☒ Owner	☐ Agent	☐ Purchaser	☐ Other_____			
3. Property Owner's Information (If other than Applicant):	Name:							
	Mailing Address:							
	City:		St:		Zip:		Phone:	( )
	E-Mail:							

4. Subject Property's Assessor's Parcel Number(s): 181301-32001, 181301-32407, 181301-32401, 181301-32404

5. Legal Description of Property. (If lengthy, please attach it on a separate document)

Attached

6. Property Address: 703 S. 1st Street

7. Property's Existing Zoning: (Circle all that apply)

LDSF R-1 R-2 R-3 B-1 X B-2 M-1 M-2

8. Type Of Application: (Check All That Apply)

☐ Right-of-Way Vacation ☐ Other:_____ ☐ Other:_____

PART II – SUPPLEMENTAL APPLICATION, PART III – REQUIRED ATTACHMENTS, & PART IV – NARRATIVE

SEE ATTACHED SHEETS

PART V – CERTIFICATION

I certify that the information on this application and the required attachments are true and correct to the best of my knowledge.

Property Owner's Signature — Date: 10/28/21

Applicant's Signature — Date: 10/28/21

FILE/APPLICATION(S)#

DATE FEE PAID:	RECEIVED BY:	AMOUNT PAID:	RECEIPT NO:

12-15-21

Supplemental Application For:

RIGHT-OF-WAY VACATION

PART II - LOCATION

1. VICINITY - LOCATION OF RIGHT-OF-WAY TO BE VACATED:
Vacate remainder of unopened right-of-way shown on the Duncan Addition Plat as "Wenas Avenue" and a 20 foot wide right-of-way labeled "Alley" that extends south from Test Drive Lane.

2. LEGAL DESCRIPTION OF THE RIGHT-OF-WAY TO BE VACATED: (Attach if lengthy)
Attached

PART III - APPLICATION INFORMATION

1. A WRITTEN NARRATIVE: (Please submit a written response to the following questions)

A. What is the public benefit, reason for, and limitations of the proposed right-of-way vacation?
See attached

B. Does the vacation deny sole access to a public street for any property?
See attached

C. Is the proposal consistent with existing plans of the City? (Petitions should be consistent with the Six-year Transportation Improvement Plan, the Comprehensive Plan and other official City Plans and policies)
See attached

D. Is the vacation appropriate with existing zoning and land use? (Vacation of Right-of-Ways should be appropriate with existing and anticipated development in the area, based upon zoning, current use and long-range plans)
See attached

E. Are there any public or franchised utilities in the right-of-way to be vacated and if so, will they be relocated?
See attached

F. Please check box if appraisal is part of the application materials.

☐ I have enclosed an appraisal of the property to be vacated

PART IV - REQUIRED ATTACHMENTS

1. SITE PLAN REQUIRED (Please use the City of Selah Site Plan Checklist, attached)
2. PETITION TO VACATE STREET OR ALLEY REQUIRED (attached)
3. TITLE REPORT
4. SURVEY OF THE AREA TO BE VACATED
5. APPRAISAL OF THE PROPERTY
6. ENGINEERING PLAN (may be required to indicate how the curb, gutter and other physical features will be treated after the vacation is enacted.) Please check if included: ☐
7. TRAFFIC ANALYSIS (A traffic analysis prepared by a Certified Engineer, which describes the impact to the City transportation network of the closure of the right-of-way, may be required depending on the right-of-way being vacated. As a result of that analysis, a Traffic Study may also be required) Please check if included: ☐

NARRATIVE

PARCEL NUMBER: 181301-32001, 32407
PROJECT: Right-of-Way Vacation, Wenas Avenue and "Alley" from the Plat of "Duncan Addition"
APPLICANT & OWNER: Frontier Country Investments, LLC

The purpose of this application is to vacate unopened portions of right-of-way dedicated by the 1947 Duncan Addition Plat, including right-of-way for Wenas Avenue, that is not usable to the City, in part because the connecting portion of the right-of-way to the north was vacated in 2016. A second existing 20-foot-wide right-of-way for an alley, currently extending south from the end of Test Drive Lane is also to be vacated because internal access to the properties being served will be replaced with an improved easement for business access. The applicant Is the only property owner with frontage or who would derive any benefit from the existing right-of-way. Plans are to develop the property for commercial use in a manner proposed separately by Type 1 review.

As part of this action, and in lieu of payment for the vacated right-of-way, a proposed dedication of right-of-way to the City for the purposes of constructing and maintaining a "Welcome to Selah" sign and as part of maintaining a buffer for the stream in which the City wastewater treatment outfall is discharged. The amount of area being dedicated equals, more or less, the area that would be vacated by this application as depicted on the site plan.

Full Legal Description:

All that part of Wenas Avenue and Alley as shown on DUNCAN ADDITION, according to the official plat thereof recorded in Volume "M" of Plats, Page 46, records of Yakima County, Washington, lying South of the following described line:

Beginning at the Southeast corner of Lot 4, Block 3, of said plat;

Thence East along the Easterly extension of the South line of said Lot 4 to the East right-of-way line of the right-of-way of said Wenas Avenue and terminus of said line.

Questions from Application Form:

A. Public Benefit, Reason for and Limitations of Proposed Right-of-Way Vacation: There is no public benefit of the Wenas Avenue right-of-way since it has been cut off from any street extension to the north by a previous right-of-way vacation and any access to the east is blocked by a railroad track. This and the alley right-of-way is not necessary for access to either of the parcels that front on it.

The vacation of both rights-of-way will result in existing parcel 181301-32407 being more usable for development and along with adjacent 181307-32001 it will have sufficient depth and area to better

accommodate proposed development plans. There are no limitations to the benefit that this vacation would provide.

The proposed dedications described in the introduction are also to the public benefit.

B. Does the vacation deny sole access to a public street for any property: No. The access easement being extended in the alignment of Test Drive Lane will provide legal and physical access to all of the affected properties from existing improved City street rights-of-way. Two of the parcels also have frontage on S. 1st Street / SR 823.

C. Consistency of the proposal with existing City Plans: No future improvements are shown to be needed in this location by the Transportation Element of the Comprehensive Plan or the Central Urban Sub-Area Plan and it is unlikely that any improvements are on the six-year Transportation Improvement Plan. Vacation in 2016 of the adjacent right-of-way to the north that would serve as the extension of this right-of-way indicates no City policy to improve or preserve this area for street purposes.

D. Appropriateness with Existing Zoning and Land Use: The purpose of the general business (B-2) zoning district is to provide for the day-to-day convenience shopping and service needs of persons residing in nearby residential areas. It is intended that all business establishments be retail, wholesale or service establishments where goods produced on the premises are sold at retail. The B-2 zoning district is located where urban governmental services are either available or can be extended by the proponent to facilitate the project at no public cost. Minimum urban development standards are required (SMC 10.20.010). There is nothing to suggest that the proposed right-of-way vacation would be contrary to the intent of the B-2 zone. Access to existing streets, rights-of-way and utilities are available to the site to provide for development meeting minimum urban standards. The vacation of a right-of-way that currently cuts diagonally across the property should facilitate, not hinder the development of this property for the type of commercial use contemplated by the intent statement.

E. Any public or franchised utilities in the right-of-way to be vacated. No public or franchise utilities have been identified in the right-of-way area and the recent vacation of the adjacent right-of-way to the north suggests that none exist.

PETITION NO. 2021 - 001
CITY OF SELAH WASHINGTON
PETITION TO VACATE STREET OR ALLEY

To the City Council of the City of Selah, Washington.

Comes now the undersigned petitioners and, pursuant to RCW Chapter 35.79, now respectfully show:

The undersigned petitioners request that the following described street, alley or portion thereof, located in the City of Selah, be vacated pursuant to RCW 35.79 (***provide legal description below, or attach to petition if lengthy***).

Each of the undersigned petitioners is the owner of an interest in real estate abutting on the above-described area. The undersigned petitioners constitute owners of more than two-thirds of said abutting property.

Wherefore, petitioners pray that proceedings be heard hereon for the vacation of said area in the manner prescribed by RCW Ch. 35.79.

Owner	Address	
Frontier Country Investments, LLC	PO Box 309 Naches, WA 98937	
Signature	**Date**	**Ownership %**
	1/12/2021	100
Owner	**Address**	
Signature	**Date**	**Ownership %**
Owner	**Address**	
Signature	**Date**	**Ownership %**

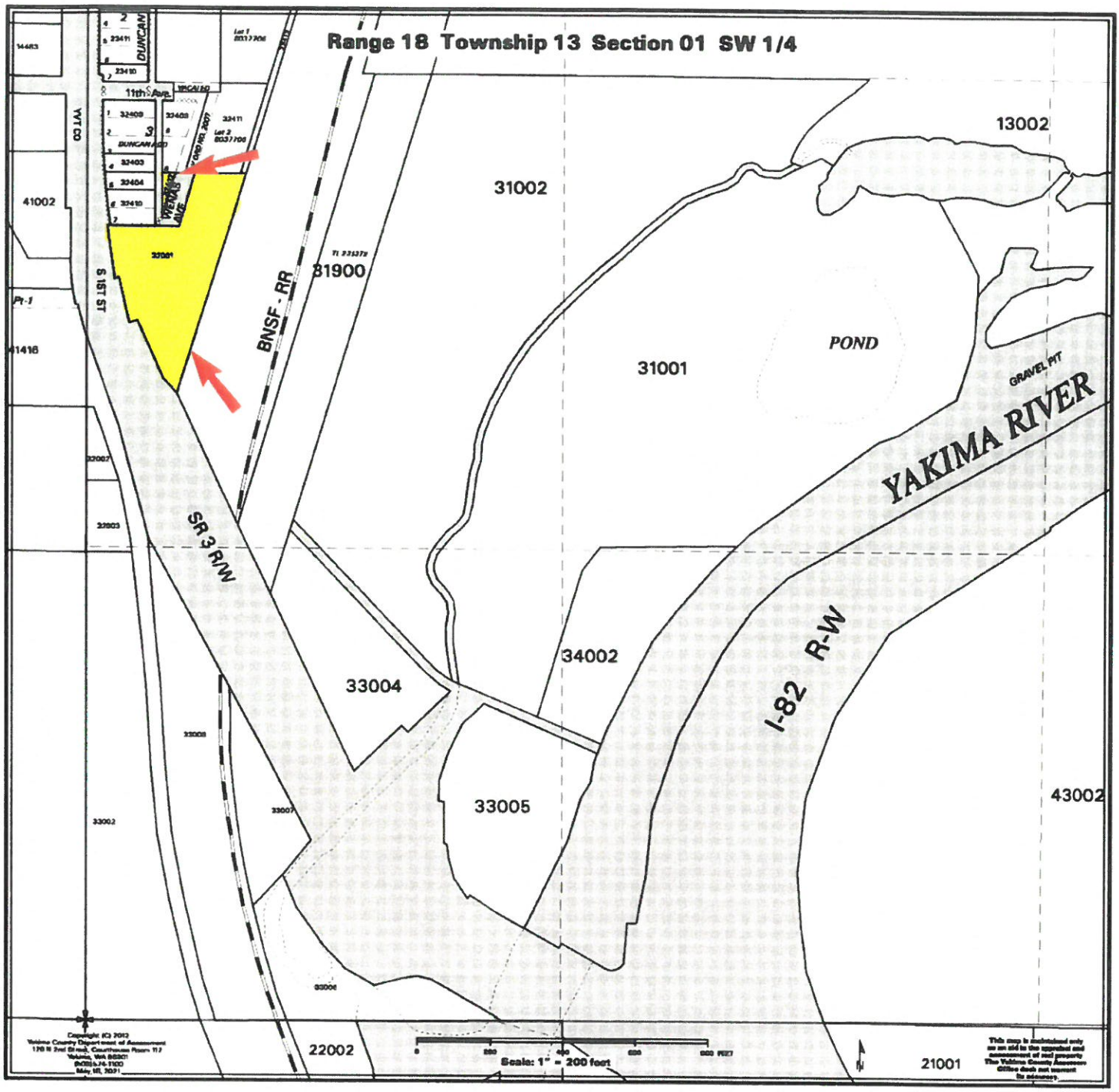
(If there are more property owners than what is room for please attach a separate list of property owners abutting the right-of-way to be vacated as well as their address, percentage of frontage on the right-of-way, and signature with date and the total ownership percentage of the property owners participating in this vacation)

Legal Description

All that part of Wenas Avenue and Alley as shown on DUNCAN ADDITION, according to the official plat thereof recorded in Volume "M" of Plats, Page 46, records of Yakima County, Washington, lying South of the following described line:

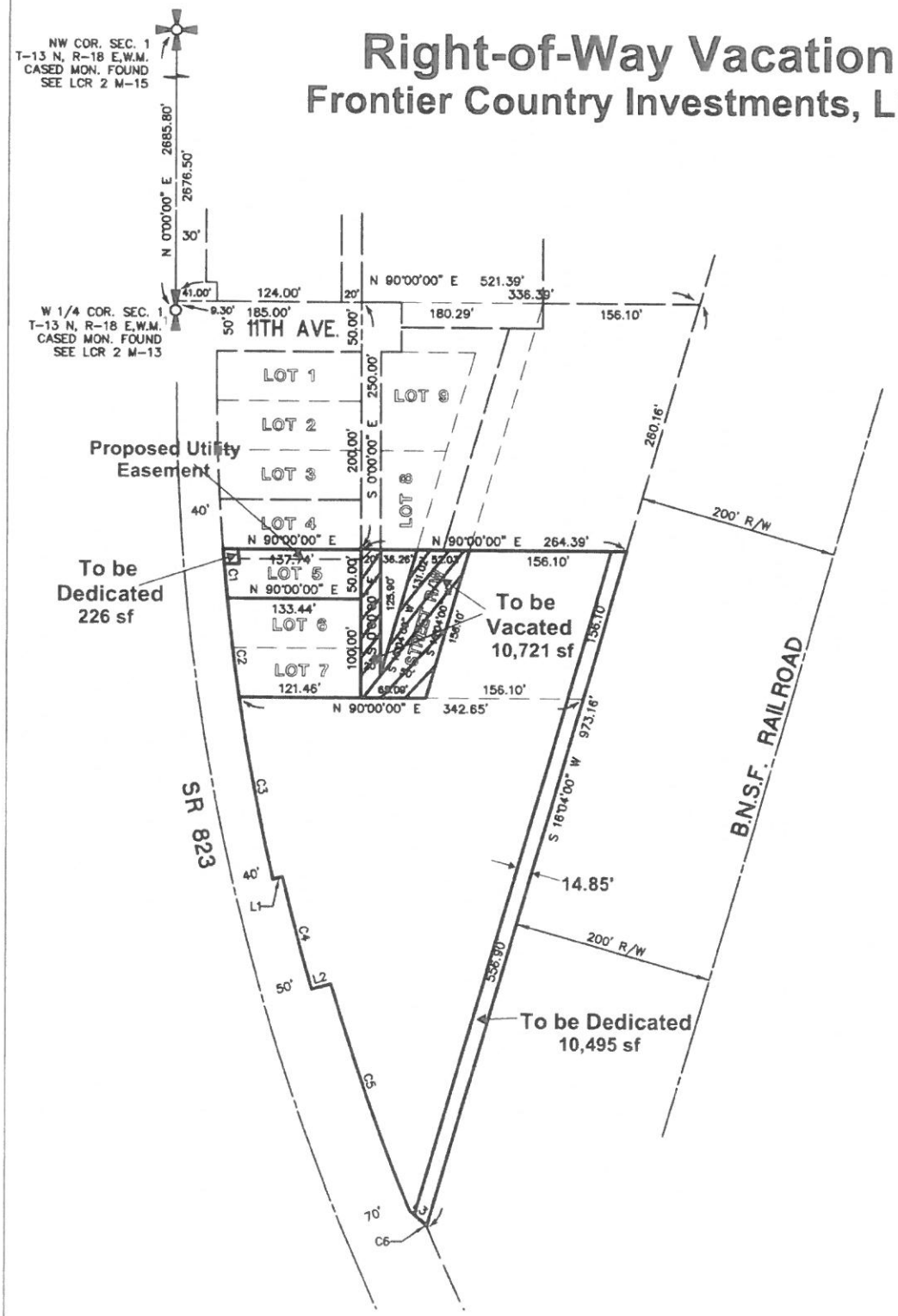
Beginning at the Southeast corner of Lot 4, Block 3, of said plat;

Thence East along the Easterly extension of the South line of said Lot 4 to the East right-of-way line of the right-of-way of said Wenas Avenue and terminus of said line.



Range 18 Township 13 Section 01 SW 1/4
DUNCAN
11th Ave.
YVT CO
41002
S 1ST ST
BNSF - RR
31900
31002
13002
31001
POND
GRAVEL PIT
YAKIMA RIVER
SR 3 R/W
34002
33004
I-82 R-W
33005
43002
22002
21001
Scale: 1" = 200 feet

Right-of-Way Vacation
Frontier Country Investments, LLC



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 1/25/2022
Agenda Number: N-2

Action Item

Title: Resolution Authorizing the Mayor to Sign WSDOT Supplemental Agreement No. 1 between the City of Selah and HLA Engineering and Land Surveying, Inc., for Construction Engineering Services on the Fremont Avenue Sidewalk Improvements Project.

From: Rocky D Wallace, Public Works Director

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: Additional $42,530.00 for construction engineering services, which added to the original amount of $43,526.00 (for design services) creates a new maximum amount of $86,056.00.

Funding Source: 111

Background/Findings/Facts: The original agreement authorized by the City Council on this project was for design services only. This Supplemental Agreement No. 1 is for construction engineering services associated with the construction of the new curb and gutter, sidewalk, ADA ramps, rapid flashing beacons, and asphalt repair on West Fremont Avenue from North First Street to North Fourth Street.

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:
7/13/2021	Resolution No. 2865 Authorizing the Mayor to sign a WSDOT Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement between the City of Selah and HLA Engineering and Land Surveying, Inc. to provide Engineering Design services for the Fremont Avenue Sidewalk Improvements Project

RESOLUTION NO. 2893

RESOLUTION AUTHORIZING THE MAYOR TO SIGN WSDOT SUPPLEMENT AGREEMENT NO. 1 BETWEEN THE CITY OF SELAH AND HLA ENGINEERING AND LAND SURVEYING, INC., FOR CONSTRUCTION ENGINEERING SERVICES ON THE FREMONT AVENUE SIDEWALK IMPROVEMENTS PROJECT.

WHEREAS, the City of Selah desires – as part of the ongoing Fremont Avenue Sidewalk Improvements Project – to construct new curb and gutter, sidewalk, ADA ramps, school zone flashing beacons and asphalt repair, on Fremont Avenue from North First Street to North Fourth Street; and

WHEREAS, the City received a Federal State Transportation Block Grant (STBG) for said project; and

WHEREAS, the City wishes to sign a WSDOT Supplemental Agreement No. 1 with HLA Engineering and Land Surveying, Inc., whereby HLA will provide construction engineering eservices for said project;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor be and is authorized to sign a Supplemental Agreement No. 1 between the City of Selah and HLA Engineering and Land Surveying, Inc., for construction engineering services for the Fremont Avenue Sidewalk Improvements Project.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 25th day of January 2022.

Sherry Raymond
Sherry Raymond, Mayor

ATTEST:

Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:

Rob Case, City Attorney

Washington State Department of Transportation

Supplemental Agreement Number 1	Organization and Address HLA Engineering and Land Surveying, Inc. 2803 River Road Yakima, WA 98902 Phone: 509-966-7000	
Original Agreement Number 21134E		
Project Number TAP-4706(002)	Execution Date 1.25.2022	Completion Date 12/31/2025
Project Title Fremont Avenue Sidewalk Improvements	New Maximum Amount Payable $86,056.00	
Description of Work Construction engineering services for new curb and gutter, sidewalk, ADA ramps, rapid flashing beacons, and asphalt repair on Fremont Avenue from North 1st Street to North 4th Street.		

The Local Agency of City of Selah
desires to supplement the agreement entered in to with HLA Engineering and Land Surveying, Inc.
and executed on 7/13/2021 and identified as Agreement No. 21134E
All provisions in the basic agreement remain in effect except as expressly modified by this supplement.
The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:
See attached Exhibit A.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: No change.

III

Section V, PAYMENT, shall be amended as follows:

This Supplements adds $42,530 to the original agreement amount of $43,526 for a new maximum amount payable of $86,056.

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.
If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: HLA Engineering and Land Surveying, Inc.

Consultant Signature

By: City of Selah

Sherry Raymond
Approving Authority Signature

1.25.2022
Date

DOT Form 140-063
Revised 09/2005

Exhibit "A"
Summary of Payments

	Basic Agreement	Supplement #1	Total
Direct Salary Cost	$16,183.00	$15,758.20	$31,941.20
Overhead (Including Payroll Additives)	$22,123.78	$21,543.04	$43,666.82
Direct Non-Salary Costs	$89.21	$233.41	$322.62
Fixed Fee	$5,130.01	$4,995.35	$10,125.36
Total	$43,526.00	$42,530.00	$86,056.00

Exhibit A
Scope of Work

Project No. 21134

Construction Engineering and Administration
(Expected Construction Contract duration is 20 working days)

Prepare and transmit Notice of Award to Contractor.

Review bond and insurance and prepare contracts for execution.

Coordinate and facilitate preconstruction meeting.

Prepare and transmit Notice to Proceed to Contractor.

Furnish a qualified resident engineer who shall be on site during all work and provide surveillance of construction for compliance with plans and specifications.

Provide geometric control, including construction staking.

Prepare daily progress reports and weekly statements of working days.

Consult and advise the Agency during construction and make final review and report of the completed work with Agency representatives.

Review acceptance sampling and testing for construction materials.

Review Contractor's submission of samples and shop drawings.

Attend construction meetings associated with civil improvements, anticipated once per week during the duration of the improvements.

Perform measurement and computation of pay items.

Recommend progress payments for the Contractor.

Prepare proposed contract change orders and/or force account computations as required.

Prepare punchlist after final project walkthrough with the Contractor, City, and HLA.

Prepare and furnish reproducible record drawings and field notes of completed work in accordance with project field records.

Prepare administrative documents to the appropriate agencies which have jurisdiction over funding, design, and construction of this project.

Monitor the Contractor's compliance with Federal and State labor standards.

Assist the Agency with STP funding reimbursement requests.

Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 1/25/2022
Agenda Number: N-3

Action Item

Title: Resolution Authorizing the Mayor to Sign "Task Order No. 2022-01" between the City and HLA Engineering and Land Surveying, Inc., to Obtain Professional Engineering Services Related to the City's Parks and Recreation Plan Update.

From: Rocky 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: Estimated maximum cost of $16,100.00

Funding Source: 001 Parks

Background/Findings/Facts: This is a periodic update of a preexisting City plan. The City desires to update its Parks and Recreation Plan. The City is required to have such a Plan in order to be eligible for funding through the Washington State Recreation Conservation Office (RCO). The City's most-recent Plan expired in 2018, and an interim Plan was partially drafted in 2020 but not adopted. HLA Engineering and Land Surveying, Inc. (HLA), provides professional engineering services to the City on a project-by-project basis because the City does not directly employ any engineer(s) on its staff. HLA is willing and able to provide assist the City on updating this Plan, pursuant to a written Task Order between HLA and the City. The estimated maximum cost for HLA's services is $16,100.00. The updated Plan will meet the requirements of both the Growth Management Act (GMA) and RCO. All work will be diligently pursued and coordinated with the City for submittal of the project to RCO before March 1, 2023. The attached Resolution will, if approved, authorize the Mayor to sign "Task Order No. 2022-01" with HLA so that work can commence forthwith on updating this Plan. This item was included in 2022 budget that the City Council approved at the conclusion of 2021.

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

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

Date: **Action Taken: NONE**

RESOLUTION NO. 2894

RESOLUTION AUTHORIZING THE MAYOR TO SIGN "TASK ORDER NO. 2022-01" BETWEEN THE CITY AND HLA ENGINEERING AND LAND SURVEYING, INC., TO OBTAIN PROFESSIONAL ENGINEERING SERVICES RELATED TO THE CITY'S PARKS AND RECREATION PLAN UPDATE

WHEREAS, the City of Selah has a preexisting Parks and Recreation Plan that must be updated; and

WHEREAS, professional engineering services are required in order for such update to be properly conceived and implemented; and

WHEREAS, HLA Engineering and Land Surveying, Inc. (HLA), provides professional engineering services to the City on a project-by-project basis, because the City does not directly employ any engineer(s) on its staff; and

WHEREAS, HLA is willing and able to assist the City on this updating this Plan, and has proposed a written "Task Order No. 2022-01" for an estimated maximum cost of $16,100.00 for such services; and

WHEREAS, City staff recommends that such Task Order be approved, that the Mayor be authorized to sign it on behalf of the City, and that work on this project commence forthwith;

NOW THEREFORE, BE RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, the Mayor be and is authorized to sign "Task Order 2022-01" between the City and HLA in the form appended hereto.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 25th day of January, 2022.

Sherry Raymond

Sherry Raymond, Mayor

ATTEST:

Dale Novobielski

Dale Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:

Rob Case, City Attorney

TASK ORDER NO. 2022-01

REGARDING GENERAL AGREEMENT BETWEEN THE CITY OF SELAH

AND

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

PROJECT DESCRIPTION:

Selah Parks and Recreation Plan
HLA Project 21201E

The City of Selah (CITY) desires to update the 2013-2018 Parks and Recreation Plan (PROJECT). The current Plan expired in 2018, an interim Plan was partially drafted in 2020, but not adopted, and to be eligible for funding through the Washington State Recreation Conservation Office (RCO), the CITY is required to have an updated Parks and Recreation Plan. The PROJECT will meet the requirements of both the Growth Management Act (GMA) and RCO.

SCOPE OF SERVICES:

At the direction of the CITY, HLA shall provide professional engineering services to prepare the PROJECT in accordance with the required six elements identified in the July 2021 Planning Policies and Guidelines Manual prepared by the Washington State Recreation and Conservation Funding Board. The six required elements are: Goals and Objectives, Inventory, Public Involvement, Demand and Need Analysis, Capital Improvement Program, and Plan Adoption. Additionally, the CITY has requested to include two more elements: Background and Financing.

1.0 Preliminary Investigation

1.1 Request previous Parks and Recreation documents, related studies and proposals, updated parks and recreation programs information, statistical data from private recreation venues, and traffic and pedestrian data, in formats providing sufficient information to analyze existing conditions in Selah, Washington. Organize countywide and statewide parks and recreation data from surveys and reports.

2.0 Development Administrative Assistance

2.1 Provide the CITY a customized and formatted template WORD document following RCO guidance and to which CITY staff may add information tables, figures, text, and photos.

2.2 Arrange all CITY provided information into a draft Selah Parks and Recreation Plan, and perform editing and formatting services, prior to CITY staff review and presentation to CITY Council.

2.3 Incorporate all CITY staff and Council comments and recommendations into a Final Selah Parks and Recreation Plan to be adopted by CITY Council and submitted to RCO for approval.

3.0 Public Involvement

3.1 Review the CITY's SurveyMonkey survey requesting public opinion on the conditions, level of use, and top concerns for each inventory category with the ability to provide comment prior to PROJECT launch.

3.2 Provide a Title VI oriented sign-in sheet to be used throughout Plan development.

4.0 Existing Deficiencies and Future Need Analysis

4.1 Prepare criteria and metrics to help assess current conditions and establish Level of Service (LOS) standards for CITY parks and recreation activities.

4.2 Evaluate inventory and programs with LOS standards and public demand from the CITY managed SurveyMonkey survey to determine deficiencies and needs.

4.3 Identify needed acquisition, enhancement, and management projects to remedy deficiencies and meet future needs.

4.4 Rank proposed capital projects and programs into low, mid, and high cost, and short, medium, and long-term.

4.5 Prepare project estimates and exhibits for up to five of the top-ranking capital projects.

5.0 Capital Improvement Program

5.1 Prepare a CITY six-year capital improvement program, including prioritized projects and programs in tables easily added to other CITY planning documents. For each project or program, list year of anticipated implementation, estimated cost, and identify potential financing opportunities.

6.0 Long-term Planning Programs

6.1 Prepare mid-term and long-term CITY capital improvement tables that can be easily used to update other CITY planning documents.

6.2 Prepare a list of partners with which to share short-term, mid-term, and long-term parks and recreation priorities for inclusion into Yakima County and regional planning documents.

7.0 Financing

7.1 If expansion of current inventory is necessary to meet the CITY's LOS standards, propose the top five prioritized capital improvement projects required for immediate inclusion into the CITY's budget with funding strategies.

7.2 Prepare a list of Federal, State, and Local funding sources for the parks and recreation capital projects identified in the PROJECT.

8.0 Additional Services

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

9.0 Items to be Furnished and Responsibility of the CITY:

The CITY will provide or perform the following:

9.1 Provide full information as to the CITY's requirements of the PROJECT.

9.2 Assist HLA by providing all available information pertinent to the PROJECT, including:

9.2.1 Provide text for the Background chapter.

9.2.2 Provide text, tables, and photos for the Inventory and Existing Conditions chapter.

9.2.3 Provide text, tables, and figures for the Community Prioritization chapter, including:

9.2.3.1 Provide tables and charts for population statistics, demographics for race, ethnicity, economic stratification, and population health indicators.

9.2.3.2 Provide tables presenting size and amenities for each school, park, and beautification area.

9.2.3.3 Design, manage, and share information from the SurveyMonkey tool to gather public opinion about each school, park, and beautification area.

9.3 Assist HLA with Identifying Existing Deficiencies and Future Needs

9.4 Provide Goals and Objectives as approved by the CITY Council.

9.5 Coordinate with local and private recreation service providers to assist gathering relevant data and information.

9.6 Assist HLA in organizing a virtual workshop with interested and knowledgeable CITY staff, organizations, and commissions to evaluate and rank projects and programs in the capital improvement program.

9.7 Examine all documents presented by HLA and provide written decisions within a reasonable time as not to delay the work of HLA.

9.8 Obtain approval of all governmental authorities with jurisdiction over the PROJECT, and approvals and consents from other individuals or bodies as necessary for completion of the PROJECT. This includes any public comment efforts, CITY Council presentations, or other public meetings.

9.9 Complete consistency checks between PROJECT and Selah's Comprehensive Plan and other planning documents.

TIME OF PERFORMANCE:

All work will be diligently pursued and coordinated with the CITY for submittal of the PROJECT to RCO before March 1, 2023.

FEE FOR SERVICES:

For the services furnished by HLA as described in this Task Order, the CITY agrees to pay HLA the fees as set forth herein. The amounts listed below may be adjusted between phases, but the maximum fee shall not exceed $16,100.00 without written agreement of both parties.

1.0 Preliminary Investigation

All work shall be performed on a time-spent basis at the normal hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses for the estimated fee of $1,300.00.

2.0 Development Administrative Assistance

All work shall be performed on a time-spent basis at the normal hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses for the estimated fee of $5,200.00.

3.0 Public Involvement

All work shall be performed on a time-spent basis at the normal hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses for the estimated fee of $500.00.

4.0 Existing Deficiencies and Future Need Analysis

All work shall be performed on a time-spent basis at the normal hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses for the estimated fee of $3,400.00.

5.0 Capital Improvement Program

All work shall be performed on a time-spent basis at the normal hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses for the estimated fee of $4,100.00.

6.0 Long-term Planning Programs

All work shall be performed on a time-spent basis at the normal hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses for the estimated fee of $600.00.

7.0 Financing

All work shall be performed on a time-spent basis at the normal hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses for the estimated fee of $1,000.00.

8.0 Additional Services

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

Proposed: _____ 1/19/2022
HLA Engineering and Land Surveying, Inc. Date
Michael T. Battle, PE, President

Approved: Sherry Raymond 1-28-22
City of Selah Date
Sherry Raymond, Mayor

Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 1/25/2022
Agenda Number: N-4

Action Item

Title: Resolution Authorizing the Mayor to Sign a Seven-Page "Settlement Agreement" between the City, Codefendants and Plaintiffs on the SAFE Litigation.

From: Rob Case, City Attorney

Action Requested: Approval

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

Board/Commission Recommendation: Not Applicable

Fiscal Impact: All settlement funds will be paid by the City's risk insurance pool, and the City will contribute a maximum of $25,000.00 toward creation of a mural

Funding Source:

Background/Findings/Facts: The SAFE litigation, whereon the City is a named-defendant, has been pending since December 2020. On November 10, 2021, representatives of the parties participated in a mediation and negotiated a prospective settlement of the litigation. A seven-page "Settlement Agreement" has been drafted and it will – if approved by the City Council – formally effectuate the settlement. A copy is appended hereto. There are multiple components to the settlement, and the most significant items are recited on pages 2 and 3 within paragraphs 1 through 3.g. City staff – including the Mayor, City Administrator and City Attorney – recommend that the City Council approve the Settlement Agreement.

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

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

Date: **Action Taken: NONE**

RESOLUTION NO. 2895

RESOLUTION AUTHORIZING THE MAYOR TO SIGN A SEVEN-PAGE "SETTLEMENT AGREEMENT" BETWEEN THE CITY, CODEFENDANTS AND PLAINTIFFS ON THE SAFE LITIGATION

WHEREAS, the City is a named-defendant on pending litigation known as Selah Alliance for Equality, et al. v. City of Selah, et al., Eastern District of Washington case number 1:20-cv-03228-RMP; and

WHEREAS, representatives of the parties participated in a mediation session on November 10, 2021, and negotiated a prospective settlement of such litigation; and

WHEREAS, a seven-page "Settlement Agreement" has been drafted and will – if approved by the City Council – formally effectuate the settlement; and

WHEREAS, City staff – including the Mayor, City Administrator and City Attorney – recommend that the Settlement Agreement be approved by the City Council;

NOW THEREFORE, BE IT RESOLVED THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor be and is authorized to sign the eight-page Settlement Agreement on behalf of the City in the form appended hereto.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 25th day of January, 2022.

Sherry Raymond

Sherry Raymond, Mayor

ATTEST:

Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:

Rob Case, City Attorney

SETTLEMENT AGREEMENT

This Settlement Agreement (this "Agreement") is entered into by and between Plaintiffs Selah Alliance for Equality ("S.A.F.E."), Courtney Hernandez, Reverend Donald Davis Jr., Laura Perez, Anita Callahan, Kalah James, Charlotte Town, Amanda Watson, and Anna Whitlock (collectively with S.A.F.E., "Plaintiffs"), and their counsel, on the one hand; and Defendants the City of Selah ("the City"), Mayor Sherry Raymond, and (former) City Administrator Donald Wayman (collectively, "Defendants"), and their respective counsel, on the other hand (and all parties are referred to as the "Parties" and are referred to singularly a "Party"). This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle all the claims specified below, subject to the terms and conditions set forth and agreed to herein.

RECITALS

WHEREAS, S.A.F.E. is a grassroots, community-led organization that seeks to spread the message of anti-racism and equality throughout the City of Selah.

WHEREAS, Courtney Hernandez, Reverend Donald Davis Jr., Laura Perez, Anita Callahan, Kalah James, Charlotte Town, Amanda Watson, and Anna Whitlock are members of S.A.F.E.

WHEREAS, on or about August 10, 2020, Plaintiffs designed and purchased yard signs to communicate messages of equality to the public including, "Black Lives Matter" and "Hate Has No Place in Selah."

WHEREAS, on or about August 10, 2020, Plaintiffs placed these signs in public areas, specifically, the grassy strips between the sidewalk and street.

WHEREAS, after these signs were placed in the grassy strips, the Defendants removed some of the signs.

WHEREAS, on or about December 7, 2020, Plaintiffs filed a lawsuit against the Defendants – alleging, among other things, violation of the Plaintiffs' freedom of speech rights enumerated in the United States Constitution and Washington constitution – in the United States District Court for the Eastern District of Washington, Case No. 1:20-cv-03228 (the "Action").

WHEREAS, on or about November 10, 2021, representatives of the Parties participated in a successful mediation and negotiated a prospective settlement of the Action.

WHEREFORE, IT IS HEREBY STIPULATED AND AGREED by the Parties that the Action and claims released below against the Parties identified below shall be finally and fully compromised, settled, and resolved on the terms and conditions set forth in this Agreement, as a good faith, fair, reasonable, and adequate settlement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises as contained herein and acts in furtherance of this Agreement, the Parties agree as follows:

1. **Monetary Award.** The City will pay (via its risk insurance pool) Perkins Coie LLP, counsel for S.A.F.E., $300,000.00 (the "Award") by no later than fourteen (14) days after the date of the last person to sign this Agreement (the "Final Execution Date"). The Award represents the entire sum the City or any Defendant will pay to Plaintiffs and Plaintiffs' counsel and is inclusive of attorneys' fees, costs, and all other sums; provided however, that the City is also separately obligated to pay up to $25,000.00 towards creation of a mural as specified in paragraph 3.f. below. Perkins Coie LLP is entirely responsible for apportioning the Award among Plaintiffs' counsel and Plaintiffs.

2. **Stipulation of Dismissal.** The Parties shall file a stipulation of dismissal of the lawsuit with prejudice and without costs within ten (10) days of the timely payment of the Award.

3. **Non-Monetary Terms.** The City and Mayor Sherry Raymond will take the following actions described in subparagraphs 3.a. through 3.g. inclusive by the specified dates (collectively, "Non-Monetary Terms") in further consideration of the mutual promises contained herein:

    a. ***Honorary Name.*** The City will add a secondary honorary name of "Chief Owhi Park" to Volunteer Park. By no later than ninety (90) days after Final Execution Date, the City will post a permanent sign at the entrance of Volunteer Park displaying the honorary name. The City shall include the honorary name whenever referring to Volunteer Park in official City communications.

    b. ***Public Proclamation.*** By no later than thirty (30) days after the Final Execution Date, Mayor Sherry Raymond will issue a public Proclamation telling area residents and visitors not to tamper with temporary signs, and that criminal prosecution may be pursued for those who tamper with temporary signs. The public Proclamation will also state that the City of Selah welcomes and serves all persons, regardless of their race, ethnicity, age, religion, sexual orientation, gender identity, gender expression, disability, economic status, or other diverse backgrounds. Mayor Sherry Raymond may include additional inclusive, positive, and supportive messages in the Proclamation, but the Proclamation shall include at least the aforementioned messages.

    c. ***Diversity of Applicant Pool.*** By no later than ninety (90) days after the Final Execution Date, the City will implement a plan for increasing the diversity of the applicant pool for City employment opportunities (the "Plan"), which shall include sending all advertised job openings to a designated S.A.F.E. email account and posting all City employment opportunities on https://www.diversityjobboard.com and https://www.pdnrecruits.com, which target jobseekers of color and other underrepresented minorities. All physical advertisements (including but not limited to those in newspapers or magazines, and materials posted on bulletin boards) must reference the website(s) where the job posting is listed. The City must seek public comment on the Plan before it is finalized. The Plan shall be made publicly available on the City's website: https://selahwa.gov.

    d. ***Revised Standards of Decorum.*** By no later than thirty (30) days after the Last

Execution Date, consistent with constitutional requirements, the City will revise its "standards of decorum" for comments by members of the public during City Council meetings so as to permit criticism of City officials and employees by name as to official actions (the "Revised Standards of Decorum"). The Revised Standards of Decorum shall in no way limit commenters' ability to criticize or question City officials' ability to fulfill their job duties due to events, actions, or activities that occurred outside the scope of their duties as a City official. The City must seek public comment on the Revised Standards of Decorum before it is finalized. The Revised Standards of Decorum shall be made publicly available on the City's website: https://selahwa.gov.

e. ***DEI Training for City Employees.*** By no later than ninety (90) days after the Final Execution Date, the City will implement diversity, equity, and inclusion training ("DEI Training") for all City employees, including but not limited to all officials, staff, and police officers—which shall be administered within thirty (30) days of being hired or otherwise beginning to fulfill their duties. Prior to the initial DEI Training of all current City employees, the City shall publicize the entity, individual, or organization that will administer the DEI Training on the City's website: https://selahwa.gov.

f. ***Mural.*** The City shall appoint a mural Commission ("Commission") consisting of five (5) total members, three of which shall be chosen by Mayor Sherry Raymond with at least one of those three being a current employee of the Selah School District, and the other two of which shall be chosen by attorney Joe Cutler on behalf of S.A.F.E. The Commission members shall be specifically identified within thirty (30) days of the Final Execution Date. The Commission shall be responsible for issuing a Request for Proposals (RFP), selecting one or more artists or creators, and recommending the design of a painted or applied mural on the City-owned retaining wall located on North First Street. The City shall have final authority to approve the recommended design. The City shall pay up to $25,000.00 towards the mural. The Commission may seek additional non-City funds to use in designing and creating the mural. The mural shall communicate the message "all are welcome in Selah," although those exact words need not be included. The mural shall be completed no later than one year from the Final Execution Date if possible.

g. ***Selective Sign Enforcement.*** The City agrees that it shall not enforce its sign code, SMC 10.38, or any subsequent version of the sign code, selectively against Plaintiffs. The City agrees not to adopt a revised version of SMC 10.38, or any subsequent version of a sign code, that violates the freedom of speech rights enumerated in the United States or Washington constitutions.

4. **Releases.** Upon the Final Execution Date, and in consideration for the Award, the Non-Monetary Terms, and for Defendants' other promises recited in this Agreement, Plaintiffs shall unconditionally and irrevocably remise, release, forever discharge and covenant not to sue Defendants and each of their past, present, and future officials, representatives, employees, managers, successors, and insurers, or any agent acting or purporting to act for them or on their behalf, from any and all claims, counterclaims, actions, causes of action,

suits, setoffs, costs, losses, expenses, sums of money, accounts, reckonings, debts, charges, complaints, controversies, disputes, damages, judgments, executions, promises, omissions, duties, agreements, rights, and any and all demands, obligations and liabilities, of whatever kind or character, direct or indirect, whether known or unknown, at law or in equity, by right of action or otherwise, which were brought or which could have been brought in this lawsuit. This paragraph 4 shall not release Defendants from any obligations imposed on Defendants by this Agreement.

5. **No Anticipated Cases.** By their signatures below, counsel for Plaintiffs represent and agree that they have no present intention to bring any additional lawsuit(s) arising out of the underlying facts resulting in this Agreement, raising issues similar to those raised in the Action. Counsel for the Plaintiffs represent that they have no present intention to represent any plaintiff(s) against Defendants in a lawsuit raising issues similar to those raised in the Action.

6. **Continuing Jurisdiction.** For a period of five (5) years after the Final Execution Date, the enforcement of this Agreement will remain subject to the jurisdiction of the United States District Court for the Eastern District of Washington to ensure that all Parties comply with the terms herein. The United States District Court for the Eastern District of Washington shall have and retain continuing and exclusive jurisdiction arising from the failure of any Party to take all necessary steps in accordance with this Agreement. The Parties agree to cooperate and to take all necessary and appropriate steps to ensure the enforceability of this Agreement.

7. **Binding on Successors.** This Agreement binds and benefits the Parties' respective successors, assigns, legatees, heirs, and personal representatives.

8. **Governing Law.** This Agreement shall be interpreted in accordance with the laws of the State of Washington, without regard to conflict of laws principles.

9. **Construction and Interpretation.** No Party nor any of the Parties' respective attorneys will be deemed the drafter of this Agreement for purposes of interpreting any provision in this Agreement in any judicial or other proceeding that may arise between them. This Agreement has been, and must be construed to have been, drafted by all the Parties to it, so that any rule that construes ambiguities against the drafter will have no force or effect.

10. **Entire Agreement.** This Agreement constitutes the full and complete agreement of the Parties and supersedes any and all prior understandings, promises, representations and agreements, oral or written, with respect to the subject matter.

11. **Severability.** The invalidity of any provision of this Agreement (or any interpretation or construction thereof) shall not affect the validity and enforceability of the remaining provisions of this Agreement or its terms or interpretations.

12. **Modifications and Amendments.** No amendment, change or modification to this Agreement will be valid unless in writing signed by all Parties that would be impacted by such amendment, change or modification, and also by respective counsel who then represents each impacted Party. This Agreement may not be amended, modified or changed

orally.

13. **Effective Date.** This Agreement is effective and binding as of the date the Agreement is signed by *all of the necessary signatories* specified on pages 6-7 below.

14. **Counterparts.** This Agreement may be executed in counterparts, each of which constitutes an original, but all of which together constitutes one and the same instrument. Several signature pages may be collected and annexed to one or more documents to form a complete counterpart. Photocopies, PDFs, or facsimiles of executed copies of this Agreement may be treated as originals.

15. **Recitals.** The Recitals are incorporated by this reference and are part of the Agreement. This Agreement consists of sixteen (16) separately numbered paragraphs contained in seven (7) pages including signatures.

16. **Representations.** The Parties represent that they (1) have read this entire Agreement and understand its terms, (2) have been given a reasonable and adequate period of time to consider this Agreement before signing it, (3) fully understand the terms and effects of this Agreement, (4) fully understand their right to discuss all aspects of this Agreement with an attorney of their choice, and have availed themselves of this right, (5) are voluntarily executing this Agreement by their own free act and deed; and (6) understand that no payment or consideration has been promised to Plaintiffs for entering into and signing this Agreement which is not specified in this Agreement. Each Party further represents that the individuals signing this Agreement have the requisite authority to bind the Parties to the terms of the Agreement and are signing such Agreement as each respective Party's duly authorized agent or representative.

[The remainder of this page is intentionally left blank. Signature pages follow.]

THE PARTIES HAVE AGREED TO THE TERMS OF THIS AGREEMENT AND HAVE SIGNED BELOW.

PLAINTIFFS

_____ Dated: _____
Courtney Hernandez
Personally and on behalf of S.A.F.E.

_____ Dated: _____
Reverend Donald Davis Jr.
Personally and on behalf of S.A.F.E.

_____ Dated: _____
Laura Perez
Personally and on behalf of S.A.F.E.

_____ Dated: _____
Anita Callahan
Personally and on behalf of S.A.F.E.

_____ Dated: _____
Kalah James
Personally and on behalf of S.A.F.E.

_____ Dated: _____
Charlotte Town
Personally and on behalf of S.A.F.E.

_____ Dated: _____
Amanda Watson
Personally and on behalf of S.A.F.E.

_____ Dated: _____
Anna Whitlock
Personally and on behalf of S.A.F.E.

PLAINTIFFS' COUNSEL

_____ Dated: _____
Joseph P. Cutler (WSBA #37234)
On behalf of Perkins Coie LLP as to
Paragraph 5 only

_____ Dated: _____
Yvonne Chin (WSBA #50389)
On behalf of the ACLU of
Washington as to Paragraph 5 only

DEFENDANTS

Sherry Raymond Dated: 1-25-2022

Mayor Sherry Raymond
Personally and on behalf of City

_____ Dated: _____

Donald Wayman (former City Administrator)
Personally

DEFENDANTS' COUNSEL

_____ Dated: _____

Christopher J. Kerley (WSBA #16489)
Among counsel for City and Mayor
Sherry Raymond

_____ Dated: _____

Kirk A. Ehlis (WSBA #22908)
Among counsel for Donald Wayman

_____ Dated: _____

D. R. (Rob) Case (WSBA #34313)
Among counsel for all Defendants

Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 1/25/2022
Agenda Number: N-5

Action Item

Title: Resolution Authorizing the Mayor to Sign a Probation Services Agreement with Yakima County and its District Court.

From: Joe Henne, City Administrator

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: The City agrees to pay the County a flat fee of $70.00 per case for which probation supervision has been ordered for the duration of the signed agreement.

Funding Source: General Fund 001

Background/Findings/Facts: Yakima County Probation Department informed the courts and City that the existing agreement between the parties needs to be renewed. The existing flat fee of $70.00 per case for which probation supervision is ordered will remain the same as originally agreed on in the 2017 contract. Signature on this contract is simply for renewal purposes.

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

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

Date: **Action Taken: None**

RESOLUTION NO. 2896

RESOLUTION AUTHORIZING THE MAYOR AND JUDGE TO SIGN AN AGREEMENT WITH YAKIMA COUNTY CONCERNING PROBATION SERVICES

WHEREAS, the City of Selah Municipal Court requires probation services for eligible individuals; and

WHEREAS, Yakima County has the Probation Department with qualified personnel who possesses sufficient qualifications and is well staffed to continue to provide probation services to the City of Selah;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor is authorized to sign a contract with Yakima County concerning continuation of Probation Services for 2022.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 25th day of January 2022.

Sherry Raymond

Sherry Raymond, Mayor

ATTEST:

Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:

Rob Case, City Attorney

Probation Services Agreement

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

WHEREAS the City and the County desire to continue the existing arrangement whereby the County provides probation supervision services for cases/individuals referred to Probation Services by the Selah Municipal Court;

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

1. PURPOSE: The purpose of this Agreement is to set forth the terms and conditions upon which the parties agree to continue probation services and to enumerate other related provisions that contribute to their mutual benefit.

2. DURATION: This Agreement shall be effective from January 1, 2022, and shall remain in effect until midnight on December 31, 2025, unless terminated earlier by either party in accordance with Section 11 of this Agreement.

3. COMPENSATION:

a. *Cost Per Case*: The City agrees to pay the County a flat fee of $70.00 per case for which probation supervision has been ordered for the duration of this Agreement subject to paragraph three of this Agreement. For 2022, the cost to the City for supervision services is $2940. The calculation of that amount is detailed below and further explained in paragraphs 3(b) and 3(c).

Year	Average Active Caseload	Average BW Caseload	Total 4 year Average Caseload	Flat Fee Cost Per Case	Annual Cost	Quarterly Cost
2022	34	8	42	$70	$2940	$735

b. Calculation and Timing: The County will project the total number of active and bench warrant cases that we expect to supervise for the upcoming year by the first of August of the preceding year for which services will be rendered. The County will provide the City with an accounting that includes the average active caseload

and average bench warrant caseload for the upcoming year as well as the calculation of cost based upon the accounting.

For 2022, the County will project the number of cases based on the daily average number of cases supervised (includes active and bench warrant cases) in 2018, 2019, 2020, and 2021. For 2023, the County will project the number of cases based on the daily average number of cases supervised (includes active and bench warrant Cases) in 2019, 2020, 2021, and 2022. For 2024, the County will project the number of cases based on the daily average number of cases supervised (includes active and bench warrant cases) in 2020, 2021, 2022, and 2023. For 2025, the County will project the number of cases based on the daily average number of cases supervised (includes active and bench warrant cases) in 2021, 2022, 2023 and 2024.

c. Payment: The County will invoice the City on a quarterly basis for costs and fees determined as set forth in paragraph 3, above, with the total amount owed for the previous quarter. The first invoice will be for County probation services provided from January 2022 through March 31, 2022. The City will remit payment within 30 days after receipt of the County's invoice.

4. REVIEW: If it is determined that the flat fee of $70.00 per case is inadequate to cover costs associated with supervision, the parties agree that the cost per case can be reviewed by August 1 of each contract year and adjusted based on those discussions, to become effective on January 1 the following year. At the time of review, the County will provide the City with notice as well as supporting documentation detailing their findings as it relates to case numbers, operational costs end revenue shortfalls.

5. PROBATION SERVICES: The parties agree that the most effective way to continue consolidated probation services to reduce costs and provide better services is for District Court Probation Department to continue providing probation services to any and all individuals subject to probation supervision by order of the Municipal Court ("City Probationers").

a. The City shall continue to refer applicable probationers to the Probation Department.

b. The County shall provide all necessary personnel, equipment, and facilities to perform the foregoing services in the manner required by law and court rule. The County shall provide the City with notice of any changes that may impact the staffing and service levels applicable to City Probationers.

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

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

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

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

10. LIABILITY.

a. The City agrees to hold harmless, indemnify, and defend the County, its officers, elected officials, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including costs and reasonable attorney's fees) which result from or arise out of any intentional or negligent act or omission of the City, its officers, elected officials, employees, and agents in connection with or incidental to the performance of this Agreement.

b. The County agrees to hold harmless, indemnify, and defend the City, its officers, elected officials, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including costs and reasonable attorney's fees) which result from or arise out of any intentional or negligent act and/or omission of the County, its. officers, elected officials, employees, and agents in connection with or incidental to the performance of this Agreement.

c. In the event that both the County and the City are negligent in a matter arising out of the activities of the parties pursuant to this Agreement, each part shall be liable for its contributory share of negligence for any resulting suits, actions, claims,

liability, damages, judgments, costs and expenses including costs and reasonable attorney's fees.

d. Nothing contained in this section of this Agreement shall be construed to create a liability or a right of indemnification in any third party.

e. Notwithstanding any provision to the contract, the terms of this section shall survive any expiration or termination of this Agreement.

11. TERMINATION. Termination of this Agreement by either party may be accomplished upon one year's written notice of the intent to terminate to the other party. At the termination of the agreement, all pending probation cases, together with all relevant and necessary case files and records associated therewith, shall be transferred to the City.

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

a. At all times during provision of the Probation Services for Selah Municipal Court probationers, Yakima County shall secure and maintain in effect insurance to protect the City from and against all claims, damages, losses, and expenses arising out of or resulting from the negligent performance or non-performance of this Contract by Yakima County Officials or employees. Yakima County shall provide and maintain in force insurance in limits no less than that stated below, as applicable. The City reserves the right to require higher limits should it deem it necessary in the best interest of the public.

b. **Commercial General Liability Insurance.** Before this Contract is fully executed by the parties, Yakima County shall provide the City with a certificate of insurance as proof of commercial liability insurance and commercial umbrella liability insurance with a total minimum liability limit of Two Million Dollars ($2,000,000.00) per occurrence combined single limit bodily injury and property damage, and Two Million Dollars ($2,000,000.00) general aggregate (per project). The policy shall include employer's liability (Washington Stop Gap). The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Contract.

c. **Professional Liability Coverage.** Before this Contract is fully executed by the parties, Yakima County shall provide the City with a certificate of insurance as proof of professional liability coverage with a total minimum liability limit of Two Million Dollars ($2,000,000.00) per claim combined single limit bodily injury and property damage, and Two Million Dollars ($2,000,000.00) aggregate. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and

provisions provided are in effect. The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide. If the policy is written on a claims made basis the coverage will continue in force for an additional two years after the completion of this contract.

13. INTEGRATION, SUPERSESSION AND MODIFICATION. This Agreement sets forth all of the terms, conditions and agreements, of the parties relative to the subject matter hereof and supersedes any and all prior negotiations, discussions, agreements and understandings between the parties as to the subject matter hereof. There are no terms, conditions, or agreements with respect thereto, except as herein provided and no amendment or modification of this Agreement shall be effective unless reduce to writing and executed by the parties.

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

15. SEVERABILITY.

a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the provision held to be invalid.

b. If any provision of this Agreement in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

c. Due to changes to the law as enacted by SHB1294, which became law on July 25, 2021, this agreement may be modified to add language when AOC generates an updated model agreement for entities. The County will notify the City of Selah in the event that any such changes become necessary to conform with AOC's forthcoming template.

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

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

TO CITY:

Bronson Faul, Judge
Selah Municipal Court
115 W. Naches Avenue
Selah, Wa. 98942

TO COUNTY/DISTRICT COURT:

Alfred Schweppe, Presiding Judge
Yakima County District Court
128 N. 2nd Street Room 225
Yakima, Wa. 98901

or to such addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid or hand delivered. Such notices shall be deemed effective when mailed or hand delivered at the addresses specified above.

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

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

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

CITY OF SELAH

By: Sherry Raymond
Sherry Raymond, Mayor

Date: 1-25-2022

Attest:
By:
Dale Novobielski, Clerk/Treasurer

Approved as to form:
By: B Faul
Bronson Faul, Judge

YAKIMA COUNTY

By: Alfred D. Schweppe
Alfred Schweppe, Presiding Judge

Date: 10/21/2021

Approved as to Form:

Brittanie Weigand
Deputy Prosecuting Attorney
WSBA #: 32968
Date: October 18, 2021

Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 1/25/2022
Agenda Number: O-1

Action Item

Title: Ordinance Amending Selah Municipal Code Section 1.10.031 to Add a New Full-Time, Regular, Exempt, Non-Union Employee Position of Police Lieutenant

From: Joe Henne, City Administrator; and/or Daniel Christman, Chief of Police

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: Initial (prior to annual cost-of-living adjustments) maximum monthly salary of $8,558.00 gross; benefits at same levels as for other Police Department employees

Funding Source: General Fund

Background/Findings/Facts: The Chief of Police desires to create a new Police Lieutenant position as a full-time, regular, exempt, non-union employee position, and thereafter to fill that newly-created position by promoting an existing Police Sergeant. As the first step to effectuating this change, the City needs to (among other things) amend Selah Municipal Code section 1.10.031 because that section recites all of the City's full-time, regular, exempt, non-union employee positions. The maximum initial monthly salary (during 2022, prior to any future cost-of-living adjustments) for the Lieutenant position will be $8,558.00 gross. Standard benefits will also be provided, at the same levels as for other Police Department employees. (The second step to effectuating the change will be an amendment of the City's current salary ordinance, which is Ordinance No. 2151 as passed on December 14, 2021, and which took effect on January 1, 2022.)

On October 26, 2021, the City Council approved a comprehensive revision to the pre-existing version of SMC 1.10.031 by passing Ordinance No. 2194. Subsequent thereto, the Chief of Police decided to the now-under-discussion Lieutenant position. Thus, it is now necessary to again amend SMC 1.10.031 as stated in the instant AIS.

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

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

Date:	**Action Taken:**
10/26/2021	Ordinance No. 2194: "Ordinance Amending Selah Municipal Code section 1.10.031"

ORDINANCE NO. 2154

ORDINANCE AMENDING SELAH MUNICIPAL CODE SECTION 1.10.031

WHEREAS, the City desires to create a new full-time, regular, exempt, non-union employee position known as Police Lieutenant; and

WHEREAS, Selah Municipal Code section 1.10.031 recites the City's full-time, regular, exempt, non-union employee positions, and the current version does not include any position known as Police Lieutenant; and

WHEREAS, therefore to effectuate the creation of such position, Selah Municipal Code section 1.10.031, subpart (f), subheading "Police Department" needs to be amended so as to include a position known as Police Lieutenant and thus to henceforth read in full as follows:

> Police Department:
> Chief of Police;
> Deputy Chief of Police;
> Police Lieutenant;

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

SECTION 1. Selah Municipal Code (SMC) 1.10.031 shall be and is amended as set forth above.

SECTION 2. This Ordinance shall be effective at 12:01 a.m. on the fifth day following publication of a summary of the Ordinance in the official newspaper of the City of Selah.

Dated this 25th day of January, 2022.

Sherry Raymond
Sherry Raymond, Mayor

ATTEST:

Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:

Rob Case, City Attorney

Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 1/25/2022
Agenda Number: O-2

Action Item

Title: Ordinance Amending Ordinance No. 2151 Establishing the 2022 Base Salary and Wage Schedule for Management, Confidential and Unrepresented Employees

From: Dale Novobielski, Clerk/Treasurer

Action Requested: Approval

Staff Recommendation: Recommend approval.

Board/Commission Recommendation:

Fiscal Impact: $ 8,558 monthly salary for a Police Lieutenant

Funding Source: Fund 001 General

Background/Findings/Facts: In 2021 the position of Deputy Police Chief was vacated and the Police Chief would like to create the position of Police Lieutenant to replace it.

Recommended Motion: Move to approve the Ordinance Amending Ordinance No. 2151 establishing the 2022 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:**

ORDINANCE NO. 2155

ORDINANCE AMENDING ORDINANCE NO. 2151 ESTABLISHING THE 2022 BASE SALARY AND WAGE SCHEDULE FOR MANAGEMENT, CONFIDENTIAL AND UNREPRESENTED EMPLOYEES

THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, does amend the following "2022 Base Salary and Wage Schedule" for management, confidential and unrepresented employees, as follows:

FULL-TIME REGULAR	**MONTHLY SALARY (gross)**
Police Department	
Police Lieutenant	$ 8,558

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

PASSED AND ORDAINED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 25th day of January, 2022.

Sherry Raymond
Sherry Raymond, Mayor

ATTEST:

Dale E. Novobielski, Clerk Treasurer

APPROVED AS TO FORM:

Rob Case, City Attorney

COUNCIL ROLL CALL LIST

Meeting Date: 1-25-2022

YES	ATTENDANCE	NO
✓	Kevin Wickenhagen	
✓	Jared Iverson	
✓	Elizabeth Marquis	
✓	Clifford Peterson	
✓	Roger Bell	
✓	Michael Costello	
✓	Russell Carlson	

MOVE ITEM N-1

YES	AIS: TO CONSENT	NO
✓	Kevin Wickenhagen (2)	
✓	Jared Iverson	
✓	Elizabeth Marquis	
✓	Clifford Peterson (1)	
✓	Roger Bell	
✓	Michael Costello	
	Russell Carlson	✓

FAIL

APPROVE CONSENT

YES	AIS:	NO
✓	Kevin Wickenhagen	
✓	Jared Iverson	
✓	Elizabeth Marquis	
✓	Clifford Peterson (1)	
✓	Roger Bell	
✓	Michael Costello	
✓	Russell Carlson (2)	

PASS

RE: OLD BUSINESS / PURCHASING POLICY

YES	AIS: CALL FOR VOTE	NO
	Kevin Wickenhagen	✓
	Jared Iverson	✓
	Elizabeth Marquis	✓
	Clifford Peterson (X)	✓
	Roger Bell	✓
	Michael Costello	✓
	Russell Carlson	✓

FAIL

RE: OLD BUSINESS / PURCHASING POLICY

YES	AIS: POSTPONE INDEF.	NO
✓	Kevin Wickenhagen (2)	
✓	Jared Iverson	
✓	Elizabeth Marquis	
✓	Clifford Peterson (1)	
✓	Roger Bell	
✓	Michael Costello	
✓	Russell Carlson	

PASS

YES	AIS: N-1	NO
✓	Kevin Wickenhagen (1)	
✓	Jared Iverson	
✓	Elizabeth Marquis	
✓	Clifford Peterson	
✓	Roger Bell	
✓	Michael Costello (2)	
✓	Russell Carlson	

PASS

YES	AIS: N-2	NO
✓	Kevin Wickenhagen	
✓	Jared Iverson	
✓	Elizabeth Marquis	
✓	Clifford Peterson (2)	
✓	Roger Bell (1)	
✓	Michael Costello	
✓	Russell Carlson	

PASS

YES	AIS: N-3	NO
✓	Kevin Wickenhagen	
✓	Jared Iverson	
✓	Elizabeth Marquis	
✓	Clifford Peterson (1)	
✓	Roger Bell	
✓	Michael Costello	
✓	Russell Carlson (2)	

PASS

YES	AIS: O-1	NO
✓	Kevin Wickenhagen	
✓	Jared Iverson	
✓	Elizabeth Marquis	
✓	Clifford Peterson	
✓	Roger Bell	
✓	Michael Costello (2)	
✓	Russell Carlson (1)	

PASS

YES	AIS: O-2	NO
✓	Kevin Wickenhagen (2)	
✓	Jared Iverson	
✓	Elizabeth Marquis	
✓	Clifford Peterson	
✓	Roger Bell (1)	
✓	Michael Costello	
✓	Russell Carlson	

PASS

COUNCIL ROLL CALL LIST

Meeting Date: 1-25-2022

YES	**ATTENDANCE**	NO
	Kevin Wickenhagen	
	Jared Iverson	
	Elizabeth Marquis	
	Clifford Peterson	
	Roger Bell	
	Michael Costello	
	Russell Carlson	

YES	AIS:	NO
	Kevin Wickenhagen	
	Jared Iverson	
	Elizabeth Marquis	
	Clifford Peterson	
	Roger Bell	
	Michael Costello	
	Russell Carlson	

PASS

YES	AIS: N-4	NO
✓	Kevin Wickenhagen	
✓	Jared Iverson	
✓	Elizabeth Marquis	
✓	Clifford Peterson (2)	
✓	Roger Bell (1)	
✓	Michael Costello	
✓	Russell Carlson	

YES	AIS:	NO
	Kevin Wickenhagen	
	Jared Iverson	
	Elizabeth Marquis	
	Clifford Peterson	
	Roger Bell	
	Michael Costello	
	Russell Carlson	

TIME: 7:52PM

YES	AIS: ADJOURN	NO
✓	Kevin Wickenhagen (1)	
✓	Jared Iverson	
✓	Elizabeth Marquis	
✓	Clifford Peterson	
✓	Roger Bell	
✓	Michael Costello (2)	
✓	Russell Carlson	

YES	AIS:	NO
	Kevin Wickenhagen	
	Jared Iverson	
	Elizabeth Marquis	
	Clifford Peterson	
	Roger Bell	
	Michael Costello	
	Russell Carlson	

YES	AIS:	NO
	Kevin Wickenhagen	
	Jared Iverson	
	Elizabeth Marquis	
	Clifford Peterson	
	Roger Bell	
	Michael Costello	
	Russell Carlson	

YES	AIS:	NO
	Kevin Wickenhagen	
	Jared Iverson	
	Elizabeth Marquis	
	Clifford Peterson	
	Roger Bell	
	Michael Costello	
	Russell Carlson	

YES	AIS:	NO
	Kevin Wickenhagen	
	Jared Iverson	
	Elizabeth Marquis	
	Clifford Peterson	
	Roger Bell	
	Michael Costello	
	Russell Carlson	

YES	AIS:	NO
	Kevin Wickenhagen	
	Jared Iverson	
	Elizabeth Marquis	
	Clifford Peterson	
	Roger Bell	
	Michael Costello	
	Russell Carlson	