



SELAH CITY COUNCIL

August 8, 2023

4:30 p.m. – Regular Scheduled Study Session

RE: Update on the City's Housing Action Plan

5:30 p.m. – Regular Scheduled Meeting

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

A yellow AIS cover page indicates an action item.

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



Selah City Council
Meeting Date: August 8, 2023
4:30 p.m.: Regular Study Session
5:30 p.m.: Regular Meeting

Mayor:	Sherry Raymond
Mayor Pro Tempore & Councilmember:	Russell Carlson
Councilmembers:	Kevin Wickenhagen Jared Iverson Elizabeth Marquis Clifford Peterson Roger Bell Michael Costello
City Administrator:	Joe Henne
City Attorney:	Rob Case
Clerk/Treasurer:	Dale Novobielski

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

AGENDA

- 1) **Call to Order – Mayor Raymond**
- 2) **Roll Call**
- 3) **Registering in record of councilmember absence(s) as excused absence(s), per SMC 1.06.070**
- 4) **Pledge of Allegiance**
- 5) **Invocation with Don Cline from the Bible Baptist of Selah**
- 6) **Announcement of changes, if any, from previously-published Agenda**
- 7) **Getting to know local businesses, agencies and/or people (up to 5 minutes total)**
- 8) **Comments from the public (up to 30 minutes total)**

The City of Selah is a non-charter code city and we are presently conducting a regular meeting between the Mayor and City Council. A maximum of thirty minutes will be allotted for public comments.

Common-sense standards of decorum apply. Comments must be respectful; no profanity or insults are allowed. Comments pertaining to City business and official actions are the most valued, but comments pertaining to City officials' ability to fulfill their job duties due to events, actions, or activities that occurred outside the scope of their duties as a City official may also be offered. Constructive criticism of City officials is allowed including constructive criticism specifically mentioning City officials or employees by name as to official actions, but defamation, personal attacks and impertinent assertions are not allowed.

Commenters are limited to one comment per meeting and each comment is subject to a duration limit. City staff may disallow or modify any received written comment that exceeds its duration limit or that is deemed inappropriate, and the Mayor or Presiding Officer may turn off the podium microphone or otherwise silence any in-person comment that exceeds its duration limit or is deemed inappropriate.

These standards are subject to revision and will be updated whenever necessary in order to comply with constitutional requirements.

A. Pre-arranged oral comments (up to 5 minutes each) - None

B. Reading of received written comments (up to 2 minutes each) – None

C. Oral comments by people in attendance (up to 2 minutes each)

9) **Proclamations/announcements**

10) **Consent Agenda**

Consent Agenda items are listed with an asterisk (*). Those items are considered routine and will be addressed via a joint motion, without any discussion or debate. However, upon the request of any Councilmember an item will be removed from the Consent Agenda, will be addressed separately, and will be subject to discussion and debate.

A. Treesa Morales * Approval of Minutes from July 25, 2023 Council Meeting

B. Dale Novobielski * Approval of Claims & Payroll

11) **Public Hearings**

A. Joe Henne Public Hearing to Receive Public Input Regarding the Potential Adoption of the “Selah Transit Development Plan 2024-2029 and 2022-2023 Annual Report”

Resolution 13-G Joe Henne (RELOCATED) Resolution Adopting the “Selah Transit Development Plan 2024-2029 and 2022-2023 Annual Report”

12) **General Business**

A. New Business – None

B. Old Business – None

13) **Resolutions**

A. Rob Case Resolution Authorizing the Mayor to Sign a Twelve-Page Janitorial Services Agreement with ABM Industry Groups, LLC, and Also Authorizing City Staff to Issue Written Notice of Termination to Operation Omni

B. Rocky Wallace Resolution Amending Resolution No. 3029 for Additional Funding for the City’s Emergency Water Well #5 Project

C. Rocky Wallace Resolution Authorizing the Mayor to Sign a Transportation Improvement Board (TIB) Funding Application for the 2023 Urban Arterial Program for the East Goodlander/Lancaster Road Traffic Signal Project

D. Rocky Wallace Resolution Authorizing Public Works to Purchase Two Snow Plows and One Sander

- E. Rocky Wallace Resolution Authorizing the Mayor to Sign a Contract with Ascent Foundations & More, LLC, Related to the City's Naches Avenue and City Hall Improvements Project
- F. Rocky Wallace Resolution Authorizing the Mayor to Sign a Contract with Ascent Foundation & More, LLC, Related to the City's North Tennis Courts Reconstruction Project

14) **Ordinances**

15) **Reports/Announcements**

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

16) **Executive Session - None**

17) **Closed Session:** RCW 42.30.140(4)(b) – Regarding collective bargaining negotiations

18) **Adjournment**

Next Regular Meeting: August 22, 2023



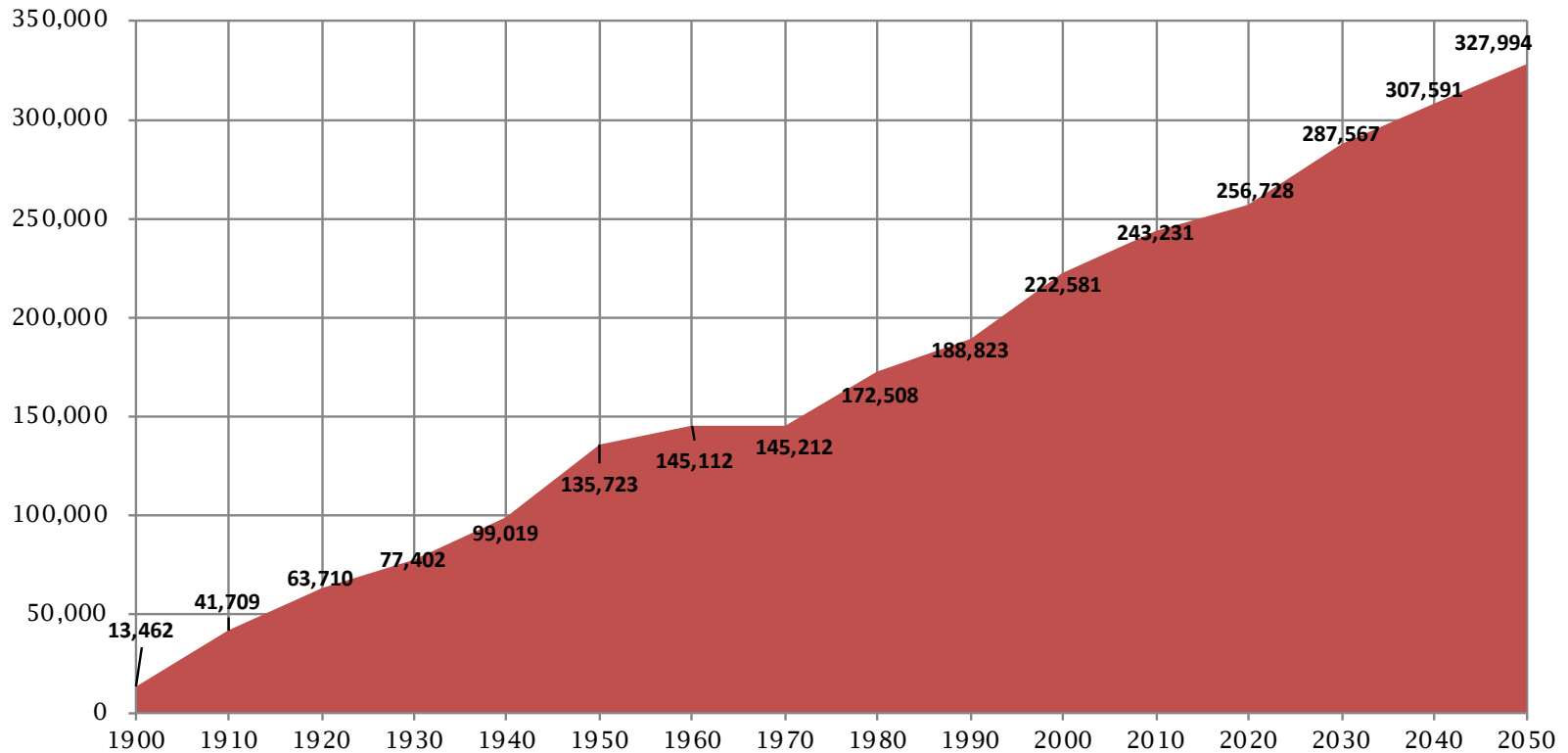
SELAH CITY COUNCIL
Study Session Materials
August 8, 2023 Meeting

Selah, Washington Housing Action Plan (HAP)



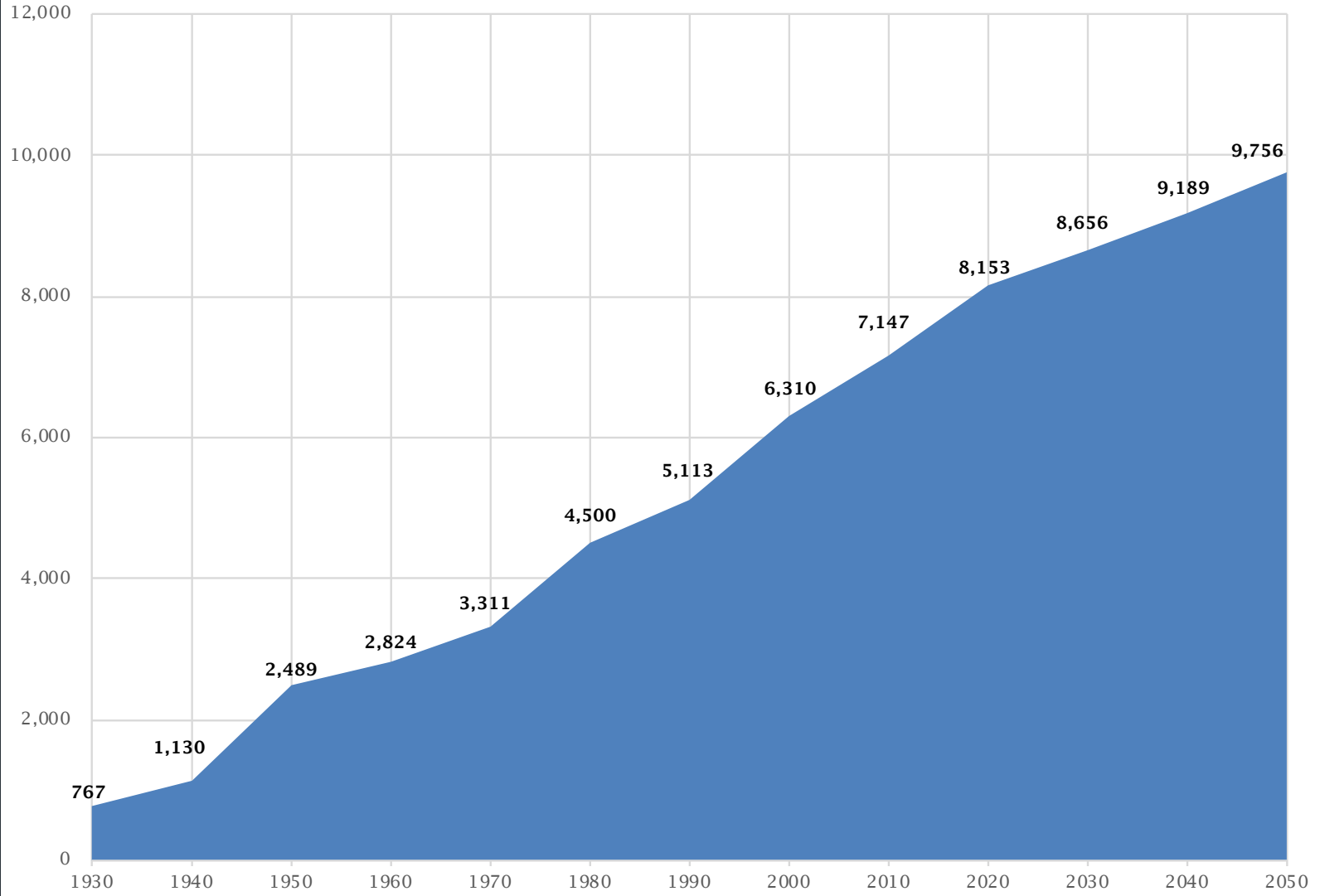
City Council Briefing
8 August 2023

Yakima County population projections

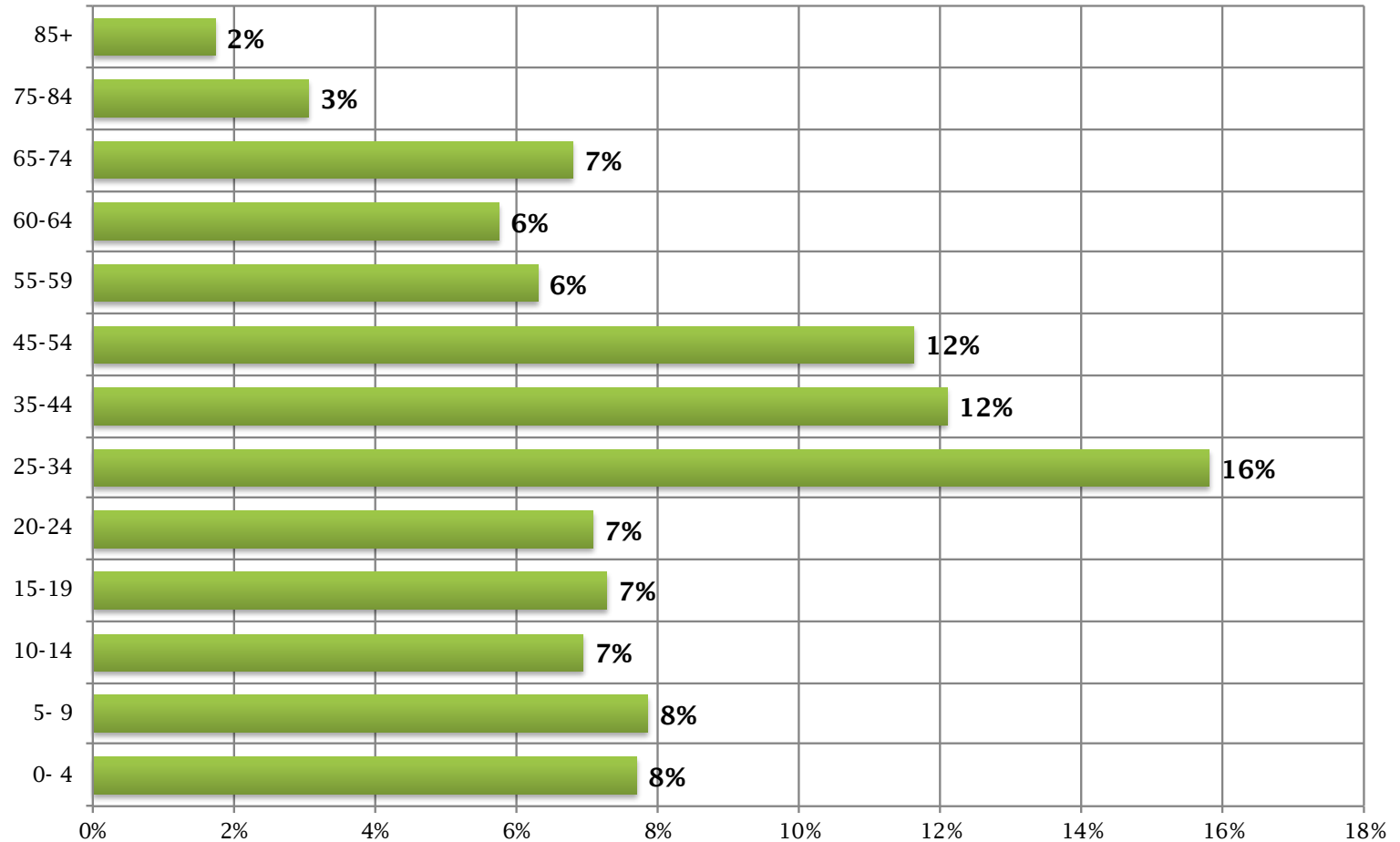


Source: WA OFM Medium Series 2018

Selah population



Age distribution in Selah 2021



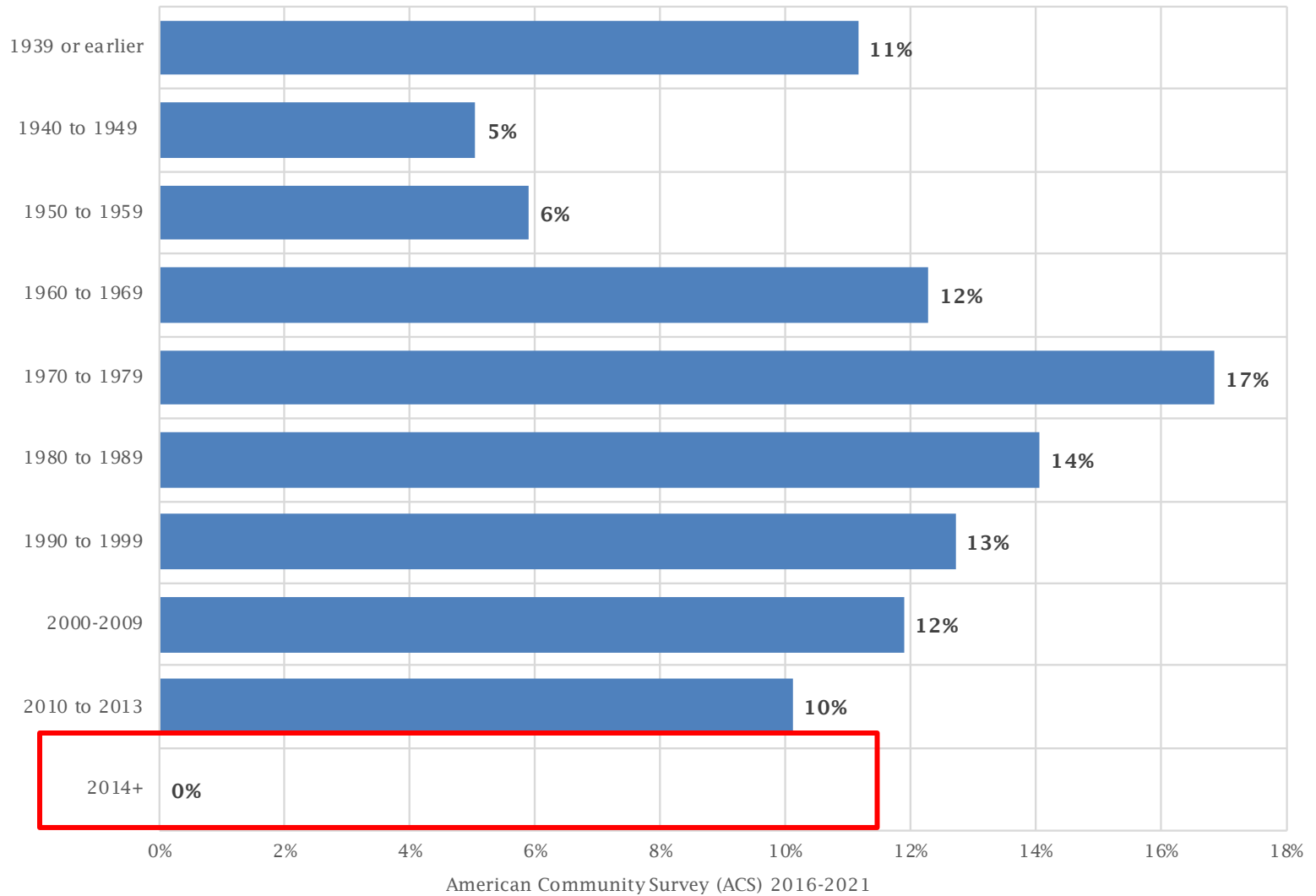
Source: American Community Survey (ACS) 2017-2021

ACS – American Community Survey 2017-2021

Limitations

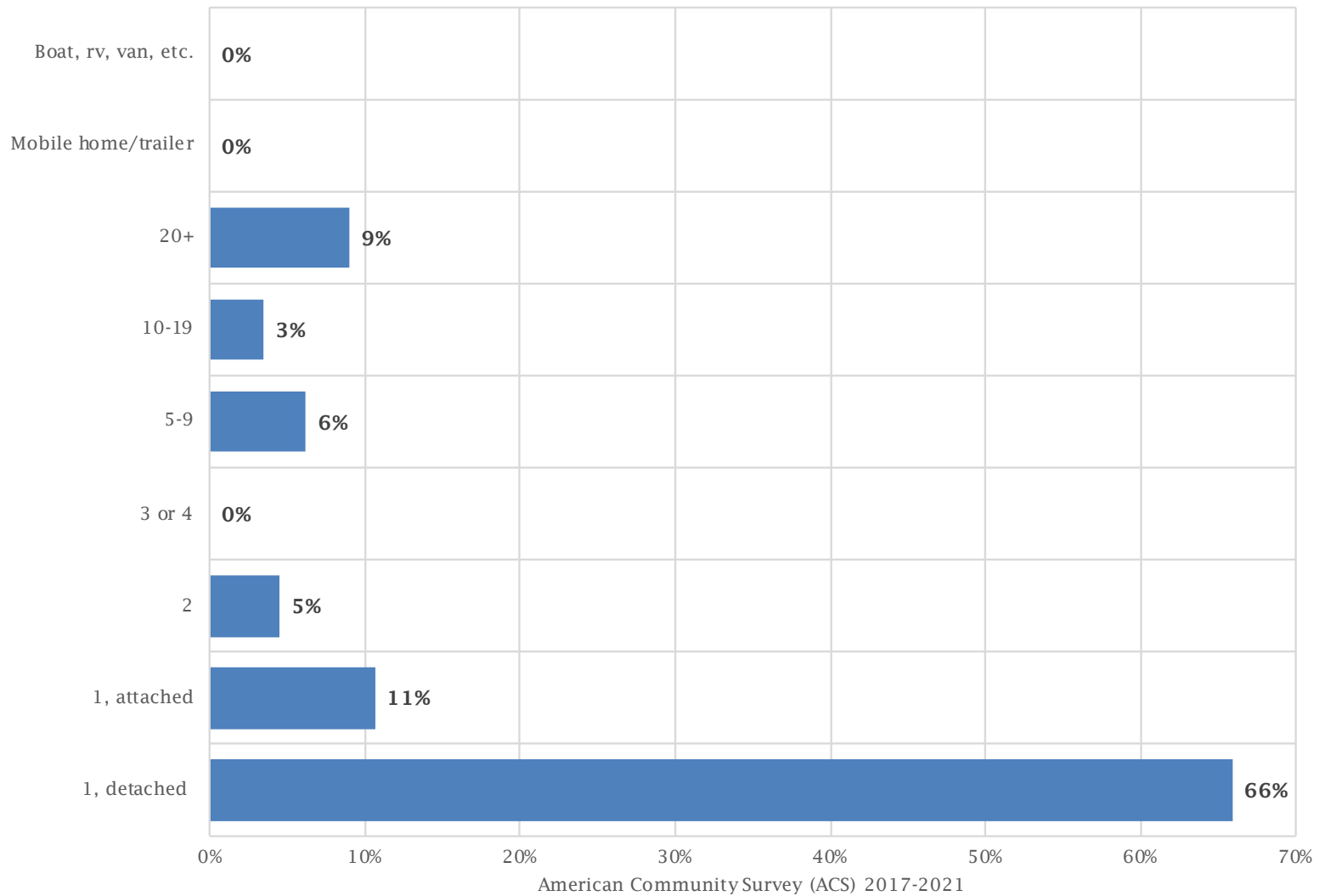
- The American Community Survey (ACS) - is an ongoing statistical survey by the US Census Bureau sent to approximately 250,000 addresses monthly (or 3,000,000 per year) – *margin of error varies from +/-3.0% to +/-14.6% depending on the subject*. The ACS regularly gathers information previously contained only in the long form of the decennial census. It is the largest survey other than the decennial census that the Census Bureau administers.
- The HAP demographic characteristics - are taken from the ACS's most current compilations for the combined 2017 to 2021 years. Given the limited sampling the results are likely to be typical but not overtly accurate of actual existing conditions.
- The 2020 Decennial Census - was conducted in 2020 and is still being compiled with the following scheduled release dates:
 - Demographic profiles – May 2023
 - Demographic and housing characteristics – May 2023
 - Detailed demographic and housing characteristics – August 2023

When housing was built in Selah

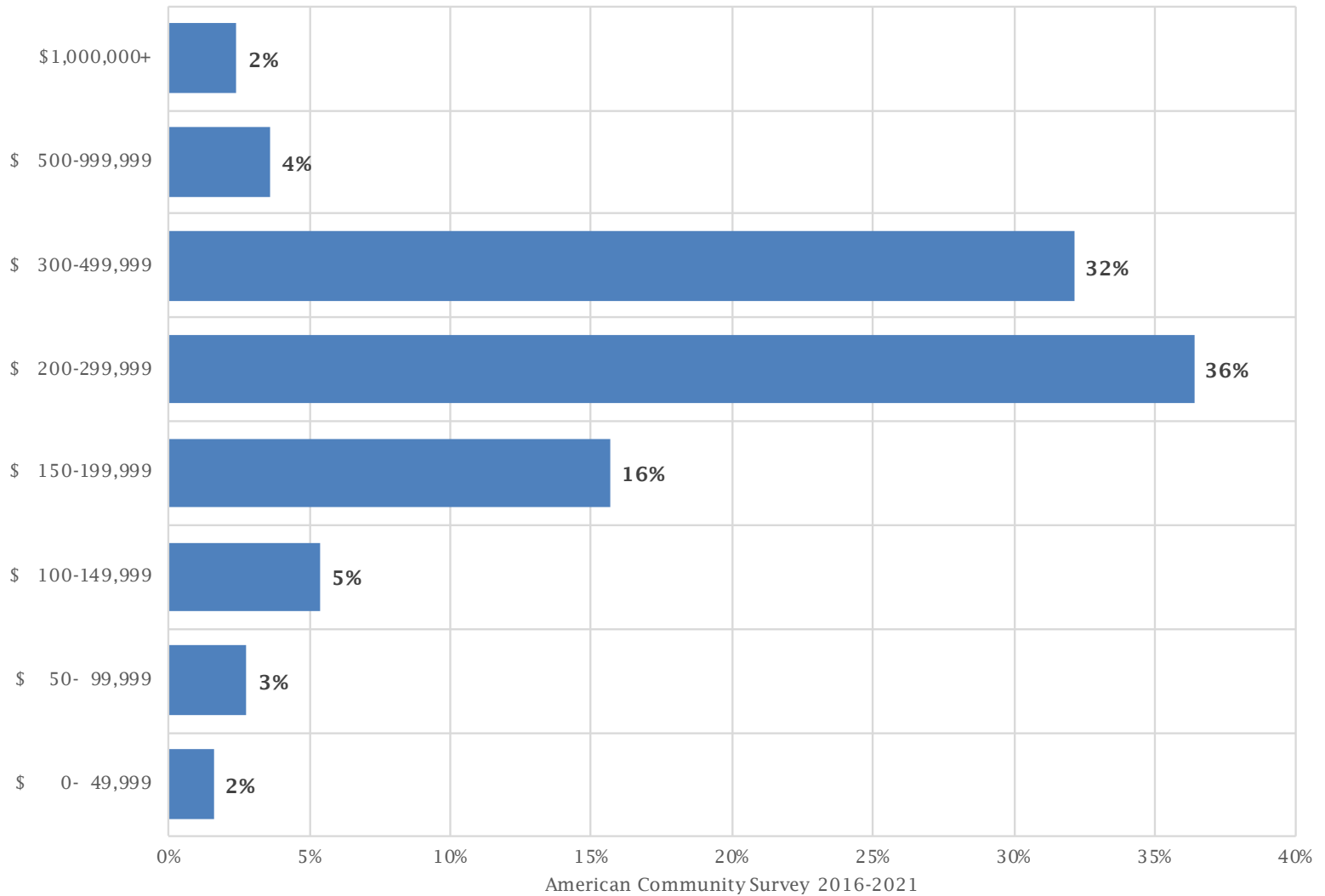


American Community Survey (ACS) 2016-2021

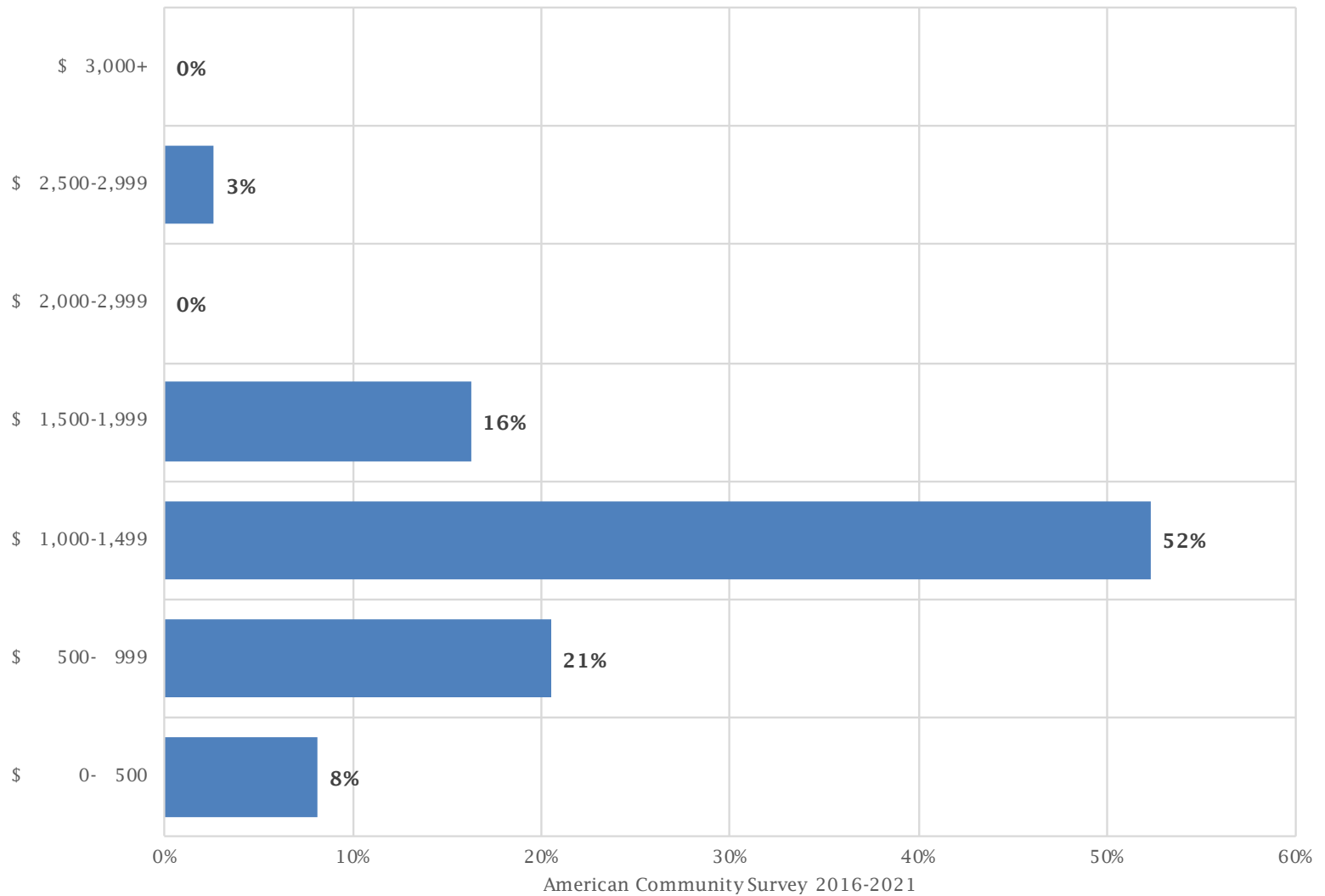
Housing types in Selah



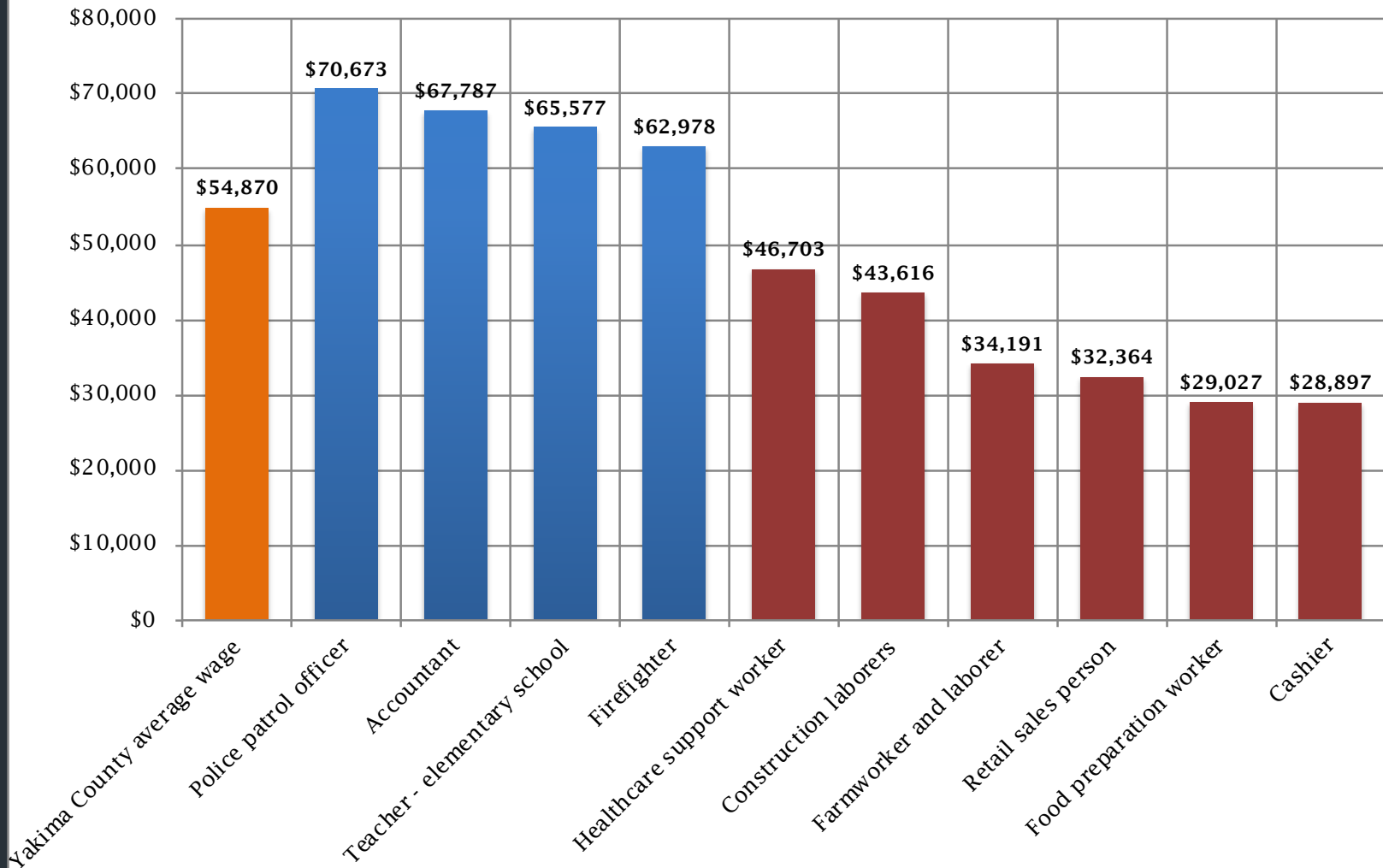
Owner-occupied housing value



Renter-occupied monthly rents in Selah

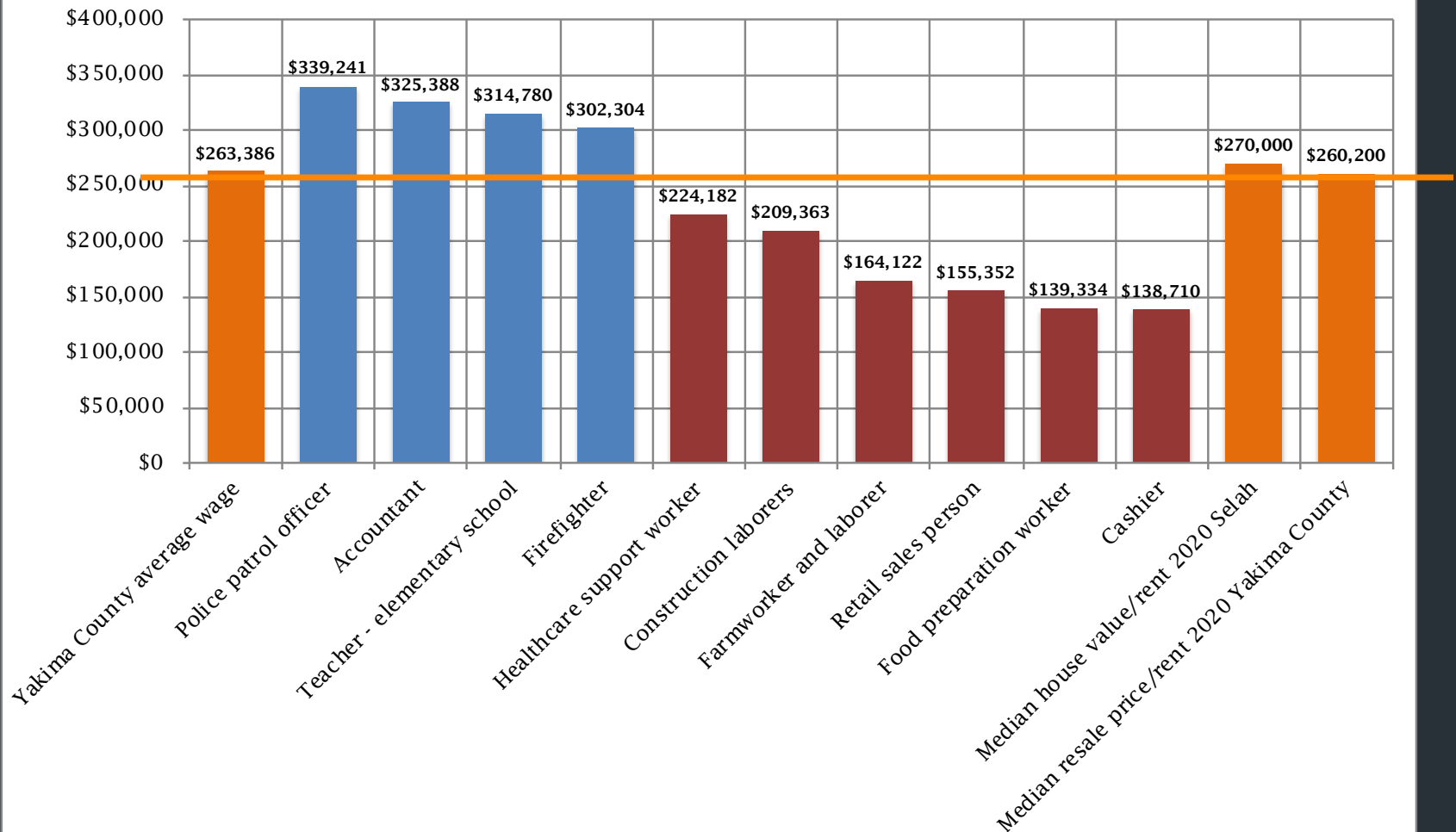


Average wage of critical occupations in 2020



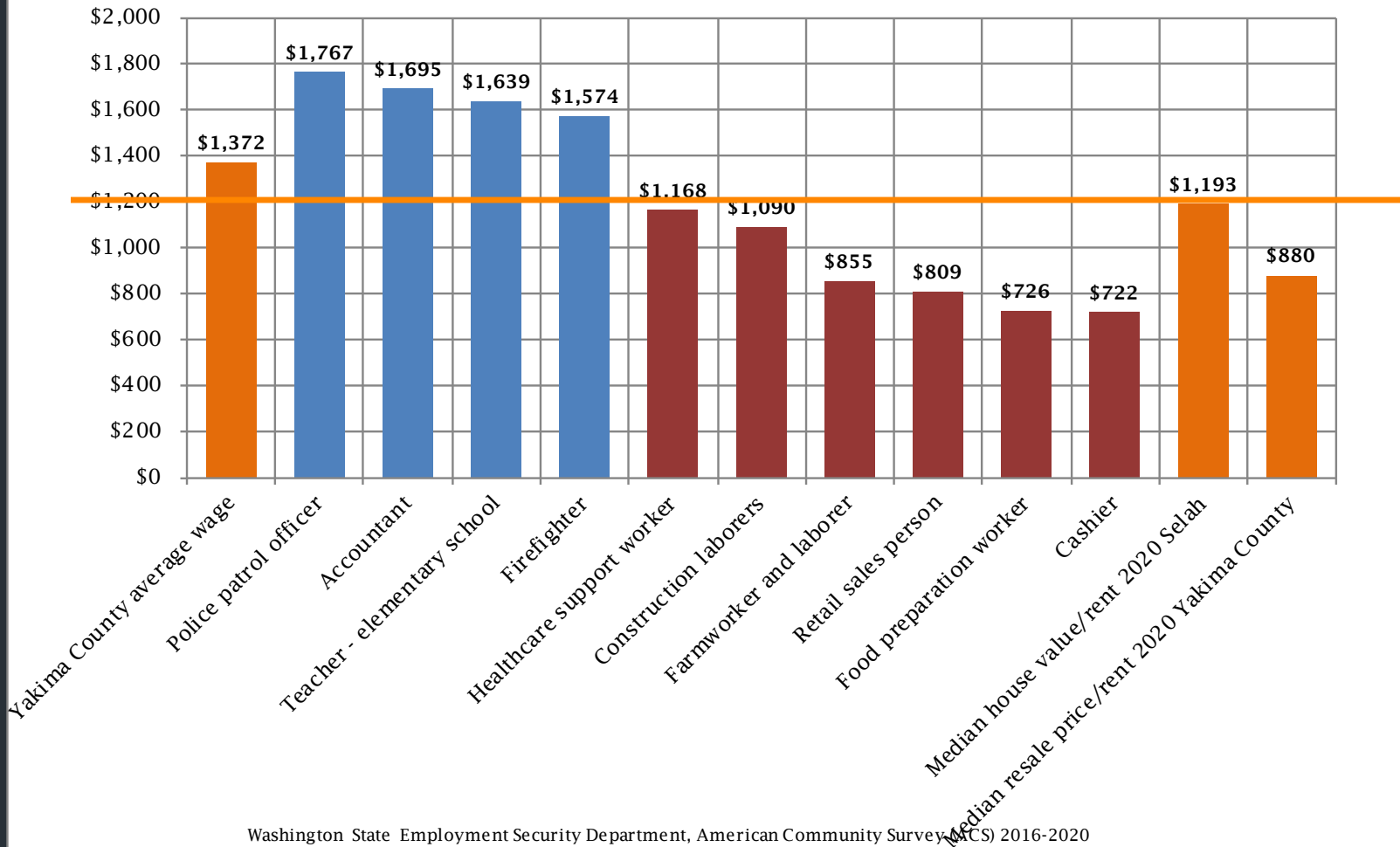
Washington State Employment Security Department 2021

Home purchasing capacity by occupation in 2021

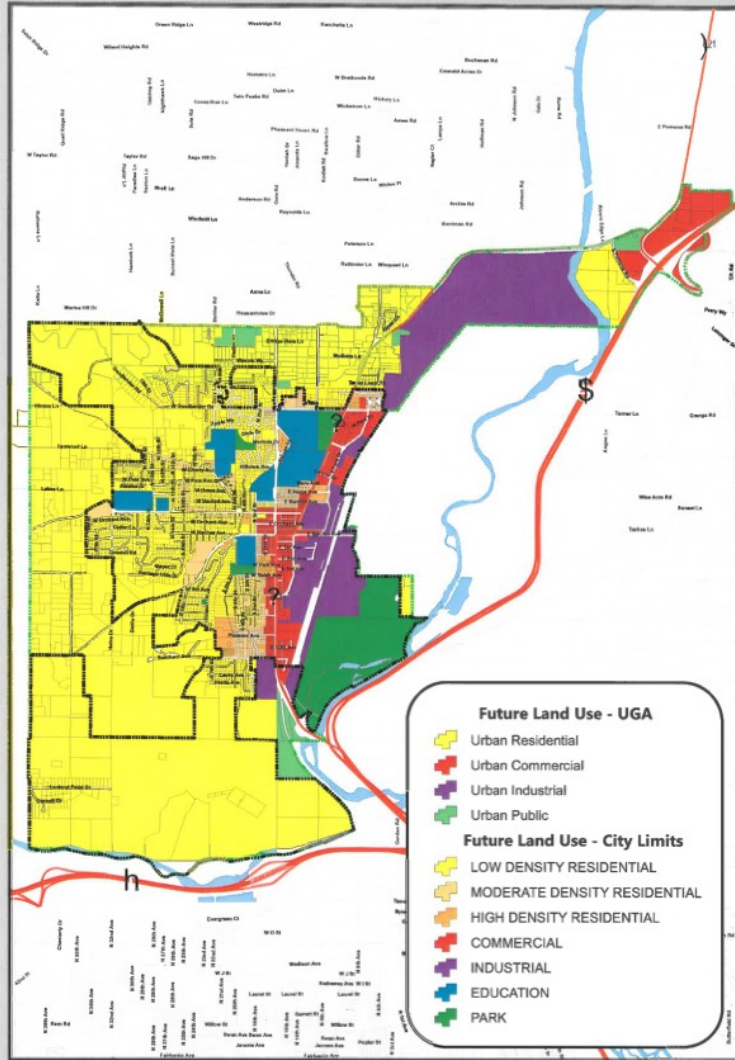


Washington State Employment Security Department, American Community Survey (ACS) 2016-2020

Monthly rental capability by occupation in 2021



City of Selah, WA Future Land Use - 2017



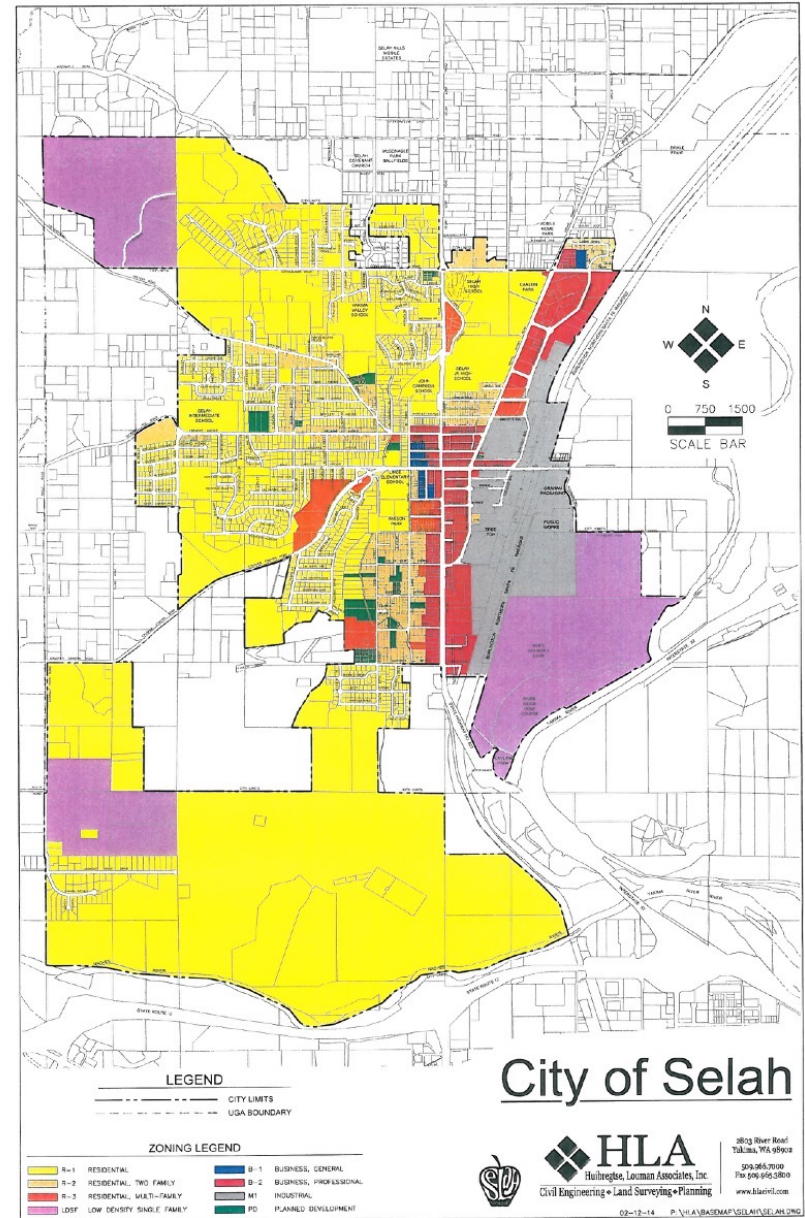
Yakima Valley Conference of Governments
311 North 4th Street SUITE 204
Yakima, WA 98901
March 2017



Selah City Boundary



Selah Urban Growth Area Boundary



City of Selah



HLA
Hultine, Looman Associates, Inc.
Civil Engineering • Land Surveying • Planning

3612 River Road
Yakima, WA 98902
509-265-7000
Fax 509-265-3809
www.hla.com

03-13-14 P:\C\A\B\MAPS\SELAH\ZONING.DWG

Land Use Plan

Zoning Map

Selah zoned land utilization

Selah incorporated area	# parcels	acreage	% of total
Agriculture	4	439.4	17%
Commercial	129	82.0	3%
Industrial	93	164.4	6%
Public	52	371.0	14%
Residential	2,197	719.2	27%
Undeveloped	327	868.2	33%
Total area	2,802	2,644.2	100%

Selah Urban Growth Area (UGA)	# parcels	acreage	% of total
Agriculture	4	59.4	3%
Commercial	9	23.1	1%
Industrial	13	310.1	18%
Public	6	39.8	2%
Residential	436	591.9	35%
Undeveloped	115	673.2	40%
Total area	583	1,697.5	100%

Source: 2016 Yakima County Assessor

Land available for future residential designations

City of Selah	# parcels	acres
Low density residential	345	1,161.3
Moderate density residential	29	26.5
High density residential	7	7.0
Subtotal	381	1,194.8
Unincorporated UGA		
Urban residential	116	666.1
City + UGA		
Total residential potential	497	1,860.9

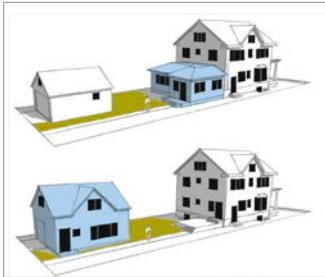
Source: Selah 2010 Comprehensive Plan

Existing zoning ordinance housing allowances

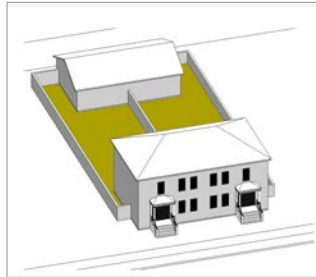
	LDSF	R-1	R-2	R-3
Minimum lot size	10,000 sq ft*	8,000 sq ft*	9,000 sq ft*	9,000 sq ft**
Maximum density	1 du/acre	1 du/acre	5-12 du/acre*	12 du/acre
Maximum lot coverage	35%	35%	80%	80%
Maximum height	35 feet	35 feet	35 feet	unlimited
Front yard setback	20 feet	20 feet	20 feet	20 feet
Side yard setback	<5 feet	<5 feet	<5 feet	<5 feet
Rear yard setback	20 feet	20 feet	20 feet	15 feet

- With water and sewer and under 10% slope
 ** 1,800 sq ft per dwelling unit
 Source: Selah Municipal Code

Accessory Dwelling Unit



Duplex



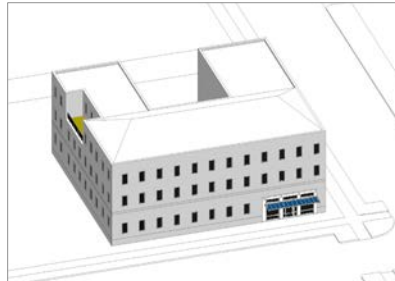
Cottage



Townhouse



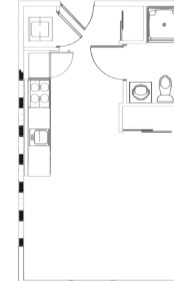
Courtyard Building



Multiplex



Live-Work



SEDU

Missing Middle Housing (MMH) allowed in existing zoning

Existing zoning	LDSF	R-1	R-2	R-3	PD
Accessory Dwelling Unit (ADU)					
Duplex		1	1	1	1*
Triplex			2	1	1*
Fourplex			2	1	1*
Multiplex 0-5 units/acre			2	1	1*
Multiplex 6-11 units/acre			2	1	1*
Multiplex 12+ units/acre			3	1	1*
Cottage, Bungalow Court					
Townhome, Rowhouse			2	1	1*
Courtyard Building			2	1	1*
Live-Work				3	1*
SEDU and EDU			2	1	1*
Mixed-use building				3	1*

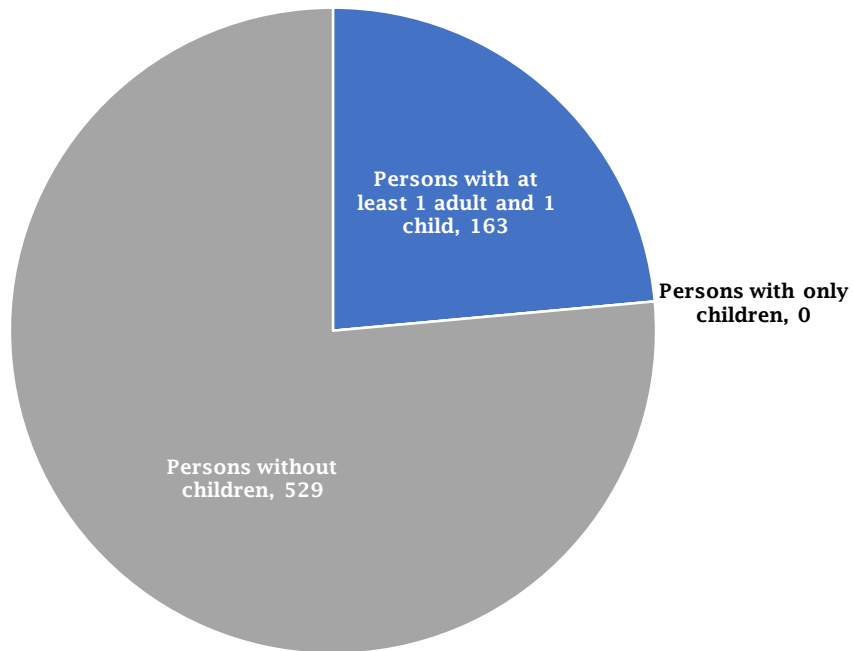
1 – allowed, 2 and 3 – allowed subject to review for conformance with Comprehensive Plan.

1* No more than 40% of development can be two or multifamily development and no more than 40% in the R-2 and R-3 can be single-family.

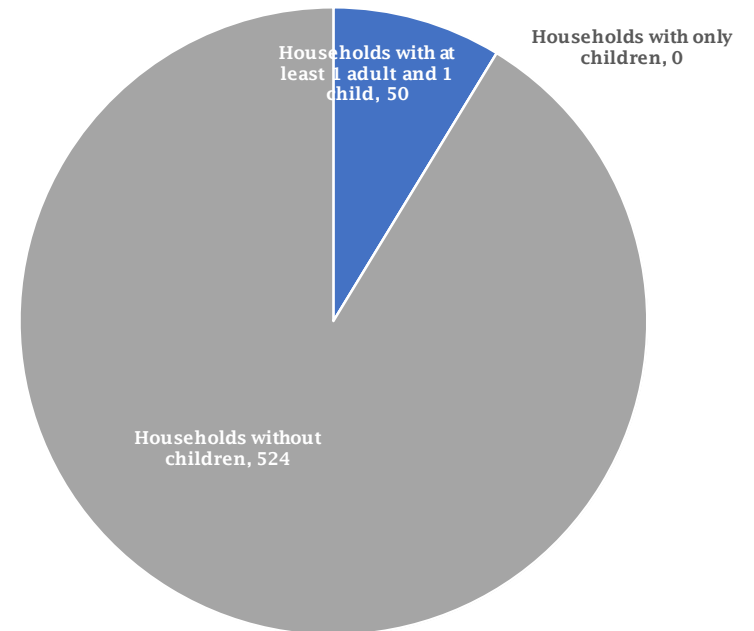
* Allowed under Planned Development (PD) contract zone.

Source: Selah Municipal Code

Yakima County homeless persons 2022



Yakima County homeless households 2022



Selah affordable housing snapshot

Affordable housing snapshot	
Total affordable apartment properties	4
Total low-income apartments	96
Total housing units with rental assistance	96
Percentage of housing units occupied by renters	41.91%
Average renter household size	2.65
Average household size	2.49
Median household income	\$49,415 +/- \$5,013
Median rent	\$886 +/- \$170
Percentage of renters overburdened	47.39%
Total households	2,966
Total population	7,531

Selah affordable housing projects



Brightenwood Apartments

32 Project-Based Rental Assistance (PBRA) 1 bedroom 1 bath of 570 square feet and 2-bedroom 1 bath of 700 square feet apartments located at 201 East Home Avenue.





Selah Square Apartments

39 Project-Based Rental Assistance (PBRA) subsidized for 30%-50% AMI families in 24 one, 10 two, and 5 three-bedroom apartments operated by Yakima Neighborhood Health for mental health services located at 303 North Wenas Road.





Sundown Ranch

3 apartment housing complexes for people with addictions operated by Sundown M Ranch Corporation located at 609 Speyers Road.

Note - Yakima Neighborhood Health Services operates Yakima Valley School for mental treatment issues.





Sundown M Ranch

1 triplex housing unit operated by Sundown M Ranch Corporation for persons with addictions located at 131-135 East Home Avenue.





Sundown M Ranch

7 duplex units (14 housing units) operated by Sundown M Ranch Corporation for persons with addictions located at 139 East Maru Avenue.





Selah Park Village I & II Apartments

24 Subsidized Low Income Housing Tax Credits (LIHTC) and USDA Rural Housing for 2–3-bedroom family and senior citizen apartments operated by Hopesource II Rural Preservation Associates LLLP located at 502 and 554 South 5th Street.



Resident MMH visual preference survey



Housing Types Board 1



Housing Types Board 2



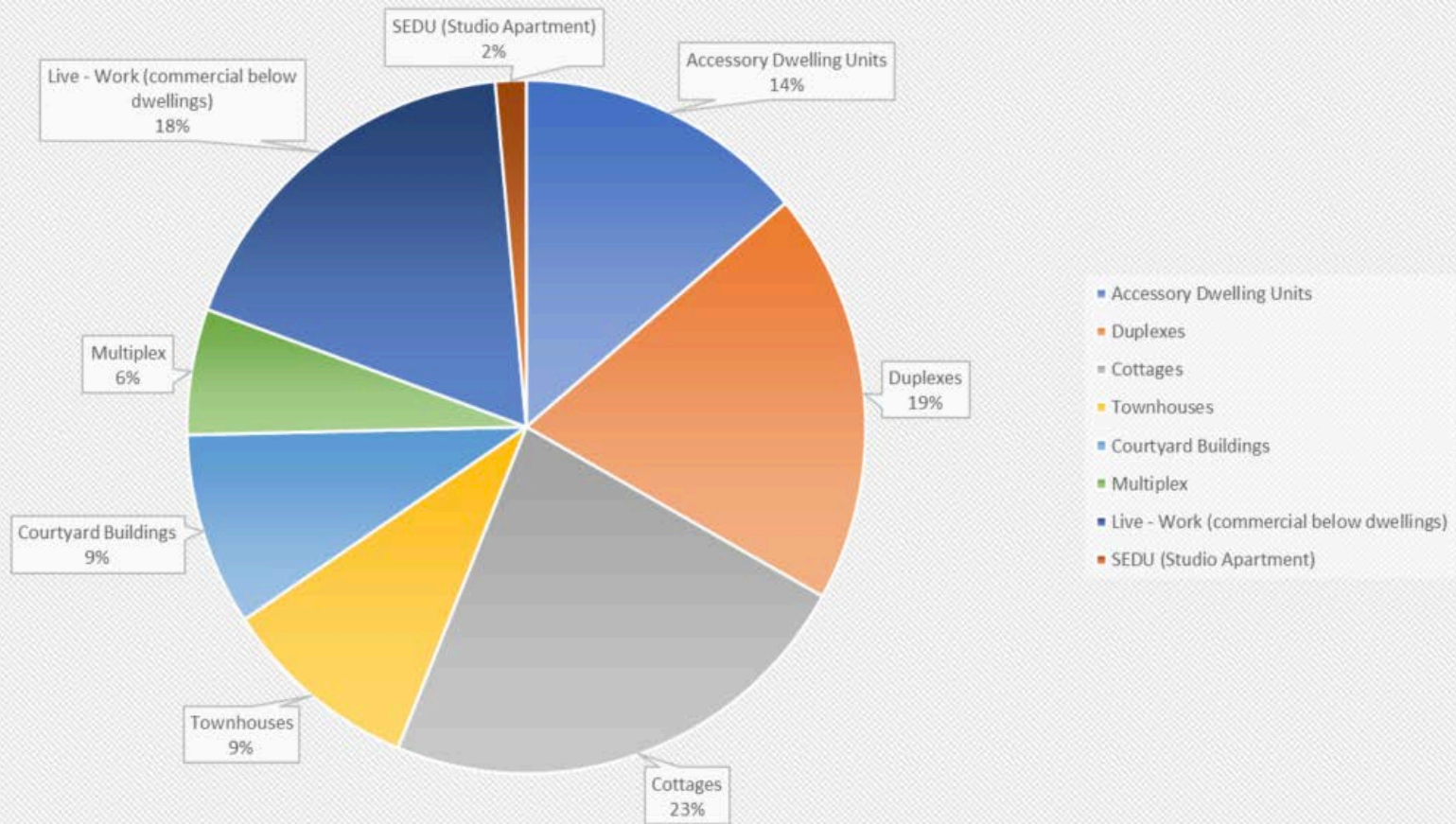
Housing Action Plan Community Days Visual Survey Booth/Tent

Community Festival booth

Housing Style Visual Survey Community Days – Total Results									
Housing Types	Accessory Dwelling Units	Duplexes	Cottages	Townhouses	Courtyard Buildings	Multiplex	Live – Work (commercial below dwellings)	SEDU (Studio Apartment)	Total
Friday Day 1 Results	13	16	17	6	6	3	17	1	79
Housing Types	Accessory Dwelling Units	Duplexes	Cottages	Townhouses	Courtyard Buildings	Multiplex	Live – Work (commercial below dwellings)	SEDU (Studio Apartment)	
Saturday Day 2 Results	53	76	93	39	37	25	69	6	398
Housing Types	Accessory Dwelling Units	Duplexes	Cottages	Townhouses	Courtyard Buildings	Multiplex	Live – Work (commercial below dwellings)	SEDU (Studio Apartment)	
Total for Both Days	66	92	110	45	43	28	86	7	477

Number indicating preference for each MMH type

Housing Style Visual Survey Community Days - Total Results



Housing Style Visual Survey Community Days – Total Results: Studio Apartment – 2%, Accessory Dwelling Units – 14%, Duplexes – 19%, Cottages – 23%, Townhouses – 9%, Courtyard Buildings – 9%, Multiplex – 6%, and Live – Work (commercial below dwellings) – 18%

Resident household survey – 819 responses

Public opinion was solicited from a variety of methods including workshops, open houses, and an online survey during the housing action planning process. Following is a summary of major findings.

Resident household survey

The Selah Planning Department conducted an on-line survey in English and Spanish of city residents concerning housing needs, trends, policy and project proposals, and financing options. The survey was publicized on the city website, at community events, and through the city's email list.

819 respondent household or 25% of all households completed the survey. The survey is accurate within +/-4% of the opinions of the households who choose to respond or participate and are not necessarily typical of the population at large but based on experience would likely participate in a voter referendum.

Survey respondent characteristics

Respondents were asked **how many years they have lived in Selah or elsewhere in Yakima County.**

Answered: 815 Skipped: 4

	0-1	2-5	6-10	11-15	16-20	21+
Selah Town	3%	12%	17%	9%	25%	34%
Yakima County	10%	9%	13%	9%	25%	33%

Resident respondents were asked **where they worked.**

Answered: 813 Skipped: 6

Retired	6%	Yakima	31%
In-home	7%	Other Yakima County	19%
Selah	35%	Other area	2%

Resident respondents were asked **how they get to work.**

Answered: 795 Skipped: 24

Walk	Bike	Car	Carpool	Transit
10%	15%	45%	16%	14%

Resident respondents were asked **their education level.**

Answered: 815 Skipped: 4

Grade school	High school	Technical school	Some college	Bachelor's degree	Graduate degree
1%	3%	19%	29%	29%	18%

Resident respondents were asked **what age group they were in.**

Answered: 815 Skipped: 4

19-24	25-34	35-44	45-54	55-64	65+
2%	33%	32%	22%	5%	6%

Resident respondents were asked **their marital status.**

Answered: 808 Skipped: 11

Single	Co-habitat	Married
14%	10%	77%

Resident respondents were asked **the number of adults over age 18 and children under age 18 in their household.**

Answered: 816 Skipped: 3

	0	1	2	3	4	5+
Adults	5%	8%	34%	24%	18%	11%
Children	18%	58%	12%	7%	3%	2%

Resident respondents were asked **their gender.**

Answered: 804 Skipped: 15

Male	Female	Other
50%	49%	1%

Resident respondents were asked **their annual income range (in thousands)**.

Answered: 796 Skipped: 23

	\$21-30	\$31-40	\$41-50	\$51-75	\$76-100	\$100+
	2%	3%	18%	23%	20%	21%
						12%

Survey respondents - were self-selected rather than randomly recruited and were generally longtime residents of Selah and Yakima County, worked in Selah or Yakima, commuted by car, with some or more college degrees, age 25-44, married, with 2 adults and 1 child households, evenly split with male and female respondents, of \$41,000-\$100,00 income ranges.

Housing characteristics

Resident respondents were asked **their current residence**.

Answered: 809 Skipped: 10

Own							Rent	
Mobile	House	Townhouse	Condo	House	Apt	Room		
43%	24%		5%	12%	8%	6%		2%

Resident respondents were asked **how much they pay for rent or mortgage each month**.

Answered: 814 Skipped: 5

	\$0	\$1-499	\$500-999	\$1,000-1,499	\$1,500-1,999	\$2,000-2,499	\$2,500+
	7%	5%	12%	16%	11%	4%	45%

Note: \$0 - own home.

Resident respondents were asked **what percent of their monthly income they currently pay for rent or mortgage**.

Answered: 810 Skipped: 9

0%	10%	15%	20%	25%	30%	35%	40%	45%	50%+
6%	5%	9%	12%	8%	8%	45%	4%	1%	2%

Note: 0% - own home.

Resident respondents were asked **if they would like to rent or own**.

Answered: 811 Skipped: 8

Rent	Own
27%	73%

Generalized findings - survey respondents owned mobile, modular, or single-family houses, paid \$2,500 or more per month for rent or mortgage, 35% or more of monthly income for housing, and preferred to own.

Housing preferences

Resident respondents were asked **how they rated their current housing situation on a scale of poor to best (1 to 5 totaled and averaged) satisfaction**. Following is the rank order response where the scores were totaled and divided by the number of responses.

Answered: 819 Skipped: 0

	Weight
Overall satisfaction with housing choice	3.74
Cost of rent/mortgage payments	2.37
Cost of utilities, property taxes	3.06
Location in the neighborhood or community	4.24
Commuting distance to work or school	4.26
Number of bedrooms, bathrooms	3.37
Features - kitchen, family room, fireplace, etc.	2.53
Amenities - parks, playgrounds	2.50
Services - school, fire, police, transit	3.35

Note - Weight is average where the lowest is given a 1 score and highest is given a 5 score and the numbers in each rating are divided by the total number of respondents.

Resident respondents were asked **how they rated the existing housing market in Selah.**

Answered: 817 Skipped: 2

	Weight
Current housing type and design	3.89
Neighborhood selection - quality and location	3.18
Rental housing availability	2.60
Rental housing characteristics	3.91
Rental rent cost	2.60
Owner housing availability	2.64
Owner housing characteristics	3.55
Owner housing prices	3.80

Resident respondents were asked **what type of Missing Middle Housing (MMH) they would not consider in Selah, allow in select neighborhoods, allowing town wide, consider living in.**

Answered: 816 Skipped: 3

	Don't include	Select areas	City wide	Live in
Accessory dwelling unit (ADU)	21%	36%	26%	18%
Duplex	18%	32%	32%	18%
Cottage	16%	34%	30%	20%
Townhouse	20%	31%	31%	18%
Courtyard building	21%	32%	29%	17%
Multiplex	25%	29%	29%	17%
Live/Work	20%	35%	28%	17%
Small Efficiency Dwelling Unit (SEDU - studio)	20%	30%	33%	16%

Resident respondents were asked that **assuming they could not afford all their preferences, what priority they would place on the following housing characteristics.**

Answered: 814 Skipped: 5

	Weight
Type housing unit - single-family, townhouse, condo, mixed-use	2.77
Type of housing development - co-housing, 55+ adult	3.49

retirement, extended care	
House floor plan - number of floors	3.54
Number bedrooms	4.11
Number bathrooms	3.15
Laundry within unit	2.91
Type of parking - on-street, lot, garage	3.71
Number of parking spaces	2.79
Access to transit stop	3.30

Resident respondents were asked that **to what extent they disagree or agree with the following statements concerning housing conditions in Selah.**

Answered: 816 Skipped: 3

	Weight
<u>In-migrating households</u> - move to Selah with cash from high market housing sales and buy available houses in Selah at high prices driving up the price of houses that remain for residents.	2.37
<u>Older or retired adults</u> - move to Selah to live full-time and buy available houses at higher prices driving up the price of houses that remain for residents.	2.27
<u>Public workers</u> - teachers, police officers, firefighters, and other critical public service workers cannot pay rising housing costs and are not accepting job offers affecting Selah's economic development.	2.74
<u>Service workers</u> - in retail, health, and other services cannot afford rising housing costs and are not accepting jobs affecting Selah's economic development.	3.60
<u>Young adults</u> - are increasingly unable to rent or buy an affordable living unit that is manageable with local entry level job incomes.	2.56
<u>Single-headed families, especially female</u> - are unable to rent or buy an affordable living unit and pay for daycare, health costs, and other family expenses.	4.22
<u>Elderly adults, including single individuals</u> - are increasingly unable to find affordable housing that fits	3.35

their changing lifestyle needs and as a consequence continue to live in and keep older lower priced housing units out of the market.

Special populations including the mental ill, victims of domestic abuse, and the temporary homeless - are unable to be economically housed to the extend current sponsors are unable to develop and operate necessary housing.

My available housing choice - as a result of the above as well as other market factors, is not what I really need or want.

3.65

3.52

Generalized findings:

▪ Respondents were most satisfied with commuting distance to work, neighborhood location, and housing choice; gave highest ratings to Selah housing market rental housing characteristics, housing type and design, and owner housing prices; significant percentage would not approve MMH in city while comparable percent would live in MMH types; if respondents could not afford housing their highest priority is number of bedrooms and bathrooms, and number parking stalls; respondents agree female single headed families are the most adversely impacted by current housing market and older or retired and in-migrating households the least impacting.

Housing policy priorities

Resident respondents were asked **what priority they would place on the following possible policies as a means of creating affordable housing in Selah.**

Answered: 816 Skipped: 3

Weight

Exempt property taxes - for multifamily projects that include affordable housing components within designated areas of Selah for up to 8, 12, or 20 years in accordance with Washington State affordable housing policies and legislation.

2.92

Waive or reduce taxes - water, sewer connection fees for infill affordable housing developments.

3.43

Encourage innovative housing products - possibly including single room occupancy (SRO) units, small efficiency dwelling units (SEDU), cottage housing, cluster housing, live/work, and mixed-use structures in appropriate areas of Selah all with universal design (UD) features.

2.73

Encourage innovative housing construction methods - possibly including pre-manufactured, modular, and container methods.

3.00

Adopt low impact, smart, and green development guidelines - for solar energy, passive heating, increased insulation, energy efficient appliances, stormwater treatment, pervious pavement, recycled materials, and other innovations that may increase initial construction costs but reduce long-term operating and utility costs.

2.28

Allow innovative land ownership options - including land trusts where a nonprofit organization owns and leases the land at a low lease rate to a qualified affordable household who buys the house and agrees that when they eventually sell the house it will be at a reduced cost to allow purchase by another qualified affordable household.

3.07

Adopt non-cash housing incentives - possibly allowing additional height, reduced parking ratios, or increased lot coverage for housing projects that provide a minimum number of affordable housing units.

2.14

Adopt cash-offset housing incentives - possibly including reduced building permit fees, utility connection charges, parks and traffic impact fees for housing projects that provide a minimum number of affordable housing units.

2.63

Initiate a housing renovation loan program - where the eligible house is rehabilitated, and the loan is

4.00

deferred for payment until the house is sold.	
<u>Voter-approve a 7-year special property tax levy</u> - to provide funds to finance the development of a mixed-use, mixed-income demonstration project for innovative housing products and methods in the city.	2.06
<u>Establish an affordable housing coalition</u> - of public, nonprofit, and for-profit representatives to monitor housing conditions in Selah and advise public officials on action that can be take over time to resolve quality and affordably concerns.	2.28

Policy implications

- Respondents gave the highest priority to initiation of a housing renovation loan program and the least priority to a 7-year property tax levy, use of non-cash incentives, an affordable housing coalition, and adoption of low impact development guidelines.

Detailed comments were given by 196 or 24% of the respondents and are provided in the appendices.

Answered: 196 Skipped: 623

Resident respondents were asked **if they would like to be included in a lottery drawing.**

Answered: 748 Skipped: 71

OFM Housing Needs Assessment

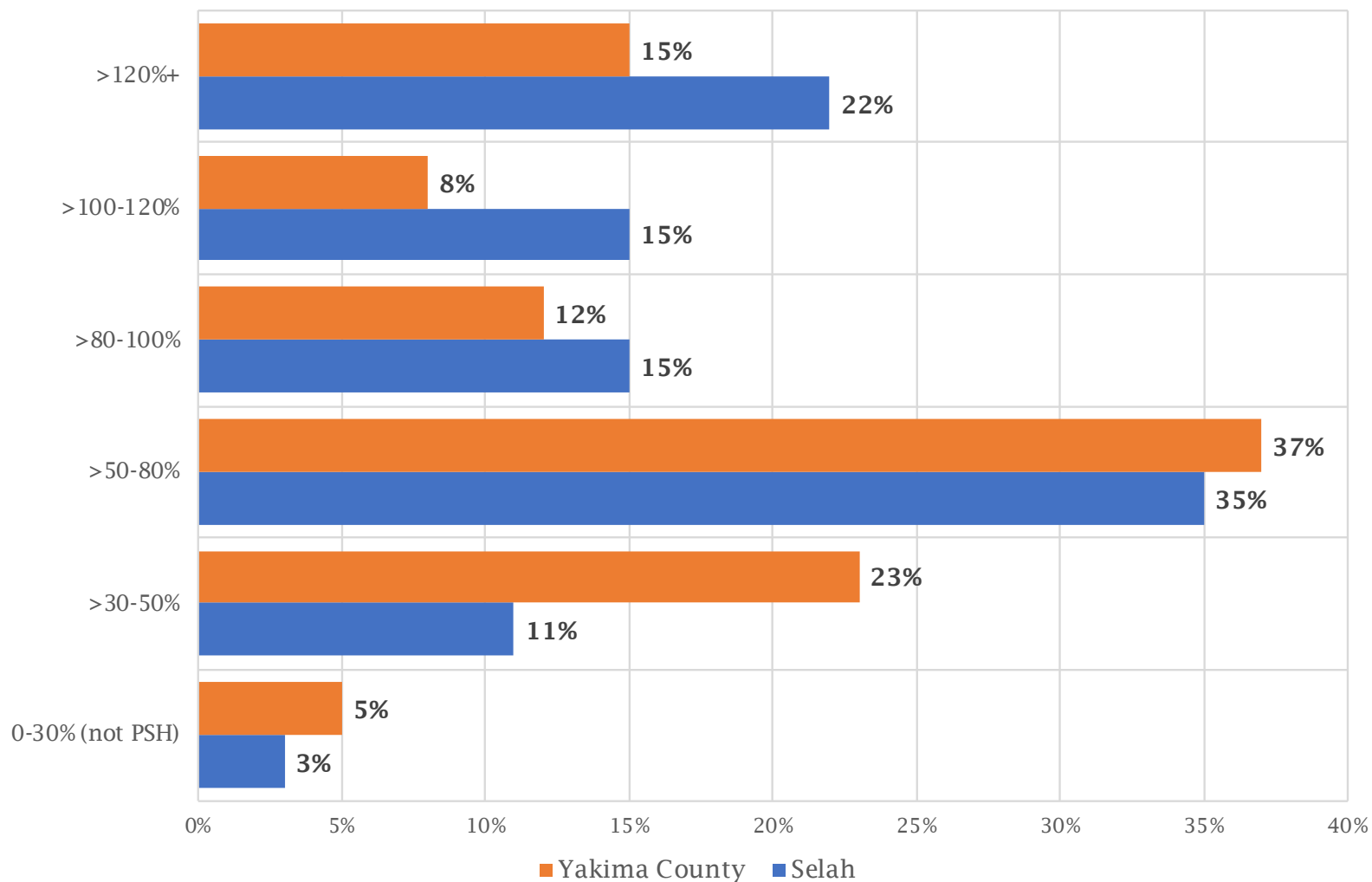
In 2021, the Washington Legislature changed the way communities are required to plan for housing. House Bill 1220 (HB 1220) amended the Growth Management Act (GMA) to instruct local governments to “plan for and accommodate housing affordable to all economic segments of the population of the state.”

It also includes new requirements for comprehensive plan housing elements. These requirements include an inventory and analysis of existing and projected housing needs, including “units for moderate, low, very low, and extremely low-income households” as well as “emergency housing, emergency shelters, and permanent supportive housing.”

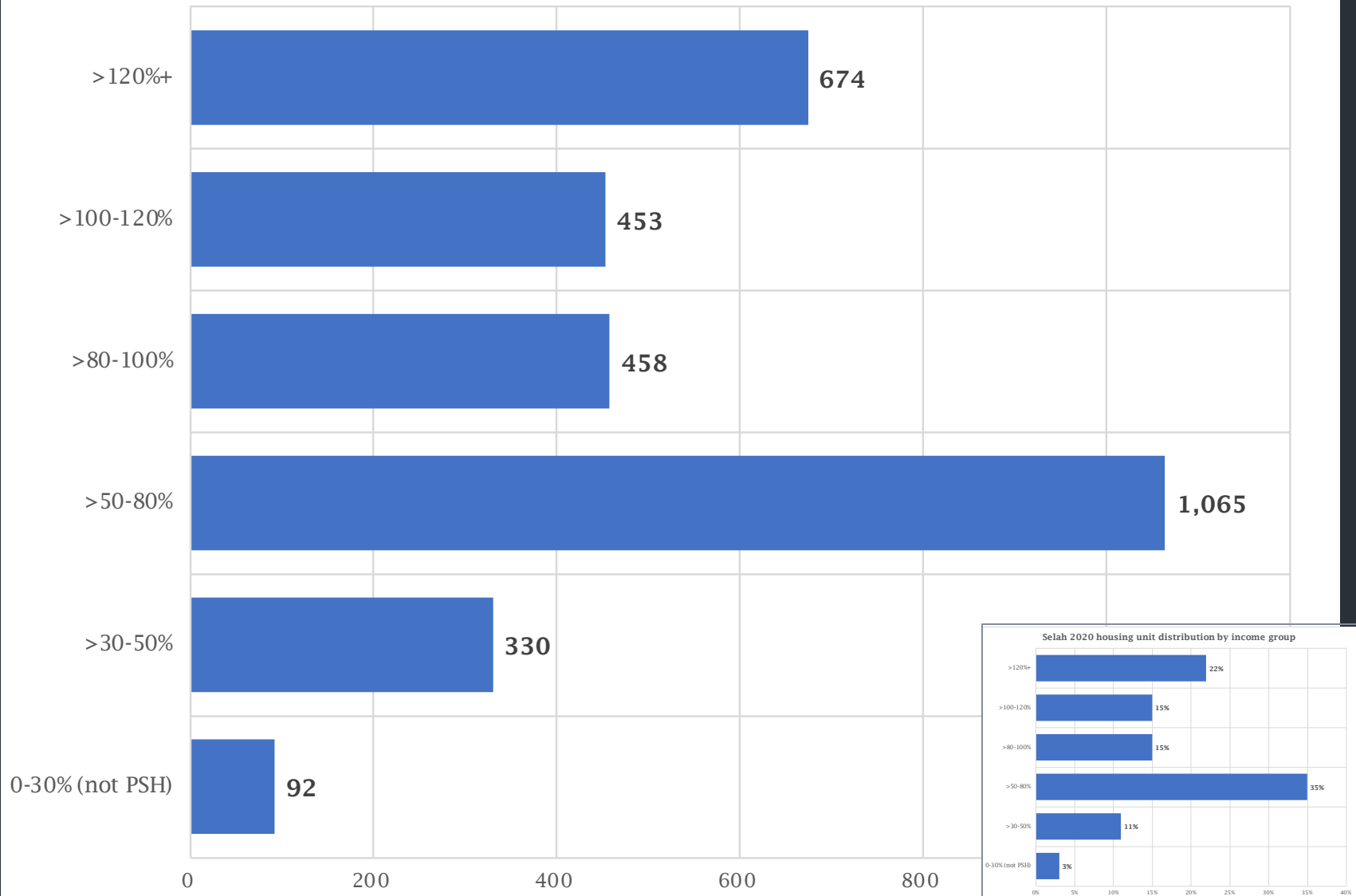
Income segment	% of Area Median Income (AMI)
Extremely low-income (Selah Square Apts)	0-30% of AMI
Very low-income (Brightenwood Apts)	>30-50% of AMI
Low-income (Selah Park Village & Apts)	>50-80% of AMI
Moderate income	>80-120% of AMI

Special housing type	Definition
Permanent Supportive Housing (PSH) Selah Square Apartments (Mental Illness) Sundown Ranch & M Ranch (Addictions)	<p>Subsidized, leased housing with no limit on length of stay that prioritizes people who need comprehensive support services to retain tenancy and utilizes admissions practices designed to use lower barriers to entry than would be typical for other subsidized or unsubsidized rental housing, especially related to rental history, criminal history, and personal behaviors. Permanent supportive housing is paired with on-site or off-site voluntary services designed to support a person living with a complex and disabling behavioral health or physical health condition who was experiencing homelessness or was at imminent risk of homelessness prior to moving into housing to retain their housing and be a successful tenant in a housing arrangement, improve the resident's health status, and connect the resident of the housing with community-based health care, treatment or employment services.</p>
Emergency Housing	<p>Temporary indoor accommodations for individuals or families who are homeless or at imminent risk of becoming homeless that is intended to address the basic health, food, clothing and personal hygiene needs of individuals or families. Emergency housing may or may not require occupants to enter into a lease or an occupancy agreement.</p>
Emergency Shelters	<p>A facility that provides a temporary shelter for individuals or families who are currently homeless. Emergency shelter may not require occupants to enter into a lease or an occupancy agreement. Emergency shelter facilities may include day and warming centers that do not provide overnight accommodations.</p>

Selah, Yakima County 2020 housing distribution by income group



Selah 2020 housing unit distribution by income group



Methodology	Definition
Method A – Accommodating needs through new production only	<ul style="list-style-type: none"> • All countywide housing needs are accommodated through new housing production. • The total new units allocated to each jurisdiction is limited to their target share of countywide growth. • All jurisdictions are allocated the same percentage shares of their net new housing growth target by income level, including units for moderate, low, very low and extremely low-income households. • Countywide PSH and emergency housing needs are allocated in proportion to the jurisdiction's target share of countywide growth.
Method B – Fair share allocation	<ul style="list-style-type: none"> • All jurisdictions are collectively responsible for addressing countywide housing needs. Therefore, by the end of the planning period, each jurisdiction should be planning to provide the same percentage share of their <i>total</i> housing supply at each income level as needed countywide. • Allocations of need by income level are based on the estimated 2020 housing supply by affordability level. Jurisdictions that provide less affordable housing in 2020 are allocated a greater share of affordable housing needs. • Allocations of special housing needs are proportional to each jurisdiction's share of 2020 population. • Allocations do not assume that all net new countywide housing needs will be met through new housing production. Instead, some jurisdictions would need to look at other strategies such as vouchers or purchase of existing housing to make it affordable to lower-income households.

Yakima County 2045

Affordability Level (% of AMI)	Permanent housing supply 2020	2020 distribution	2045 future housing needed	Net new housing needed 2020-2045
0-30%				
0-30% (not PSH)	4,351	5%	7,971	3,620
PSH	228		4,419	4,191
>30-50%	20,264	23%	25,299	5,035
>50-80%	33,325	37%	35,681	2,356
>80-100%	10,917	12%	12,312	1,395
>100-120%	7,070	8%	7,983	913
>120%+	13,270	15%	17,317	4,047
Total	89,425	100%	110,982	21,557
Emergency housing needs temporary	572		1,896	1,324

Selah 2045 Method A - new housing only

3.0%

Affordability Level (% of AMI)	Permanent housing supply 2020	2020 distribution	2045 future housing needed = 3,849-3072=777 units* allocated by Selah %	2045 future housing needed = 3,849-3072=777 units* allocated by County %
0-30%				
0-30% (not PSH)	92	3%	23	39
PSH				
>30-50%	330	11%	85	179
>50-80%	1,065	35%	272	287
>80-100%	458	15%	117	93
>100-120%	453	15%	117	62
>120%+	674	22%	171	117
Total	3,072	101%	785	777
Emergency housing needs temporary	0		40	40

* 9,468 2045 population projection divided by 2.46 persons/household in 2020. Allocation by income level based on Yakima County distribution.

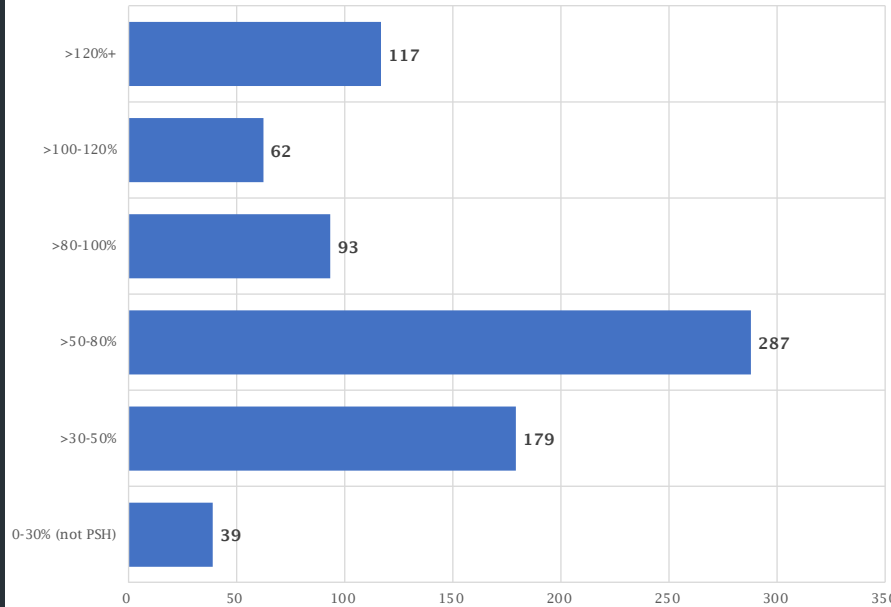
Selah 2045 Method B - all County housing allocation

% county households

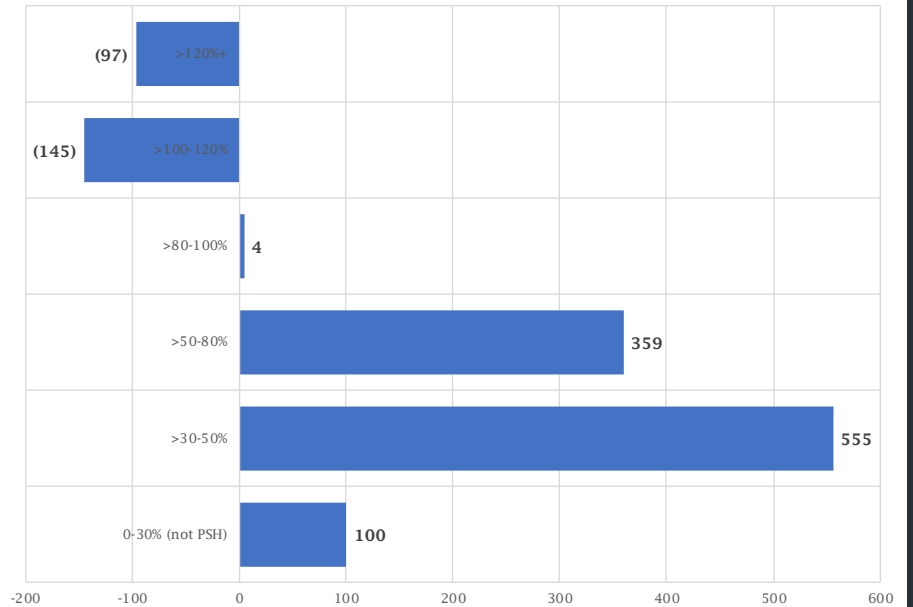
3.0%

Affordability Level (% of AMI)	Yakima County baseline units 2020	Yakima County net new housing need 2020-2045	Yakima County total housing need in 2045	Yakima County percent of total housing need in 2045	Selah - total housing needs 2045 allocated by County %	Selah baseline units 2020	Selah net new units needed 2020-2045
0-30%							
0-30% (not PSH)	4,351	3,620	7,971	7%	192	92	100
PSH	228	4,191	4,419	4%			
>30-50%	20,264	5,035	25,299	23%	885	330	555
>50-80%	33,325	2,356	35,681	32%	1,424	1,065	359
>80-100%	10,917	1,395	12,312	11%	462	458	4
>100-120%	7,070	913	7,983	7%	308	453	(145)
>120%+	13,270	4,047	17,317	16%	577	674	(97)
Total	89,425	21,557	110,982	100%	3,849	3,072	777
Emergency housing							40

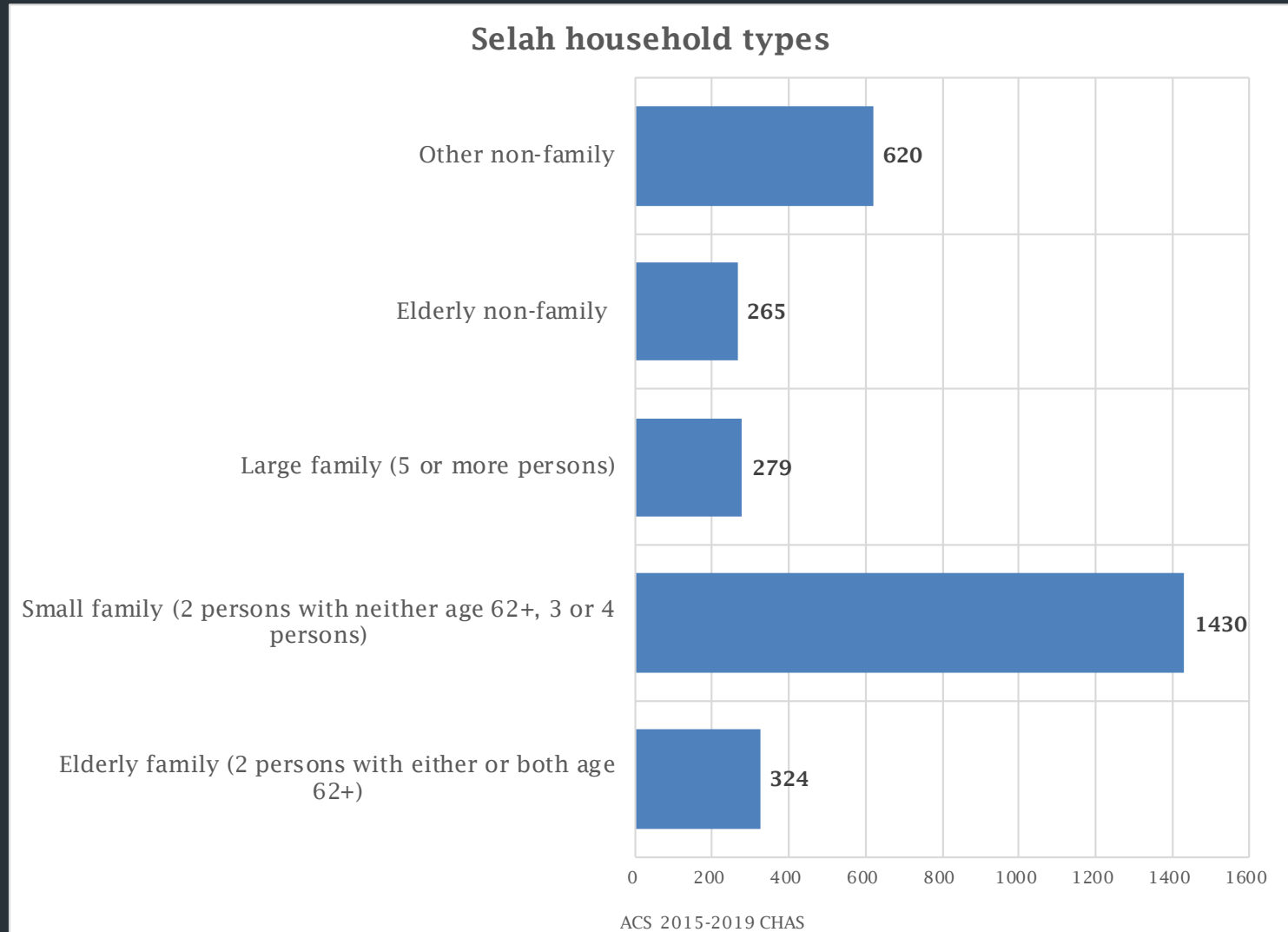
Selah 2045 net housing need method A - new housing



Selah 2045 net new housing need method B county allocation

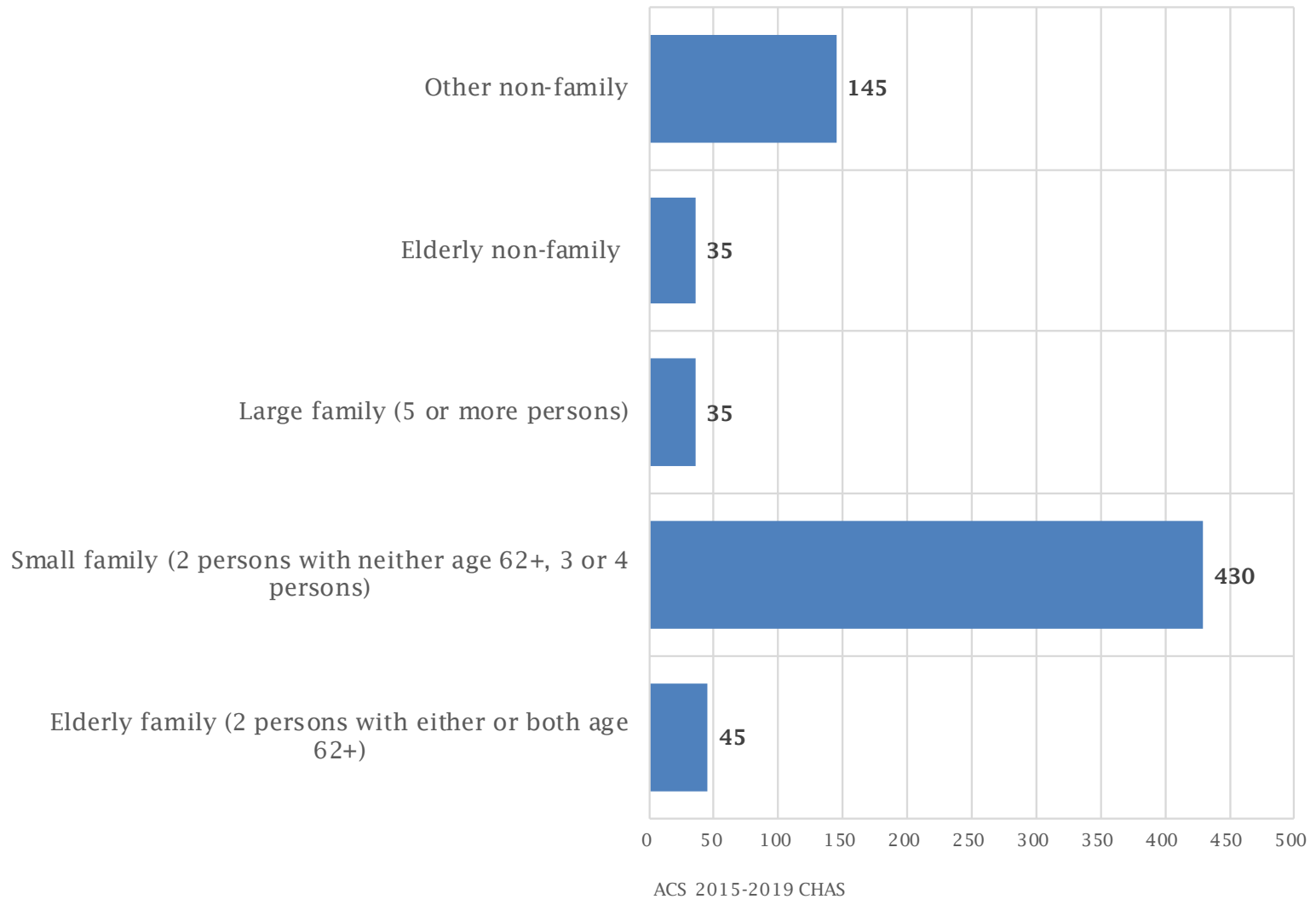


Selah household types

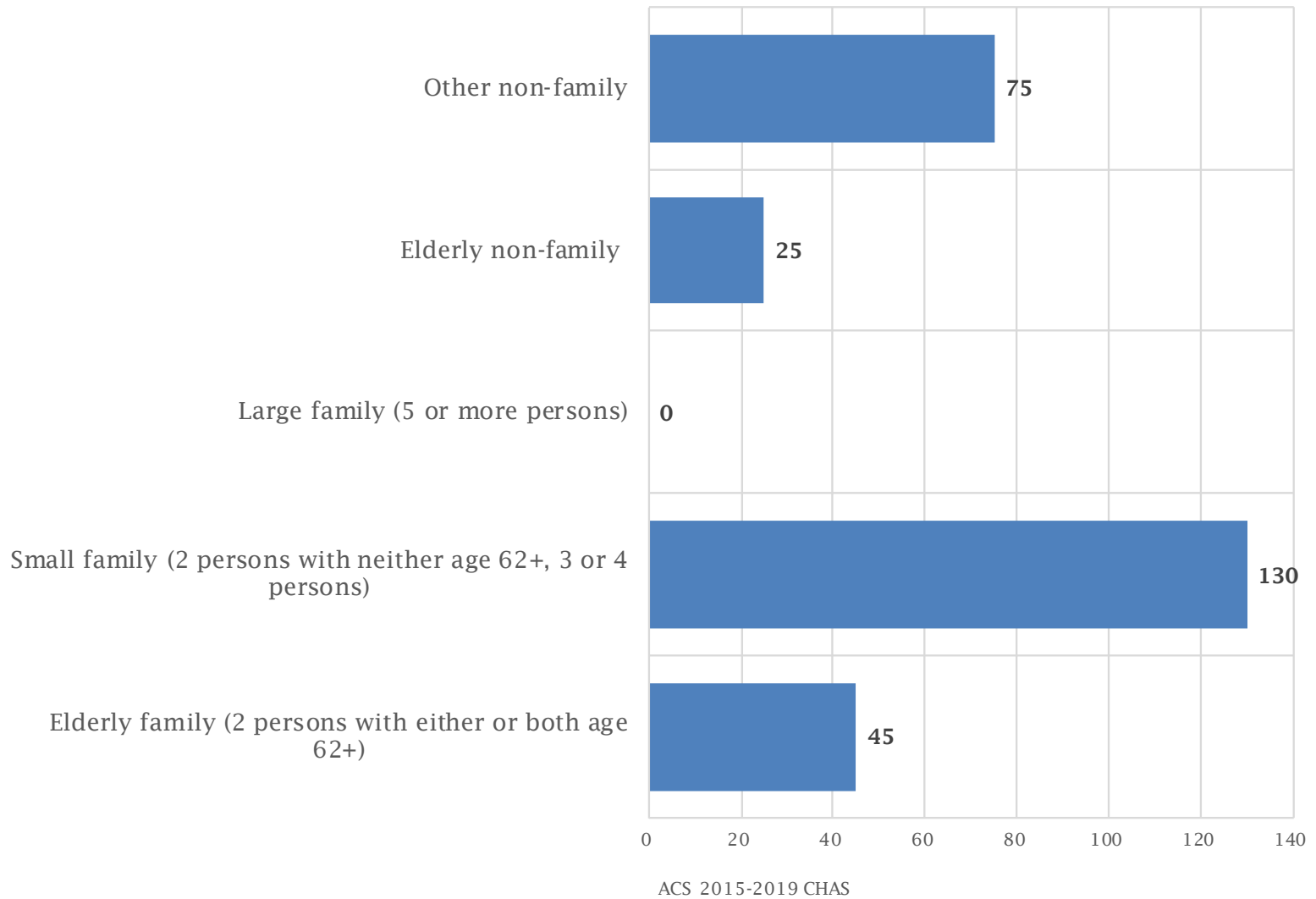


US Housing & Urban Development (HUD) Comprehensive Housing Affordability Statistics (CHAS)

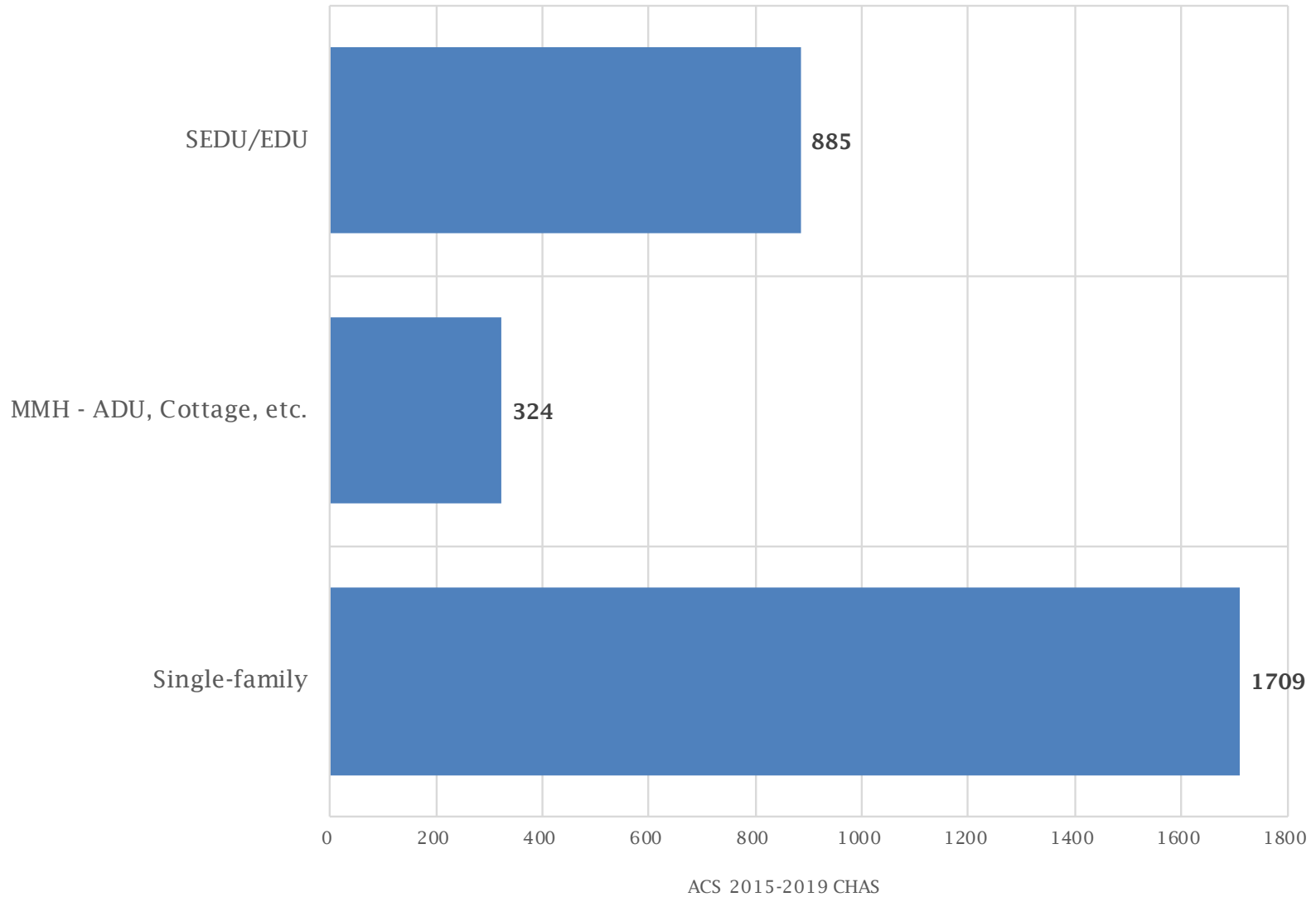
Selah households 30-80% HAMFI paying 30-50%



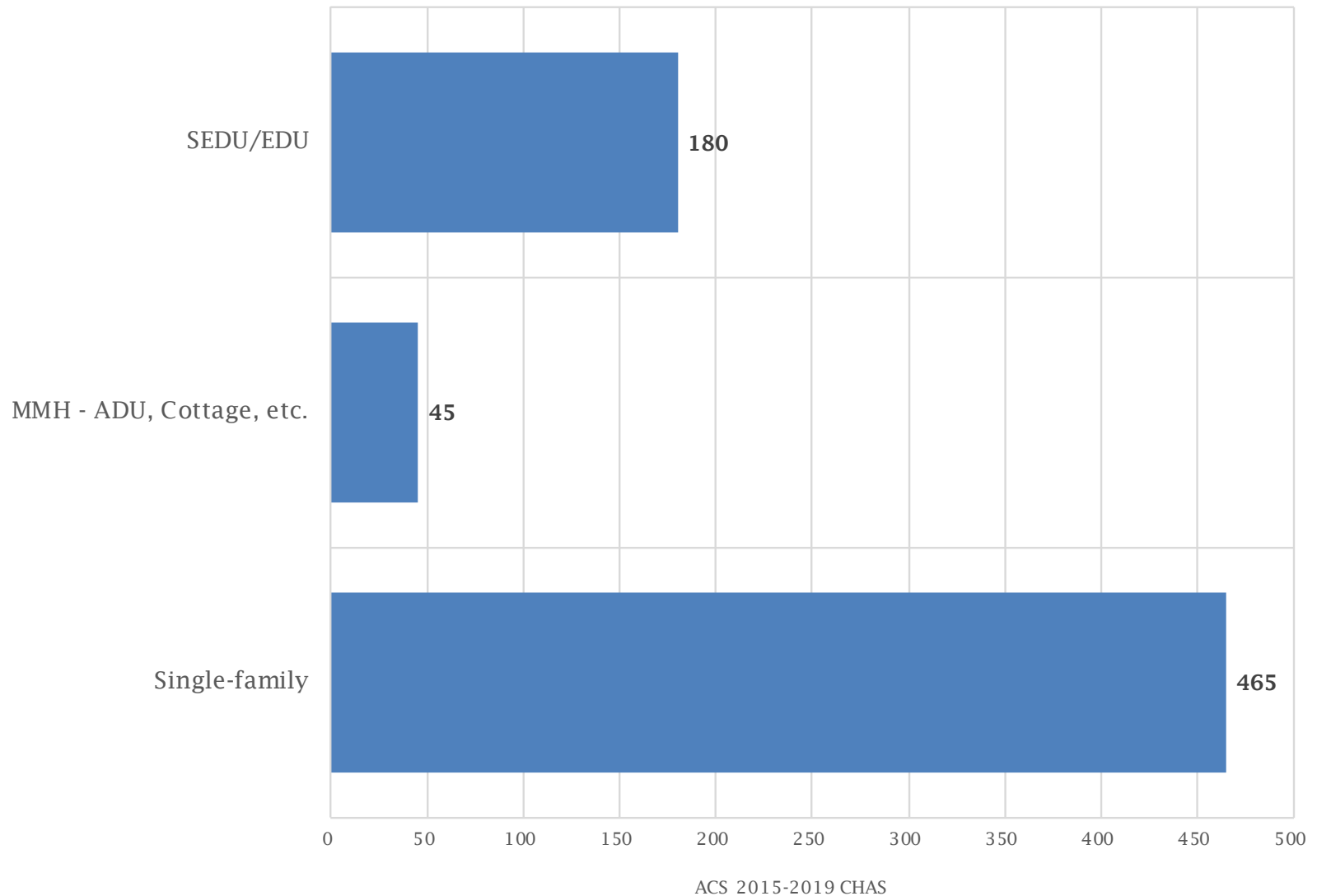
Selah households 30-80% HAMFI paying more than 50%



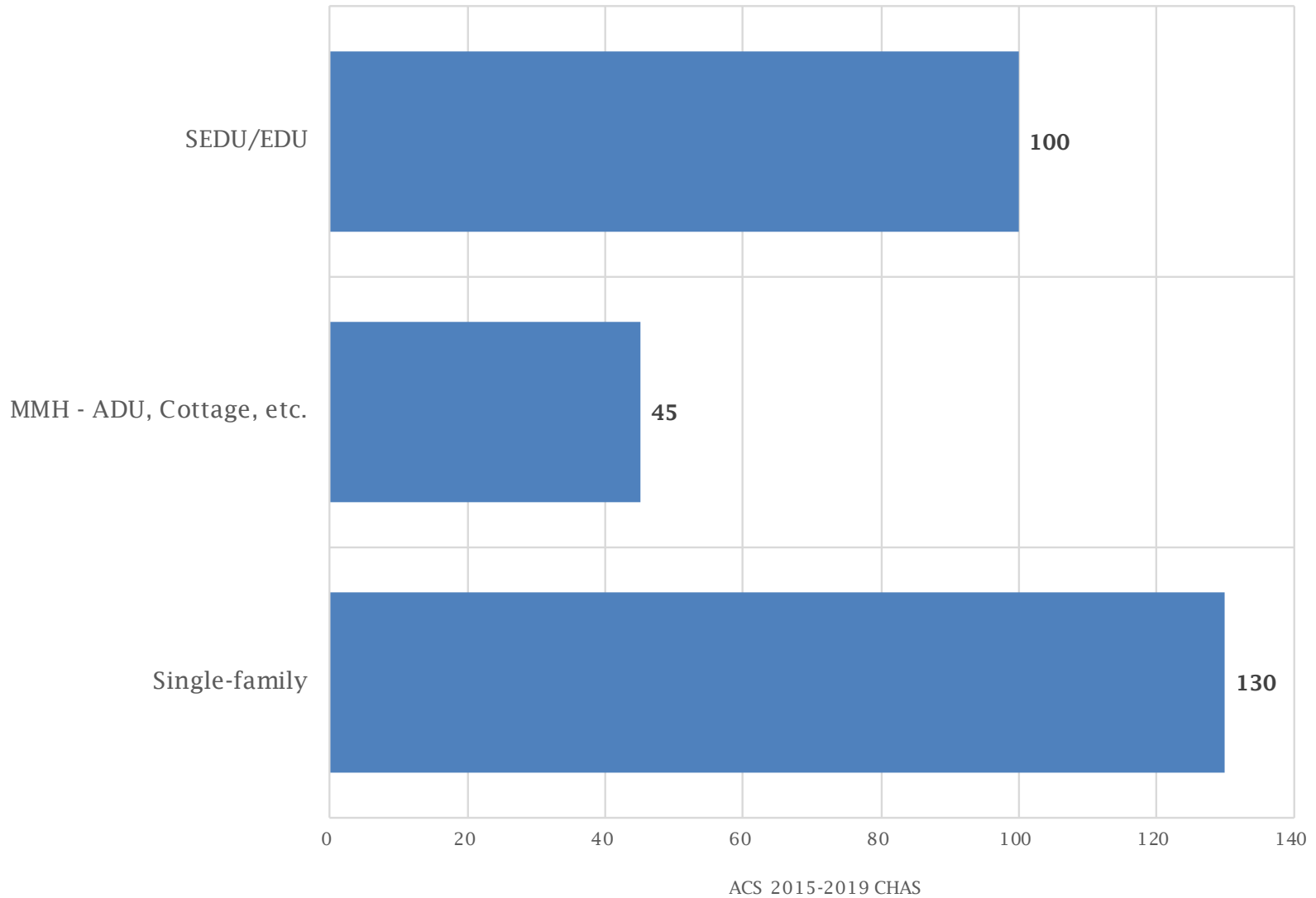
Selah requirements all households by house types



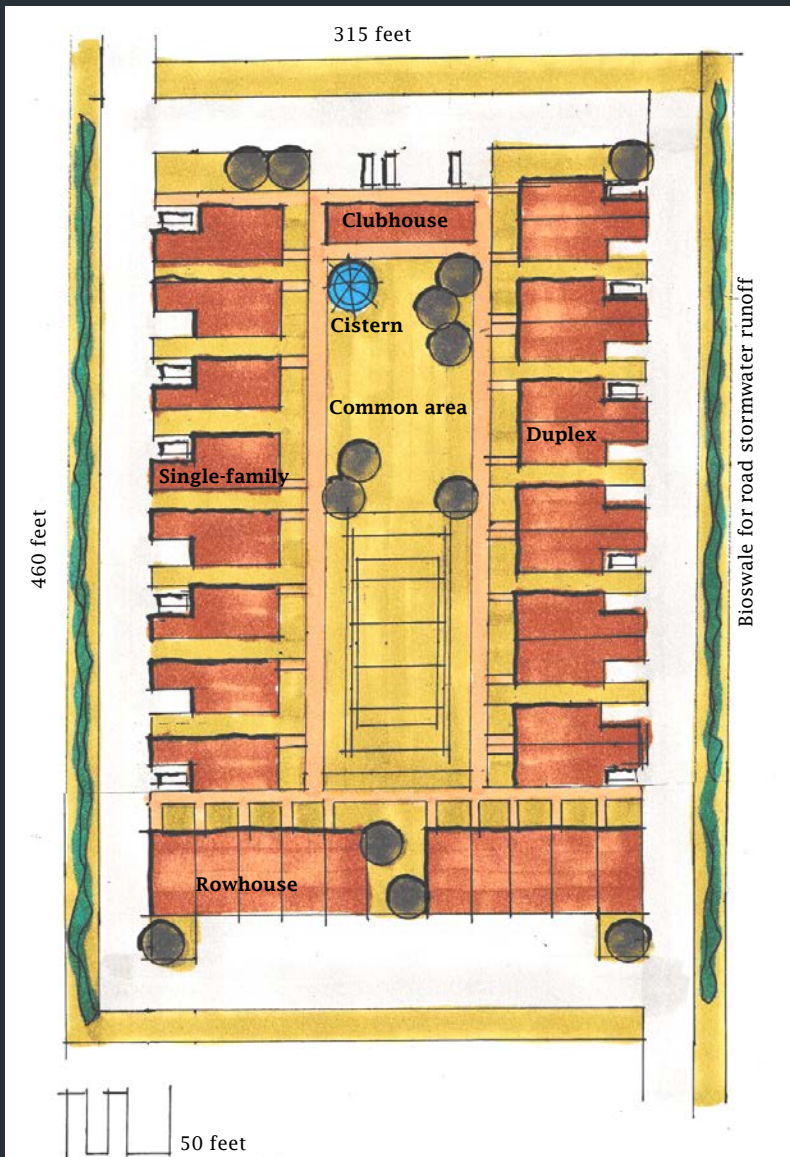
Selah housing type needs for 30-80% HAMFI paying 30-50%



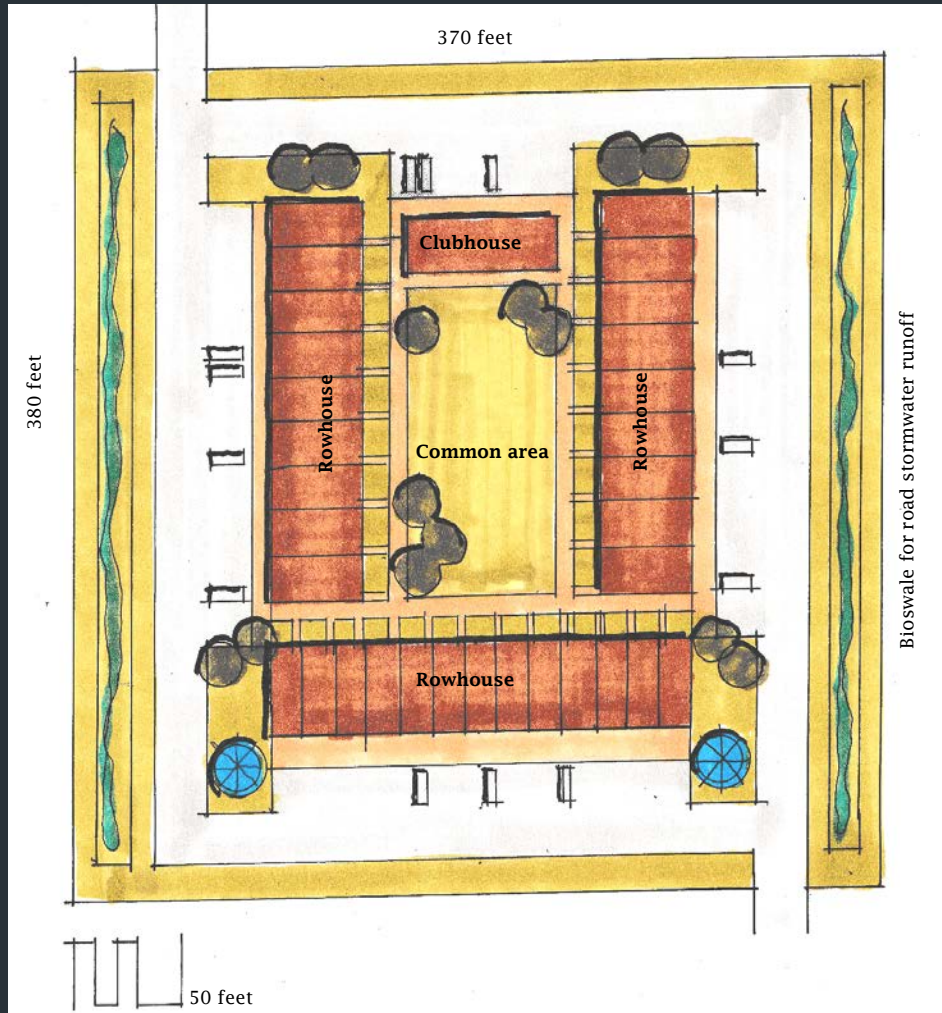
Selah housing type needs for 30-80% HAMFI paying 50%+



Prototypes



Mixed MMH – 8 single story single-family 1,000 square foot each, 12 single story duplex 800 square foot each, and 10 single story rowhouse 800 square foot each = 30 total units on 3.3 acres = 9.1 du/acre



One story studios– 18 single story rowhouse
 800 square feet each and 13 single story
 rowhouse 640 square foot each = 31 total
 units on 3.2 acres = 9.7 du/acre

Two story studios = 62 units on 3.2 acres =
 19.4 du/acre

Local authorized housing funds - annual

<i>Authorized measures</i>	<i>Amount authorized per year</i>	<i>Selah annual revenue</i>
<i>HB 1590 Housing Sales Tax – RCW 82.14.530</i>	<i>0.1% Local Housing Sales Tax of \$1,912,996 in 2022 at 8.3%</i>	<i>\$23,048</i>
<i>REET 2 Housing Authorization – RCW 82.46.035</i>	<i>0.25% of real estate sales of \$142,265 in 2022</i>	<i>\$142,265</i>
<i>Affordable Housing Property Tax Levy - RCW 84.52.105</i>	<i>\$0.50/\$1,000 of assessed property value of \$857,834,436 in 2021</i>	<i>\$428,917</i>
<i>Total</i>		<i>\$594,230</i>

Town incentives

Connecting Housing to Infrastructure Program (CHIP)

The CHIP program helps affordable housing projects connect to water, sewer and stormwater infrastructure by paying for waived connection fees, the infrastructure to connect to regional water, sewer, or stormwater systems, or for on-site stormwater facilities.

Grant requirements:

- *Applicants must be in partnership with an affordable housing project.*
- *The city or county must have imposed a sales and use tax for affordable housing.*
- *The new housing development must include at least 25% affordable units, which must have a strong probability of serving the target group for at least 25 years.*
- *The affordable housing development must begin construction within 24 months of the grant award.*
- *Federal funds must be under contract by December 2024 and expended by December 2026. Projects funded with state resources must be completed by June 2025 pending legislative re-appropriations.*

REET 2 for Affordable Housing and Homelessness

*New legislation in 2019 expanded the use of revenues for homeless housing to also include affordable housing (RCW 82.46.035(6)). Until January 1, 2026, **any city may now use up to \$100,000 or 25% of its available REET 2 funds** – whichever is greater, but not to exceed \$1 million – for affordable housing projects and the planning, acquisition, construction, reconstruction, repair, replacement, rehabilitation, or improvement of facilities for those experiencing homelessness, **as long as such projects are listed in the capital facilities plan**. (These dollar limits do not apply to any city that used REET 2 revenue for homeless housing prior to June 30, 2019.)*

To use REET 2 for affordable housing and homelessness, the city must document in its capital facilities plan that it has funds during the next two years for capital projects in subsection (5)(a) of the section – which is to say, all REET 2-eligible capital projects except park projects (which are listed in subsection (5)(b)).

Land Acquisition Program (LAP)

- *LAP provides an affordable loan to buy land for the eventual construction of affordable housing. It can also be used to acquire land for facilities that provide supportive services to affordable-housing residents and local low-income households.*
- *Eligibility - local governments, local housing authorities, nonprofit community or neighborhood-based organizations, federally recognized Indian tribes in the state of Washington, and regional or statewide nonprofit housing assistance organizations.*
- *Requirements - housing limited to residents at or below 80% of the area median income (AMI), 35-year affordability use restriction*
- *Terms - 1% interest rate with an estimated 1% loan fee and a maximum. Interest and principal payments may be deferred for the life of the loan.*
- *LAP loans can be in any amount; however, LAP is not intended to cover 100% of site acquisition costs. Consideration will be given to applications that propose leveraging LAP funds with other financing sources.*

Multifamily Housing Tax Exemption (MFTE)

- *MFTE (Multifamily Housing Tax Exemption) programs are property tax waiver programs enacted by cities and counties to support local housing goals. Under Chapter 84.14 RCW, local governments can give exemptions for new construction, conversion, and rehabilitation of multifamily residential improvements with at least 4 units.*
- *Under these exemptions, a property owner does not have to pay property taxes on the residential improvements for a given number of years. The property owner still pays tax on the land and on non-residential improvements like the commercial portion of a mixed-use building.*
- *8-year MFTE program - there are no requirements for affordable housing, although some cities provide their own requirements. Many communities use this to promote market-rate housing construction in neighborhoods where new housing investment is needed.*
- *12-year MFTE program - must set aside at least 20% of housing units for low- and moderate-income households. Under the statute, household income is based on Area Median Income (AMI), with households with incomes at 80% of AMI or less considered “low income”, and households at 115% of AMI or lower “moderate income”.*

- 20-year MFTE program - requires that 25% of units be sold as permanent affordable housing for households at 80% AMI or below, with a nonprofit or government agency sponsoring the sale and restrictions in place for resale to ensure long-term affordability. This is a new option implemented in 2021 and is intended to be used to encourage affordable housing homeownership. There is an option for permanent affordable rentals (20% of units for 99 years at 80% AMI or less) but a deadline for passing this program restricts new programs.
- Note that communities can also choose to impose higher affordability requirements and include other requirements for MFTE projects as well.

Considerations

- MFTEs can result in either a loss of tax revenue to the community, or a tax shift where other property owners will pay more in taxes.
- MFTE programs require staff time to conduct regular monitoring, oversight, and reporting.
- Regular updates can be necessary to make sure the program provides a sufficient incentive to maximize public benefits.

Manufactured/Mobile Home Relocation Assistance Program

- *The Manufactured/Mobile Home Relocation Assistance Program (Relocation Assistance Program) provides cash assistance up to \$11,000 for a single-section home or up to \$17,000 for a multi-section home (including single-sections with additional, built living space). Cash assistance is provided in two payments:*
 - 1. when a household is determined eligible; and*
 - 2. when a household either signs over the home's title to the community owner or upon removal of their home from the community.*
- *Both options must happen within 90 days of the eligible household receiving their first payment. Community owners may seek reimbursement from the Relocation Assistance Program for allowable demolition and disposal costs associated with eligible households. Community owners may request up to \$5,500 for a single-section home and up to \$8,500 for a multi-section home (including single-sections with additional, built living space).*

- *The Washington State Housing Finance Commission, in partnership with ROC Northwest and ROC USA, offers financial tools and expert guidance for manufactured-housing (“mobile-home”) communities to become self-owned cooperatives. The program helps residents of communities across Washington state to join together and buy the land under their homes.*
- *Residents not only gain ownership and management of the community, but also capital for improvements and ongoing maintenance.*

Draft - Implementation tasks

	Action	Participants	Performance	Priority
	Development regulations			
1	Void ADU requirements for owner-occupancy and minimum sizes	City Planner/Council	# units developed	
2	Allow cottage, bungalow court, courtyard bldg. in R-2, R-3, PD	City Planner/Council	# units developed	
3	Allow transitional or permanent supportive housing and emergency shelters and housing in B-1, B-2	City Planner/Council	# units developed	
4	Reduce minimum lot sizes in R-2, R-3 to allow MMH types	City Planner/Council	# units developed	
5	Increase allowable density and/or reduce minimum required lot size in R-2, R-3, PD	City Planner/Council	# units developed	
6	Allow lot splitting in R-2, R-3, and PD to increase density and innovation	City Planner/Council	# units developed	
7	Retain height limit at 2.5-3.0 stories in R-1, R-2, R-3	City Planner/Council	# units developed	
8	Reduce parking requirements for ADU, SEDU, and EDU	City Planner/Council	# units developed	
9	Add clustering option to consolidate open space in configurations that are more accessible, aesthetic, and usable	City Planner/Council	# units developed	
10	Do not adopt minimum dwelling unit size requirements other than in R-1	City Planner/Council	# units developed	
11	Limit design review to historical downtown commercial uses	City Planner/Council	# units developed	
12	Delete SEPA for housing developments if conform with Comprehensive Plan	City Planner/Council	# units developed	
	Programs			
13	Provide Section 8 Vouchers paid to landlords for renting households making less than 50% of the Area Median Income (AMI) in Selah	Yakima Housing Authority	# Section 8 vouchers issued	
14	Provide Mainstream Vouchers in Selah for non-elderly households with a disability	Yakima Housing Authority	#Mainstream vouchers issued	
15	Provide Tenant Based Rental Assistance (TBRA) vouchers for individuals making less than 30% of AMI homeless or at-risk of homelessness	Yakima Housing Authority	# TBRA vouchers issued	
16	Initiate repair and renovation program for older housing stock with elderly occupants to prevent deterioration and retain market usable	City Planner/Council	# units renovated	
	Projects			
17	Acquire a strategic housing site with mixed-income and mixed housing type potential if residents to be below 80% AMI with 35-year	City Planner/Council	Site acquired	

	affordability use restriction or use of a land trust for permanent affordability using Land Acquisition Program (LAP)			
18	Extend water, sewer, and stormwater services to strategic housing site if 25% of units affordable using Connecting Housing to Infrastructure Program (CHIP)	City Planner/Council	Infrastructure provided	
19	Initiate RFP with criteria, qualifications, proposal, jury selection, performance requirements for acquired strategic housing site	City Planner/Council	Proposal selected and warranted	
	Incentives			
20	Reduce or waive building fees, utility connections, and other charges for affordable housing units	City Planner/Council	% of cost reduced	
21	Approve a Multifamily Housing Tax Exemption (MFTE) for 8 years if 10-15% of units are affordable, or 12 years if 20% of the units are affordable, or 20 years if 25% of the units are affordable for households at 80% AMI or below	City Planner/Council	# units approved for MFTE	
	Finance			
22	Adopt HB 1590 0.1% Local Housing Sales Tax per RCW 82.14.530 to generate \$23,048 per year dedicated to affordable housing projects and programs	City Planner/Council	HB 1590 adopted	
23	Adopt REET 2 Housing Authorization per RCE 82.46.035 to collect 0.25% of real estate sales to generate \$142,265 per year dedicated to affordable housing projects and programs	City Planner/Council	REET adopted	
24	Adopt Affordable Housing Tax Levy per RCW 84.52.105 to collect up to \$0.50 per \$1,000 assessed value and generate \$428,917 per year dedicated to affordable housing projects and programs	City Planner/Council	Tax levy adopted	

Questions?



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 8/8/2023

Agenda Number: 10-A

Action Item

Title: Approval of Minutes, July 25, 2023 Regular Council Meeting

From: Treesa Morales, Executive Assistant

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: N/A

Funding Source: N/A

Background/Findings/Facts: N/A

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

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

Date: **Action Taken:** None

City of Selah
City Council Meeting Minutes
July 25, 2023
Regular Meeting

- 1) **Call to Order:** Mayor Raymond called the meeting to order at 5:30 pm.
- 2) **Roll Call**
 - A. Members Present: Elizabeth Marquis, Roger Bell, Michael Costello, Russell Carlson, Kevin Wickenhagen, Clifford Peterson
 - B. Staff Present: Joe Henne, City Administrator; Rob Case, City Attorney; Daniel Christman, Police Chief; James Lange, Fire Chief; Rocky Wallace, Public Works Director; Dale Novobielski, City Clerk/Treasurer; Jeff Peters, Community Development Supervisor; Zack Schab, Recreation Director, and Treesa Morales, Human Resources Director.
- 3) **Registering in record of Councilmember absence(s) as excused absence(s), per SMC 1.06.070**

Councilmember Carlson moved to excuse Councilmember Iverson from the meeting. Councilmember Wickenhagen seconded. By voice vote, motion carries.

- 4) **Pledge of Allegiance**
- 5) **Invocation with President Bennett Packard, from the Church of Jesus Christ of Latter-Day Saints**
- 6) **Announcement of changes, if any, from previously-published agenda: None**
- 7) **Getting to know local businesses, agencies and/or people**

Representative Chris Corry, WA State Representative 14th District approached the podium and gave quick introduction and update on the recent 2023 session and asked Council if there were any questions.

Councilmember Bell asked if there was any hope for a resolution at the state level for building affordable housing when local municipalities cannot force a contractor to build something specific? Mr. Corry replied he hopes there will be, but with the rezoning laws and the fact that the state made it more expensive to build, the best way to do so is to remove the barriers. Mr. Corry said one of the ways to overcome this issue to provide tax incentives for builders, remove restrictive zoning, reduce the cost of materials and make it easier to for buyers.

Councilmember Wickenhagen asked for Mr. Corry's thoughts on rules that allow schools to keep secrets from parents regarding their children. Mr. Corry referenced HB 1601 regarding the

“parental bill of rights,” and stated that Senate Bill #5599 passed, allowing the state to select not to inform parents if a child ran away, or change wants to change their gender. Mr. Corry explained that it was sold as a bill to protect kids in state care, which, Mr. Corry said is not true, that the bill actually says if a kid has a disagreement with the parents and runs away and ends up in foster care, the state can now hide their information. Mr. Corry said they are pushing back on this, and seeing more and more support. Mr. Corry clarified the state does have good laws on abuse and neglect and good ways for the state to step in if necessary.

City Administrator Henne asked if there was any movement on the gas tax versus the miles traveled for electric vehicles. Mr. Corry said the idea is being floated, but not yet passed for miles traveled. However, Mr. Corry said, the gas tax is a whole other beast. Mr. Corry explained he was told be one side that the high gas tax was because of big oil, but Mr. Corry says he knows there are policies out of Olympia that are driving the tax – most notably, that it is the number one profit maker for the state.

Councilmember Carlson asked about Mr. Corry’s thoughts on a new police station. Mr. Corry said he plans to look at the direction the City is going and help along the way as possible, but that the City of Selah and City of Wapato are definitely on the list.

Councilmember Peterson stated he heard Washington State is number one in the country for drug overdose, and asked if there was any headway about returning hard drugs to a felony? Mr. Corry stated, yes, they will continue to push for it. Mr. Corry explained that Washington is one of the cheapest places to buy fentanyl, so there is definitely more to do. Mr. Corry said there was recently a huge fire in a homeless camp right next to a hospital, so he knows people are starting to see the consequences. Mr. Corry referenced the fixes to the “Blake decision” and stated even the members of the bill did not fully support it, so, Mr. Corry says, it is going to get better and public outcry is forcing change.

Councilmember Wickenhagen asked if there has been talk about expanding mental health facilities for homeless and addicted throughout the state? Mr. Corry said it requires more money, and he would rather see the money go to the local communities for support. Mr. Corry said they also need to figure out how to get to people before they become addicted, but until they can find ways to cut the drug use at the beginning, there will always be a struggle.

Councilmember Carlson asked for Mr. Corry’s opinion on Yakima having a regional airport. Mr. Corry replied he does not think it is feasible. Mr. Corry said he saw one proposal to build a light-rail from Yakima to Seattle, but it is just not possible. Mr. Corry agreed that he would like to see more flights out of Yakima, but he does not think it makes sense for a regional airport. Councilmember Bell said he was just at a presentation where he heard the Governor has someone looking and regional rail between central and eastern Washington, when just four years ago, the committee recommended not to. Mr. Corry agreed, stated it’s not feasible or fiscally responsible. Mr. Corry said Washington State is a large footprint, with lots of rural areas and the State has struggled to get a light rail from Seattle to Bellevue, so he is going to recommend no.

Hearing no further discussion, Mayor Raymond thanked Mr. Corry for his time.

8) Comments from the public

- A. Pre-arranged oral comments – None
- B. Reading of received written comments – None
- C. Oral comments by people in attendance - None

9) Proclamations/Announcements: None

10) 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 approve the consent agenda as presented. Councilmember Peterson seconded. Hearing no further discussion, Mayor Raymond called for Roll Call. Ms. Morales called roll: Councilmember Marquis – yes; Councilmember Bell – yes; Councilmember Costello – yes; Councilmember Carlson – yes; Councilmember Iverson – absent; Councilmember Wickenhagen – yes; Councilmember Peterson – yes. Motion carries.

Ms. Morales read the Consent Agenda:

- A. Treesa Morales Approval of Minutes: July 11, 2023 Council Meeting
- B. Dale Novobielski Approval of Claims and Payroll:
Payroll Checks No. 85713-85736 for a total of \$377,956.36
Claim Checks No. 180225-180307 for a total of \$640,178.38

11) Public Hearings

- A. Open Record Public Hearing to Consider Adoption of the Body Worn Camera (BWC) Redaction Cost Study Completed by the Selah Police Department and City Staff's Proposed BWC-Specific Fee Schedule

Presented by Public Records Officer, Treesa Morales. After presentation, Mayor Raymond opened the public hearing at 5:58 p.m. Mayor Raymond asked for council discussion. Hearing none, Mayor Raymond closed the public hearing at 5:59 p.m.

13-A (RELOCATED) Resolution to Adopt an Updated Public Records Policy, Allow the Mayor or Mayor's Designee to Sign Executive Order PRO-01, Order Covering Indexes for Public Records, and Executive Order PRO-02, Charges for Providing Copies of Public Records; as well as to Formally Recognize the Cost Study Completed by the Selah Police Department to Enable the Department to Charge for Body Worn Camera Records Requests.

Introduced by Mayor Raymond, presented by Public Records Officer, Treesa Morales. After presentation, Councilmember Carlson moved to approve the resolution as presented. Councilmember Costello seconded. Mayor Raymond asked for discussion.

Councilmember Carlson asked about the charge of \$2.00 for Body Worn Cameras. Mrs. Morales provided explanation of the minimum charge permission in RCW 42.56, but explained that if an agency undergoes a cost study, they are permitted to charge the resulting amount.

Hearing no further discussion, Mayor Raymond restated the motion and requested roll call. Ms. Morales called roll: Councilmember Marquis – yes; Councilmember Bell – yes; Councilmember Costello – yes; Councilmember Carlson – yes; Councilmember Iverson – absent; Councilmember Wickenhagen – yes; Councilmember Peterson – yes. Motion carries.

12) General Business

A. New Business: None

B. Old Business: None

13) Resolutions

B. Resolution Authorizing the Mayor to Sign a Contract with Picatti Brothers, Inc., Related to the City's Well No. 3 Pump Replacement Project.

Introduced by Mayor Raymond and presented by Mr. Wallace. After presentation,

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

Councilmember Carlson asked why the last two projects are coming in under budget? Mr. Wallace replied, he was not sure, but he believes part of it is that the company is very local so there was no cost to mobilize. Mr. Wallace also explained that the public itself was less expensive than originally planned.

Councilmember Bell asked Mr. Wallace how confident he was that amount is a fixed price, and asked if something else could be found. Mr. Wallace explained the pump was diagnosed as bad, the electrical has been checked, and the crew is hopeful to go back online after repairs.

Hearing no further discussion, Mayor Raymond called for Roll Call. Ms. Morales called roll: Councilmember Marquis – yes; Councilmember Bell – yes; Councilmember Costello – yes; Councilmember Carlson – yes; Councilmember Iverson – absent; Councilmember Wickenhagen – yes; Councilmember Peterson – yes. Motion carries.

C. Resolution Granting a Non-Exclusive Franchise for Small Cell Wireless Facilities to Yakima MSA Limiting Partnership and Authorizing the Mayor to Sign a Fourteen-Page Master License Agreement.

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

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

Councilmember Bell asked Mr. Case if he received any response from the public when the proposed resolution was published? Mr. Case replied, no.

Councilmember Wickenhagen asked Mr. Case if he knew how many poles the city owns. Mr. Wallace stood to the podium and said most of the poles in town are owned by PP&L, but the City owns the poles on Fremont Ave, and the ones on the west and east side for South 1st Street, and the ones on the east side of North 1st Street. Mr. Wallace explained that the County owns the ones on North Wenas, but most are owned by PP&L. Councilmember Wickenhagen asked if the company gave any indication of how many repeaters they plan to install? Mr. Wallace said he believed just two, one by the Wells Fargo building and one at the Civic Center. Mr. Case clarified they will have the ability to install more if they want to.

Councilmember Carlson asked how long they have to start the project before severability, and is it ok if they decide to wait to start? Mr. Case said he does not believe there is a deadline before the application lapses, and even if there was, they could just come back and re-apply. Mr. Case explained they have been very cooperative, and he believes they will get started very soon.

Councilmember Carlson then asked if it was appropriate to have the manager sign as stated on the final page of the contract. Mr. Case explained that a limited partnership is an entity and a general partner is similar to a manager. Mr. Case said he believes the title could be different, but in modern times, titles are interchangeable. Mr. Case said he was ok with it because the person has vested authority. Mr. Case stated again, he does not have concern with the manager signing the document.

Hearing no further discussion, Mayor Raymond called for Roll Call. Ms. Morales called roll: Councilmember Marquis – yes; Councilmember Bell – yes; Councilmember Costello – yes; Councilmember Carlson – yes; Councilmember Iverson – absent; Councilmember Wickenhagen – yes; Councilmember Peterson – yes. Motion carries.

D. Resolution Authorizing the Mayor to Sign a Three-Page Agreement with Northwest Striping and Sealing, LLC, for the City's 2023 Crack Seal Project.

Introduced by Mayor Raymond and presented by Mr. Wallace. After presentation,

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

Councilmember Carlson asked if there were areas around town to add to the project since it came in under budget. Mr. Wallace said there are areas on Naches heading north to Fremont, there are areas on Fremont and also on First Street, and there are local access roads. Mr. Wallace said there are a lot of areas that need to be done so they will continue to work on it.

Hearing no further discussion, Mayor Raymond called for Roll Call. Ms. Morales called roll: Councilmember Marquis – yes; Councilmember Bell – yes; Councilmember Costello – yes;

Councilmember Carlson – yes; Councilmember Iverson – Absent; Councilmember Wickenhagen – yes; Councilmember Peterson – yes. Motion carries.

14. Ordinances - None

15. Reports/Announcements

A. Departments

- Fire Department – Chief Lange gave a department update, including recent incidences around the City. Chief explained he did not have any updates on the grants. Chief Lange explained the current status of the Deputy Fire Chief hiring process. And Chief stated he has received feedback from a neighboring agency that Station 21's response time has improved and that this is the smoothest transition from a majority volunteer station to 24-hour coverage shift they have ever seen. Otherwise, Chief said, the staff is happy.
- Police Department – Chief Christman gave an update on recent cases around town, stating that the department has seen an increase in eluding, with motorcycles particularly. Chief said they have also seen an increase in DUI, DV assault, and graffiti cases in the City. Chief said, in regards to the graffiti around town, some of the officers are taking it upon themselves to take the report, document the damage, and then return after work to remove the paint, and that he is very proud of them. Chief updated the council on the Flock Cameras, and the 2023 National Night Out event on August 1st. Chief also informed council they found some duty cars from Arizona at an extremely good price and requested a discussion regarding the purchasing policy, and perhaps changing the rule. Chief explained that council has approved his budget to purchase cars, but the purchasing policy requires that he come back again to request to purchase the cars. Chief explained if he has to wait for a council meeting and approval, he will miss out on the deal. Chief requested explanation for requiring the second approval, if the budget was already approved.

Councilmember Carlson said understands the redundancy, but a lot can happen since the budget discussions, so the redundancy is necessary and it provides a second opportunity to assess the position. Mr. Carlson also referenced the potential blowback for financial savings and potential when granting final approval. Mr. Carlson said he was ok with the current policy, in an emergency, maybe it could be different, but that he likes it the way it is.

Chief Christman said the problem is that Ford is not opening bidding, and that when the department finds a car, it goes very quickly. Chief explained that because of the purchasing policy, the department has lost two sets of cars, and that this one is the third set. Chief also explained the he hoped the Council would trust him not to overspend the budget.

Councilmember Costello said he agrees with Chief, especially if it is specific to cars. Mr. Costello said if it was a broad purchase, the council should evaluate it, but with a specific planned purchase, the decision should be up to the department head. Mayor Raymond agreed, adding her approval for funds already budgeted, so long as the department head does not go over budget.

Councilmember Bell stated he believes Council has already approved the budget to purchase police cars, and if that is true, that the funds are specific to cars and not the whole department budget, then in a case like this, the City is losing money by not taking the deal when it is available. Mr. Bell also stated that if the purchase was going to use general funds, then the department head should have to ask again.

City Attorney Case said he follows what Council is saying, and requested they think of the expenditure part and the contract part. Mr. Case stated the purchasing policy stresses Council approval when a contract needs to be considered. Mr. Case also explained to Council that they do not need to decide tonight, and he could draft the proposed changes if Council wanted.

Councilmember Carlson suggested a second review by the finance committee. Mr. Case asked how often they meet? Mr. Carlson said they meet as needed. Mr. Case said that could work, and suggested the Council bump up the \$10,000 threshold, or a separate ordinance for items that department heads can spend up to an allocated amount. Mr. Case also reminded council the policy could be amended however they wanted.

Councilmember Carlson asked about the scenario where it is deemed an emergency? Mr. Case explained there are different statutes, and the most recent emergency purchases were related to public health and safety. Mr. Case said he can try to work something up for the Council to see.

Mayor Raymond asked Chief Christman if he had a timeframe to purchase. Chief responded he will be coming back at the next meeting for the purchase if he has to.

Finally, Chief reminded Council of the ribbon cutting for the Local Crime Lab in Zillah on August 3rd. Councilmember Wickenhagen pointed out that the NIBIN machine is working and has been processing casings. Mr. Wickenhagen also noted that ATF is going to send one of their own staff members to work at the Crime Lab at no cost to the Cities and County. Chief agreed, and notified council that the manager of the crime lab has already documented all the backlogged cases for brass, and that the information is in the system and ready for processing.

- Public Works – Rocky Wallace gave a department update starting with Well 5. Mr. Wallace said the well ran for an hour then shut down, so the crew pulled the pump and checked the camera, but didn't find any issues, however, they took 10 feet of gravel out. Mr. Wallace said the engineer is working to make sure the pump was installed correctly, and they are also look at the possibility of having to line the pump with a screen as the filter was covered in pea gravel after only 1 ½ hours. Mr. Wallace said the Engineers said it seems the well has an issue approximately every 10 years, and they are hopeful to have an answer by Wednesday, but for now, the well is down and they are doing what they can to fix it. Mr. Wallace addressed the project on Valleyview and Southern, which is marked for striping starting tomorrow. Mr. Wallace also said that because of the project, local properties are starting to get cleaned up, so he's happy with the project overall. Mr. Wallace updated Council on the Fremont project, stating that pipe was delivered to Speyers and he expects the manholes to be installed by the end of the week, and he anticipates the project will still be completed before school starts.

- **Finance** – Mr. Novobielski updated the council on the sales tax amounts. Mr. Novobielski said that in July, the City received \$165,000 in tax revenue which is \$10,000 more than July last year. Mr. Novobielski said he believes August will be a challenge as August 2022 reflected income from the school building projects, and said if the City receives more than \$195,000 in the next month, he will be surprised. However, Mr. Novobielski confirmed that he still anticipates to be \$200,000 over the budgeted amount for the year. Mr. Novobielski also stated he expects the Auditors to be in house by August and that he expects they will conduct work on site this year.

a. Councilmembers

Councilmember Bell reminded council of the Mid-Valley swim championships this weekend at Carlon Park.

Councilmember Carlson expressed his gratitude to the all the staff for working in the heat.

Councilmember Wickenhagen updated the council on his attendance at the Homeless Coalition meetings, claiming that Curtis is taking over leading the group and is working on completing the five-year plan that was started three years ago. Mr. Wickenhagen said he will also be attending the Yakima Valley Tourism meeting tomorrow.

b. City Attorney – No report.

c. City Administrator – Mr. Henne updated council on a recent letter received from the Department of Commerce for the Wastewater Treatment Plant. Mr. Henne explained that \$40,000 of the awarded funds will be consumed by the Department of Commerce for handling, but they are thankful for the financial support. Mr. Henne also said he is still in negotiations with the Union.

Councilmember Carlson asked about the costs on hiring a local outreach company to help gain interest in the job openings. Mr. Henne said the City received ten applications for the City Administrator position and two for the Clerk/Treasurer position. Mr. Henne stated he anticipated next week they would have the first round of interviews for the City Administrator applicants. Mr. Carlson asked about a cost estimate for the outside company. Mr. Henne said since the City received ten applications, they do not see the need. Mr. Carlson asked about using the outside company for the Clerk/Treasurer position. Mr. Henne said there were some applicants for the City Administrator position who might be interested in the Clerk/Treasurer position, so he is going to talk to them. Chief Lange added, that for the Fire Department, Prothman was \$3500. Mayor Raymond added that recently, in a nearby City, they hired Prothman to search for them, and they ended up hiring a local guy.

d. Mayor Raymond referenced the ribbon cutting for the Crime Lab and tours between 1:00 p.m. and 5:00 p.m., and asked who would like to attend. Noting the following names: Councilmember Wickenhagen, Councilmember Peterson, Councilmember Costello, Mr. Henne and Mr. Case. Councilmember Carlson noted he plans to attend another time.

At 7:08 p.m., Mayor Raymond noted the Council will take a 5-minute break before going into executive session.

At 7:13 p.m., Mayor Raymond came back on the record and asked Mr. Case how much time is anticipated needed. Mr. Case responded he expects no more than 15 minutes. Mayor Raymond noted the council will go into executive session under RCW 42.30.110(1)(b) regarding the acquisition of real estate until 7:31 p.m.

16. Executive Session: RCW 42.30.110(1)(b) – regarding the acquisition of real estate.

7:15 p.m.: Executive session began.

Mayor Raymond said they would return to the record at 7:31 p.m.

7:31 p.m.: Executive session ended. Mayor Raymond said they were back on the record, and that no decisions were made, no votes were taken.

7:31 p.m.: Closed session began. Mayor Raymond noted the Council would go into the Closed session regarding RCW 42.30.140(4)(b) – Regarding collective bargaining negotiations started. Mayor requested thirty (30) minutes for the closed session, and they would return to the record at 8:01 p.m.

8:01 p.m.: Closed session ended. Mayor Raymond said they were back on the record, and that no decisions were made, no votes were taken.

17. Adjournment

Councilmember Carlson moved to adjourn the meeting. Councilmember Costello seconded.

Councilmember Bell made a motion to allow the City to make an offer to purchase the property next to the Civic Center for up to \$140,000. Councilmember Carlson said to the Mayor, there was a motion for adjournment. Mayor Raymond asked Mr. Carlson if he would like to withdraw his motion. Councilmember Carlson agreed to withdraw his motion.

Mr. Henne clarified that it was approval to purchase up to \$140,000? Or did the Council want him to discuss with the property owner? Mr. Henne said he would go look at the property.

Councilmember Peterson clarified Mr. Bell's motion was for an "up to" amount? Councilmember Bell stated he made a motion to make an offer for up to \$140,000 and if it is rejected, to request first right of refusal. Councilmember Peterson seconded the motion. Mayor Raymond restated the motion and asked Council for discussion.

Councilmember Carlson said he believed it was highly inappropriate to discuss a dollar amount in the open session, and reminded Council that is the purposed of the executive session.

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

Councilmember Carlson – no; Councilmember Iverson – Absent; Councilmember Wickenhagen – no; Councilmember Peterson – yes. Motion fails.

Councilmember Carlson moved to adjourn the meeting. Councilmember Marquis seconded. Mayor Raymond asked for all those in favor, say “Aye.” By voice vote, motion carries.

The meeting adjourned at 8:06 p.m.



Roger Bell, Councilmember


ABSENT

Jared Iverson, Councilmember



Clifford Peterson, Councilmember

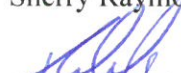
ATTEST:



Dale Novobielski, Clerk/Treasurer

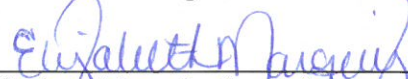


Sherry Raymond, Mayor




Russell Carlson, Councilmember

Kevin Wickenhagen, Councilmember



Elizabeth Marquis, Councilmember



MICHAEL COSTELLO, COUNCILMEMBER



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 8/8/2023

Agenda Number: 10-B

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



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date 8/08/2023

Agenda Number: 11-A

ACTION ITEM

Title: Public Hearing to Receive Public Input Regarding the Potential Adoption of the "Selah Transit Development Plan 2024-2029 and 2022-2023 Annual Report"

From: Joe Henne, City Administrator

Action Requested: Public Hearing - Open Record

Staff Recommendation: Conduct a Public Hearing

Board/Commission Recommendation: N/A

Fiscal Impact: N/A

Funding Source: N/A

Background/Findings/Facts: As part of the annual process of updating our transit plan, the City must hold an open public hearing to receive public input, if any, via oral testimony and/or submission of written comments.

Recommended Language for Use by Mayor: We will now open the public hearing. Does anyone present desire to present testimony regarding the potential adoption of the "Selah Transit Development Plan 2024-2029 and 2022-2023 Annual Report"? Treesa, did we receive any written comments on this Plan?

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:**

7/19/2022 Notice of Public Hearing the "Selah Transit Development Plan" for the Six-Year Plan 2024-2029



Selah Transit Development Plan 2024-2029 and 2022-2023 Annual Report

Selah Transit
Operated by Medstar Transportation
1904 Fruitvale Blvd
Yakima, WA 98902
(509) 248-2004

Public Hearing

Adopted by the City of Selah Council

Submitted to WSDOT

Acknowledgments:

City of Selah

Joe Henne, City Administrator
Rocky Wallace, Public Works Director
Dale Novobielski, Treasurer

Prepared by:

Medstar Transportation
1904 Fruitvale Blvd, Yakima, WA 98902

Contact person: Justin Bergener, CEO
Email - discover@gomedstar.com PH 509-248-2004

Table of Contents

Section 1: Introduction	3
Section 2: History	3
Section 3: Location	3
Section 4: Organization	4
Section 5: Physical Plant	5
Section 6: Service Characteristics	5
Section 7: Service Connections	6
Section 8: Service Development & Improvements	6
Section 9: Selah Transit Development Plan & WSDOT - Operating & Investment Guidelines:	6
Section 10: Plan Assumptions	7
Section 11: Operating Data 2022 Actual - 2023 – 2029 Estimated	11
Section 13: List of Equipment	13
Section 13: Route Maps, Schedules, and Rules	13

Section 1: Introduction

The Transportation Development Plan 2024 - 2029 provides updated information and forecasts to the Washington State Department of Transportation on Selah Transit's current components and accomplishments as well as proposed action strategies for 2024 - 2029.

This document is also used to notify the public about projects, which have been completed, are in process, or are planned for the future. Following a public hearing, the Selah City Council will approve this plan before this document goes into effect.

Section 2: History

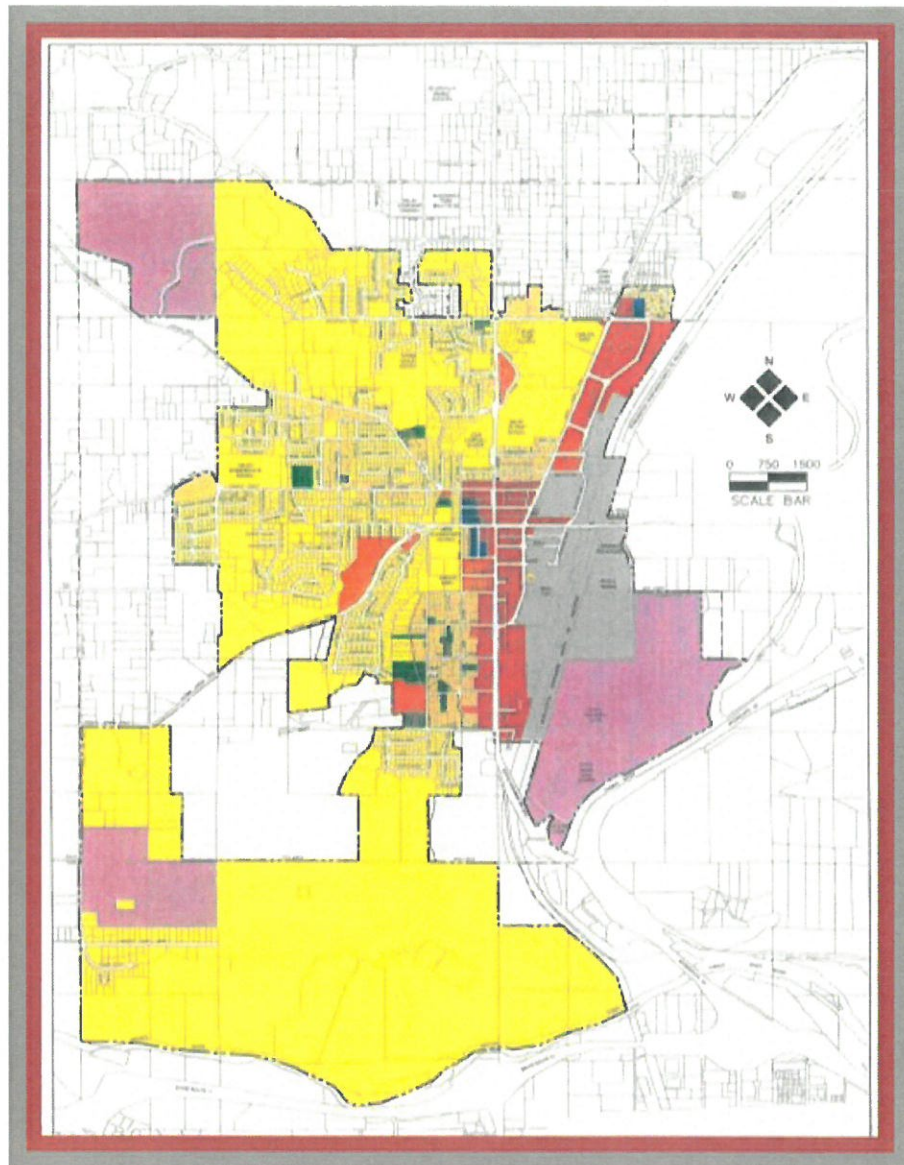
Selah was officially incorporated on April 3, 1919. Selah has a strong major form of government. Selah's base economic activity primarily consists of fruit warehousing/processing facilities due to the proximity of fruit orchards in the nearby Wenas Valley and access to regional railroad and roadway systems for shipment to markets.

Selah's Transit services are funded by a voter-approved 0.3% sales tax in 2007. In 2009 the City of Selah began public transit service through a contract with Yakima Transit providing fixed routes and Paratransit services. In May 2018 the City of Selah ended its contract with Yakima Transit and contracted with Medstar Transportation to provide both fixed route and paratransit services.

Section 3: Location

Selah covers 4.37 square miles (2796.5 acres), with a population of 8,309. It is located in Yakima County, which spans 4,296.1 square miles – the second-largest land area and seventh-largest population area in Washington State, with a population of 260,778.





Section 4: Organization

Selah Transit is a municipal transit system as authorized in RCW 35.58.2795.

The Selah City Council governs Selah Transit.

Selah Transit is a municipal transit system as authorized in RCW 35.58.2795 and is located in Yakima County. The City of Selah does not have any transit-specific employees dedicated to Selah's Transit operations. Selah's transit-related staff consists of administrative personnel that support the City as a whole, including positions from City Hall and Public Works. The Selah City Administrator oversees Transit contracts transit services for both fixed route and paratransit ADA services with Medstar Transportation.

As of 4/21/2023, Selah Transit's contractor employed:

1 full-time employee in the operations division

5 full-time equivalents in the Dial-A-Ride Paratransit division

.5 full time equivalent in the maintenance division

.5 full time equivalent in the administration division

.5 full-time equivalent employed by The City of Selah transit division

7.5 Total Transit employees

Section 5: Physical Plant

The contractor's facility is located at 1904 Fruitvale Blvd., Yakima, WA 98902. Their contracted services provider Medstar Transportation owns the building.



Section 6: Service Characteristics

Selah Transit operates 2 fixed-route buses. The Selah Route operates within the City of Selah Monday through Friday from 6:45 a.m. to 5:50 p.m. and Saturday from 10:30 a.m. to 5:07 p.m. The Selah/Yakima Route operates Monday through Friday from 6:30 a.m. to 6:33 p.m. and Saturdays from 10:30 a.m. to 4:31 p.m. Each route has a midday break in the schedule. There are no fixed route services on Sundays or federal holidays.

Dial-A-Ride Paratransit service operates the same service hours as the fixed-route service.

For further details on our local fixed route services or Dial A Ride rules and applications, please visit us at <https://selahwa.gov> or www.gomedstar.com or see the back section of the Yakima Transit Bus book.

The vehicles are owned and operated by Medstar Transportation and include a combination of ADA accessible

passenger cutaway chassis vehicles and Grand Caravan minivans. Because all vehicles used in the provision of transit services are purchased and owned by the contractor and not the City of Selah, there is no listing for capital expenditures for buses in this plan. When vehicles are listed as additions to or replacements of vehicles used for transit purposes, it is for fleet description only and no Capital funds are used at this time but could be considered in the future.

Selah Transit Fare Structure per Boarding (effective January 1, 2019)

Fixed Route Day Pass - Selah Residents.....	\$1.00
Fixed Route Monthly Pass - Selah Residents 18 and older.....	\$15.00
Fixed Route Day Pass - Non-Selah Residents.....	\$1.00
Fixed Route Monthly Pass - Non-Selah Residents 18 and older.....	\$30.00
Fixed Route Monthly Youth Rate for 6 to 18 years old.....	\$10.00
Dial A Ride Boarding.....	\$2.00
Dial A Ride Ticket Books.....	\$20.00
Children 5 and under	Free

Section 7: Service Connections

Selah Transit connects with Yakima Transit routes 3 and 4 at 40th Ave and N 16th Ave. It also connects with route 7 at 40th Ave and Route 8 at N 16th Ave. Selah Transit connects with Union Gap Transit at the Sears passenger shelter on Valley Mall Blvd and Main St as well as connections with Pahto Public M-F at 10:45 a.m., 2:30 p.m. and again at 5:10 p.m. These connector routes meet up with the Ellensburg Commuter, CWA Airporter Shuttle for trips to Seattle, and the Community Connector for trips throughout Yakima County as well as connections to Ben Franklin Transit.

Selah Transit offers Dial A Ride services within the City of Selah and to and from the city limits of Yakima and Union Gap.

Section 8: Service Development & Improvements

- The contractor will continue to work closely with the City of Selah to promote Selah Transit, emphasizing increasing fixed-route ridership. Use surveys to improve routes.
- The contractor will work with the City of Selah to promote local businesses.
- Use innovative software to streamline operations and efficiencies.
- Mobility management.
- Micro Transit to transport residents to fixed-route connections.

Section 9: Selah Transit Development Plan & WSDOT - Operating & Investment Guidelines:

Preservation: Continue to meet all the requirements of the ADA as it applies to fixed-route and paratransit services. Maintain or increase levels of service, and try to add more alternative fuel or hybrid vehicles.

Safety: The continued modernization of the vehicle fleets including fleet software will improve system safety by enlisting the latest safety-related technology, securement, and maintenance systems. The installation of new bus shelters will also improve system safety by providing a waiting area that is both well-lit and away from traffic.

Mobility: All Selah Transit vehicles are ADA-accessible vehicles equipped with Q'Straint securement systems. This allows total accessibility for those who can access the fixed route systems as well as for those residents who use paratransit services.

Environment: By the year 2029, we hope to have converted all transit vehicles to hybrid or alternative fuel technology to enhance a healthy community, promote energy conservation and protect our environment.

Stewardship: It is the intent of Selah Transit, to work towards greater efficiency and to improve the quality of our on-demand transportation services with efficient routes and studies for future investment in micro-transit services for local and outlying businesses. This could include an on-demand rider App that allows riders to easily view the ETA of each vehicle in real-time.



Section 10: Plan Assumptions

Population – According to the 2022 census report, the Selah Transit service area population is 8,180.

1. **Sales Tax:** We are expecting Sales Tax to increase at a rate of 1.5% through 2029.
2. **Inflation Factor:** Medstar Transportations wage and salary costs will increase by 6.00% per year throughout the plan due to Washington State Minimum Law potential changes. All other costs will increase at an estimated 2.50% per year throughout the plan.
3. **Fixed Route Bus Service:** In 2023 Selah Transit will provide approximately 5,597 hours of revenue service. Ridership will be consistent through 2029.

Figure 1: Monthly Ridership

Depicts the month ridership totals since the implementation of services by Medstar Transportation through 2023.

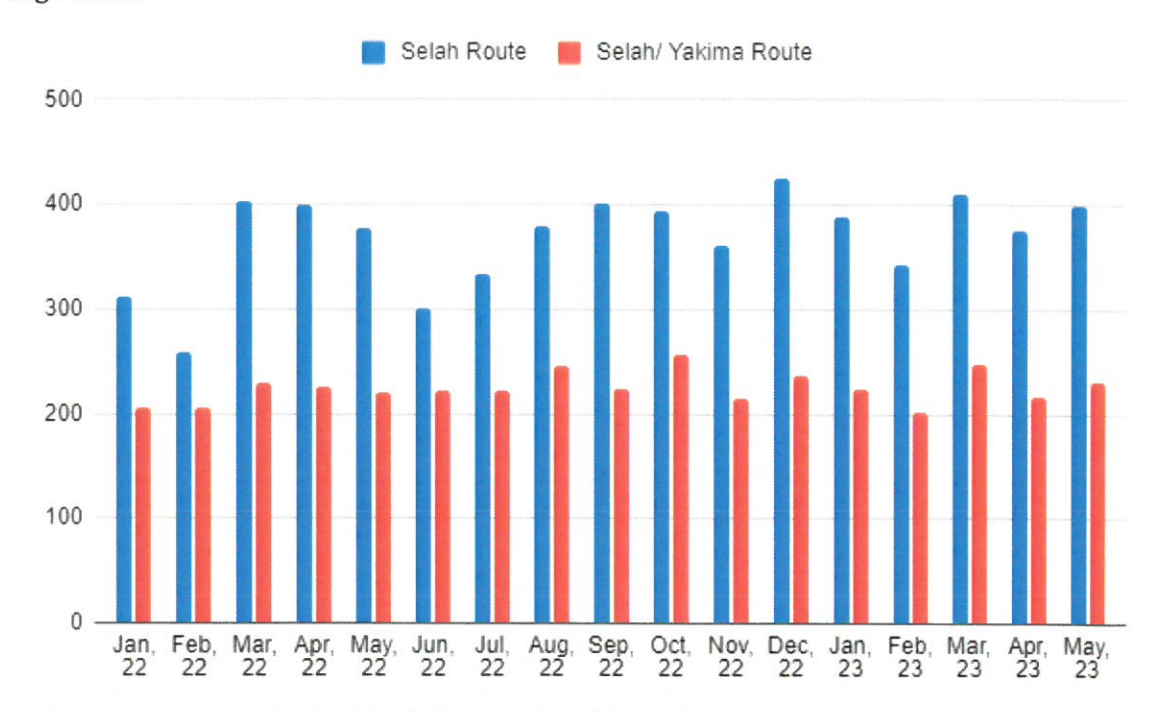


Figure 2: Selah Transit Route Daily Average by Month

The graph depicts boarding/exits per day by an average by day through 2023.

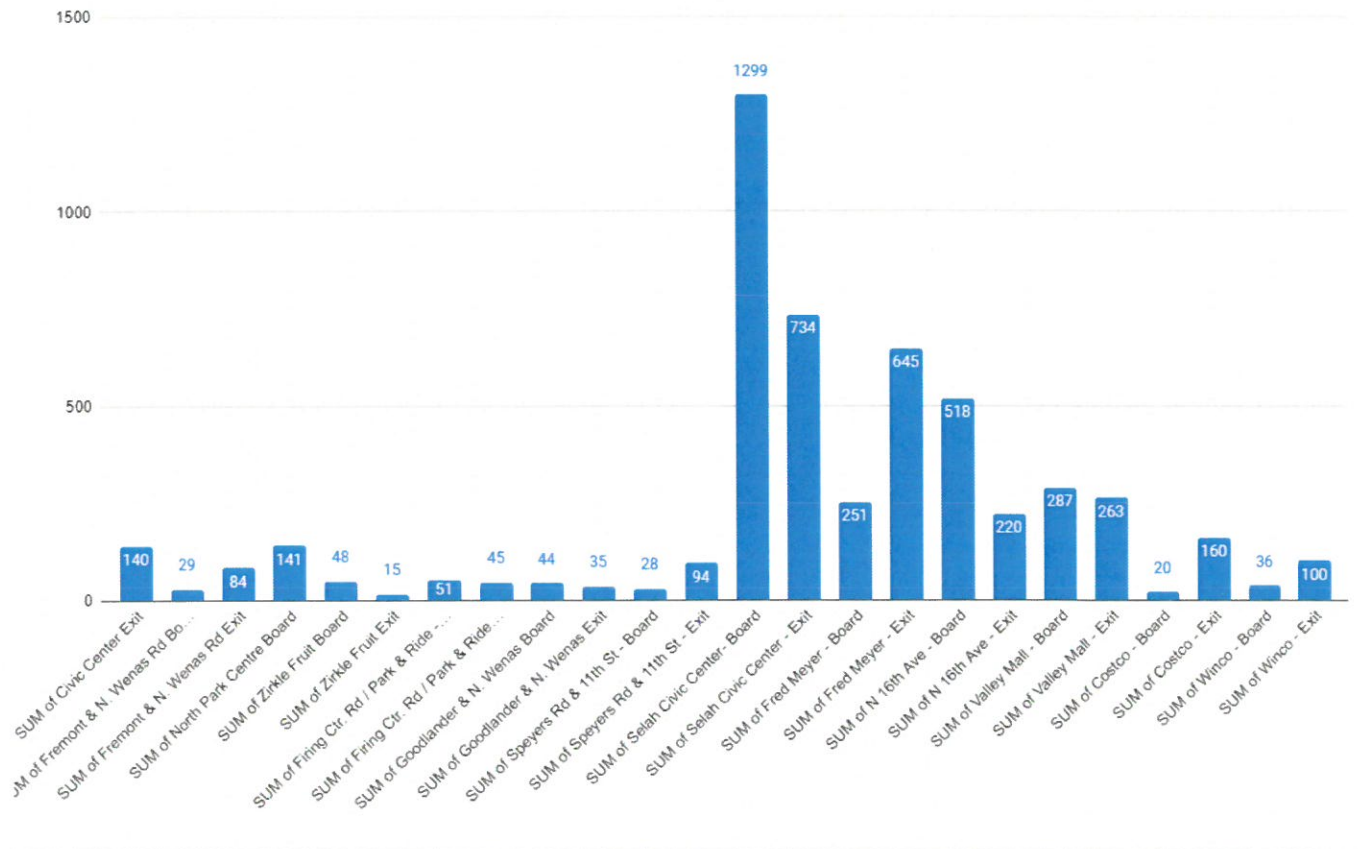
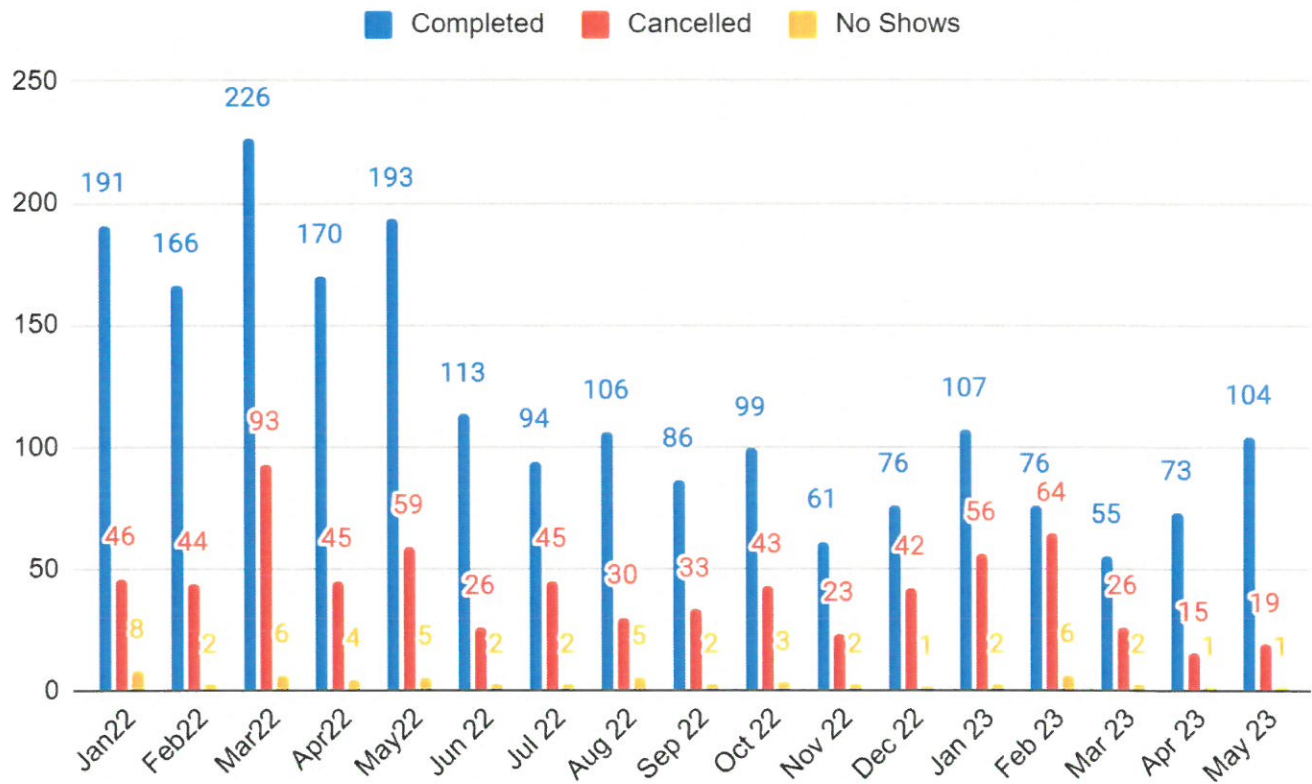


Figure 4: Dial-A-Ride ADA Paratransit Service

Selah Transit will provide 5231 revenue hours of service in 2023, and forecast it will increase at a rate of 1% each year through 2029.



Dial A Ride Total Boardings May 22 through May 23.



Section 11: Operating Data 2022 Actual - 2023 – 2029 Estimated

	2022	2023	2024	2025	2026	2027	2028	2029
Revenue vehicle miles	96,954	97,924	98,903	99,892	100,891	101,900	102,919	103,948
Total vehicle miles	108,937	110,026	111,127	112,238	113,360	114,494	115,639	116,795
Revenue vehicle hours	5,542	5,597	5,653	5,710	5,767	5,825	5,883	5,942
Total vehicle hours	5,819	5,819	5,819	5,819	5,819	5,819	5,819	5,819
Passenger trips	4,617	4,663	4,710	4,757	4,804	4,853	4,901	4,950
Fatalities	0	0	0	0	0	0	0	0
Reportable injuries	0	0	0	0	0	0	0	0
Collisions	0	0	0	0	0	0	0	0
Gasoline fuel Consumed (gal)	15,368	15,522	15,677	15,834	15,992	16,152	16,313	16,477
Dial-A-Ride Service								
Revenue vehicle miles	49,875	50,374	50,877	51,386	51,900	52,419	52,943	53,473
Total vehicle miles	56,039	56,599	57,165	57,737	58,314	58,898	59,487	60,081
Revenue vehicle hours	4,223	4,223	4,223	4,223	4,223	4,223	4,223	4,223
Total vehicle hours	4,745	4,745	4,745	4,745	4,745	4,745	4,745	4,745
Passenger trips	2,697	2,724	2,751	2,779	2,807	2,835	2,863	2,892
Fatalities	0	0	0	0	0	0	0	0
Reportable injuries	0	0	0	0	0	0	0	0
Collisions	0	0	0	0	0	0	0	0
Gasoline fuel Consumed (gal)	1,695	1,712	1,729	1,746	1,764	1,781	1,799	1,817

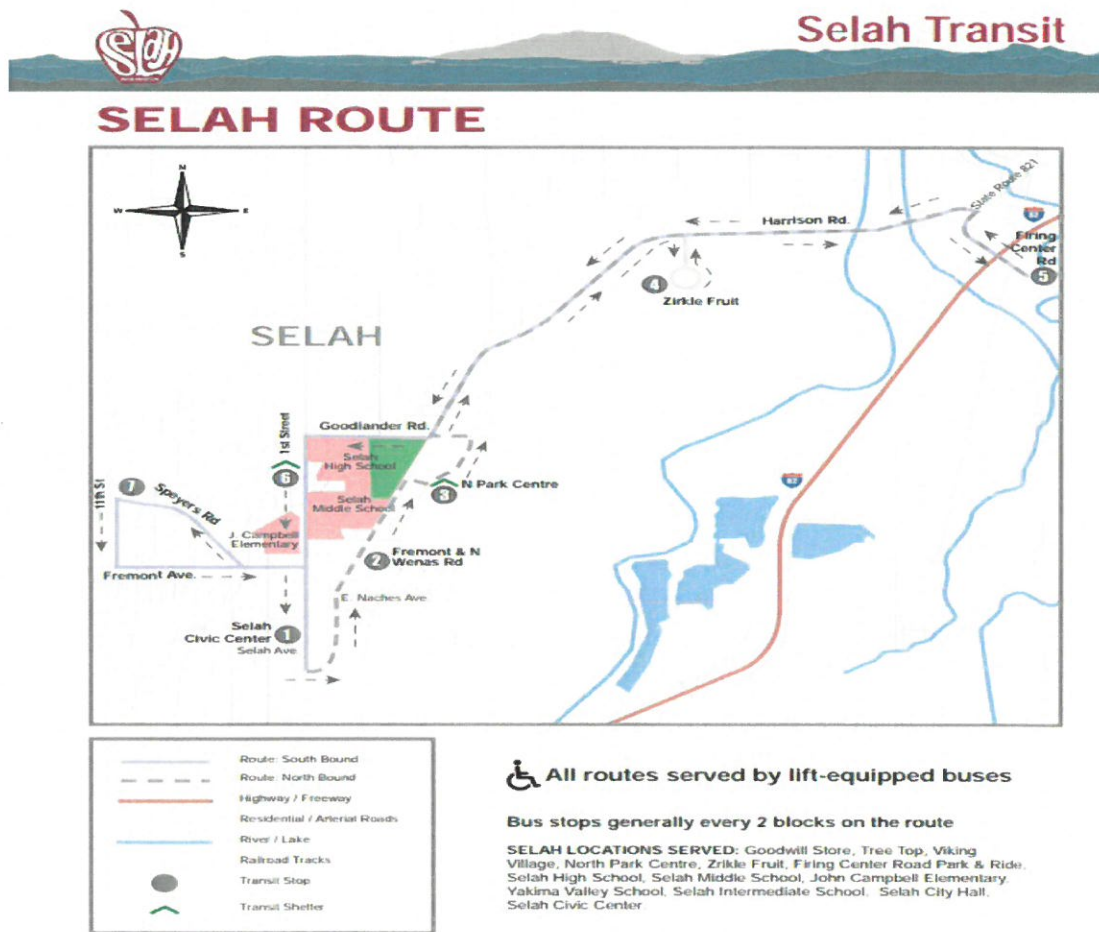
Section 12: Selah Transit - Operating Revenues and Expenditures 2022-2029(All figures in whole dollars)

	2022	2023	2024	2025	2026	2027	2028	2029
Beginning Balance	665,364	639432	673769	709951	748075	788247	830576	875178
Revenues								
Sales Tax	675214	600000	609000	618135	627407	636818	646370	656066
Federal Operating Grants								
WSDOT Grants	16930							
Other	11508	11000	11220	11444	11673	11907	12145	12388
Total Available	1369016	1398094	1446198	1496480	1549052	1604030	1661537	921,502
Operating Expenses								
Contracted Fixed Route	229700	233146	236643	240192	243795	247452	251164	254931
Contracted Paratransit ADA	56360	57205	58063	58934	59818	60716	61626	62551
Contracted Commuter YAK-ELL	16,000	16,240	16,484	16,731	16,982	17,237	17,495	17,758
Administration	118813	121783	124828	127949	131147	134426	137787	141231
Total Expenses	420873	428374	446018	443806	451743	459830	468072	476471
Net Cash Available	948143	822058	857972	895724	935413	977141	1021019	1067160
Capital Revenue								
Sales Tax Revenue								
WSDOT Grant - Capital								
Other								
Total Capital Revenue								
Capital Expenditures								
Minor Equipment								
Facilities	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000
Shelters/Benches/Signs								
Transfer Out OP	297711							
Total Capital Expenditures	308711	11,000	11,000	11,000	11,000	11,000	11,000	11,000
Ending Cash Balance 12/31	639432	811058	846972	884724	924413	966141	1010019	1056160

Section 13: List of Equipment

Year	Make	Model	VIN #	Seats	Lift/Ramp	Vehicle #
2001	Ford	E-350	1FDWE35L41HB26683	8	YES	111
2017	Ford	E-350	1FDEE3FS6HDC15500	12	YES	112
1993	Ford	E-350	1FDKE30G2PHB98810	12	YES	113
2006	Ford	E-350	1FDWE35L16DA47499	11	YES	115
2017	Dodge	Grand Caravan	2C4RDGBG5HR860010	3	YES	77
2017	Ford	E-350	1FDEE3FS0HDC01219	8	Yes	117

Section 13: Route Maps, Schedules, and Rules



46 For Selah Transit information, call 619-1639



Selah Transit

Selah Route - **Monday thru Friday** | Ruta de Selah - Lunes a Viernes

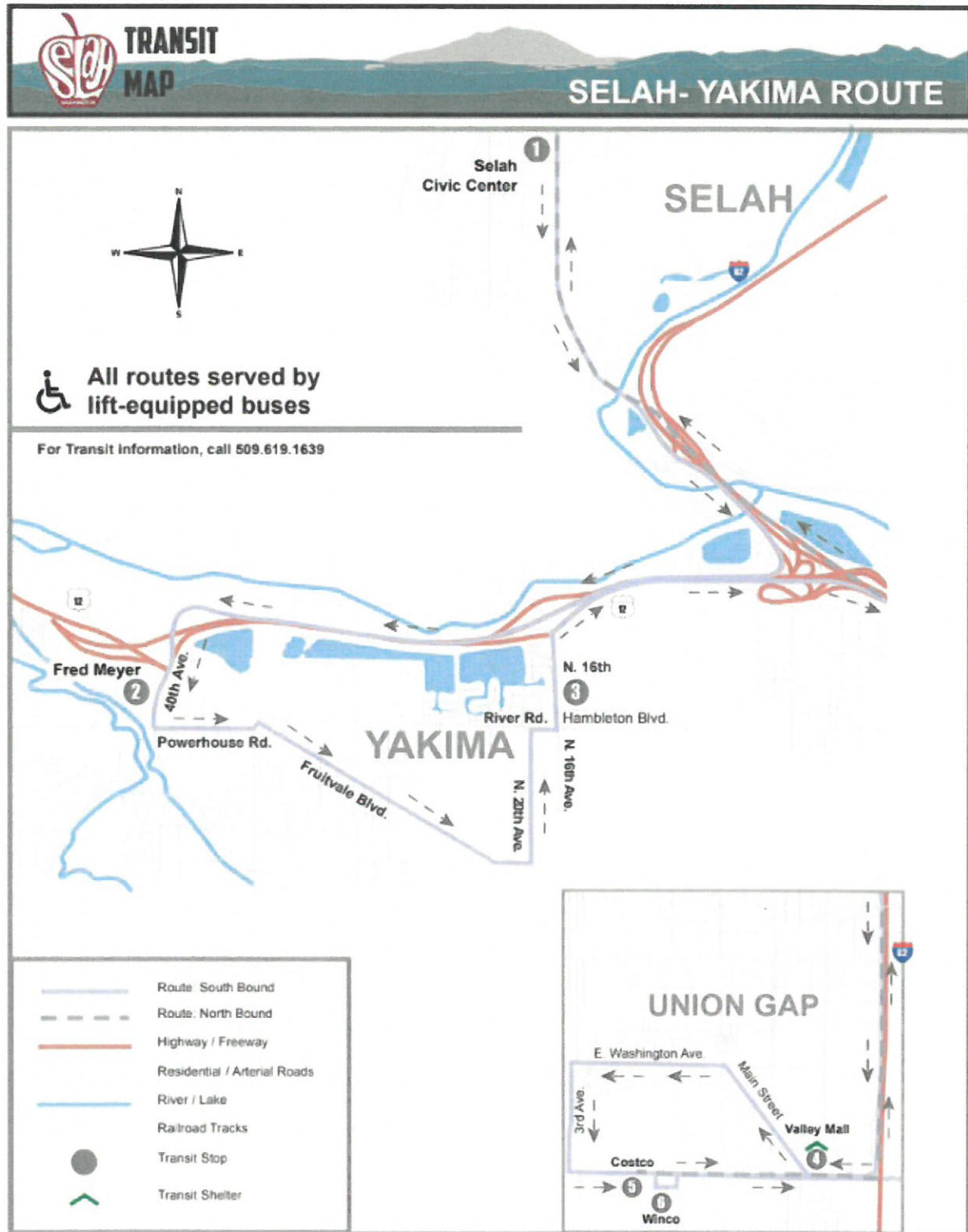
	Selah Civic Center	Fremont & N. Wenas Rd.	North Park Centre	Zirkle Fruit	Selah Firing Ctr. Rd. Park & Ride	Selah High School N. 1st St.	Speyers Rd. & 11th St.	Selah Civic Center
AM	6:45	6:52	6:54	6:57	7:02	7:05	7:10	7:15
	7:20	7:27	7:29	7:32	--	7:37	7:42	7:47
	7:52	7:59	8:01	8:04	--	8:09	8:14	8:19
	8:24	8:31	8:33	8:36	--	8:41	8:46	8:51
	8:56	9:03	9:05	9:08	--	9:13	9:18	9:23
	9:28	9:35	9:37	9:40	--	9:45	9:50	9:55
	10:00	10:07	10:09	10:12	--	10:17	10:22	10:27
	10:32	10:39	10:41	10:44	--	10:49	10:54	10:59
	11:04	11:11	11:13	11:16	--	11:21	11:26	11:31
PM	1:30	1:37	1:39	1:42	--	1:47	1:52	1:57
	2:02	2:09	2:11	2:14	2:19	2:22	2:27	2:32
	2:37	2:44	2:46	2:49	--	2:54	2:59	3:04
	3:09	3:16	3:18	3:21	--	3:26	3:31	3:36
	3:41	3:48	3:50	3:53	3:58	4:01	4:06	4:11
	4:16	4:23	4:25	4:28	--	4:33	4:38	4:43
	4:48	4:55	4:57	5:00	5:05	5:08	5:13	5:18
	5:23	5:30	5:32	5:35	--	5:40	5:45	5:50

Selah Route - **Saturday** | Ruta de Selah - Sábado

	Selah Civic Center	Fremont & N. Wenas Rd.	North Park Centre	Zirkle Fruit	Selah Firing Ctr. Rd. Park & Ride	Selah High School N. 1st St.	Speyers Rd. & 11th St.	Selah Civic Center
AM	10:30	10:37	10:39	10:42	--	10:47	10:52	10:57
	11:02	11:09	11:11	11:14	--	11:19	11:24	11:29
	11:34	11:41	11:43	11:46	--	11:51	11:56	12:01
PM	2:00	2:07	2:09	2:12	--	2:17	2:22	2:27
	2:32	2:39	2:41	2:44	--	2:49	2:54	2:59
	3:04	3:11	3:13	3:16	--	3:21	3:26	3:31
	3:36	3:43	3:45	3:48	--	3:53	3:58	4:03
	4:08	4:15	4:17	4:20	--	4:25	4:30	4:35
	4:40	4:47	4:49	4:52	--	4:57	5:02	5:07

For Selah Transit Information, call 619-1639 47

Selah - Yakima Route





Selah Transit

Selah/Yakima Route - **Monday thru Friday** | Ruta de Selah y Yakima - Lunes a Viernes

	Departs Selah Civic Center	Fred Meyer	North 16th Ave.	Valley Mall	Costco	Winco	Arrives Selah Civic Center
AM	6:30	6:40	6:48	7:00	--	--	7:13
	7:18	7:28	7:36	7:48	--	--	8:01
	8:06	8:16	8:24	8:36	--	--	8:49
	8:54	9:04	9:12	9:24	--	--	9:37
	9:42	9:52	10:00	10:12	10:19	10:24	10:40
	10:45	10:55	11:03	11:15	11:22	11:27	11:43
PM	1:45	1:55	2:03	2:15	2:22	2:27	2:43
	2:48	2:58	3:06	3:18	3:25	3:30	3:46
	3:51	4:01	4:09	4:21	4:28	4:33	4:49
	5:50	6:00	6:08	6:20	--	--	6:33

Selah/Yakima Route - **Saturday** | Ruta de Selah y Yakima - Sábado

	Departs Selah Civic Center	Fred Meyer	North 16th Ave.	Valley Mall	Costco	Winco	Arrives Selah Civic Center
AM	10:30	10:40	10:48	11:00	11:07	11:12	11:28
	11:33	11:43	11:51	12:03	12:10	12:15	12:31
PM	2:30	2:40	2:48	3:00	3:07	3:12	3:28
	3:33	3:43	3:51	4:03	4:10	4:15	4:31

For Selah Transit information, call 619-1639 49



TELEPHONE INFORMATION HOURS:

Monday – Friday: 7 AM – 6 PM • Sat: 8 AM – 6 PM • Sun: 8 AM – 4 PM

RIDER NOTICE - Beginning January 1, 2019 to ride the Selah Transit buses you will need to purchase a bus pass for individual rides or a monthly bus pass. The cost for individual bus passes is 1.00 per day. Monthly bus passes will be \$30.00 for non-Selah residents and \$15.00 for Selah residents. Dial A Ride ticket books will also be available for purchase for those who qualify to use Selah Dial A Ride. Dial A Ride tickets will be \$2.00 per boarding and ticket books will be available for \$20.00. Bus passes and Dial A Ride ticket books will be available for purchase at Selah City Hall, the Selah Civic Center, Medstar Transportation as well as from the Selah Transit Drivers. Children 5 and under ride free.

ACCESSIBILITY- All transit buses are wheelchair accessible.

All of Selah Transit's buses are lift-equipped to accommodate our passengers using mobility devices such as wheelchairs.

BUS STOPS- See map or call 619-1639 for assistance.

LOST AND FOUND- Lost items are held for 30 days.

BICYCLES

Our transit buses are equipped with bike racks.

Selah Transit assumes no liability for damage or theft when using bike racks. Use the bike racks at your own risk and monitor your bike when it is on the racks. Please follow the bike rack instructions when loading/unloading.

LOADING YOUR BIKE

1. Pull up to release arm & allow it to drop down slowly.
2. Lift bike onto rack putting bike in the inside slot first.
3. Raise support arm over top of front tire & release to fit over tire making sure support arm is resting on tire not metal.

UNLOADING YOUR BIKE- (inform driver you need to unload bike)

1. Raise arm off the tire & allow it to drop down slowly.
2. Lift bike out of rack.
3. If there is no other bike in the rack, fold the rack up by raising it to the upright position.

RIDING GUIDELINES-

- Shirts and shoes are required
- State law prohibits smoking on the bus
- Take seat quickly & stay seated while the bus is moving
- State law requires the use of seatbelts
- No eating, drinking or listening to music w/out headphones
- Keep feet and carry-on items including strollers out of the aisles
- Non service animals must be in cages
- Children under 6 must be with an adult or older child
- No profanity or rude behavior allowed on the bus
- Bikes must be in bike racks. No rollerblades
- The first few seats are reserved for the elderly and riders with special mobility needs. Please give up those seats when requested.
- Please let the driver know ahead of time if you want to get off the bus, and after exiting, wait for the bus to leave before crossing the street.
- Flag stops will only occur when the driver feels it is safe to do so.

SELAH DIAL-A-RIDE-

This program is a great way for Selah residents with mental or physical disabilities, temporary injury or illness to travel when needed within the cities of Union Gap, Selah, and Yakima. In order to become eligible to ride Dial-A-Ride each applicant must complete & submit an application which includes a medical evaluation of their disability, temporary injury or illness. **For an application call 509-619-1639.**

INFORMACIÓN TELEFÓNICA :

Lunes a Viernes: 7 AM - 6 PM • Sáb: 8 AM - 6 PM • Dom: 8 AM - 4 PM

AVISO AL CLIENTE - Comenzando el 1 de Enero de 2019 para viajar en los autobuses de tránsito Selah tendrá que comprar boletos para paseos individuales o un pase de autobús mensual. El costo del boleto de autobús individual es \$1.00 por día. Los boletos de autobús costarán \$30.00 para los clientes que no son residentes de Selah y \$15.00 para los que si son residentes de Selah. Los libros de boletos del servicio de Selah Dial A Ride también estarán disponibles para la compra para aquellos que califiquen para usar Selah Dial A Ride. Los boletos para Selah Dial A Ride costarán \$2.00 por embarque y los libros de boletos estarán disponibles por \$20.00. Los pases de autobús y los boletos de viaje para Selah Dial A Ride estarán disponibles para su compra en el City Hall de Selah, el centro cívico de Selah, en la oficina de Medstar, y también estarán disponibles con los conductores del tránsito de Selah. Niños menores de 5 años viajan gratis.

SERVICIOS ACCESIBLES - Todos los autobuses de tránsito son accesibles para minusválidos. Todos los autobuses de tránsito de Selah son equipados con elevadores para dar cabida a nuestros pasajeros que utilizan dispositivos de movilidad como sillas de ruedas.

BUS STOPS- Ver mapa o llame al 619-1639 para obtener ayuda.

ARTÍCULOS PERDIDOS- Objetos perdidos y fundadores perdidos se llevan a cabo durante 30 días.

BICICLETAS

Nuestros autobuses de tránsito están equipados con bastidores de bicicletas. Selah Transit asume ninguna responsabilidad por daños o robo cuando se utiliza bastidores de bicicletas. Usa los bastidores de bicicletas a su propio riesgo y controlar su bicicleta cuando está en los bastidores. Por favor, siga las instrucciones portabicicletas cuando se carga / descarga.

CARGAR LA BICICLETA

1. Ponga hacia arriba para liberar el brazo y permitir que caiga abajo lentamente.
2. Levante la bicicleta sobre la rejilla poniendo en bicicleta en el interior de la ranura por primera vez.
3. Levante el brazo de soporte sobre la parte superior del neumático delantero y de liberación para encajar en fabricar neumáticos brazo de soporte seguro está descansando en el neumático no metálica.

DESCARGA DE SU BICICLETA - (informar controlador que necesita para descargar bicicleta)

1. Levantar el brazo de la llanta y la deje caer hacia abajo lentamente.
2. Levante la bicicleta fuera del bastidor.
3. Si no hay otra bicicleta en el estante, el estante veces por elevándolo a la posición vertical.

REGLAS PARA VIAJAR-

- Se requieren camisas y zapatos
- La ley estatal prohíbe fumar en el autobús
- Tome asiento rápidamente y permanecer sentado mientras el autobús está en movimiento
- La ley requiere el uso de cinturones de seguridad
- No se permite comer, beber o escuchar música de entrada / salida de auriculares
- Mantenga los pies y el equipaje de mano, incluyendo sillas de paseo fuera de los pasillos
- Animales no disponen del servicio deben estar en jaulas
- Los niños menores de 6 años deben estar acompañados por un adulto o un niño mayor
- No hay malas palabras o comportamiento grosero permitido en el autobús
- Las bicicletas deben estar en bastidores de bicicletas. No hay patines
- Los primeros asientos están reservados para los ancianos y los corredores con necesidades especiales de movilidad. Por favor, renunciar a esos asientos cuando se le solicite.
- Por favor, deje saber al conductor antes de que se quiera bajar del autobús, y después de salir, esperar a que el autobús para salir antes de cruzar la calle.
- Las paradas de bandera sólo se producirán cuando el conductor considere que es seguro hacerlo.

SELAH DIAL-A-RIDE- Este programa es una gran manera para que los residentes de Selah con discapacidades mentales o físicas, daño temporal o enfermedades de viajar cuando sea necesario dentro de las ciudades y Union Gap, Selah, y Yakima. Con el fin de ser elegibles para montar Dial-A-Ride cada solicitante debe completar y presentar una solicitud que incluye una evaluación médica de su discapacidad, lesión o enfermedad temporal. Para una aplicación llame a 574-8000.



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 8/8/2023

Agenda Number: 13-A

Action Item

Title: Resolution Authorizing the Mayor to Sign a Twelve-Page Janitorial Services Agreement with ABM Industry Groups, LLC, and Also Authorizing City Staff to Issue Written Notice of Termination to Operation Omni

From: Joe Henne, City Administrator

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: \$5,944.15 per month (\$71,329.80 per year)

Funding Source: 001, General Fund

Background/Findings/Facts: For several months, City staff and officials have contemplated hiring a different janitorial company to provide cleaning services at the Civic Center, Police Department, Public Works Department and City Hall. The City presently obtains such services from Operation Omni and its owner-operator, Betty McCullough.

City staff drafted and published a Request for Proposals, which outlined the frequency and scope of cleaning services that are desired. Multiple companies, including Operation Omni, submitted written proposals. Following review and evaluation, City staff concluded that the proposal from ABM Industry Groups, LLC (ABM) presents the best value for the expected quality of services.

ABM supplied a copy of its standard form agreement, labeled "Janitorial Services Agreement". The City Attorney reviewed it and proposed several substantive changes, including changing the durational term from a one-year arrangement to a month-to-month arrangement. A final, modified version has now been preliminarily agreed to between ABM and City staff.

Attached hereto is a proposed twelve-page Janitorial Services Agreement. As recited on its Exhibits, the applicable monthly cost will be \$5,944.15.

Via the attached proposed Resolution, City staff seeks the City Council's approval for the Mayor to sign the new Janitorial Services Agreement with ABM and, also, for staff to send a written notice of termination to Operation Omni. Operation Omni is entitled to thirty days advance notice of termination, so it is contemplated that ABM will take over in mid-September or perhaps effective on October 1, 2023.

/

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. 3042

RESOLUTION AUTHORIZING THE MAYOR TO SIGN A TWELVE-PAGE JANITORIAL SERVICES AGREEMENT WITH ABM INDUSTRY GROUPS, LLC, AND ALSO AUTHORIZING CITY STAFF TO ISSUE WRITTEN NOTICE OF TERMINATION TO OPERATION OMNI

WHEREAS, the City is currently receiving janitorial services at the Civic Center, Police Department, Public Works Department and City Hall from Operation Omni; and

WHEREAS, the City desires to hire a different janitorial company to provide cleaning services at such locations; and

WHEREAS, City staff drafted and published a Request for Proposals, and in response received multiple written proposals; and

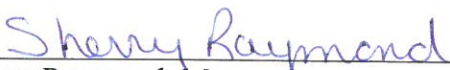
WHEREAS, upon review and comparison, City staff concluded that the proposal by ABM Industry Groups, LLC (ABM) presents the best value for the expected quality of services; and

WHEREAS, a twelve-page Janitorial Services Agreement has been prepared, and its terms are acceptable to City staff; and

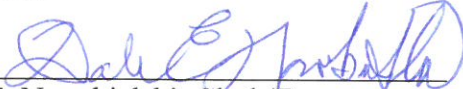
WHEREAS, the City Council finds that good cause exists to engage ABM and, relatedly, to terminate the engagement of Operation Omni;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor is authorized to sign the twelve-page Janitorial Services Agreement with ABM in the form appended hereto, and, further, that City staff is authorized to issue written notice of termination to Operation Omni.


PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 8th day of August, 2023.


Sherry Raymond, Mayor

ATTEST:


Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:


Rob Case, City Attorney



Janitorial Services Agreement

- ☒ Janitorial/Custodial Services
- ☐ Day Porter Service
- ☐ Ambassador Service
- ☐ Parking
- ☐ Transportation
- ☐ Facilities Engineering
- ☐ HVAC/Mechanical
- ☐ EV Charging Stations
- ☐ Other



JANITORIAL SERVICES AGREEMENT

This Janitorial Services Agreement (the "Agreement") is made AUGUST 8 2023, between **ABM Industry Groups, LLC** ("ABM") and **City of Selah** ("Client").

1. **Services.** ABM will provide janitorial and related services to Client or its agent at the locations and according to the scope of services attached hereto as Exhibit A (the "Services"). ABM may perform the Services by any reasonable means and shall not be responsible for delays in performance beyond its control. ABM's performance of the Services shall be subject to the personal satisfaction of Client; however, if Client is dissatisfied in full or in part as to any instance where ABM provided Services, Client must notify ABM within 10 business days and specify the reason(s) why Client is dissatisfied or the Services in question shall be deemed accepted by Client.

2. **Month-to-Month.** The parties' relationship under this Agreement shall exist on a month-to-month basis, commencing _____, and continuing until such time as either party effectuates a termination of the relationship according to the terms of this Agreement.

3. **Termination.** Either party may terminate the parties' relationship under this Agreement effective at 11:59 p.m. on the last day of a given calendar month, without necessity of cause or breach, by providing advance written notice to the other party at least 30 days preceding the date that the termination becomes effective. All property furnished by ABM shall remain its property, and upon termination of the parties' relationship ABM shall have a reasonable time to remove its property from Client's premises.

a. **Warn Act.** This subsection is only applicable for Client locations where the number of ABM employees assigned is equal to or exceeds 50 employees at any time during the six-month period prior to termination. In order to assure WARN Act compliance, Client shall provide at least 75 days' prior written notice of termination, unless the location is destroyed or otherwise rendered uninhabitable due to unforeseen circumstances.

4. **Price.** Client agrees to pay ABM on a monthly basis for the Services in accordance with the schedule attached as Exhibit B (the "Price"), including any potential increase(s) effectuated pursuant to paragraph 5 below. If Client requires issuance of a Purchase Order Number ("PO") in order for ABM to submit an invoice, Client shall provide ABM with a PO promptly upon execution of this Agreement and shall provide ABM thirty (30) days written notice in advance of any change or update to an existing PO. Any PO issued by Client shall note the applicable Client locations and all new, updated and PO renewals must be sent to PO_Update@abm.com and the local ABM point of contact. Payment shall be due within 20 days from the earlier of the date of invoice or the last day of each month for which services were performed. In the event that Client disputes the accuracy of any invoice, Client shall provide ABM with written notice (notice via electronic mail is acceptable) of the dispute within 30 days of the invoice date. Failure of Client to timely raise a dispute shall be deemed an acceptance of the services provided and the accuracy of the invoice. Client shall not withhold payment on any undisputed portions of any invoice. No credit(s) will be permitted for Service deficiencies without ABM first receiving from Client notice and reasonable opportunity to cure. A late charge of the lesser of (a) 1.5% per month or (b) the maximum rate permitted by law, shall be paid by Client to ABM on any past due payment not received within 15 days after the payment due date. If Client's account is referred to an agency or attorney for collection, Client shall reimburse ABM for its attorneys' fees and collection costs.

5. **Price Increases.** The parties agree that the Price may be increased by ABM, following proper notice as specified in this paragraph, due to factors beyond ABM's reasonable control including but not limited to: local, state and/or federal government mandated wage/health and welfare increases; union mandated wage/health and welfare increases, and associated payroll costs where applicable; payroll tax increases; union pension increases where applicable; and subcontracting costs, material costs, or other supply and insurance and cost changes including but not limited to increases resulting from insufficient labor supply in certain affected markets as of the date incurred.

ABM shall provide advance written notice to Client at least 30 days preceding the date that the Price increase becomes effective. Client's obligation for paying any validly-noticed Price increase shall survive the termination of the parties' relationship.

6. Price Adjustments. The (original) Price is based upon the service area and frequency of Services in the attached specifications (Exhibit B). If there is any change in either, Client and ABM will negotiate in an attempt to agree to a reasonable Price adjustment. Similarly, if any extraordinary event affects ABM's costs, ABM shall provide written notice to Client and the parties will negotiate in an attempt to agree to a reasonable Price adjustment. Such extraordinary events shall include: armed hostilities, riots, strikes, picketing, boycott, acts of God, national financial or economic disturbances, epidemics, pandemics, quarantine or government mandated shutdown, generalized lack of availability of supplies, and other events not reasonably foreseeable or against which ABM reasonably cannot protect itself.

7. (Omitted.)

8. Holidays. ABM is not obligated to perform Services on the following holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Services on these holidays, when requested by Client, shall be charged on an over-time basis. Further, if such holiday is on the sixth or seventh day of the work week, there shall be an additional charge of a full day at straight time if ABM is required to pay wages to its worker(s) for that day.

9. Indemnification. ABM shall indemnify, hold harmless, and defend at its immediate burden and continuing expense, Client and its agents, employees, invitees and insurers from loss, liability, cost, or expense (including reasonable attorneys' fees) for bodily injury, death and property damage (hereinafter referred to as "Claims(s)") but only to the extent same are caused by the negligence, misconduct or other fault of ABM, its agents and employees, and which arise out of work performed under this Agreement. The foregoing provision shall only benefit Client if Client notifies ABM in writing of such Claim within 5 days of same being reported to Client or its representative. Notwithstanding the foregoing, if ABM is required by Client to clean or wax floors while one or more agent, employees or invitee of Client is physically present, ABM shall not be responsible for any Claim(s) in connection therewith. ABM shall not be liable for delay, loss or damage caused by warfare, riots, strikes, boycotts, criminal acts, acts or omissions of others; nor for fire, water damage, natural calamity or causes that was or were beyond ABM's reasonable control. ABM shall not be liable for disposal of documents or valuable items (other than office furnishings) when such were deposited by Client into a trash or recycling container or were left on the floor in such a location or manner so as to indicate an obvious intention to designate them as trash or recycling; if any doubt exists, ABM shall not dispose of documents or other items that are left on the floor; and Client shall indemnify and hold harmless ABM from Claim(s) for disposal of documents and items when no doubt existed. Client agrees to keep its facilities in a safe condition and in conformance with federal, state, and local laws, ordinances and regulations. Client shall immediately notify ABM of any unsafe conditions in the area to be serviced. Any nonperformance of any Services due to unsafe working conditions not caused by ABM shall not give rise to a breach hereunder nor for non-payment by Client for Services performed. Client shall indemnify, defend and hold harmless ABM from Claim(s) to ABM's employees and others resulting from the condition of Client's premises or equipment but only to the extent same are not caused by ABM's fault.

10. Warranties. ABM DOES NOT REPRESENT OR WARRANT THAT USING THE SERVICES HEREIN OR THAT ANY CLEANING OR DISINFECTING PROCESSES WILL ELIMINATE THE PRESENCE OR RISKS OF SPREADING INFECTIOUS DISEASE AND VIRUSES. ALL SERVICES ARE PROVIDED AS IS, WHERE IS, AND FOR COMMERCIAL USE ONLY WITHOUT ANY REPRESENTATION OR WARRANTY OF EFFECTIVENESS OR SUCCESS. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THOSE OF MERCHANTABILITY, SATISFACTORY QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE. ABM EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES THAT CLIENT'S USE OF THE SERVICES WILL SATISFY ANY STATUTORY OR REGULATORY OBLIGATIONS, OR WILL ASSIST WITH, GUARANTEE OR OTHERWISE ENSURE COMPLIANCE WITH ANY APPLICABLE LAWS OR REGULATIONS. ABM ALSO EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES MADE BY THE MANUFACTURERS OR DISTRIBUTORS OF ANY CLEANING PRODUCTS OR EQUIPMENT USED BY ABM

TO PERFORM THE SERVICES. CLIENT ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICES AND SELECTED CLEANING PRODUCTS AND EQUIPMENT ARE SUFFICIENT FOR CLIENT'S DESIRED PURPOSES.

11. Limitation of Liability. Except as may be owed to a third party under a party's indemnification obligations, neither ABM nor Client, or their respective owners, officers, directors, employees, agents or affiliates, shall be liable one to the other whether under contract, statute, tort (including negligence) or otherwise, for any indirect, exemplary, unforeseeable, loss of profits, loss of use, punitive or consequential, incidental, or special damages, even if that party is notified in advance of such possibility, regardless of the form of the claim or action. Notwithstanding any other provision in this Agreement and in any event, ABM shall not be liable for any breach of its duties or obligations under this Agreement in an amount that exceeds the amounts paid to ABM under this Agreement in the preceding twelve months.

12. Insurance and Taxes. ABM agrees to maintain in full force and effect during the term of this Agreement the following insurance coverages with regard to the work performed for Client under this Agreement: (a) Commercial General Liability insurance with limits for bodily injury and property damage of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate; (b) Commercial Automobile Liability insurance with limits of liability for bodily injury and property damage of not less than \$1,000,000 per occurrence; and (c) Workers' Compensation insurance with statutory limits and with an employers' liability limit of at least \$500,000 (except to the extent that ABM has opted out of the workers compensation insurance system in Texas). ABM has the right to be self-insured where permitted by state law or to provide such coverage subject to a deductible or self-insured retention. Upon request, ABM will provide Client with a certificate of insurance describing the coverage provided in accordance with these provisions. ABM, Client and their insurers shall waive all rights of subrogation against one another for property damage claims. ABM shall be responsible for paying all payroll-based taxes affecting its employees. Client agrees to pay for any sales and use taxes as well as increases in any taxes, workers' compensation, liability insurance and other similar expenses of ABM.

13. Independent Contractor. ABM is an independent contractor and all persons employed to furnish the Services hereunder are exclusively, and shall be, employees of ABM and not of Client. ABM will pay for all wages, expenses, federal and state payroll taxes and any similar tax relating to such employees and will provide uniforms in accordance with ABM's established standards.

14. Employees. Upon written request by Client, ABM will remove from service any employee assigned to Client's premises who Client believes has engaged in any improper conduct, including but not limited to: a breach of Client's policies, a violation or breach of this Agreement, or failure to perform the duties herein. ABM shall supervise its employees through ABM's designated personnel.

15. (Omitted.)

16. Facilities at Client Location. If required to enable ABM to carry out the Services, Client will at its own expense provide at the Client's location(s) for ABM its employees: (a) such complete and uninterrupted access as ABM may reasonably require at the times set out in an attached Schedule; (b) all necessary utility services; (c) storage space that provides safe custody of ABM's supplies and equipment; and (d) such other facilitation as ABM may reasonably need to perform the Services.

17. Keys. ABM shall not be provided master keys to any Client property. Should access to a master key be required, Client will provide a key box or lock box for such master key(s) at the property. Notwithstanding anything to the contrary in this Agreement, ABM shall not be responsible for any damages including, without limitation, any costs incurred in re-keying or changing locks caused by the loss or theft of such key(s).

18. Notices. Notices, requests, demands, etc., shall be written, either hand-delivered or mailed with postage prepaid, and respectively addressed as follows:

to Client:

Selah City Hall
ATTN: City Administrator
ATTN: Clerk-Treasurer
ATTN: City Attorney
115 W. Naches Ave.
Selah, WA 98942

to ABM:

ABM Industry Groups, LLC
ATTN: Karl Bowen
112 N Altamont St
Spokane, WA 99202

With a copy to:

LegalNotice@abm.com

Attn: Deputy General Counsel, Commercial

19. No Subcontracting by ABM; Non-Assignment by Client. ABM shall not subcontract with any other person or entity, nor assign or transfer any duties or obligations to any other person or entity, without the prior written approval of Client. However, the foregoing sentence shall not be construed to restrict or prohibit assignment of this Agreement or of any rights or obligations hereunder, in whole or in part, by ABM to any affiliate of ABM or to a successor to all or substantially all of the assets of ABM. Client shall not assign its position in and under this Agreement to any other person or entity, without the prior written approval of ABM.

20. Force Majeure. Neither party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine or government mandated shutdown, civil commotion, breakdown of communication facilities, natural catastrophes, strikes, fire, explosion, and generalized lack of availability of supplies (collectively "Force Majeure"). For the avoidance of doubt, Force Majeure shall not include a party's financial inability to perform its obligations hereunder. The party affected by Force Majeure must provide prompt written notice (in no event more than five business days) to the other party upon the onset of the Force Majeure event, and such notice shall describe the event in detail with a reasonable approximation of the expected duration of the event's effect on the party.

21. Entire Agreement. This Agreement contains the entire agreement between the parties. All prior negotiations between the parties are superseded and replaced by this Agreement, and there are no understandings or agreements other than those incorporated herein. This Agreement may not be modified except by written instrument signed by both parties. In the event of conflict between any of the foregoing provisions of this Agreement and any other contract, purchase order, agreement or specification between the parties, this Agreement shall be controlling. This Agreement shall inure to and bind the successors, assigns, agents and representatives of the parties.

22. General Provisions. This Agreement shall be interpreted so that all of the provisions herein are given as full effect as possible. If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which shall constitute the same instrument.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Client:

City of Selah

By: Sherry Raymond

Name: SHERRY RAYMOND

Title: MAYOR, CITY OF SELAH

ABM:

ABM Industry Groups, LLC

By: [Signature]

Name: Karl Bowen

Title: Branch Manager

Exhibit A: Scope of Services

Cleaning Requirements for the Police Station

Weekly Services

The services listed below shall be accomplished between 5:00 pm and 6:00 am on two nights each week.

1. Dust, Wipe or Spot Clean:

- Horizontal Surfaces and Moldings (within reach)
- Remove hand and fingerprints from doors, windows, light switches, kick and push plates, handles, and metal finishes.
- Remove cobwebs from wall/ceiling area
- Spot clean interior glass in doors, windowsills, and window blinds
- Walls: Remove Noticeable Spots, Stains and Marks to Hand Height (70)

2. Vacuum all Carpeted Areas Thoroughly

- Entryways, walk-off mats, workspaces, offices, stairs, and training room.
- Move chairs and garbage cans (anything light and easy to move).
- Stairs: Sweep or vacuum (as appropriate) to remove visible marks and debris.
- Spot clean carpet areas to remove spilled or soiled stains. Spots are defined as 12" and under with no more than 3 spots or 3 square feet in area total per cleaning. Notify the building Director if spots exceed these parameters.
- All visible dirt, dust and soil is to be removed.

3. Hard (uncarpeted) floors:

- Sweep or vacuum, and then damp mop all uncarpeted floors. Remove dirt, shoe marks and scuffs, stains, and other dirt and grime from uncarpeted surfaces.

4. Trash Removal:

- Empty and replace plastic liners when they are stained, soiled, or torn -Any liner with food on it shall be replaced.
- Trash should be disposed of into the dumpster. Trash will not be stored inside the station.

5. Paper Shredders: Empty as needed:

6. Paper Recycling Containers:

- Empty recyclable contents in exterior recycle dumpsters provided to City.

7. Foyer:

- Wipe down horizontal surfaces, reception window, and front of vending machine.

8. Restrooms:

- Clean and disinfect fixtures, toilets, urinals, sinks, mirrors, and counters.
- Maintain adequate supplies of toilet tissue, urinal deodorizers, paper towels, liquid hand soap, and room deodorizer.
- Note: Cleaning tools used in restrooms shall not be used in office spaces and other areas (i.e., rags, mops, sponges, gloves, etc.)

9. Kitchen:

- Clean and disinfect kitchen counters and sink, stove top, and water dispensers.

NOTE: Vendor is expected to wash the dishes.

10. Janitorial Closet:

- Keep closet clean, orderly, and deodorized.
- All cleaning materials will be disposed of properly.
- Cleaning wipes will not be flushed down toilets.

Monthly Services

(One Day Each Month) in addition to daily and weekly services:

1. Dust and clean workspace countertops unless covered with papers, all furniture including chairs, tables, filing cabinets, bookcases, shelves, windowsills, door frames, picture and artwork frames, molding and counters.
2. Dust the tops of all office furniture.
3. Damp clean Training Room (SPD) tables and chairs if needed, using sanitizer, remove any stains.
4. Remove fingerprint smudges from interior door glass, interior windows, and all glass surfaces.
5. Vacuum under chair carpet protectors and clean, as needed (visible dirt or stains).
6. Vacuum upholstered chairs as needed.
7. Edge vacuum carpets where regular vacuuming does not normally reach.

Quarterly Services

(February, May, August, and November) in addition to daily and weekly services:

1. Dust or vacuum, and spot clean all window blinds (both sides).
2. Dust or vacuum, and spot clean all supply and return air grilles and diffusers, high or low, to remove all visible dust and dirt.
3. Vacuum all edges and corners prior to shampooing carpets.
4. Damp clean base moldings, as needed.
5. Machine scrub all vinyl restroom and kitchen floors using a detergent.

Bi-Annual Services

(Two times each year, over a weekend April and October): The vendor will coordinate this service with the building Administrator or their designee five (5) days before it takes place. Any additional employees used by the vendor to complete this service need to undergo a background check (State requirement). Vendor should allow thirty (30) days for the background check to be completed.

1. Clean all Interior and Exterior Windows.
2. Shampoo all carpets and rugs using steam extraction or agitation and immediately follow with hot water extraction method to remove all soap. Spot removal shall be performed with a commercial grade spot remover. Cleaning will be scheduled to allow maximum drying time before next business day.
3. Thoroughly clean, strip and/or wax all hard surface floors whether, vinyl, linoleum, tile, stone, or concrete.
4. Damp clean base moldings to remove smudges and marks from walls, doors, handrails with soap and water. Rinse thoroughly with clean water.

Cleaning Requirements for the Selah Civic Center

Daily Services

In addition to all items listed above for the Police Station – all of which are required duties to be completed at the Civic Center as well – the following tasks specifically apply to the Civic Center:

1. At the Civic Center cleaning is to be done regularly 7 days a week (except that cleaning on the holiday dates specified in the Agreement shall only occur when specifically requested by Client). Vendor is expected to do the work when the Civic Center is minimally populated or closed. Typical Civic Center office hours are: Monday through Friday from 8:00 a.m. to 5:00 p.m. User groups frequently use the Civic Center during evenings and on weekends, in addition to during regular business hours. Client will provide ABM with updated use schedules as user groups book events at the Civic Center.
2. Any item requiring maintenance or repairs shall be reported to the Department Manager. Items like plugged toilets, leaking pipes, loose tile, inoperative lights, or any security issues etc. are expected to be reported immediately upon finding them. Emergency repairs during off hours (i.e. after 5:00 PM and before 8:00 AM) such as broken pipes, floods, or serious roof leaks should be reported to Public Works staff immediately after discovery at 509-698-7365.
3. Cleaning service employees should not enter City buildings except to perform their work and shall not bring non-employees or family members into the facility during their contract work hours. Vendor employees are to secure the building when they leave the premises.
4. Walls, carpet, and upholstery in poor condition will be noted at the beginning of the contract period. Vendor employees will not be held responsible for existing spots and worn, damaged furniture or carpet stains
5. Remove all obvious soil, streaks, smudges, etc. from drinking fountains; then disinfect all porcelain and polished metal surfaces including the spout of drinking fountain. All will be free from streaks, stains, spots, smudges, scale, and other obvious removable soil.
6. All garbage collected is to go in dumpsters located on site.
7. Clean all glass on doors and windows. This includes display case as well as both sides of office windows and doors. After cleaning, the surface will present a uniform appearance free of all smudges, fingerprints, stains, streaks, lint, etc.
8. Dust mop floors. Mop floor when soiled. Areas must be thoroughly cleaned to remove dust, dry soil, food and other surface debris. All areas under chairs, trash receptacles and other furnishings, which are accessible, will be cleaned as well. Keep vent areas clean of debris. After cleaning, surfaces, including corners, cracks, and places accessible to the cleaning equipment will be free of all visible soil, streaks, litter and spots caused by spills.
9. Clean outside of building within 20 feet of entrance, picking up visible trash.
10. Keep all EXIT areas, inside and outside, clean and free of debris.
11. Cleaning service is expected even if Vendor employees are out sick or on vacation

Weekend Services

1. Kitchen Area:

- Empty wastebaskets, remove all trash to dumpster and supply fresh liners for wastebaskets.
- Spot clean walls, light switches, cabinets and doors.
- Clean and sanitize all sinks of food and debris.
- Wipe down counter tops, tables, sinks, ovens and fixtures with disinfecting cleaner. Remove fingerprints, food, debris, soot and grease from handles, glass and stainless-steel surfaces.

Cleaning Requirements for the Selah Civic Center

Daily Services

In addition to all items listed above for the Police Station – all of which are required duties to be completed at the Civic Center as well – the following tasks specifically apply to the Civic Center:

1. At the Civic Center cleaning is to be done regularly 7 days a week (except that cleaning on the holiday dates specified in the Agreement shall only occur when specifically requested by Client). Vendor is expected to do the work when the Civic Center is minimally populated or closed. Typical Civic Center office hours are: Monday through Friday from 8:00 a.m. to 5:00 p.m. User groups frequently use the Civic Center during evenings and on weekends, in addition to during regular business hours. Client will provide ABM with updated use schedules as user groups book events at the Civic Center.
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8. Dust mop floors. Mop floor when soiled. Areas must be thoroughly cleaned to remove dust, dry soil, food and other surface debris. All areas under chairs, trash receptacles and other furnishings, which are accessible, will be cleaned as well. Keep vent areas clean of debris. After cleaning, surfaces, including corners, cracks, and places accessible to the cleaning equipment will be free of all visible soil, streaks, litter and spots caused by spills.
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Weekend Services

1. Kitchen Area:

- Empty wastebaskets, remove all trash to dumpster and supply fresh liners for wastebaskets.
- Spot clean walls, light switches, cabinets and doors.
- Clean and sanitize all sinks of food and debris.
- Wipe down counter tops, tables, sinks, ovens and fixtures with disinfecting cleaner. Remove fingerprints, food, debris. soot and grease from handles, glass and stainless-steel surfaces.

- Sweep and wet mop entire floor using a disinfecting cleaner. All areas under chairs, tables, trash receptacles, ovens, fridges and other furnishings, which are accessible, shall be moved to clean and sweep underneath.
- Re-supply all paper towel dispensers to the proper level. The dispensers and adjacent surfaces will be wiped with a germicidal detergent to remove handprints and smudges after filling. The device will be checked after filling for proper operation. Caked or dried soap will be cleaned. Remove the semi-hardened soap from spout of liquid soap dispensers daily. Inoperable devices will be reported to the Facilities Coordinator.
- Clean stoves, and the oven interior to provide an appearance free of spots, streaks, spills, food and grease. Remove any and all debris and waste build up and dispose of in dumpster.
- Dust all horizontal surfaces, furniture, ledges, moldings, including top of refrigerator.

2. Remove obvious dirt and debris around cracks in floor, doors, and corners.

3. Dust and clean all furniture and tabletops with appropriate cleaning agent. After cleaning, the surfaces should have a uniform appearance, free from streaks, smudges, lint, etc., with complete removal of soil from the surface.

- Empty wastebaskets and remove all trash to designated disposal areas. Supply fresh liners for wastebaskets.
- Vacuum floor mats. Spot vacuum carpeted flooring as needed.

After Event Damage Report: *In the event that there are any damages to Civic Center property resulting. From an event, a damage report must be completed by the Vendor or Vendor's Employees and should include detailed notes regarding damage. If possible, photographs should be taken and forwarded to Civic Center staff for documentation purposes. Vendor shall leave the report for the Civic Center manager and notify city staff immediately of any damages which compromise safety, security or could affect the next day.*

Materials and Equipment: The Vendor shall use cleaning products and equipment which are effective and safe for fixtures, furnishings, and finishes in their particular applications. The Civic Center Manager may require the Vendor to select an alternative cleaning product or piece of equipment if the use of that particular product or piece of equipment is ineffective or tends to cause damage to or deterioration of fixtures, furnishings, or finishes in the use being made of it. Cleaning products should be in clearly marked containers.

Level of care: Vendor shall exercise due care at all times to ensure that cleaning products and practices do not cause damage to finishes, furnishings, or fixtures. Vendor shall restore to good condition any items damaged from lack of due care by Vendor's employees.

Cleaning Requirements for the *Public Works and City Hall*

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

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

One Time Per Month Services

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

Four Times Per Year Services

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

Exhibit B: Pricing Schedule

To reduce your costs and build value for your facilities, we focus on new, efficient methods and management of labor and technology to eliminate unnecessary costs and maintain quality. Based on walk-throughs and specifications, discussions with you, and our industry expertise, we determined the best practices for you and infused them into a program designed to meet your service needs.

Prepared for:

City of Selah

Joseph Henne

Services:

Janitorial

Location	Address	Frequency	Price
Selah Police Station	617 S. 1st St. Selah, WA 98942	Two (2) Times Per Week	\$ 484.11
Selah Civic Center	216 S. 1st St. Selah, WA 98942	Seven (7) Times Per Week	\$4,491.82
Selah Public Works	222 S. Rushmore Rd. Selah, WA 98942	Two (2) Times Per Week	\$ 484.11
Selah City Hall	115 W. Naches Ave. Selah, WA 98942	Two (2) Times Per Week	\$ 484.11
		Total Monthly as the "Price"	\$5,944.15*

*Price includes all labor, benefits, payroll taxes and insurance, supervision, equipment, and cleaning supplies (other than restroom and kitchen supplies that are consumed by users such as toilet paper, paper towels, air fresheners, hand soap, and plastic trashcan liners, which items are available at separate pricing).

Special Instances: If extra or non-customary cleaning proves necessary due to any occurrence or situation, Client shall be liable for paying at least \$150.00 per instance.

Client Initials

SH

ABM Initials

KS



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 8/8/2023

Agenda Number: 13-B

Action Item

Title: Resolution Amending Resolution No. 3029 for Additional Funding for the City's Emergency Water Well #5 Project

From: Rocky Wallace, Public Works Director

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: Additional \$200,000.00 to the previously-approved \$95,000.00

Funding Source: 411, Water Fund

Background/Findings/Facts: It has become necessary to increase the previously-approved dollar amount due to additional parts and labor being needed as part of this project.

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

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

Date: **Action Taken:**

7/11/2023 Resolution No. 3029 authorizing additional funding for the City's Emergency Water Well #5 Project.

6/13/2023 Resolution No. 3027 declaring that an emergency exists due to unexpected failure of a 100-Horsepower submersible pump and soft start at the City's water Well #5; waiving all typically-applicable competitive bidding requirements; authorizing the Public Works Director to sign one or more contracts to purchase all necessary replacement equipment and to obtain all necessary planning and/or installation services without delay or further approval; authorizing all necessary work to commence without delay or further approval; and providing for publication of summary and financial estimate.

RESOLUTION NO. 3037

RESOLUTION AUTHORIZING ADDITIONAL FUNDING FOR THE CITY'S EMERGENCY
WATER WELL #5 PROJECT

WHEREAS, Resolution No. 3029 was passed and adopted by the City Council during the regularly-scheduled meeting on July 11, 2023; and


WHEREAS, such Resolution authorizing additional funding for the City's well number 5 and authorized the Public Works Director to spend up to \$95,000.00 in an effort to remediate the emergency; and

WHEREAS, during the course of work, City staff have discovered that additional funding is needed to fully remediate the emergency; and

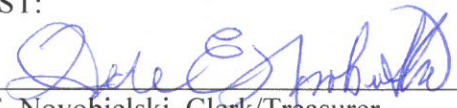
WHEREAS, City staff contemplates that an additional \$200,000.00 will suffice for fully remediating the emergency;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON as follows: the previously-declared emergency still exists and the Public Works Director is hereby authorized to spend an additional \$200,000.00 in order to remediate the emergency.

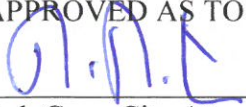
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 8th day of August, 2023.


Sherry Raymond, Mayor

ATTEST:


Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:


Rob Case, City Attorney



Ph 503-633-2666
Fx 503-633-2668

ID PW #: 018455-AA-1

ESTIMATE

Date	Estimate #
7/26/2023	3839

By: Patrick Schneider, Vice President
pat@schneiderwater.com

PROPOSAL TO:

City of Selah
115 W Naches Ave
Selah, WA 98942

JOB:

Well 5

Description	Est. Qty.	Unit	Unit Price	Total Estimate:
Well 5 - Bailing, Caliper & Gyroscopic Survey				
Mobilization and Demobilization	1.00	LS	750.00	750.00T
Crew & Rig - Bailing	1.00	DAY	3,200.00	3,200.00T
Caliper & Gyroscopic Survey	1.00	LS	10,250.00	10,250.00T
WA Sales Tax			8.30%	1,178.60

**SEI TERMS - 5/1/2012 apply and copy received.
Parties agree that all terms are conspicuous.**

TOTAL ESTIMATE: \$15,378.60

Accepted By:

Title:

Date:

THANK YOU!

Wallace, Rocky

From: Justin Bellamy <jbellamy@hlacivil.com>
Sent: Thursday, July 27, 2023 12:42 PM
To: Wallace, Rocky
Cc: Henne, Joe; Jones, Ty; Jakob Michael
Subject: Well #5 Condition and Rehab
Attachments: SWS Est 3839 - Selah Well 5 - Bailing, Caliper & Gyro.pdf

Rocky:

The Well 5 casing is showing signs of corrosion and deterioration as observed in the video inspection on Monday. There are several locations with holes in the casing and many of the casing perforations appear to have opened to the point of allowing gravel pack and formation materials to pass through. The well currently has about 6 feet of fill in the bottom. The pump column check valve was filled with fine sand and silt materials from the well. The pump intake screen was clogged with gravel pack (pea gravel) material.

The pump intake/transducer set depth was at about 340 ft below the ground surface. In May, the well was producing about 560 gpm with 197 ft of water over the pump. Static water level readings show about 326 feet of water over the pump, so the drawdown during pumping was about 129 ft and the specific capacity was 4.3 gpm/ft. Specific capacity is down from previous years. In July 2022, the well was producing about 630 gpm with 120 ft of drawdown (5.25 gpm/ft specific capacity) and in August 2021 it was at about 709 gpm with 115 ft of drawdown (6.2 gpm/ft specific capacity). The pre-rehab video inspection on 6/23/23 showed 25 ft of fill in bottom of the well, likely contributing to the well performance decline.

Installation of a downhole sand separator was discussed on site. These devices are dependent on maintaining a high enough flow rate and velocity to spin the gravel and sand out. They also require additional submergence (higher water level over intake) to operate properly. All separated material will drop to the bottom of the well. As debris builds up in the bottom of the well it will restrict water flow to the pump, decreasing well performance and increasing drawdown. Also, if gravel pack has been removed to a point where formation materials are being drawn in, the separator may not be able to remove the finer material. The separator will also not protect against potential casing failure. It's my understanding the separator costs \$15k - \$20k. The pump may need to be lowered to ensure enough submergence.

As an alternative, we contacted Schneider Drilling to discuss the possibility of installing a screen and liner in the existing casing to preserve the well integrity and keep debris from passing into the pump. The first step in determining if installing a liner in the existing casing is feasible is completion of caliper and alignment test to be sure the well is straight enough and doesn't have any obstructions. **Attached is a quote from Schneider to complete these initial tasks. The estimated cost is about \$15k. If we determine a liner will fit, the cost to install it is about \$110k, plus about \$35k for redevelopment and pumping tests, making the total cost of this option around \$160k.** Installing a screen and liner will also decrease well performance by creating more restriction and increasing drawdown. There is no way to know how much well performance will decline until the assembly is installed and tested but there is available drawdown at the current pump set depth and the pump can be lowered if necessary. A screen and liner will also make future well rehab more difficult and less effective because of the additional layers.

The cost of the liner option is more than the downhole separator, but the main advantages of this option are that it can be built with a pre-packed screen to filter out finer materials, and it will keep the well intact if the existing casing fails. Keep in mind that both the downhole sand separator and liner options are temporary fixes, and the City should begin planning for a replacement well because of the observed condition and increased cycle of required well rehabs and pump replacements.



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 8/8/2023

Agenda Number: 13-C

Action Item

Title: Resolution Authorizing the Mayor to Sign a Transportation Improvement Board (TIB) Funding Application for the 2023 Urban Arterial Program for the East Goodlander/Lancaster Road Traffic Signal Project

From: Rocky Wallace, Public Works Director

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: \$68,090.00 of City funds, which will be paired with \$612,810.00 of TIB fund; resulting in a combined total of \$680,900.00. The Selah School District will then fully reimburse the City for the funds the City expended.

Funding Source: Street Fund 111

Background/Findings/Facts: The City desires to install a traffic signal at the intersection of East Goodlander and Lancaster Road. The total estimated cost for this project is \$680,900.00. City staff is seeking authorization to submit a Funding Application to the Transportation Improvement Board (TIB), and staff anticipates that TIB will contribute \$612,810.00 of funds if the application is approved. If so, then the City will be required to contribute the remaining \$68,090.00 on a "matching funds" basis. However, the Selah School District has committed to fully reimbursing the City for the funds the City expends. Thus, it is contemplated that this project will ultimately be completed at not cost to the City.

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. 3038

RESOLUTION AUTHORIZING THE MAYOR TO SIGN A TRANSPORTATION
IMPROVEMENT BOARD (TIB) FUNDING APPLICATION FOR THE 2023 URBAN
ARTERIAL PROGRAM FOR THE EAST GOODLANDER ROAD / LANCASTER ROAD
TRAFFIC SIGNAL PROJECT

WHEREAS, the City desires to submit a Funding Application to the Transportation Improvement Board (TIB) for the 2023 Urban Arterial Program, in hopes of obtaining a funding commitment from TIB towards the installation of a new traffic signal; and

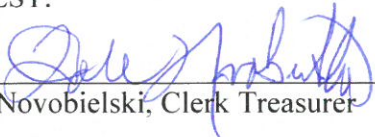
WHEREAS, if a TIB funding commitment is obtained, the subject traffic signal would be installed at the intersection of East Goodlander Road and Lancaster Road; and

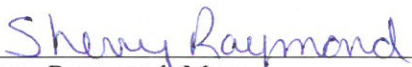
WHEREAS, the City Council finds that good cause exists for submitting the Funding Application;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor be and is authorized to sign and submit a Funding Application to TIB for the 2023 Urban Arterial Program.

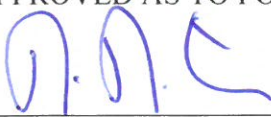
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 8th day of August, 2023.

ATTEST:


Dale Novobielski, Clerk Treasurer


Sherry Raymond, Mayor

APPROVED AS TO FORM:


Rob Case, City Attorney



CITY OF SELAH

222 S Rushmore Rd
Selah, WA 98942

P: 509-698-7365

F: 509-698-7372

August 1, 2023

Transportation Improvement Board
P.O. Box 40901
Olympia, WA 98504-0901

Attn: Jonathan Heusman, PE

Re: City of Selah
2023 Urban Arterial Program (UAP) Application
East Goodlander / Lancaster Road Traffic Signal

Dear Jonathan:

The City of Selah appreciates consideration of the enclosed TIB application for the 2023 Urban Arterial Program to fund a new traffic signal at the intersection of East Goodlander Road and Lancaster Road.

The south leg of the intersection serves as the only ingress/egress for both Carlon Park and the lower High School parking lots. Carlon Park is home to a premier softball facility, Wood baseball field, eight tennis courts, a skate park, and children's playground. There are substantial backups at this intersection during high school start and release, as well as a myriad of school and park events throughout the year. The enclosed pictures show a traffic backup from N 1st Street to Lancaster Road and into Carlon Park during a typical school day.

In anticipation of the need for this traffic signal, capped electrical conduits were installed during the 2020 TIB Goodlander road improvement project. Proposed modifications to the physical roadway are minimal. Our request for \$612,810 in TIB grant funds, along with \$68,090 City matching funds will pay for project construction. Project design is nearing completion and no TIB funds are requested for design services. The project can be constructed in 2024.

The City thanks TIB for past support and your consideration of this important improvement.

Respectfully,

Sherry Raymond
Mayor of Selah





SCHOOL DISTRICT
Cultivating life-long learners

316 West Naches Avenue, Selah, Washington 98942-1328
509.698.8000 FAX: 509.698.8099

August 1, 2023

Mayor Raymond
City of Selah
115 W Naches Ave #1
Selah, WA 98942

Dear Ms. Raymond:

I am pleased to provide my support for the City of Selah application for funding of the traffic signal at Goodlander Road and Lancaster Road. Proposed improvements would significantly improve both the safety and the functionality of the intersection into Carlon Park / Selah High School lower parking lot.

The intersection currently experiences gridlock during school arrivals and departures. Turning movements are particularly restricted by the lack of gaps in traffic and turning movement conflicts with buses. The intersection is equally dysfunctional during the multitude of school and sporting events that happen throughout the school year that require full use of the school and park parking lots.

Thank you again for your consideration of this project.

Respectfully,

Chris M. Scacco

Associate Superintendent for District Operations



2023 UAP Funding Application

Urban Arterial Program (UAP)

Agency Name**City of Selah****Arterial Name****E Goodlander Lancaster Road Traffic Signal****Project Limits****Intersection of Goodlander Rd and Landcaster Rd****Agency Contact****Rocky Wallace****Phone Number****(509) 698-7365****Email Address****Rocky.Wallace@selahwa.gov****Legislative District(s)****15****Congressional District(s)****4****Total Length in Miles****0.01****Average Annual Daily Traffic (AADT)****2,393****DAHP Location Information****36 14N 18E****Functional Class****Urban Collector****Federal Route****4710****Truck Route****Not a Truck Route****Intersection ONLY?****Yes****Project Type****Intersection**

Application Attachments

Include the following attachments with your application

Documentation	
<input checked="" type="checkbox"/>	Excerpt from adopted Six-Year Transportation Improvement Program showing project
<input checked="" type="checkbox"/>	Detailed vicinity map clearly showing project limits
<input type="checkbox"/>	Detailed project cost estimate signed by a professional engineer registered in Washington State
<input type="checkbox"/>	Typical roadway section(s)
<input type="checkbox"/>	Funding commitment from all funding partners
<input type="checkbox"/>	Written concurrence from WSDOT if project is on or connects to a state highway
<input type="checkbox"/>	Adopted bicycle plan if project includes bicycle facilities
<input type="checkbox"/>	Signal Warrant with Engineering Study
<input type="checkbox"/>	Bridge Sufficiency Rating Report
<input type="checkbox"/>	Department of Archaeology & Historic Preservation (DHAP) concurrence letter
<input type="checkbox"/>	Crash history documentation (Required for Safety band)
<input type="checkbox"/>	Traffic Study stamped by a Washington State professional engineer (Required for Mobility band)
<input type="checkbox"/>	Development map showing development site(s) (Required for Growth & Development band)
<input type="checkbox"/>	Comprehensive plan excerpt defining the economic development project (Required for Growth & Development band)
<input type="checkbox"/>	Comprehensive plan excerpt defining agency CBD & urban activity centers (Required for Growth & Development band)
<input checked="" type="checkbox"/>	Project Pictures (7 picture(s) attached.)

Project Funding

Total Requested TIB Funds
\$612,810

Maximum TIB Ratio
90%

Is this a construction ready project? **NO**

Are TIB funds distributed proportionally through all project phases? **YES**

Justification for NOT distributing TIB funds proportionally across all phases.

Phase	Total Project	TIB Funds	Local Funds
Design Engineering	0	0	0
Right of Way	0	0	0
Construction Engineering	88,800	79,920	8,880
Construction Other	0	0	0
Construction Contract	592,100	532,890	59,210
Total	680,900	612,810	68,090
		Noneligible Engineering	0
		Other Noneligible Costs	0
		Total Eligible Cost	680,900
		TIB Matching Ratio	90%

Funding Partners

Local funds are correct.

Source	Public or Private	Commitment Letter	Amount
City of Selah	Public	Budgeted	68,090
			0
			0
			0
			0
			0
			0
Funding Partner Total			68,090

☐ Are additional funds, not listed above, still being sought?

List additional funding sources being sought:

Project Description

Identify the community's need for this project

The south leg of the four-legged, two-way stop, intersection of E Goodlander and Lancaster Roads is the only ingress/egress for the City of Selahs Carlon Park and the Selah High School lower parking lot. The intersection becomes very congested during the peak times when school begins and is let out. The observed backups typically take between 20 and 30 minutes to disperse as the majority of traffic attempts to arrive or leave at the same time. There are numerous conflicts with slow moving buses not adequate gaps to make turning movements. Traffic is even worse for park softball tournaments and Friday night football games. Peak-hour traffic counts of 277 vehicles per hour on Goodlander may seem reasonable until realizing that approximately 80% of that volume occurs in a 20 minute period.

Identify the solution to the need described above

Installing a traffic signal at the intersection of E Goodlander and Lancaster will provide proper traffic control to the intersection and relieve the majority of the congestion. The vehicle actuated signal will provide proper signal timing during peak hours while allowing E Goodlander to remain the prominent through movement during non-peak periods. Widening the entrance to the parking lots will allow for a designated left-turn lane to be installed allowing for right on red movements. With the new traffic signal, a wider entrance to the parking lots, and a new left-turn lane the level of service of the intersection will be improved and vehicle delays will be drastically reduced.

Does this project need a sidewalk deviation? **NO**

[Describe the needed sidewalk deviation](#)

Describe Construction Other work

Describe Non-eligible work

What is the condition of storm water conveyance facilities? **GOOD**

[Describe the existing storm water issues](#)

[Describe the proposed storm water solution](#)

Describe any other work

N/A

Project Utilities

Water Utilities

Age of Utilities	Planned Work	Utility Condition	<input type="checkbox"/> No water utilities
- 0 to 10 years	- Leave Existing in Place	- Good	Improvements Funded?
Planned Water Improvements (funding, coordination, schedule)			

Sewer Utilities

Age of Utilities	Planned Work	Utility Condition	<input type="checkbox"/> No sewer utilities
- 21 to 30 years	- Leave Existing in Place	- Good	Improvements Funded?
Planned Sewer Improvements (funding, coordination, schedule)			

Power Utilities

Age of Utilities	Planned Work	Utility Condition	<input type="checkbox"/> No power utilities
- 21 to 30 years	- Leave Existing in Place	- Good	Improvements Funded?
Planned Power Improvements (funding, coordination, schedule)			

Additional Utilities

Age of Utilities	Planned Work	Utility Condition	Improvements Funded?
-	-	-	-
Planned Improvements (funding, coordination, schedule)			

Age of Utilities	Planned Work	Utility Condition	Improvements Funded?
-	-	-	-
Planned Improvements (funding, coordination, schedule)			

Describe utility relocations necessary for this project

N/A

Describe any other work related to the project.

N/A

Roadway Geometrics

Enter the parameters as they currently exist and after the project is constructed

	Segment One		Segment Two	
Segment Termini				
Segment Length (in Feet)	0			
Average Daily Traffic Volume	0			
	Existing	Proposed	Existing	Proposed
Pavement Width	0	0		
Curb to curb or edge to edge				
Number of General Purpose Lanes	0	0		
Do NOT include Transit/HOV or Continuous LT Turn Lane				
Travel Lane Width	0	0		
Typical lane width				
Continuous Left Turn Lane Width	0	0		
Enter width of lane in feet				
Speed Limit	0	0		
Enter the posted speed limit				
Shoulder or Parking Width	0	0		
Enter average width per side in feet				
Bicycle Lane Type				
Bicycle Lane Width	0	0		
Bicycle lane width in feet				
Pedestrian Buffer	0	0		
Width between curb and sidewalk in feet				
Sidewalk Placement				
Sidewalk Width	0	0		
Enter the width of the sidewalk in feet				
Is there a median?				
Shoulder or Parking Placement				
Shoulder or Parking Surfacing				
Parking Type				
Percent On Street Parking	0%	0%		
Total % of segment (e.g. parking one side is 50%)				
Curb Placement				
Storm Drainage				
Segment meets ADA standards				
Is there any street lighting present?				
How many fixed objects are present?	0	0		

Intersection Geometrics

Enter the parameters as they currently exist and after the project is constructed

	Segment One		Segment Two	
	Existing	Proposed	Existing	Proposed
Intersection Location	Goodlander Road and Landcaster Road			
Major Approach Average Daily Volume	2,393			
Minor Approach Average Daily Volume	400			
Intersection Control	Stop Controlled	Signalized		
	Minor Approaches			
Intersection Type	4-Leg	4-Leg		
Intersection meets ADA standards	Yes	Yes		
Is there intersection lighting present?	Yes	Yes		
Is there a dedicated left turn lane?	Yes	Yes		
Is there a dedicated right turn lane?	No	No		
Is there protected left turn phasing?	No	No		

Project Schedule

Enter target dates

Milestone	Date
Start Design	03/01/2023
Env. Documentation Complete & Permits Approved	01/10/2024
Right of Way Acquisition Complete	01/10/2024
Contract Advertisement	01/22/2024
Contract Award	02/13/2024
Contract Completion	11/25/2024

Safety/Crash Analysis

☐ Consider this application in the Safety Band

Enter the total numbers for crash history within the project limits. Include crash history from the last **three** years. Crash documentation must be attached so TIB staff can analyze the information. WSDOT does not provide pedestrian only incident information, this must be documented by your agency.

Property damage only incidents: **0** Incidents with injuries: **0** Incidents with fatalities: **0**

Crash Location/Type	PDO?	Injuries	Fatalities	Primary Countermeasure
No crash data entered.				

Mobility

☒ Consider this application in the Mobility Band

Congestion

☒ Project addresses congestion on the system or specific adjacent route.

[Describe the congestion the project addresses.](#)

The south leg of the four-legged, two-way stop, intersection of E Goodlander and Lancaster Roads is the only ingress/egress for the City of Selahs Carlon Park and the Selah High School lower parking lot. The intersection is very congested during the peak times when school begins and is let out. The observed backups typically take between 20 and 30 minutes to disperse as the majority of traffic attempts to arrive or leave at the same time. There are numerous bus conflicts due to lack of gaps.

Network Connectivity

- ☐ Completes Corridor Corridor Termini:
- ☐ Completes gap between existing improvements (Existing improvements must meet urban standards.)
- ☒ Extends existing improvements (Existing improvements must meet urban standards.)
- ☐ Project does NOT complete or extend any existing improvements
- ☐ Project constructs a new road

Modal Access

Transit facility access provided by the project:

Transit Center

Non-motorized path access provided by the project.

[Describe the non-motorized path.](#)

The south leg of the four-legged, two-way stop, intersection of E Goodlander and Lancaster Roads is the only ingress/egress for the City of Selahs Carlon Park and the Selah High School lower parking lot. The intersection is very congested during the peak times when school begins and is let out. The observed backups typically take between 20 and 30 minutes to disperse as the majority of traffic attempts to arrive or leave at the same time. There are numerous bus conflicts due to lack of gaps.

Freight facility access provided by the project:

Select ALL freight carrying modes accessing the facility

☐ Airplane

☐ Rail

☐ Ship

☐ Truck

Trucks per day: 0

☒ Project relieves a bottleneck

[Describe the bottleneck the project addresses and the proposed solution.](#)

During peak times the intersection being improved reaches Level of Service F causing delay. The new traffic signal configuration will provide proper timing for all movements and the traffic actuated signal will allow predominant through movements during non-peak hours.

Central Business District/Urban Activity Center Access

CBD/Urban Activity Center access provided by the project:

[Describe the CBD/Activity Center access improvements.](#)

Signal Management

- ☐ Project adds signal interconnect
- ☐ Project connects to Traffic Management Center (TMC)

Growth & Development

☐ Consider this application in the Growth & Development Band

- ☐ Project supports a specific commercial economic development site
- ☐ Development fulfills the comprehensive plan
- ☐ Zoning is in place for this specific commercial development

Describe the commercial economic development site the project supports.

Choose the description that best describes the status of the infrastructure tied to the economic development site.

Water at development

Sewer at development

Power at development

Percent of permits issued

0%

Describe the development agreement, if one exists.

Provide the following information regarding the economic development site this project supports.

Number of dwelling units

0

Number of jobs created

0

Total development site acreage

0

Choose the development type.

Choose the description that best describes **WHERE** the economic development site is located.

Choose the description that best describes the **PROXIMITY** of the project to the economic development site.

Physical Condition

Structural Deficiencies

Select any items from the list below that apply to this project. Explain how the project fixes any structural issues.

Walls - No

If YES, briefly describe the deficiency and the corrective measures to address it.

Bridges - No Bridge Rating: --

If YES, briefly describe the deficiency and the corrective measures to address it.

Slope Stability - No

If YES, briefly describe the deficiency and the corrective measures to address it.

Stormwater Conveyance - No

If YES, briefly describe the deficiency and the corrective measures to address it.

Culverts - No

If YES, briefly describe the deficiency and the corrective measures to address it.

Subgrade - No

If YES, briefly describe the deficiency and the corrective measures to address it.

Physical Deficiencies

Select the deficiency type and describe the existing deficiency within the project limits. Describe the project corrective measure(s) that eliminate or mitigate the deficiency.

Deficiency 1 - Channelization

Describe the deficiency and the corrective measures to address it.

A left-turn lane is needed from the south leg of the intersection. The throat of the intersection will be widened to accommodate the turn lane. Turning movements will have their own signal phase.

Deficiency 2 - none

Describe the deficiency and the corrective measures to address it.

Deficiency 3 - none

Describe the deficiency and the corrective measures to address it.

Deficiency 4 - none

Describe the deficiency and the corrective measures to address it.

Deficiency 5 - none

Describe the deficiency and the corrective measures to address it.

Deficiency 6 - none

Describe the deficiency and the corrective measures to address it.

Sustainability & Constructability

Agency Policies and Ordinances

- | | |
|--|---|
| <input checked="" type="checkbox"/> Agency has adopted Complete Streets ordinance
Ordinance Number Adoption Date
2135 October 12, 2021 | <input checked="" type="checkbox"/> Agency has adopted Greenhouse Gas Emissions policy
Policy Number Adoption Date
2091 July 27, 2010 |
| <input type="checkbox"/> Agency has adopted a "No Cut" ordinance
Ordinance Number Adoption Date | <input type="checkbox"/> Agency has adopted TBD or other locally dedicated transportation funding by ordinance
Policy Number Adoption Date |

Sustainability Measures

Number of peak hour buses	10
Bicycle Facility	NO bicycle lane or path

Select the sustainable elements that appear within the project limits

- ☐ Adds queue jump or transit only lane (describe location below)
- ☐ Incorporates low impact drainage or enhanced treatment stormwater controls
- ☐ Incorporates Hardscaping or climate-appropriate planting and no permanent irrigation
- ☐ Add Solar-powered signage
- ☐ In-place pavement recycling or structural retrofit

[Describe the sustainability elements selected above](#)

Construction Readiness & Ease of Implementation

- ☐ This project is Construction Ready and will be advertised before June 1, 2024.

Indicate where in the process the project is for each component at the time of application.

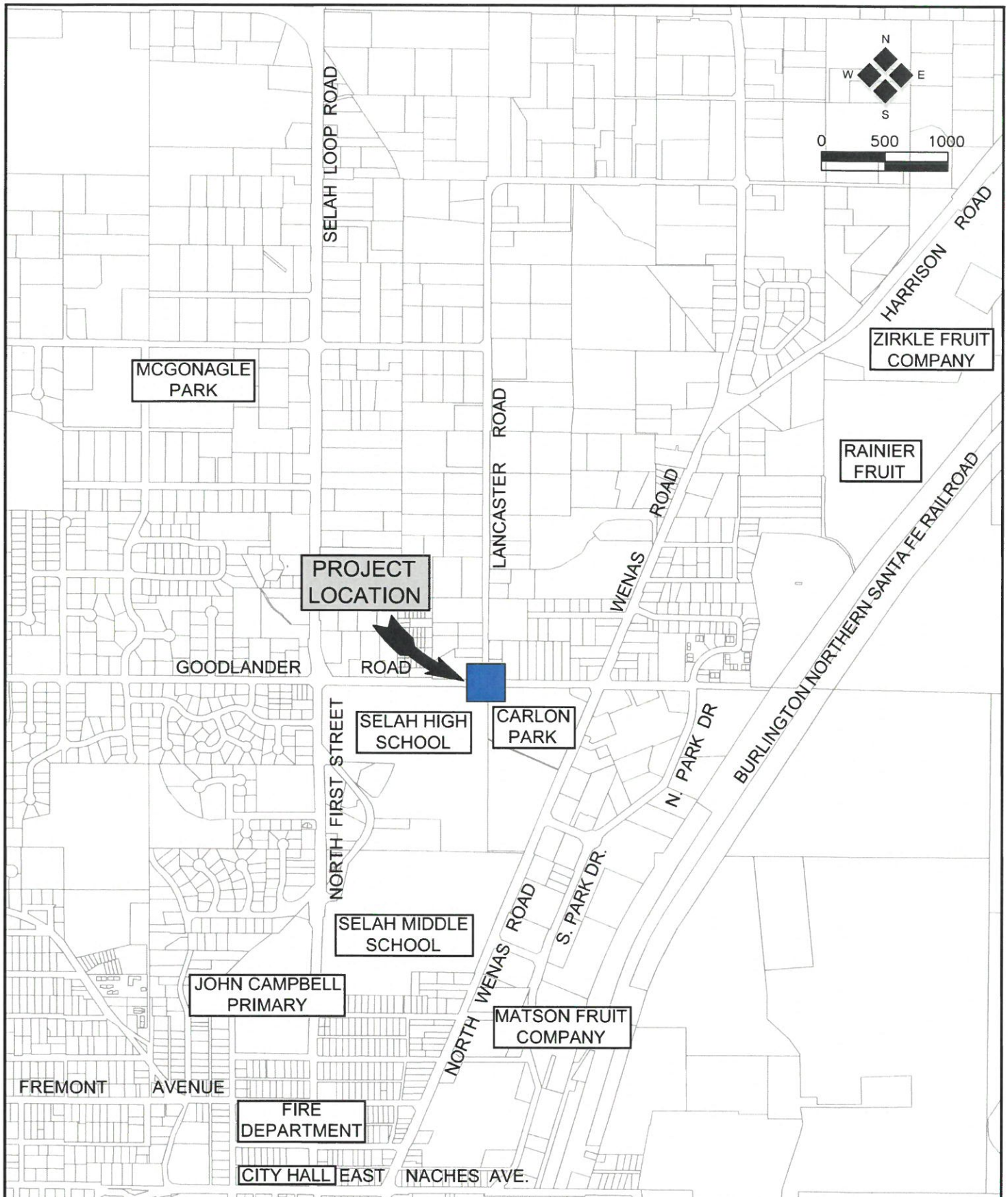
PSE % Complete	70%
Permits	All Obtained
Right of Way	None Needed
Cultural Resources	DHAP Response Received
Utilities	No Utility Work Needed
Federal Permits Required for Project or WSDOT Involvement?	No

Accelerated Construction Methods

- ☐ Road will be closed during construction

[Describe below any other accelerated construction methods that will be used.](#)

The majority of the project will be constructed outside of the roadway. Construction will occur during the summer when school is not in session.



HLA
Engineering and Land Surveying, Inc.

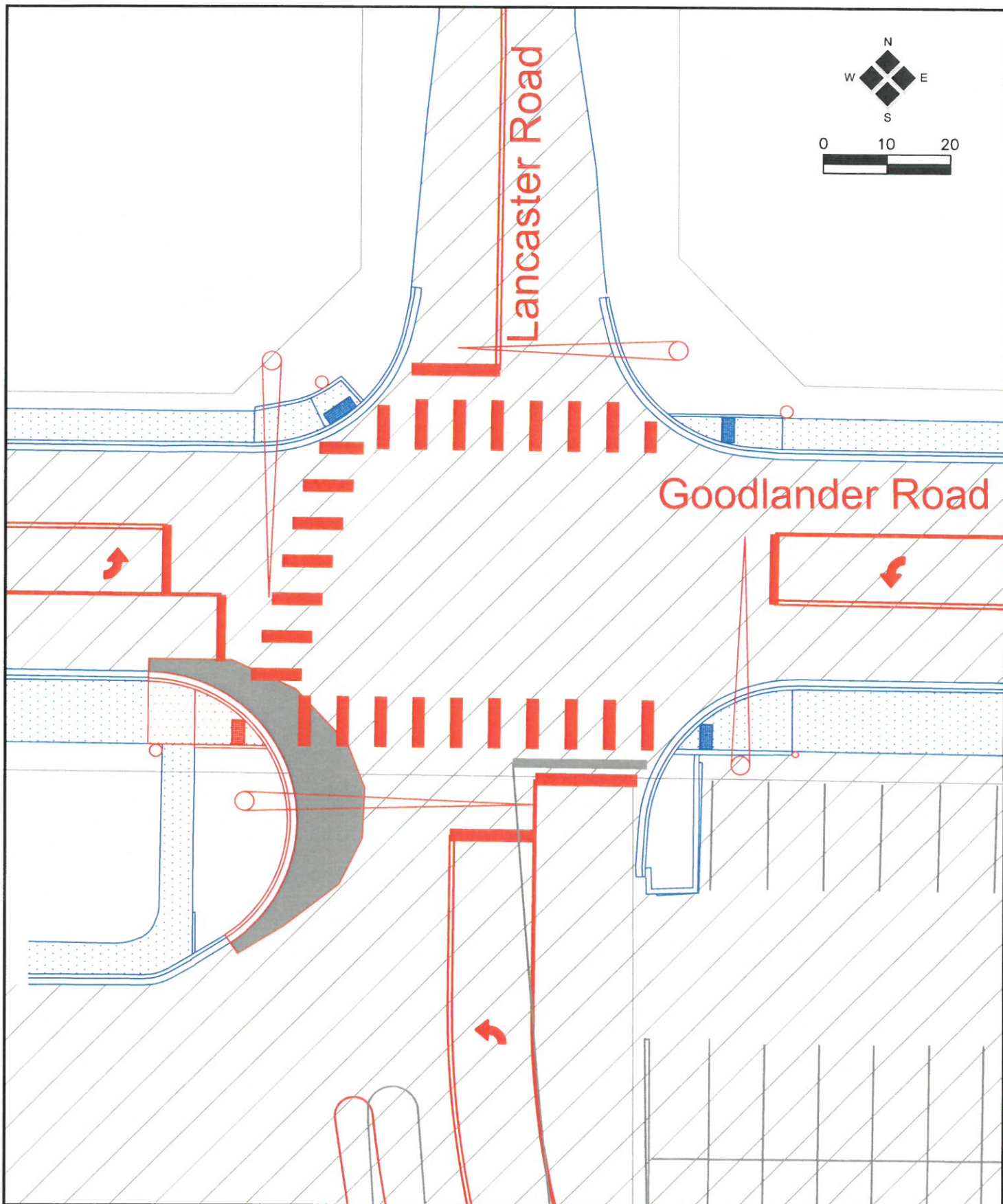
2803 River Road
Yakima, WA 98902
509.966.7000
Fax 509.965.3800
www.hlacivil.com



08/01/23

CITY OF SELAH
E GOODLANDER AND LANCASTER ROAD
TRAFFIC SIGNAL
VICINITY MAP

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HLA
Engineering and Land Surveying, Inc.

2803 River Road
Yakima, WA 98902
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07/25/23

CITY OF SELAH
E GOODLANDER AND LANCASTER ROAD
TRAFFIC SIGNAL
PROJECT SITE PLAN

P:\PROJECTS\2023\23006\TIB\PROJECT SITE MAP (COLOR).DWG

CITY OF SELAH
E GOODLANDER / LANCASTER ROAD TRAFFIC SIGNAL
Engineer's Opinion of Construction Cost

8/1/2023
 PRELIMINARY

HLA Project No. 22205E

Item No.	Description	Payment Specification	Unit	Unit Cost	Overall Quantity	Overall Cost
1	Mobilization	1-09.7	LS	\$50,000.00	1	\$50,000.00
2	Project Temporary Traffic Control	1-10.5(1)	LS	\$24,000.00	1	\$24,000.00
3	Unclassified Excavation Incl. Haul	2-03.5	CY	\$100.00	50	\$5,000.00
4	Crushed Surfacing Base Course	4-04.5	TON	\$80.00	50	\$4,000.00
5	HMA Cl. 1/2-Inch PG 64H-28	5-04.5	TON	\$400.00	10	\$4,000.00
6	Landscape Restoration	8-02.5	FA	\$2,500.00	Est.	\$2,500.00
7	Cement Conc. Traffic Curb and Gutter	8-04.5	LF	\$80.00	60	\$4,800.00
8	Cement Conc. Sidewalk 4-Inch Thick	8-14.5	SY	\$200.00	5	\$1,000.00
9	Cement Conc. Curb Ramp	8-14.5	EA	\$5,000.00	1	\$5,000.00
10	Traffic Signal System, Complete	8-20.5	LS	\$430,000.00	1	\$430,000.00
11	Pavement Markings	8-22.5	LS	\$8,000.00	1	\$8,000.00

Subtotal	\$538,300.00
Contingency 10%	\$53,800.00
Total Estimated Construction Cost	\$592,100.00
Construction Engineering and Administration	\$88,800.00
Total Estimated Project Cost	\$680,900.00

 8/01/23
 Terry D. Alapeteri, PE Date
 HLA Engineering and Land Surveying, Inc.

Six Year Transportation Improvement Program

From 2024 to 2029



MPO/RTPO: YVCOG County: Yakima Agency: City of Selah			Inside: Y Outside: N			Hearing: 6/13/2023 Adopted: 6/13/2023 Resolution Number: 3023				
Project Title: East Goodlander/Lancaster Road Traffic Signal										
Project Description: Install new four-leg traffic signal with camera detection.										
Beginning and End Termini Spot improvement						Road Name or Number: Goodlander Road		Priority Number: 5		

Functional Class	Project Number	PIN	STIP ID	Structure ID	Improvement Type	Utility Codes	Total Project Length	Environmental Type	RW Required	Amend. No.
05			WA-06535		21		0.010	CE	No	

Funding:

Status	Phase	Start Date	Federal Funding Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total
Planned	CN	2024		\$ -		\$ -	\$ 680,900.00	\$ 680,900.00
Project Totals:				\$ -		\$ -	\$ 680,900.00	\$ 680,900.00

Expenditure Schedule:

Phase	1st	2nd	3rd	4th	5th & 6th
CN	\$ 680,900.00	\$ -	\$ -	\$ -	\$ -
Totals:	\$ 680,900.00	\$ -	\$ -	\$ -	\$ -

May, 2023

[illegible]















Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 8/8/2023

Agenda Number: 13-D

Action Item

Title: Resolution Authorizing Public Works to Purchase Two Snow Plows and One Sander

From: Rocky Wallace, Public Works Director

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: \$29,786.77 (which is inclusive of sales tax)

Funding Source: 110, Street Fund; and 415, Sewer Fund

Background/Findings/Facts: The 2023 budget, as adopted via Resolution 2184, includes a specific line item allocation of \$25,800.00 for the purchase of two (2) new Meyers snowplow implements and one (1) new Meyers sander implement. Public Works has received a purchase quote for the cumulative amount of \$29,786.77, which is slightly more than the budgeted sum.

The Public Works fleet of snow implements is comprised of predominantly of Meyers brand products. This enables most of the snowplows and sanders to be interchangeably affixed to the work trucks, without requiring specific trucks to be designated as the "snow" trucks. In addition to the added flexibility, another benefit is that Public Works is able to stock a smaller batch of replacement parts due to most of the implements being from a singular manufacturer.

The attached proposed Resolution will, if approved, authorize Public Works to purchase these snowplows and the sander at the quoted price. A budget adjustment of approximately \$3,870.00 will be necessary and completed later.

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. 3039

RESOLUTION AUTHORIZING PUBLIC WORKS TO PURCHASE TWO SNOWPLOWS
AND ONE SANDER

WHEREAS, the 2023 budget, as adopted via Resolution 2184, includes a specific line item allocation of \$25,000.00 for the purchase of two (2) snowplow implements and one (1) sander implement; and

WHEREAS, three price quotations were sought and received by Public Works; and

WHEREAS, Washington Auto Carriage's quote is the lowest at the cumulative price of \$29,786.77, which is an amount that is acceptable to City staff; and

WHEREAS, the City Council finds that good cause exists to authorize Public Works to make these purchases;

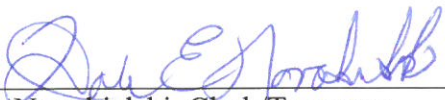
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON that Public Works be and is authorized to purchase two (2) snowplow implements and one (1) sander implement at the cumulative price of \$29,786.77 (or a lessor amount, if that somehow proves possible).

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 8th day of August, 2023.




Sherry Raymond, Mayor

ATTEST:



Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:



Rob Case, City Attorney



Fabrication & Truck Equipment, Inc. d/b/a

Washington Auto Carriage

Truck Equipment Sales & Installation • Complete Fleet Service & Repair

Since 1906

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Spokane, WA 99211-1435

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Seattle, WA 98134

(206) 624-9025 • Fax: (206) 624-2490

WEB SITE: www.wacnw.com • E-MAIL: wac@waautocarriage.com

WORKSHEET

JOB/INVOICE NO. QUOTE

BID _____

YEAR - MAKE - MODEL	NAME	ACCOUNT NO.
	CITY OF SELAH	8270
LICENSE	ADDRESS	RESIDENCE
	222 S. RUSHMORE	
ODOMETER	CITY STATE ZIP	BUSINESS
	SELAH WA 98942	(509) 424-2183
SERIAL NUMBER	BILL TO:	CUSTOMER ORDER NO.
UNIT NUMBER	ADDRESS	DATE
	Ty Jones ty.jones@selahwa.gov	7-31-2023
JOB ORDER DESCRIPTION - LABOR INSTRUCTIONS		

Qty (2) Meyer 8' 6" Lot Pro
Standard Operating System Snow plow
with Hands Free Plowing. Full Trip

\$9,178.00/EA



Qty (1) BL-800 B&S Baseline Meyer Spreader
Stainless Steel, 10.5hp, 2 cu yd

\$8,996.41/EA



Not Installed

FOB Spokane Valley, WA

MEYER PRESEASON PRICING

1. YOU ARE ENTITLED TO A WRITTEN PRICE ESTIMATE FOR THE REPAIRS YOU HAVE AUTHORIZED. YOU ARE ALSO ENTITLED TO REQUIRE THE REPAIR FACILITY TO OBTAIN YOUR ORAL OR WRITTEN AUTHORIZATION TO EXCEED THE WRITTEN PRICE ESTIMATE. YOUR SIGNATURE OR INITIALS WILL INDICATE YOUR SELECTION.

1. I request an estimate in writing before you begin repairs. Contact me if the price will exceed this estimate by more than 10%.
2. Proceed with repairs but call me if the price will exceed \$ _____.
3. I do not want a written estimate.

2. **LIMITATION OF LIABILITY.** SELLER SHALL NOT BE LIABLE FOR LOST PROFITS, LOST SALES, LOSS OF GOODWILL, INJURY TO PERSON OR PROPERTY, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE.

3. **DISCLAIMER OF WARRANTIES.** SELLER EXPRESSLY DISCLAIMS ALL EXPRESS WARRANTIES NOT WRITTEN HEREIN AND ALL IMPLIED WARRANTIES IN CONNECTION WITH THIS TRANSACTION, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO STATEMENT HEREIN SHALL BE CONSIDERED A WARRANTY UNLESS THE TERMS "WARRANT" OR "GUARANTEE" ARE USED.

4. **LIMITATION OF ACTIONS, PROCEEDINGS AND ARBITRATION.** BUYER AGREES THAT BUYER SHALL NOT COMMENCE OR MAINTAIN ANY ACTION, PROCEEDING OR ARBITRATION AS TO ANY CLAIM, KNOWN OR UNKNOWN, BASED UPON NEGLIGENCE OR NEGLIGENT MISREPRESENTATION, UNFAIR OR DECEPTIVE ACTS OR PRACTICES, PRODUCT LIABILITY,

OR WARRANTY, EXPRESS OR IMPLIED, AGAINST SELLER MORE THAN NINETY DAYS AFTER DELIVERY TO BUYER OF THE ARTICLES OR ITEMS DESCRIBED ON THE FACE OF THIS AGREEMENT.

5. **CURE BY SELLER.** IF BUYER CLAIMS THAT SELLER'S PERFORMANCE UNDER THIS AGREEMENT IS NONCONFORMING, BUYER SHALL ALLOW SELLER TO CURE ITS PERFORMANCE BY CORRECTING ANY NONCONFORMING SERVICES OR BY REPAIRING OR REPLACING ANY NONCONFORMING GOODS. ONLY AFTER SELLER HAS REFUSED OR STATED IN WRITING ITS INABILITY TO CURE MAY BUYER PURSUE SUCH OTHER REMEDIES AGAINST SELLER AS ARE ALLOWED BY THIS AGREEMENT.

6. **AUTHORIZATION, WARRANTY OF AUTHORITY AND AGREEMENT TO PAY CHARGES.** Buyer authorizes Seller to perform the services described in this agreement, and to supply any goods described in this agreement as well as any goods that may be reasonably necessary to perform the described services. Unless Buyer has signed option 1 or 2 in paragraph 1 above, Buyer does not want a written estimate, and agrees to pay Seller, at Seller's usual and customary prices and rates, for all the services and goods Seller actually provides or has provided. The individual signing this agreement warrants and represents that he or she is authorized to execute this agreement on behalf of Buyer. Buyer has read and agrees to the terms and conditions on the face and reverse side hereof.

TERMS AND CONDITIONS ON REVERSE SIDE HEREOF ARE PART OF THIS AGREEMENT.

X _____
Buyer's signature

Date

SALE	
LABOR	
PARTS	
DISPOSAL/SS	
SUB TOTAL	\$27,352.41
FET/LIC	
SALES TAX	2,434.36
TOTAL AMOUNT	\$29,786.77
SALESMEN	
Todd Rose	

TERMS AND CONDITIONS ON REVERSE SIDE HEREOF ARE PART OF THIS AGREEMENT.

DEFINITIONS. "Buyer" means the party identified on the reverse side hereof. "Seller" means Fabrication & Truck Equipment Inc., its successors and assigns.

FINAL SALES. All sales are final and non-returnable. If Seller consents to the return of any items, Buyer agrees to pay a restocking fee of twenty-five percent of the original purchase price. Seller shall not be responsible in any event to refund any freight or labor charges.

PAYMENT AND DELIVERY. All vehicles or other items shall be delivered F.O.B. Seller's place of business. Buyer agrees to pay all amounts due C.O.D., unless Seller has agreed in writing to credit terms. In the event that Seller agrees to credit terms, Buyer agrees to pay a service charge of two percent per month on any unpaid balance, commencing on the due date of the payment. If any check tendered by Buyer is dishonored for any reason, Buyer agrees to pay Seller a charge of fifty dollars, in addition to any other amounts to which Seller may be entitled. Seller, at its sole option, may at any time demand payment in the form of cash or cashiers check.

SECURITY AGREEMENT. Buyer grants Seller a security interest in (1) the personal property described on the face of this agreement and (2) all of Buyer's equipment and inventory, now owned or hereafter acquired, that is in or may at any time in the future come into Seller's possession, to secure the payment or performance of any debt or obligation Buyer owes or may in the future owe to Seller from any source. Buyer agrees that Seller may retain possession of the property described in this paragraph until Buyer pays all debts and obligations it owes to Seller. In addition, if Buyer defaults on any debt or obligation it then owes to Seller, or if Seller reasonably deems itself insecure, Seller may resort to any remedy allowed by law. Buyer appoints Seller as Buyer's agent and attorney in fact to execute and file in Buyer's name and on Buyer's behalf any documents that may be necessary to perfect any security interest created herein. This security interest shall be in addition to any statutory or common law lien Seller may have.

ARBITRATION. ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE BREACH THEREOF (INCLUDING ANY DISPUTE WHETHER ANY PARTICULAR CLAIM IS COVERED BY THIS ARBITRATION AGREEMENT), SHALL AT THE ELECTION OF EITHER PARTY BE DETERMINED BY FINAL AND BINDING ARBITRATION IN ACCORDANCE WITH THE THEN CURRENT COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AND JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. ANY ARBITRATION WILL BE CONDUCTED IN SEATTLE OR SPOKANE, WASHINGTON.

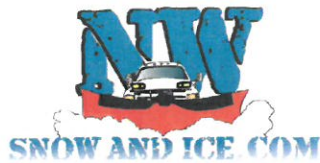
STORAGE CHARGE AND DISPOSAL. Buyer agrees to pay Seller a daily storage charge of \$30.00 for each vehicle or unit for each day Buyer fails remove such vehicle or unit from Seller's property. Seller shall not be required to notify Buyer before assessing such storage charge. Such charge shall commence seven days after Seller completes work on such vehicle or unit, and shall continue until Buyer removes it. If Buyer does not remove such vehicle or unit within thirty days after Seller completes work on it, Seller may at its option, and after fifteen days notice mailed to Buyer by first class mail to the address shown on the face side hereof, deem such vehicle or unit abandoned. Seller may thereafter dispose of such vehicle or unit, and apply any net proceeds to Seller's costs of disposal, then to any debt or obligation Buyer owes Seller. Any remaining amount shall be mailed to Buyer by first class mail to the address shown on the face side hereof.

GOVERNING LAW, JURISDICTION AND VENUE. This agreement and all actions and transactions pursuant to, arising out of or relating to it and all rights and obligations of the parties shall be governed, construed and interpreted in accordance with the internal laws of the State of Washington. All actions or proceedings arising out of or relating hereto shall, at Seller's option, be litigated in courts located within Spokane County or King County, Washington. Buyer submits and consents to the jurisdiction of any such court, and waives any and all rights Buyer may have to transfer or change the venue of any such action or proceeding.

DELAY. Unless Seller warrants in writing herein performance by a certain date, Seller shall not be responsible for performance of any obligation under this agreement by any certain date. If Seller does warrant in writing herein performance by a certain date, Seller shall not be liable for failure or delay in the performance of any obligation under this agreement due to events beyond its reasonable control.

SEVERABILITY. If any provision of this agreement or the application thereof to any party or circumstance is held invalid, void, inoperative or unenforceable, the remainder of this agreement and the application of such provision to other parties or circumstances shall not be affected thereby, the provisions of this agreement being severable in any such instance.

PERMISSION TO OPERATE AND WARRANTY OF OWNERSHIP. Buyer permits Seller to operate any vehicle described herein on the streets, highways or elsewhere for the purpose of testing and/or inspection. Buyer warrants and represents that it is the legal owner or authorized agent of the legal owner of such vehicle.



keegan@nwsnowandice.com

5295 Sunset Hwy.

Cashmere, WA. 98815

(509)782-8015



S N O W P L O W

ESTIMATE

Date	QUOTE #
8/1/2023	1861

Name / Address
City of Selah Ty Jones

Ship To

Item	Description	Qty	Rate	Total
	NEW BOSS 8-6 SUPER DUTY POWER STRAIGHT SNOWPLOW FOR 2021 F350, NO INSTALL INCLUDED			
STB03168	BLADE CRATE, 8'6" STR BLD SUPER		2,260.00	2,260.00T
STB15020B	PLOW BOX STR, RT3, SH2 SUPER, 08+, SL3		5,620.00	5,620.00T
STB09602	CONTROL, HANDHELD, SMARTTOUCH2, STB		350.00	350.00T
LTA10200	UC/RT3, FORD F250/350/450/550, 17+		800.00	800.00T
MSC25002	KIT-WIRING, RT3 SH2, 12V, FORD F250-550 2020+		400.00	400.00T
ATF	PLOW HYDRAULIC OIL	2	10.00	20.00T

***SPECIAL ORDER SUBJECT TO
FREIGHT CHARGE NOT LISTED ON
ESTIMATES**

Subtotal	\$9,450.00
Sales Tax (8.3%)	\$784.35
Total	\$10,234.35



keegan@nwsnowandice.com

5295 Sunset Hwy.

Cashmere, WA. 98815

(509)782-8015



S N O W P L O W

ESTIMATE

Date	QUOTE #
8/1/2023	1863

Name / Address
City of Selah Ty Jones

Ship To

Item	Description	Qty	Rate	Total
VBS22210	NEW BOSS FORGE 2.0 PINTLE DRIVE STAINLESS SPREADER, NO INSTALL INCLUDED V-BOX SPREADER, FORGE 2.0, PINTLE		11,010.00	11,010.00T

***SPECIAL ORDER SUBJECT TO
FREIGHT CHARGE NOT LISTED ON
ESTIMATES**

Subtotal	\$11,010.00
Sales Tax (8.3%)	\$913.83
Total	\$11,923.83

Thank you for your business!

4857 Contractors Drive, East Wenatchee, WA 98802

Phone (509-886-1566) Fax (509)884-5464

www.ValleyTractor.com



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 8/8/2023

Agenda Number: 13-E

Action Item

Title: Resolution Authorizing the Mayor to Sign a Contract with Ascent Foundations & More, LLC, Related to the City's Naches Avenue and City Hall Improvements Project

From: Rocky D. Wallace, Public Works Director

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: \$204,326.66

Funding Source: 111 Street Improvement Fund; 001 General Fund

Background/Findings/Facts: This pertains to the City's Naches Avenue and City Hall Improvements Project. The City solicited competitive sealed bids from interested contractors to install certain sidewalk improvements on Naches Avenue between First Street and Second Street, and also to install an ADA-compliant sidewalk ramp in front of City Hall. The received bids were opened and comparatively evaluated at Public Works at approximately 11:00 a.m., Wednesday, August 2, 2023. A total of four (4) bids were opened and compared. The lowest qualified bid was for the total amount of \$204,326.66, as submitted by Ascent Foundations & More, LLC, of Cle Elum, Washington. Such amount was almost exactly the cost estimate that had been prepared by the City's retained engineering firm, HLA Engineering and Land Surveying, Inc. (HLA). HLA had estimated \$204,050.00.

HLA and Public Works both recommend that the City award the project to Ascent Foundations & More. A "Contract" measuring six total pages (which pages are numbered 4-2 through 4-7, because they will be part of a larger total package of contract documents which package will include the specifications, bid material, and other items) has been prepared. A copy of such Contract is appended to this AIS. Its terms are acceptable to HLA and Public Works, and Public Works requests that the City Council authorize the Mayor – via approval of the attached proposed Resolution – to sign it.

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

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

Date:

Action Taken:

5/9/2023

Resolution No. 3009 authorizing the Mayor to sign "Task Order No. 2023-05" with HLA Engineering and Land Surveying, Inc., for professional services related to the City's Naches Avenue and City Hall Sidewalk Improvements Project.

RESOLUTION NO. 3040

RESOLUTION AUTHORIZING THE MAYOR TO SIGN A CONTRACT WITH ASCENT FOUNDATIONS & MORE, LLC, RELATED TO THE CITY'S NACHES AVENUE AND CITY HALL SIDEWALK IMPROVEMENTS PROJECT

WHEREAS, the City desires to construct certain sidewalks, steps, and an ADA-compliant ramp improvements along Naches Avenue between First Street and Second Street, and more specifically on the north side of the street in front of City Hall; and

WHEREAS, the City – with assistance by the City's retained engineering firm of HLA Engineering and Land Surveying, Inc. (HLA) – solicited competitive sealed bids from interested contractors for such construction work, comparatively evaluated the received bids, and determined the lowest qualified bidder to be Ascent Foundations & More, LLC, of Cle Elum, Washington; and

WHEREAS, the City desires to award this scope of work to Ascent Foundations & More, for the overall total cost of \$204,326.66; and

WHEREAS, a written "Contract" measuring six total pages (which pages are labeled Contract, Certifications, Contract Bond and Schedule of Working Hours, and are numbered 4-2 through 4-7 because they will be part of a larger total package of contract documents which package will include the specifications, bid material, and other items) has been prepared, and the terms of the proposed Contract are acceptable to HLA and City staff; and

WHEREAS, the City Council finds that good cause exists;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, as follows: (1) that the Mayor be and is authorized to sign, and Rocky D. Wallace be and is authorized to fill-in the appropriate data on any blank lines on, the six-page Contract with Ascent Foundations & More, LLC, in the form appended hereto; (2) if an award letter and/or any other documentation proves necessary to effectuate awarding and/or receiving this scope of work, the Mayor and/or Rocky D. Wallace are likewise authorized to sign and/or prepare such; and (3) if it becomes possible for the City to obtain this scope of work for a lessor amount than currently contemplated, the Mayor and/or Rocky D. Wallace are authorized to enter into and/or sign any necessary agreements or documents without further approval by the City Council.

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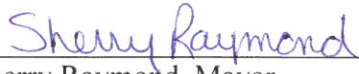
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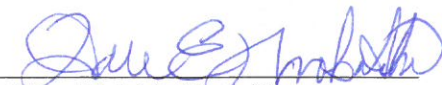
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/
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH,
WASHINGTON, this 8th day of August, 2023.



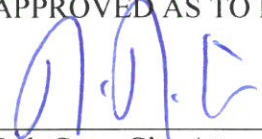
Sherry Raymond, Mayor

ATTEST:



Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:



Rob Case, City Attorney



August 2, 2023

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

Attn: Mayor Sherry Raymond

Re: City of Selah
Naches Avenue and City Hall Sidewalk
HLA Project No.: 21095A
Recommendation of Award

Dear Mayor Raymond:

The bid opening for the above referenced project was held at Selah Public Works Department at 11:00 a.m. on Wednesday, August 2, 2023. A total of four (4) bids were received with the low bid of \$204,326.66, being offered by Ascent Foundations & More, LLC, of Cle Elum, WA. This low bid is approximately one tenth (0.1) of a percent above the Engineer's Estimate of \$204,050.00.

We have reviewed and checked the bid proposals of all bidders and recommend the City of Selah award a construction contract to Ascent Foundations & More, LLC, in the amount of \$204,326.66. Please send us a copy of the City of Selah Council meeting minutes authorizing award of this project.

Enclosed please find the project Bid Summary for your review. Please advise if we may answer any questions or provide additional information.

Very truly yours,

Terry D. Alapeteri, PE

TDA/jld

Enclosures

Copy: Joe Henne, Rocky Wallace – City of Selah
Angie Ringer, Taylor Denny - HLA

CONTRACT

THIS AGREEMENT, made and entered into in triplicate, this _____ day of _____, 2023, by and between the City of Selah, hereinafter called the OWNER, and _____, hereinafter called the CONTRACTOR,

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this Agreement, the parties hereto covenant and agree as follows:

- I. The CONTRACTOR shall do all work and furnish all tools, materials, and equipment for the bid amount of \$_____, for NACHES AVENUE AND CITY HALL SIDEWALK IMPROVEMENTS, HLA Project No. 21095A, in accordance with and as described in the attached Plans and Specifications and the Standard Specifications for Road, Bridge, and Municipal Construction, which are by this reference incorporated herein and made a part hereof, and shall perform any alterations in or additions to the work provided under this Contract and every part thereof.

Contract time shall begin on the first working day following the Notice to Proceed Date and shall be completed within twenty-five (25) working days of the date of such Notice to Proceed (see SPECIAL PROVISIONS - Section 1-08.5).

If said work is not completed within the time specified, the CONTRACTOR agrees to pay to the OWNER for each and every working day said work remains uncompleted after expiration of the specified time, liquidated damages as determined in Section 1-08.9.

The CONTRACTOR shall provide and bear the expense of all equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this Contract and every part thereof, except such as are mentioned in the Specifications to be furnished by the OWNER.

- II. The OWNER hereby promises and agrees with the CONTRACTOR to employ, and does employ the CONTRACTOR to provide the materials and to do and cause to be done the above described work and to complete and finish the same according to the attached Plans and Specifications and the terms and conditions herein contained; and hereby contracts to pay for the same according to the attached Specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this Contract.
- III. The CONTRACTOR for himself, and for his/her heirs, executors, administrators, successors, and assigns does hereby agree to the full performance of all the covenants herein upon the part of the CONTRACTOR.
- IV. It is further provided that no liability shall attach to the OWNER by reason of entering into this Contract, except as expressly provided herein.
- V. CONTRACTOR is an independent contractor and not an employee of the OWNER. The OWNER has designated the Contract performance and the CONTRACTOR shall be responsible for the details of that work. The parties recognize the CONTRACTOR has unique skills not otherwise available to the OWNER to accomplish the purpose of the Contract. The CONTRACTOR shall supply all equipment and supplies necessary to accomplish the Contract. The parties recognize that the purpose of the Contract is not within the regular course of business of the OWNER. The parties state that the right of control over the activities necessary to perform the Contract are with the CONTRACTOR.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first herein above written.

OWNER:

City of Selah, Washington

(SEAL)

By: _____

ATTEST:

Name: Joe Henne

Title: City Administrator

Name: Dale Novobielski

Title: City Clerk

CONTRACTOR:

(CONTRACTOR NAME)

By: _____
AUTHORIZED OFFICIAL'S SIGNATURE

(SEAL)

Name: _____
(Please Print or Type)

ATTEST:

Address: _____

Phone: _____

Email: _____

Name: _____
(Please Print or Type)

CERTIFICATIONS

CITY OF SELAH
NACHES AVENUE AND CITY HALL SIDEWALK IMPROVEMENTS
HLA PROJECT NO. 21095A

Provide the following:

Name of Traffic Control Manager (TCM)
(Must be an employee of the Contractor)

Phone: _____

Email: _____

Name of Certified Traffic Control Supervisor (TCS)
(Provide copy of certificate)

Phone: _____

Email: _____

Name of Mandatory Alternate Certified Traffic Control Supervisor (TCS)
(Provide copy of certificate)

Phone: _____

Email: _____

Name of Certified Testing Laboratory for Material Testing

Phone: _____

Email: _____

CONTRACT BOND

CITY OF SELAH
NACHES AVENUE AND CITY HALL SIDEWALK IMPROVEMENTS
HLA PROJECT NO. 21095A

BOND TO CITY OF SELAH

KNOW ALL PERSONS BY THESE PRESENTS:

That we, the undersigned, _____,

as principal, and _____,

a corporation organized and existing under the laws of the State of _____, as a Surety corporation, and qualified under the laws of the State of Washington to become Surety upon bonds of contractors with municipal corporations, as Surety, are jointly and severally held and firmly bound to the City of Selah in the penal sum of \$ _____ for the payment of which sum we bind ourselves and our successors, heirs, administrators, or personal representatives, as the case may be.

This obligation is entered into in pursuance of the statutes of the State of Washington and the Ordinances of the City of Selah.

Dated at _____, Washington, this _____ day of _____, 2023.

Nevertheless, the conditions of the above obligation are such that:

WHEREAS, under and pursuant to action of the City of Selah, on _____, 2023, the City Administrator of said City of Selah, has let or is about to let to the said _____, the above bounden Principal, a certain Contract, the said Contract being numbered HLA Project No. 21095A, and providing for the construction of NACHES AVENUE AND CITY HALL SIDEWALK IMPROVEMENTS which Contract is referred to herein and is made a part hereof as though attached hereto, and

WHEREAS, the said Principal has accepted, or is about to accept, the said Contract, and undertake to perform the work therein provided for in the manner and within the time set forth;

NOW, THEREFORE, if the said _____ shall faithfully perform all the provisions of said Contract in the manner and within the time therein set forth, or within such extensions of time as may be granted under said Contract, and shall pay all laborers, mechanics, sub-contractors and material men and all industrial insurance premiums, and all persons who shall supply said principal or subcontractors with provisions and supplies for the carrying on of said work, and shall indemnify and hold the City of Selah harmless from any damage or expense by reason of failure of performance as specified in said Contract or from defects appearing or developing in the material or workmanship provided or performed under said Contract within a period of one year after its acceptance thereof by the City of Selah then and in that event this obligation shall be void; but otherwise it shall be and remain in full force and effect.

CITY OF SELAH
NACHES AVENUE AND CITY HALL SIDEWALK IMPROVEMENTS
HLA PROJECT NO. 21095A

SURETY: _____

CONTRACTOR: _____

By: _____
(Attorney-in-fact)

CONTRACTOR NAME

Name: _____
(Please Print or Type)

By: _____
AUTHORIZED OFFICIAL'S SIGNATURE

Agent: _____

Name: _____
(Please Print or Type)

Address: _____

Surety Representative Name:

Surety Representative Phone:

Surety Representative Email:

SCHEDULE OF WORKING HOURS

CITY OF SELAH
NACHES AVENUE AND CITY HALL SIDEWALK IMPROVEMENTS
HLA PROJECT NO. 21095A

In accordance with Section 1-08.0(2) Hours of Work, the normal straight time working hours for this project will be from _____ a.m. to _____ p.m., _____ days per week. It is understood that normal straight time working hours shall not exceed 40 hours per week, regardless of the number of days worked per week. All hours worked in excess of 40 hours per week shall be considered as overtime hours subject to the reimbursement provisions of Section 1-08.0(2) Hours of Work and Section 1-08.0(3) Reimbursement for Overtime Work of Contracting Agency Employees.

Overtime hours are defined as any hours in excess of or outside of the above normal straight time working hours when the Contractor and/or his subcontractors are on the project site performing work.

I hereby certify that my subcontractors have been notified of the normal straight time working hours provisions of this project and understand that Engineer/Contracting Agency costs for overtime hours will be deducted from amounts due to me for work performed on the project.

Contractor

Signature

Date



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 8/8/2023

Agenda Number: 13-F

Action Item

Title: Resolution Authorizing the Mayor to Sign a Contract with Ascent Foundation & More, LLC, Related to the City's North Tennis Courts Reconstruction Project

From: Rocky D. Wallace, Public Works Director

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: \$324,969.81 of City funds. Of that total, the Selah School District will reimburse \$150,000.00 to the City.

Funding Source: 001 General Fund

Background/Findings/Facts: This pertains to the City's North Tennis Court Reconstruction Project. The City solicited competitive sealed bids from interested contractors to remove and reconstruct the north tennis courts, and also to install an asphalt path from the parking lot to the skate park. The received bids were opened and comparatively evaluated at Public Works at approximately 11:00 a.m., Wednesday, August 2, 2023. A total of five (5) bids were opened and compared. The lowest qualified bid was for the total amount of \$324,969.77, as submitted by Ascent Foundation & More, LLC, of Cle Elum, Washington. Such amount proved to be approximately three percent (3%) lower than the preliminary cost estimate that had been prepared by the City's retained engineering firm – HLA Land Engineering & Land Surveying, Inc. (HLA).

HLA and Public Works both recommend that the City award the project to Ascent Foundation & More. A "Contract" measuring six total pages (which pages are numbered 4-2 through 4-7, because they will be part of a larger total package of contract documents which package will include the specifications, bid material, and other items) has been prepared. A copy of such Contract is appended to this AIS. Its terms are acceptable to HLA and Public Works, and Public Works requests that the City Council authorize the Mayor – via approval of the attached proposed Resolution – to sign it.

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

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

Date:

Action Taken:

5/9/2023

Resolution authorizing the Mayor to sign "Task Order No. 2023-04" with HLA Engineering and Land Surveying, Inc., for professional services related to the City's Carlon Park Tennis Courts Reconstruction Project.

RESOLUTION NO. 3041

RESOLUTION AUTHORIZING THE MAYOR TO SIGN A CONTRACT WITH ASCENT FOUNDATIONS & MORE, LLC, RELATED TO THE CITY'S NORTH TENNIS COURT RECONSTRUCTION PROJECT

WHEREAS, the City desires to reconstruct the north tennis courts and also to add an asphalt path to the skate park, with the entirety of such scope of work being known as the North Tennis Court Reconstruction Project; and

WHEREAS, the City – with assistance by the City's retained engineering firm of HLA Engineering and Land Surveying, Inc. – solicited competitive sealed bids from interested contractors for this scope of work, comparatively evaluated the received bids, and determined the lowest qualified bidder to be Ascent Foundations & More, LLC, of Cle Elum, Washington; and

WHEREAS, the City desires to award this scope of work to Ascent Foundations & More, for the quoted overall total cost of \$324,969.81; and

WHEREAS, a written "Contract" measuring six total pages (which pages are labeled Contract, Certifications, Contract Bond and Schedule of Working Hours, and are numbered 4-2 through 4-7 because they will be part of a larger total package of contract documents which package will include the specifications, bid material, and other items) has been prepared, and the terms of the proposed Contract are acceptable to City staff; and

WHEREAS, the City Council finds that good cause exists;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, as follows: (1) that the Mayor be and is authorized to sign, and Rocky D. Wallace be and is authorized to fill-in the appropriate data on any blank lines on, the six-page Contract with Ascent Foundations & More, LLC, in the form appended hereto; (2) if an award letter and/or any other documentation proves necessary to effectuate awarding and/or receiving this scope of work, the Mayor and/or Rocky D. Wallace are likewise authorized to sign and/or prepare such; and (3) if it becomes possible for the City to obtain this scope of work for a lessor amount than currently contemplated, the Mayor and/or Rocky D. Wallace are authorized to enter into and/or sign any necessary agreements or documents without further approval by the City Council.

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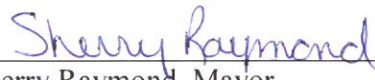
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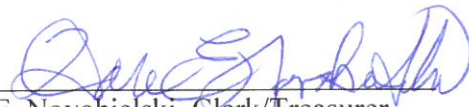
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PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH,
WASHINGTON, this 8th day of August, 2023.



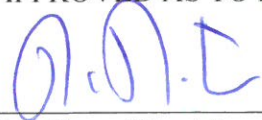
Sherry Raymond, Mayor

ATTEST:



Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:



Rob Case, City Attorney



August 2, 2023

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

Attn: Mayor Sherry Raymond

Re: City of Selah
North Tennis Courts Reconstruction
HLA Project No.: 23054
Recommendation of Award

Dear Mayor Raymond:

The bid opening for the above referenced project was held at Selah Public Works Department at 11:00 a.m. on Wednesday, August 2, 2023. A total of five (5) bids were received with the low bid of \$324,969.81, being offered by Ascent Foundations & More, LLC, of Cle Elum, WA. This low bid is approximately three (3) percent below the Engineer's Estimate of \$334,863.60.

We have reviewed and checked the bid proposals of all bidders and recommend the City of Selah award a construction contract to Ascent Foundations & More, LLC, in the amount of \$324,969.81. Please send us a copy of the City of Selah Council meeting minutes authorizing award of this project.

Enclosed please find the project Bid Summary for your review. Please advise if we may answer any questions or provide additional information.


Very truly yours,

Terry D. Alapeteri, PE

TDA/jld

Enclosures

Copy: Joe Henne, Rocky Wallace – City of Selah
Angie Ringer, Taylor Denny - HLA

BID SUMMARY										BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3	
Owner: City of Selah Project: North Tennis Courts Reconstruction HLA Project No.: 23054 Bid Opening Date: August 2, 2023										Ascent Foundations & More, LLC 106 N. Peoh Ave., Ste. C Cle Elum, WA 98922		Granite Construction Company 80 Pond Road Yakima, WA 98901		Midway Underground, LLC P.O. Box 1107 Toledo, WA 98591	
ITEM NO.	DESCRIPTION	QTY.	UNIT	ENGINEER'S ESTIMATE		BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3					
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT				
1	Minor Change	Est.	FA	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00				
2	Mobilization	---	LS	\$ 25,000.00	\$ 25,000.00	\$ 10,500.00	\$ 10,500.00	\$ 30,000.00	\$ 30,000.00	\$ 33,000.00	\$ 33,000.00				
3	Project Temporary Traffic Control	---	LS	\$ 4,000.00	\$ 4,000.00	\$ 1.00	\$ 1.00	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00				
4	Remove and Replace Fencing	---	LS	\$ 12,000.00	\$ 12,000.00	\$ 8,428.19	\$ 8,428.19	\$ 12,000.00	\$ 12,000.00	\$ 6,500.00	\$ 6,500.00				
5	Excavation Incl. Haul	700	CY	\$ 50.00	\$ 35,000.00	\$ 44.32	\$ 31,024.00	\$ 51.50	\$ 36,050.00	\$ 60.00	\$ 42,000.00				
6	Crushed Surfacing Top Course	930	TON	\$ 40.00	\$ 37,200.00	\$ 32.40	\$ 30,132.00	\$ 38.50	\$ 35,805.00	\$ 70.00	\$ 65,100.00				
7	HMA Cl. 3/8-Inch PG 64H-28	500	TON	\$ 160.00	\$ 80,000.00	\$ 168.38	\$ 84,190.00	\$ 155.00	\$ 77,500.00	\$ 150.00	\$ 75,000.00				
8	Repair South Courts	Est.	FA	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00				
9	Net Post Cement Concrete Foundation	8	EA	\$ 500.00	\$ 4,000.00	\$ 1,444.23	\$ 11,553.84	\$ 1,750.00	\$ 14,000.00	\$ 1,250.00	\$ 10,000.00				
10	Tennis Court Surfacing	---	LS	\$ 60,000.00	\$ 60,000.00	\$ 77,937.57	\$ 77,937.57	\$ 48,000.00	\$ 48,000.00	\$ 50,000.00	\$ 50,000.00				
11	Pavement Markings	---	LS	\$ 12,000.00	\$ 12,000.00	\$ 6,297.86	\$ 6,297.86	\$ 16,750.00	\$ 16,750.00	\$ 18,000.00	\$ 18,000.00				
Bid Subtotal					\$ 309,200.00		\$ 300,064.46		\$ 312,105.00		\$ 342,100.00				
8.3% Sales Tax					\$ 25,663.60		\$ 24,905.35		\$ 25,904.72		\$ 28,394.30				
BID TOTAL					\$ 334,863.60		\$ 324,969.81		\$ 338,009.72		\$ 370,494.30				
ENGINEER'S REPORT															
Competitive bids were opened August 2, 2023. All bids have been reviewed by this office.															
We recommend the contract be awarded to: Ascent Foundations & More, LLC.															
<div> <div>Project Engineer</div> <div>Date</div> </div> <div>  </div>															
*Bid results can be found at: hlacivil.com															
*Highlighted amounts have been corrected.															

CONTRACT

THIS AGREEMENT, made and entered into in triplicate, this _____ day of _____, 2023, by and between the City of Selah, hereinafter called the OWNER, and _____, hereinafter called the CONTRACTOR,

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this Agreement, the parties hereto covenant and agree as follows:

- I. The CONTRACTOR shall do all work and furnish all tools, materials, and equipment for the bid amount of \$_____, for NORTH TENNIS COURTS RECONSTRUCTION, HLA Project No. 23054, in accordance with and as described in the attached Plans and Specifications and the Standard Specifications for Road, Bridge, and Municipal Construction, which are by this reference incorporated herein and made a part hereof, and shall perform any alterations in or additions to the work provided under this Contract and every part thereof.

Contract time shall begin on the first working day following the Notice to Proceed Date and shall be completed within twenty-five (25) working days of the date of such Notice to Proceed (see SPECIAL PROVISIONS - Section 1-08.5).

If said work is not completed within the time specified, the CONTRACTOR agrees to pay to the OWNER for each and every working day said work remains uncompleted after expiration of the specified time, liquidated damages as determined in Section 1-08.9.

The CONTRACTOR shall provide and bear the expense of all equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this Contract and every part thereof, except such as are mentioned in the Specifications to be furnished by the OWNER.

- II. The OWNER hereby promises and agrees with the CONTRACTOR to employ, and does employ the CONTRACTOR to provide the materials and to do and cause to be done the above described work and to complete and finish the same according to the attached Plans and Specifications and the terms and conditions herein contained; and hereby contracts to pay for the same according to the attached Specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this Contract.
- III. The CONTRACTOR for himself, and for his/her heirs, executors, administrators, successors, and assigns does hereby agree to the full performance of all the covenants herein upon the part of the CONTRACTOR.
- IV. It is further provided that no liability shall attach to the OWNER by reason of entering into this Contract, except as expressly provided herein.
- V. CONTRACTOR is an independent contractor and not an employee of the OWNER. The OWNER has designated the Contract performance and the CONTRACTOR shall be responsible for the details of that work. The parties recognize the CONTRACTOR has unique skills not otherwise available to the OWNER to accomplish the purpose of the Contract. The CONTRACTOR shall supply all equipment and supplies necessary to accomplish the Contract. The parties recognize that the purpose of the Contract is not within the regular course of business of the OWNER. The parties state that the right of control over the activities necessary to perform the Contract are with the CONTRACTOR.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first herein above written.

OWNER:

City of Selah, Washington

(SEAL)

By: _____

ATTEST:

Name: Joe Henne

Title: City Administrator

Name: Dale Novobielski

Title: City Clerk

CONTRACTOR:

(CONTRACTOR NAME)

By: _____
AUTHORIZED OFFICIAL'S SIGNATURE

(SEAL)

Name: _____
(Please Print or Type)

ATTEST:

Address: _____

Phone: _____

Email: _____

Name: _____
(Please Print or Type)

CERTIFICATIONS

CITY OF SELAH
NORTH TENNIS COURTS RECONSTRUCTION
HLA PROJECT NO. 23054

Provide the following:

Name of Traffic Control Manager (TCM)
(Must be an employee of the Contractor)

Phone: _____

Email: _____

Name of Certified Traffic Control Supervisor (TCS)
(Provide copy of certificate)

Phone: _____

Email: _____

Name of Mandatory Alternate Certified Traffic Control Supervisor (TCS)
(Provide copy of certificate)

Phone: _____

Email: _____

Phone: _____

Email: _____

CONTRACT BOND

CITY OF SELAH
NORTH TENNIS COURTS RECONSTRUCTION
HLA PROJECT NO. 23054

BOND TO CITY OF SELAH

KNOW ALL PERSONS BY THESE PRESENTS:

That we, the undersigned, _____,

as principal, and _____,

a corporation organized and existing under the laws of the State of _____, as a Surety corporation, and qualified under the laws of the State of Washington to become Surety upon bonds of contractors with municipal corporations, as Surety, are jointly and severally held and firmly bound to the City of Selah in the penal sum of \$ _____ for the payment of which sum we bind ourselves and our successors, heirs, administrators, or personal representatives, as the case may be.

This obligation is entered into in pursuance of the statutes of the State of Washington and the Ordinances of the City of Selah.

Dated at _____, Washington, this _____ day of _____, 2023.

Nevertheless, the conditions of the above obligation are such that:

WHEREAS, under and pursuant to action of the City of Selah, on _____, 2023, the City Administrator of said City of Selah, has let or is about to let to the said _____, the above bounden Principal, a certain Contract, the said Contract being numbered HLA Project No. 23054, and providing for the construction of NORTH TENNIS COURTS RECONSTRUCTION which Contract is referred to herein and is made a part hereof as though attached hereto, and

WHEREAS, the said Principal has accepted, or is about to accept, the said Contract, and undertake to perform the work therein provided for in the manner and within the time set forth;

NOW, THEREFORE, if the said _____ shall faithfully perform all the provisions of said Contract in the manner and within the time therein set forth, or within such extensions of time as may be granted under said Contract, and shall pay all laborers, mechanics, subcontractors and material men and all industrial insurance premiums, and all persons who shall supply said principal or subcontractors with provisions and supplies for the carrying on of said work, and shall indemnify and hold the City of Selah harmless from any damage or expense by reason of failure of performance as specified in said Contract or from defects appearing or developing in the material or workmanship provided or performed under said Contract within a period of one year after its acceptance thereof by the City of Selah, then and in that event this obligation shall be void; but otherwise it shall be and remain in full force and effect.

CITY OF SELAH
NORTH TENNIS COURTS RECONSTRUCTION
HLA PROJECT NO. 23054

SURETY: _____

By: _____
(Attorney-in-fact)

Name: _____
(Please Print or Type)

Agent: _____

Address: _____

Surety Representative Name:

Surety Representative Phone:

Surety Representative Email:

CONTRACTOR:

CONTRACTOR NAME

By: _____
AUTHORIZED OFFICIAL'S SIGNATURE

Name: _____
(Please Print or Type)

SCHEDULE OF WORKING HOURS

CITY OF SELAH
NORTH TENNIS COURTS RECONSTRUCTION
HLA PROJECT NO. 23054

In accordance with Section 1-08.0(2) Hours of Work, the normal straight time working hours for this project will be from _____ a.m. to _____ p.m., _____ days per week. It is understood that normal straight time working hours shall not exceed 40 hours per week, regardless of the number of days worked per week. All hours worked in excess of 40 hours per week shall be considered as overtime hours subject to the reimbursement provisions of Section 1-08.0(2) Hours of Work and Section 1-08.0(3) Reimbursement for Overtime Work of Contracting Agency Employees.

Overtime hours are defined as any hours in excess of or outside of the above normal straight time working hours when the Contractor and/or his subcontractors are on the project site performing work.

I hereby certify that my subcontractors have been notified of the normal straight time working hours provisions of this project and understand that Engineer/Contracting Agency costs for overtime hours will be deducted from amounts due to me for work performed on the project.

Contractor

Signature

Date



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 8/8/2023

Agenda Number: 13-6

ACTION ITEM

Title: Resolution Adopting the “Selah Transit Development Plan 2024-2029 and 2022-2023 Annual Report”

From: Joe Henne, City Administrator

Action Requested: Approval

Staff Recommendation: N/A

Board/Commission Recommendation: N/A

Fiscal Impact: N/A

Funding Source: N/A

Background/Findings/Facts: The Washington State Department of Transportation requires the City to, annually, publish its Transit Plan and update its Six-Year Transit Development Plan and Annual Report. Appended hereto is the proposed “Selah Transit Development Plan 2024 to 2029 and 2022-2023 Annual Report”, which City staff requests the City Council to adopt by passing the corresponding proposed Resolution.

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:
7/19/2023	Notice of Public Hearing the “Selah Transit Development Plan” for the Six-Year Plan 2024-2029
8/08/2023	Public Hearing the “Selah Transit Development Plan” for the Six-Year Plan 2024-2029

RESOLUTION NO. 30340

RESOLUTION ADOPTING THE “SELAH TRANSIT DEVELOPMENT PLAN 2024-2029
AND 2022-2023 ANNUAL REPORT”

WHEREAS, the Washington State Department of Transportation requires the City to, annually, publish its Transit Report and update its Six-year Transit Development Plan and Annual Report; and

WHEREAS, the City Council held an open public hearing August 8, 2023, for the purpose of receiving public input regarding the City’s transit plan; and

WHEREAS, the City Council finds that good cause exists to adopt the “Selah Transit Development Plan 2024-2029 and 2022-2023 Annual Report” in the form proposed by City staff;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, as follows: the “Selah Transit Development Plan 2024-2029 and 2022-2023 Annual Report” is hereby adopted in the seventeen-page form appended hereto.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 8th day of August, 2023.

Sherry Raymond
Sherry Raymond, Mayor

ATTEST:

Dale E. Novobielski
Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:

Rob Case
Rob Case, City Attorney

DATE: AUGUST 8, 2023

[illegible]

COUNCIL ROLL CALL LIST: Meeting Date: 8-8-23

YES	ATTENDANCE	NO
✓	Councilmember Marquis	
✓	Councilmember Bell	
✓	Councilmember Costello	
✓	Councilmember Carlson	
✓	Councilmember Iverson	
	Councilmember Wickenhagen	
✓	Councilmember Peterson	

YES	AIS: 13-B	NO
✓	Councilmember Marquis	
✓	Councilmember Bell 1	
✓	Councilmember Costello	
✓	Councilmember Carlson	
✓	Councilmember Iverson	
	Councilmember Wickenhagen	
✓	Councilmember Peterson 2	

UNAN.

YES	AIS: 13-b	NO
✓	Councilmember Marquis	
✓	Councilmember Bell	
✓	Councilmember Costello	
✓	Councilmember Carlson 2	
✓	Councilmember Iverson	
	Councilmember Wickenhagen	
✓	Councilmember Peterson 1	

YES	AIS: 13-C	NO
✓	Councilmember Marquis	
✓	Councilmember Bell	
✓	Councilmember Costello 1	
✓	Councilmember Carlson 2	
✓	Councilmember Iverson	
	Councilmember Wickenhagen	
✓	Councilmember Peterson	

UNAN.

YES	AIS: 13-A	NO
✓	Councilmember Marquis 2	
✓	Councilmember Bell 1	
✓	Councilmember Costello	
✓	Councilmember Carlson	
✓	Councilmember Iverson	
	Councilmember Wickenhagen	
✓	Councilmember Peterson	

YES	AIS: 13-D	NO
✓	Councilmember Marquis	
✓	Councilmember Bell	
✓	Councilmember Costello	
✓	Councilmember Carlson 1	
✓	Councilmember Iverson 2	
	Councilmember Wickenhagen	
✓	Councilmember Peterson	

UNAN.

UNAN.

UNAN.

COUNCIL ROLL CALL LIST: Meeting Date: 8-8-23

UNAN.

YES	ATTENDANCE <i>RESO 13-E</i>	NO
✓	Councilmember Marquis	
✓	Councilmember Bell <i>1</i>	
✓	Councilmember Costello <i>2</i>	
✓	Councilmember Carlson	
✓	Councilmember Iverson	
	<i>Wickenhagen</i>	
✓	Councilmember Peterson	

YES	AIS:	NO
	Councilmember Marquis	
	Councilmember Bell	
	Councilmember Costello	
	Councilmember Carlson	
	Councilmember Iverson	
	Councilmember Wickenhagen	
	Councilmember Peterson	

UNAN.

YES	AIS: <i>13-F</i>	NO
✓	Councilmember Marquis	
✓	Councilmember Bell	
✓	Councilmember Costello	
✓	Councilmember Carlson <i>2</i>	
✓	Councilmember Iverson <i>1</i>	
	<i>Wickenhagen</i>	
✓	Councilmember Peterson	

YES	AIS:	NO
	Councilmember Marquis	
	Councilmember Bell	
	Councilmember Costello	
	Councilmember Carlson	
	Councilmember Iverson	
	Councilmember Wickenhagen	
	Councilmember Peterson	

YES	AIS:	NO
	Councilmember Marquis	
	Councilmember Bell	
	Councilmember Costello	
	Councilmember Carlson	
	Councilmember Iverson	
	Councilmember Wickenhagen	
	Councilmember Peterson	

YES	AIS:	NO
	Councilmember Marquis	
	Councilmember Bell	
	Councilmember Costello	
	Councilmember Carlson	
	Councilmember Iverson	
	Councilmember Wickenhagen	
	Councilmember Peterson	

Morales, Treesa

From: Selah Webmaster
Sent: Monday, August 7, 2023 1:35 PM
To: Morales, Treesa
Subject: New Public Comment Submission

Meeting Type / Tipo de Reunión

Council Meeting

Meeting Date / Fecha de la Reunión

08/08/2023

Topic / Tema

Legality of Tie Breaking Vote by Mayor

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

I will submit my comment below for the Meeting Secretary to read aloud at the meeting. / Enviaré mi comentario a continuación para que el Secretario de la reunión lo lea en voz alta en la reunión.

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

I will not be attending. / No voy a asistir.

First & Last Name / Nombre y Apellido

William Longmire

Registered Voter?

Yes

Residency / Residencia

Selah 98942
United States
[Map It](#)

Email Address / Correo Electrónico

selahresident@outlook.com

Written Comment / Comentario Escrito Público

Item 13-E in the June 13, 2023 Council Agenda Packet was a resolution for the payment of money and needed a majority vote of all members of the council.
Mr. Case stated it was a resolution for the payment of money during the meeting and then referenced a hearsay MRSC correspondence from the prior City Administrator who has since been fired. RCW 35.A.12.100 is very specific and states that the Mayor "shall have a vote only in the case of a tie in the votes of the councilmembers with respect to matters other than the passage of any" "resolution for the payment of money".

I challenge the legality of the tie breaking vote by the Mayor and believe this resolution should go back to council for a majority vote of all members of the council.

William Longmire