



# SELAH CITY COUNCIL

August 22, 2023

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 22, 2023  
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

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## 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 Jason Williams, Harvest Church, Selah**
- 6) **Announcement of changes, if any, from previously-published Agenda**
- 7) **Getting to know local businesses, agencies and/or people (up to 5 minutes total)**
- 8) **Comments from the public (up to 30 minutes total)**

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

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

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

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

- A. Pre-arranged oral comments (up to 5 minutes each)
  - a. Jim Mesplie, Dolphins Swim Team
- 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 Study Session and Minutes from August 8, 2023 Council Meeting
- B. Dale Novobielski \* Approval of Claims & Payroll

11) **Public Hearings - None**

12) **General Business**

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

13) **Resolutions**

- A. Rob Case Resolution Authorizing the Mayor to Sign a Six-Page “No-Charge Facility Use Agreement with Independent Contractor” for Operation of After School Programs at the Civic Center during the 2023-2024 School Year by Explore Your Wild

14) **Ordinances**

- A. Rocky Wallace Ordinance Amending Section 8.70.020 of the Selah Municipal Code, “Parking Prohibited on Certain Streets”; Providing for Severability; Authorizing Corrections; and Directing Publishing and Establishing an Effective Date

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 - None**

18) **Adjournment**

Next Regular Study Session and Meeting: September 12, 2023



**Selah City Council**  
Regular Meeting  
***AGENDA ITEM SUMMARY***

Meeting Date: 8/22/2023

Agenda Number: 10 - A \*

Action Item

**Title:** Approval of Study Session and Meeting Minutes from August 8, 2023 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 Minutes**  
**August 8, 2023**  
Study Session

Mayor Raymond called the study session to order at 4:30 p.m.

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

Staff Present: Joe Henne, City Administrator; Rob Case, City Attorney; Daniel Christman, Chief of Police; James Lange, Fire Chief; Rocky Wallace, Public Works Director; Jeff Peters, Community Development Supervisor; and Treesa Morales, Executive Secretary.

Community Development Supervisor, Jeff Peters began the discussion by introducing the subject and presenter, Tom Beckwith. After explaining the purpose of the meeting and the reason for the housing action plan, Mr. Peters turned the meeting over to Mr. Beckwith who appeared via Zoom.

After reviewing the power point presentation provided to council, Mr. Peters notified the Council that members of the planning commission were in the audience and available to talk with the councilmembers if they had questions.

Councilmember Carlson referred to slide #30, regarding renting or owning. Mr. Carlson noted that there are a high number of residents who would prefer to own their own home, and asked Mr. Beckwith if he knew what type of home they want to own. Mr. Beckwith replied, they can only qualify that the responders want to own, not what type of home.

Councilmember Carlson then asked about the development options noted on slide #49; and asked if the Canyon Cliff's development would qualify? Mr. Peters responded possibly, or something similar, and noted the different types of options that qualify as shown in the presentation. Mr. Beckwith added that they are not trying to sell a design, just to present a concept, and suggested different options that would reduce costs to build. Mr. Beckwith stated that reducing size, or using modular or container homes, can save anywhere from 4-26% independently, or when combined, can reduce overall costs by 49-59%.

Councilmember Bell referred to the Option A vs. B, and said that based on these numbers, the City should take Option A which is based on the average income for Selah versus the average income for the county as shown in Option B. Mr. Bell stated there did not seem to be any advantage to selecting Option B, and asked Mr. Beckwith why the City would consider it? Mr. Beckwith responded that legislative mandates and the Office of Financial Management state that every city needs to try to find a balance between the income groups, and that cities should work to match the countywide numbers. Mr. Beckwith pointed out that Method A is achievable and that Method B is harder to obtain, but both should be considered. Councilmember Bell stated that if the City uses County numbers that they would be on the low end compared to Selah

numbers and that would create a disproportionate amount of lowest end homes in Selah. Mr. Beckwith responded that Cities are supposed to do their fair share to provide options at the different levels.

Councilmember Bell commented about a recent meeting he attended with a Commercial Loan Officer was talking about the availability of money for housing and indicated that if someone is not currently owner occupied, the odds of getting a loan are near zero. Mr. Bell asked Mr. Beckwith if this is considered if the developers are working to meet the requirements but the units won't be owner occupied. Mr. Beckwith stated that finances are one of the biggest determinates of what someone can afford, and with interest rates so high, the housing market is nearly frozen. Mr. Beckwith said he expects that will change over time, and between now and then, most programs are focusing on construction, not finance.

Mayor Raymond asked council if there were any other questions.

Lisa Smith, Chair of the Planning Commission, approached the podium to introduce herself to the Council and said the Planning Commission was equally overwhelmed with the information too. Ms. Smith stated the Planning Commission is more in favor of Option A, but they are not sure how the County is going to allow the City to incorporate the County numbers. Ms. Smith also pointed out that the Commission will watch for incentives and zoning changes, and thanked Mr. Peters and his staff for all their work in getting the word out regarding the surveys, and invited any Councilmember to attend the Planning Commission meetings.

Mr. Beckwith added that there was a lot of data presented, the bulk of which will go into appendices to the final plan, which will only be about 20 pages of information depending on what the Council decides to adopt.

Mayor Raymond thanked Mr. Beckwith and told Council there will be a five minute break.

**City of Selah**  
**City Council Meeting Minutes**  
**August 8, 2023**  
Regular Meeting

- 1) **Call to Order:** Mayor Raymond called the meeting to order at 5:38 pm.
- 2) **Roll Call**
  - A. Councilmembers Present: Elizabeth Marquis, Roger Bell, Michael Costello, Russell Carlson, Jared Iverson, 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; Ron Anderson, Recreation Coordinator, and Treesa Morales, Executive Secretary.
- 3) **Registering in record of Councilmember absence(s) as excused absence(s), per SMC 1.06.070**

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

- 4) **Pledge of Allegiance**
- 5) **Invocation with Don Cline from the Church of Bible Baptist Church of Selah.**
- 6) **Announcement of changes, if any, from previously-published agenda: None**
- 7) **Getting to know local businesses, agencies and/or people**
- 8) **Comments from the public**

- A. Pre-arranged oral comments
  - a) Executive Secretary Morales read the single comment received by the City from community member William Longmire:

*“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.”*

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 Bell noted that the minutes indicated that Councilmember Wickenhagen was not present, but he was – under section 2-A.

Councilmember Bell moved to approve the consent agenda as amended. Councilmember Iverson 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 – yes; Councilmember Wickenhagen – absent; Councilmember Peterson – yes. Motion carries.

Ms. Morales read the Consent Agenda:

- A. Treesa Morales Approval of Minutes: July 25, 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. 180308-180368 for a total of \$295,846.23

**11) Public Hearings**

- A. Public Hearing to Receive Public Input Regarding the Potential Adoption of the “Selah Transit Development Plan 2024-2029 and 2022-2023 Annual Report” per 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 City Administrator, Joe Henne. After presentation, Mayor Raymond opened the public hearing at 5:46 p.m. Mayor Raymond asked for council discussion. Hearing none, Mayor Raymond closed the public hearing at 5:47 p.m.

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

Introduced by Mayor Raymond, presented by City Administrator, Joe Henne. After presentation, Councilmember Peterson moved to approve the Resolution as presented. Councilmember Costello seconded. Mayor Raymond asked for discussion.

Councilmember Bell pointed out under 11-A on page 7, the plan says in 2029, all transit vehicles will be converted to hybrid and yet on page 11, they show an increase in fuel gallons by 2029. Mr. Bell suggested they adjust these numbers if they truly are going to have hybrid vehicles. Mr. Henne said they can look into it, and that the statement says they hope to have electric vehicles, but are unsure if it is possible and it depends on technology.

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 – yes; Councilmember Wickenhagen – absent; Councilmember Peterson – yes. Motion carries.

**12) General Business**

- A. New Business: None**
- B. Old Business: None**

**13) Resolutions**

- A. 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.**

Introduced by Mayor Raymond and presented by City Administrator, Joe Henne. After presentation,

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

Councilmember Carlson mentioned that in the past, we attempted to add on services at the Civic Center, and the companies said it was too much, and wondered what ABM's opinion is on increased charges. Mr. Henne said he is going to have a sit down with them to make sure our position is clear. Mr. Henne said ABM mentioned that perhaps the contract is different than what was portrayed, but when he spoke to Spokane County and the City of Pasco, both spoke very highly of the company. City Attorney Case added that the issue of the Civic Center is if it is recurring or unexpected. Mr. Case referred to exhibit B and stated if the work is ongoing, both parties will need to come to an agreement.

Councilmember Peterson asked who determines if it is recurring or not? Mr. Case said it could go either way, and if no conclusion is reached, the two parties could separate. Mr. Case explained part of the reason the contract is structured in a month to month is so either party can get out of the deal if no conclusion can be reached.

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 – yes; Councilmember Wickenhagen – absent; Councilmember Peterson – yes. Motion carries.

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

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

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

Councilmember Marquis stated that this request is for a ton of extra money, and asked what else still needs to be considered, such as a new pump? Mr. Wallace stated that the well was drilled approximately in 1955, and all this work is in an effort to make the well work for another 10 years before the City might need to drill a new well. Mr. Wallace stated the current well is technically on Tree Top land, so the City may need to consider buying the land to drill a new well, or drill in another nearby location where a new well can still be on the same aquifer. Ms. Marquis asked Rocky if had any idea how much it would cost to drill a new well? Rocky replied, no. Mr. Henne stated that in order to drill a new well, the City would have to apply for a different point of location to draw from because the current water rights are tied to that section of township, but that he estimates a new well could be around \$1.5 million.

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 – yes; Councilmember Wickenhagen – absent; Councilmember Peterson – yes. Motion carries.

**C. 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**

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

Councilmember Costello moved to approve the resolution as presented. Councilmember Carlson seconded. Mayor Raymond restated the motion and asked Council for discussion. Hearing none, Mayor Raymond requested roll call. Ms. Morales called roll: Councilmember Marquis – yes; Councilmember Bell – yes; Councilmember Costello – yes; Councilmember Carlson – yes; Councilmember Iverson – yes; Councilmember Wickenhagen – absent; Councilmember Peterson – yes. Motion carries.

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

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

Councilmember Carlson moved to approve the resolution as presented. Councilmember Iverson seconded. Mayor Raymond restated the motion and asked Council for discussion. Hearing none, Mayor Raymond requested roll call. Ms. Morales called roll: Councilmember Marquis – yes; Councilmember Bell – yes; Councilmember Costello – yes; Councilmember Carlson – yes; Councilmember Iverson – yes; Councilmember Wickenhagen – absent; Councilmember Peterson – yes. Motion carries.

**E. 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**

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

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

Councilmember Carlson asked Mr. Wallace about Selland Construction, and noted there are other projects they have been awarded, but the mobilization for this bid makes it seem like they do not have any equipment here. Mr. Wallace said they are here for the Fremont project. Mr. Carlson asked why they bid \$14,000 for mobilization? Mr. Wallace replied it was because they needed different equipment.

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 – yes; Councilmember Wickenhagen – absent; Councilmember Peterson – yes. Motion carries.

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

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

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

Councilmember Carlson pointed out that there are two projects discussed today, and two mobilizations listed, specifically with Bidder #2 being right next door to us, and they still bid \$30,000 for mobilization for this project. Mr. Wallace said he was not sure why it was so high. Councilmember Carlson asked if there was a way to discourage it? Mr. Wallace said no because they are sealed bids.

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 – yes; Councilmember Wickenhagen – absent; Councilmember Peterson – yes. Motion carries.

#### **14. Ordinances - None**

#### **15. Reports/Announcements**

##### **A. Departments**

- Police Department – Chief Christman provided a department report, stating that the National Night out event was a great success and they are already making plans for next year's event. Chief noted that the Regional Crime Lab was up and running and accepting evidence for processing. Chief also explained the benefits in data provided by the Crime Lab with regards to crime mapping around our City and how it can aid when applying for grants. Chief Christman also discussed a movement occurring around the valley to regionalize communication throughout the County, specifically with regards to dispatch services. Chief pointed out that if the current system goes down, there is no back up or automatic transfer to another county. Chief explained the benefits to having a single-radio system between fire and police and the need. Chief also explained that, right now, all 911 money received is going to SunComm, but with a regionalized dispatch system, the County could get some of the money back to build a center. Chief then told the Council that, soon, he will be bringing forward information on the regional SWAT team.

Mayor Raymond asked for an update on the Flock Cameras

Chief Christman said he thought there was supposed to be a meeting today, but it will be tomorrow, where they will look at sites where the cameras will be installed. Chief said he hopes all eight cameras will be live by next week.

- Fire Department – Chief Lange provided a department update, starting with the fact that the County Commissions said he was supposed to have an ARPA update by today, but that has not happened. Chief explained to council that a conditional offer for the Deputy Chief position has been signed so the background check is beginning, and hoping to start on September 1, 2023. Chief also told council that the Capital Improvement Plan was posted on the Fire Department website last night, and he is beginning to work on the 2024 budget for the Fire Department.
- Planning Department – Jeff Peters provided a department update, specifically regarding the City's Housing Plan Update. Mr. Peters explained that, recently, he has a conversation with the county about the housing action plan and the two different options, and that since the County is really understaffed, they were very thankful for the information we provided them. Mr. Peters also stated that the County said they were going to work with the City on this process and if we wanted to go with Option A, they County said they would work with us on it. Mr. Peter also asked Council to decide if they wanted him to post the new survey in the local newspaper or just to Selah residents?

Mayor Raymond and Councilmember Peterson asked if we were legally bound to print it in the paper? Mr. Peters said no. Councilmember Marquis asked what the advantage was for printing it in the paper? Mr. Peters stated it would mean its available to everyone, which increases the number of results and provides a broader prospective, but that might not be what the Council wants if they only want to look as responses from Selah residents. Seeing confirmation from Council that they do not feel it necessary to print in the paper, Mr. Peters said he would only advertise to local businesses and residents. Mr. Peters then provided Council an update on the upcoming public hearing regarding the new day care in the old Bike Boys building. Mr. Peters said the hearing examiner should deliver his findings by Thursday this week, and most likely the outcome will result in a closed record public hearing for Council in either August or September.

- Parks and Recreation – Ronald Anderson provided a department update for Parks and Recreation and the Civic Center, stating that youth fall soccer will begin soon and there is already over 360 registrations. Mr. Anderson then explained the work the department is doing to encourage more programs and participation at the Civic Center.
- Public Works – Rocky Wallace provided a department update explain projects on Fremont and the work being done to manage traffic. Mr. Wallace told Council of the work on the Valleyview, 3<sup>rd</sup> Street, and Southern Avenue project and that he is excited to begin work on the sidewalks at City hall, the tennis courts, and the ballfield. Mr. Wallace noted that the lower high school parking lot and Carlon park parking lot will be closed tomorrow for seal coating, but expects it will be open by 4:00 p.m.

Councilmember Carlson asked if the Fremont project would be completed by the time school starts? Mr. Wallace said yes, mostly, though he's not sure if the paving will be done before school starts, but the schedule shows we will be, so that's the goal. Councilmember Carlson asked how long it takes to change a water meter. Mr. Wallace said anywhere from 30 minutes to an hour depending on leaks or how long its been there.

- Finance – Mr. Novobielski provided a department update, stating it was a little early in the month to give a tax update. Mr. Novobielski said the annula cost of living adjustment from Medstar ended up being 4.5%. Mr. Novobielski also told Council the Auditor will be on site around the middle of September.

**a. Councilmembers**

Councilmember Bell reported that the regional swim championships went fantastic and that parking extended two to three blocks from the pool.

Councilmember Carlson provided an update on behalf of the Selah Downtown Association, explaining that the B&O program is still open, and reminded council of bingo on the third Thursday of each month.

Councilmember Iverson explained he would be going to Cle Elum for the annual Basin Fish and Wildlife meeting.

**b. City Attorney – No report.**



- c. **City Administrator** – Mr. Henne told council he received a letter from WCIA regarding increases for insurance next year. And that interviews for the City Administrator Position would begin next Tuesday.

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

**Mayor Raymond** introduced the Closed session regarding RCW 42.30.140(4)(b) – Regarding collective bargaining negotiations, and stated the Council will meet for one hour and be back at 7:55 p.m.

6:55 p.m.: Closed session began.

7:55 p.m.: Closed session ended. Mayor Raymond said they were back on the record, and that no decisions were made, no votes were taken. Mayor Raymond said they needed more time and would go back into closed session until 8:15 p.m.

7:55 p.m.: Closed session continued.

8:15 p.m.: Closed session ended. Mayor Raymond said they were back on the record, and that no decisions were made, no votes were taken. Mayor Raymond asked the Council if they wanted more time? Councilmember Marquis said no, Councilmember Bell said no, Councilmember Costello said no, Councilmember Carlson said no, Councilmember Iverson said if there are councilmember who still have things they need to say, they should provide them with the opportunity. Mayor Raymond agreed, and stated she wanted to make certain Mr. Henne knew what the Council wanted him to present to the union. Mayor Raymond said they were going to go back into the Closed session and be back on the record at 8:45 p.m.

8:17 p.m.: Closed session continued.

8:45 p.m.: Closed session ended. Mayor Raymond said they were back on the record, and that no decisions were made, no votes were taken.

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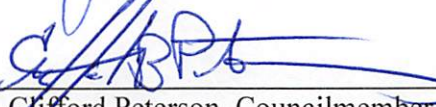
## 17. Adjournment


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

Meeting ended at 8:47 p.m.

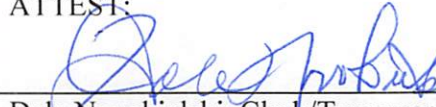
  
\_\_\_\_\_  
Roger Bell, Councilmember

  
\_\_\_\_\_  
Jared Iverson, Councilmember


  
\_\_\_\_\_  
Clifford Peterson, Councilmember

  
\_\_\_\_\_  
Michael Costello, Councilmember


ATTEST:

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

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

  
\_\_\_\_\_  
Russell Carlson, Councilmember

**ABSENT**  
\_\_\_\_\_  
Kevin Wickenhagen, Councilmember

  
\_\_\_\_\_  
Elizabeth Marquis, Councilmember



**Selah City Council**  
Regular Meeting  
**AGENDA ITEM SUMMARY**

Meeting Date: 8/22/2023

Agenda Number: 10-B\*

Action Item
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**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: 8/22/2023

Agenda Number: 13-A

Action Item

**Title:** Resolution Authorizing the Mayor to Sign a Six-Page “No-Charge Facility Use Agreement with Independent Contractor” for Operation of After School Programs at the Civic Center during the 2023-2024 School Year by Explore Your Wild

**From:** Rob Case, City Attorney

**Action Requested:** Approval

**Staff Recommendation:** Approval

**Board/Commission Recommendation:** N/A

**Fiscal Impact:** N/A

**Funding Source:** N/A

**Background/Findings/Facts:** The entity of Explore Your Wild began operating after school programs at the Civic Center earlier this year, essentially for the second half of the 2022-2023 school year. This occurred pursuant to a “No-Charge Facility Use Agreement with Independent Contractor” that the Mayor signed, following the City Council’s unanimous approval of Resolution No. 2968 during the council meeting on January 10, 2023. The term of that original Agreement has since expired, and the time has now come to consider renewing the parties’ relationship.

A proposed new Agreement has been drafted, and it measures six total pages. Based on input from the City’s insurance risk pool (WCIA) and from Civic Center staff, a few substantive changes have been made. The attachments to this AIS include both a “clean” version which has already been signed in advance by the operator, and a “redline” version which pinpoints each change from the prior Agreement. A corresponding proposed Resolution is also appended to this AIS.

The after school programs are a benefit to the community and are operated at no cost to the City government. City staff requests that the City Council approve the attached proposed Resolution, so as to thereby authorize the Mayor to sign the attached proposed new Agreement in its “clean” version.

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**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:**

01/10/2023

Resolution No. 2968: Resolution Authorizing the Mayor to Sign a “No-Charge Facility Use Agreement with Independent Contractor” for Operation of After School Programs at the Civic Center by Explore Your Wild



RESOLUTION NO. 3032

RESOLUTION AUTHORIZING THE MAYOR TO SIGN A SIX-PAGE "NO-CHARGE FACILITY USE AGREEMENT WITH INDEPENDENT CONTRACTOR" FOR OPERATION OF AFTER SCHOOL PROGRAMS AT THE CIVIC CENTER DURING THE 2023-2024 SCHOOL YEAR BY EXPLORE YOUR WILD

WHEREAS, on January 10, 2023, the City Council unanimously approved Resolution No. 2968, which authorized the Mayor to sign a "No-Charge Facility Use Agreement with Independent Contractor" with the entity of Explore Your Wild so that such entity could begin operating after school programs at the Civic Center during the second half of the 2022-2023 school year; and

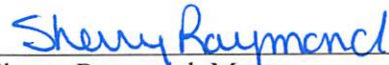
WHEREAS, the term of the prior Agreement has expired, and the parties desire to renew their relationship and enter into an updated Agreement; and

WHEREAS, an updated six-page "No-Charge Facility Use Agreement with Independent Contractor" has been drafted and the operator has signed a copy in advance of the City Council acting on the instant Resolution; and

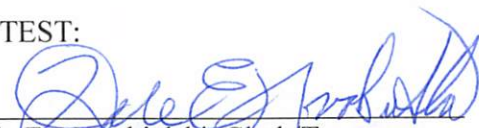
WHEREAS, City staff recommends that the City Council approve the updated Agreement, and the City Council finds that good cause exists for approving it;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor be and is authorized to sign the updated six-page "No-Charge Facility Use Agreement with Independent Contractor" in the form appended hereto.


PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 22<sup>nd</sup> day of August, 2023.

  
Sherry Raymond, Mayor

ATTEST:

  
Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:

  
Rob Case, City Attorney



## **NO-CHARGE FACILITY USE AGREEMENT WITH INDEPENDENT CONTRACTOR**

This No-Charge Facility Use Agreement With Independent Contractor (“Agreement”) is entered into between the City of Selah as a municipal corporation (“City” or “Owner”) on the one part, and on the other part Explore Your Wild as a non-profit corporation operating under uniform business identification number 604-380-638 (“User”) and also its owner-operator Jeni Rice as a natural adult human (“Guarantor”).

1. Use of Premises. City will allow User to possess and use interior and exterior portions of City’s Civic Center building located at 216 South First Street, Selah, WA 98942 (“Premises”), for the purpose of operating after school programs for area school children during the hours of 3:30 p.m. to 5:30 p.m. on days Monday through Friday during the months of August 2023 through June 2024 (“Operation Times”).
  - a. After School Programs. Without modifying paragraph 3 below, User acknowledges and agrees that the after school programs will include tutoring, help with homework, and recreational activities.
  - b. Portions of Premises. The specific portions of Premises that User is entitled to use during Operation Times shall be designated on a case-by-case basis by City. User acknowledges and agrees that it is not being granted, and is not entitled to, an exclusive franchise or the exclusive use of Premises.
  - c. As-Is Condition. User acknowledges and agrees that it has conducted a thorough examination and evaluation of Premises and has made its own assessment as to suitability of Premises for User’s intended usage. User acknowledges and agrees that User will accept and use Premises in its existing as-is condition and without any warranties by City with regard to quality, quantity, kind or condition.
2. No Fees. City shall not charge any rental fees to User, because the after school programs will benefit residents – both children and their parents/guardians –of the City without the City directly incurring any fees or costs. During Operation Times, User and its guests/participants may make ordinary use of the parking lot stalls at Premises, ordinary use of the restroom facilities at Premises, ordinary consumption of restroom supplies at Premises, ordinary use and consumption of potable water at Premises, and ordinary use and consumption of electricity and heating/cooling, each and all without any corresponding charges or costs. User shall not charge any fees, charges or costs to City, because User

will be entitled to retain the enrollment or participation fees (if any) that User charges and collects from participating children and/or their parents/guardians and also the grant funds (if any) and/or third-party-provided funds (if any) that User receives or collects due to its operation of the after school programs.

3. Independent Contractor Relationship. User shall operate as an independent contractor and not, by contrast, as a direct agent or subordinate of City. User shall be exclusively responsible and liable for all decisions, actions and omissions related to or stemming from its actual or intended use of Premises – including but not limited to deciding what types of after school programs to operate, how much (if any) to charge for enrollment or participation fees, how to screen and select participants, how to select and screen employees or agents who oversee and operate the after school programs, or any legal or financial issues or consequences related to or stemming from User’s actions or omissions. City shall have no role in planning, organizing or operating the after school programs.
  - a. Sufficient Staffing and Supervision. Without modifying paragraph 3 above, User acknowledges and agrees that it must ensure that sufficient staffing levels are always maintained and sufficient supervision of the participating children always occurs.
  - b. Staff Background Screening. The after school program participants are contemplated to primarily be minor children under the age of 16. Certain staff members and volunteers are contemplated to have unsupervised access to program participants at varying times, for varying degrees and in varying circumstances. Accordingly, prior to allowing any staff member or volunteer (including but not limited to staff members and volunteers who are themselves under the age of 18) to work at, be present during and/or transport participant children to or from the after school programs, User shall ensure that the person has been cleared via a national criminal background screening process that is compliant with the Child and Adult Abuse Information Act, RCW 43.43.830 through 43.43.845.
  - c. Relationship to City Shall be Disclosed. In all communications, including but not limited to solicitation of potential participants and/or staff, User shall plainly and consistently inform and disclose that User is an independent contractor with no formal or legal connection to City and that City has no role in planning, organizing or operating the after school programs.
    - i. Relationship to Selah School District Shall be Disclosed. Similarly, User shall plainly and consistently inform and disclose that the Selah School

District also has no formal or legal connection to User or the after school programs, and that the Selah School District has no role in planning, organizing or operating the after school programs.

- d. Suggestions by City or Selah School District as to Program Content. If City and/or the Selah School District ever provide any suggestions to User with regard to the content or nature of the after school programs, User acknowledges and agrees that all suggestions are only suggestions and that all actual decisions with regard to such issues are and will be exclusively made by User.
    - i. Directions by City as to Noise Levels. User acknowledges and agrees that it shall endeavor to operate the after school programs in such a manner as to not unreasonably interfere with or interrupt co-usage of portions of the Civic Center by other users, and that noise levels are the City's primary concern in this regard. User acknowledges and agrees that it shall comply with all reasonable directions and instructions from City with regard to noises and sounds, including making efforts to quiet down the participating children and staff when requested.
  - e. Transport of Children. User acknowledges and agrees that City shall have no role in transporting participating children or staff to or from Premises.
4. Compliance with Laws. User shall comply with all federal, state and city laws, regulations and rules at all times. User shall be exclusively responsible and liable for ensuring that its employees or agents likewise comply with all laws, regulations and rules.
5. Indemnity. Without necessity of demand by City, User shall hold City harmless, indemnify City and also defend City and all of City's employees, agents and insurers, at User's immediate and ongoing personal expense, via legal counsel of City's choice, from, against and with regard to any claim, lawsuit, administrative action, demand, liability, fine, punishment, enforcement action, vandalism, theft or burglary, waste of Premises or property, or other disadvantageous or financially-impactful event or result that in any way is caused by, stems from or relates to User's operation, User's use and possession of Premises, User's planning, organizing or operating of the after school programs, and/or actions or omissions at, during and/or in transport to or from the after school programs, including but not limited to claims and damages for workers compensation, on-the-job injury or industrial insurance under RCW Title 51 or other applicable law, and also including but not limited to claims and damages for bodily injury, assault, battery, inappropriate touching, harassment, discrimination, stalking, bullying, sexual misconduct,

sexual molestation, and mental suffering by any staff member, volunteer, participant or third-party.

- a. Actions by Children. User acknowledges and agrees that its obligations established by paragraph 5 above include, but are not limited to, any and all conduct by participating children toward one another, by one child toward himself/herself, by any child toward any staff member, by any child toward any City employee or agent, by any child toward any other occupant of Premises, and by any child toward the Premises itself or toward any third-party or other property. This includes, but is not limited to, violence, abuse, sexual assault, kidnapping, theft, and vandalism. All participating children shall be legal invitees of User.
  - b. Actions by Staff. User acknowledges and agrees that its obligations established by paragraph 5 above include, but are not limited to, any and all conduct by staff toward one another, by one staff member toward himself/herself, by any staff member toward any child, by any staff member toward any City employee or agent, by any staff member toward any other occupant of Premises, and by any staff member toward the Premises itself or toward any third-party or other property. This includes, but is not limited to, violence, abuse, sexual assault, kidnapping, theft, and vandalism. All staff members shall be legal agents of User.
6. Insurance. At its sole cost and expense, User shall maintain general liability insurance with an applicable coverage limit of not lesser than one million dollars (\$1,000,000.00) that applies to and covers User's operation, User's use and possession of Premises, and User's full scope of indemnity under paragraph 5 of this Agreement. User shall ensure that City is named as an additional insured on the declarations page or certificate of insurance, and User shall deliver a copy of the same to City.
  7. Termination. City may unilaterally terminate this Agreement in the event of any breach or violation by User, including but not limited to User's failure to fulfill its obligations established by paragraph 5 above such as allowing waste or vandalism to occur and/or failing to properly remedy such or reimburse City for such. Also, City may unilaterally terminate this Agreement if Premises becomes condemned or otherwise unsuitable for User's use, or if any aspect of this Agreement proves to be contrary to any law, regulation or rule. User acknowledges and agrees that User shall have no legal recourse, claim for damages, lawsuit or other action or interest due to a unilateral termination of this Agreement by City pursuant to this paragraph 7.

8. Potential Renewal. User acknowledge and agrees that it is not entitled to any renewal or extension of this Agreement, and that City shall have unlimited discretion as to all decisions about potentially renewing or extending this Agreement including but not limited to any modifications of terms and provisions that will be application to any renewal or extension.
9. Notices. Any written or electronic notice, demand or communication by a party to another party may be validly sent and made to the following addresses and accounts, and shall be deemed actually received three days after dispatch, sending or mailing:
- a. To City: City of Selah  
ATTN: Mayor, City Administrator, Clerk-Treasurer and City Attorney  
City Hall  
115 West Naches Avenue  
Selah, WA 98942  
Email: sherry.raymond@selahwa.gov  
Email: joe.henne@selahwa.gov  
Email: dale.novobielski@selahwa.gov  
Email: rob.case@selahwa.gov
  - b. To User: Explore Your Wild  
1001 West Yakima Avenue, Suite 101  
Yakima, WA 98902-3095  
Email: jeni@yakimatutoring.com  
  
Explore Your Wild  
525 Selah Ridge Drive  
Selah, WA 98942-9687  
Email: jeni@yakimatutoring.com  
  
Explore Your Wild  
P.O. Box 993  
Selah, WA 98942-0993  
Email: jeni@yakimatutoring.com
  - c. To Guarantor: Jeni Rice  
525 Selah Ridge Drive  
Selah, WA 98942-9687  
Email: jeni@yakimatutoring.com  
  
Jeni Rice

P.O. Box 993  
Selah, WA 98942-0993  
Email: jeni@yakimatutoring.com

10. Guarantor's Personal Guarantee. By signing below on the signature block labeled "Guarantor's Personal Guarantee", Guarantor thereby guarantees – on a personal individual basis and also as a representative of any marital community, committed intimate partnership relation and/or affiliate, subsidiary or insured status – without any limitation or exception the full, faithful and timely performance, satisfaction and discharge by User of all obligations and requirements. Guarantor acknowledges and agrees that all of Guarantor's personal money and assets, and also all money and assets that Guarantor has any legal interest in or connection to, are subject this guarantee and exposed to liability, lawsuit and seizure.

CITY OF SELAH ("City" or "Owner")

By: Sherry Raymond Dated: 8-23-23  
Sherry Raymond, Mayor

EXPLORE YOUR WILD ("User")

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Jeni Rice, Owner-Operator

GUARANTOR'S PERSONAL GUARANTEE

\_\_\_\_\_  
JENI RICE Dated: \_\_\_\_\_



## NO-CHARGE FACILITY USE AGREEMENT WITH INDEPENDENT CONTRACTOR

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  - a. After School Programs. Without modifying paragraph 3 below, User acknowledges and agrees that the after school programs will include tutoring, help with homework, and recreational activities.
  - b. Portions of Premises. The specific portions of Premises that User is entitled to use during Operation Times shall be designated on a case-by-case basis by City. User acknowledges and agrees that it is not being granted, and is not entitled to, an exclusive franchise or the exclusive use of Premises.
  - c. As-Is Condition. User acknowledges and agrees that it has conducted a thorough examination and evaluation of Premises and has made its own assessment as to suitability of Premises for User’s intended usage. User acknowledges and agrees that User will accept and use Premises in its existing as-is condition and without any warranties by City with regard to quality, quantity, kind or condition.
2. No Fees. City shall not charge any rental fees to User, because the after school programs will benefit residents – both children and their parents/guardians – of the City without the City directly incurring any fees or costs. During Operation Times, User and its guests/participants may make ordinary use of the parking lot stalls at Premises, ordinary use of the restroom facilities at Premises, ordinary consumption of restroom supplies at Premises, ordinary use and consumption of potable water at Premises, and ordinary use

and consumption of electricity and heating/cooling, each and all without any corresponding charges or costs. User shall not charge any fees, charges or costs to City, because User will be entitled to retain the enrollment or participation fees (if any) that User charges and collects from participating children and/or their parents/guardians and also the grant funds (if any) and/or third-party-provided funds (if any) that User receives or collects due to its operation of the after school programs.

3. Independent Contractor Relationship. User shall operate as an independent contractor and not, by contrast, as a direct agent or subordinate of City. User shall be exclusively responsible and liable for all decisions, actions and omissions related to or stemming from its actual or intended use of Premises – including but not limited to deciding what types of after school programs to operate, how much (if any) to charge for enrollment or participation fees, how to screen and select participants, how to select and screen employees or agents who oversee and operate the after school programs, or any legal or financial issues or consequences related to or stemming from User's actions or omissions. City shall have no role in planning, organizing or operating the after school programs.

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- ~~b.c.~~ Relationship to City Shall be Disclosed. In all communications, including but not limited to solicitation of potential participants and/or staff, User shall plainly and consistently inform and disclose that User is an independent contractor with no formal or legal connection to City and that City has no role in planning, organizing or operating the after school programs.



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e.d. Suggestions by City or Selah School District as to Program Content. If City and/or the Selah School District ever provide any suggestions to User with regard to the content or nature of ~~or operation of~~ the after school programs, User acknowledges and agrees that all suggestions are only suggestions and that all actual decisions with regard to such issues are and will be exclusively made by User.

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d.e. Transport of Children. User acknowledges and agrees that City shall have no role in transporting participating children or staff to or from Premises.

- 4. Compliance with Laws. User shall comply with all federal, state and city laws, regulations and rules at all times. User shall be exclusively responsible and liable for ensuring that its employees or agents likewise comply with all laws, regulations and rules.
- 5. Indemnity. Without necessity of demand by City, User shall hold City harmless, indemnify City and also defend City and all of City's employees, agents and insurers, at User's immediate and ongoing personal expense, via legal counsel of City's choice, from, against and with regard to any claim, lawsuit, administrative action, demand, liability, fine, punishment, enforcement action, vandalism, theft or burglary, waste of Premises or property, or other disadvantageous or financially-impactful event or result that in any way is caused by, stems from or relates to User's operation, User's use and possession of Premises, ~~or~~ User's planning, organizing or operating of the after school programs, and/or actions or omissions at, during and/or in transport to or from the after school programs.

including but not limited to claims and damages for workers compensation, on-the-job injury or industrial insurance under RCW Title 51 or other applicable law, and also including but not limited to claims and damages for bodily injury, assault, battery, inappropriate touching, harassment, discrimination, stalking, bullying, sexual misconduct, sexual molestation, and mental suffering by any staff member, volunteer, participant or third-party.

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  - b. Actions by Staff. User acknowledges and agrees that its obligations established by paragraph 5 above include, but are not limited to, any and all conduct by staff toward one another, by one staff member toward himself/herself, by any staff member toward any child, by any staff member toward any City employee or agent, by any staff member toward any other occupant of Premises, and by any staff member toward the Premises itself or toward any third-party or other property. This includes, but is not limited to, violence, abuse, sexual assault, kidnapping, theft, and vandalism. All staff members shall be legal agents of User.
6. Insurance. At its sole cost and expense, User shall maintain general liability insurance with an applicable coverage limit of not lesser than one million dollars (\$1,000,000.00) that applies to and covers User's operation, User's use and possession of Premises, and User's full scope of indemnity under paragraph 5 of this Agreement.~~User's possession and use of Premises and also User's operation of the after school programs.~~ User shall ensure that City is named as an additional insured on the declarations page or certificate of insurance, and User shall deliver a copy of the same to City.
  7. Termination. City may unilaterally terminate this Agreement in the event of any breach or violation by User, including but not limited to User's failure to fulfill its obligations established by paragraph 5 above such as allowing waste or vandalism to occur and/or



failing to properly remedy such or reimburse City for such. Also, City may unilaterally terminate this Agreement if Premises becomes condemned or otherwise unsuitable for User's use, or if any aspect of this Agreement proves to be contrary to any law, regulation or rule. User acknowledges and agrees that User shall have no legal recourse, claim for damages, lawsuit or other action or interest due to a unilateral termination of this Agreement by City pursuant to this paragraph 7.

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9. Notices. Any written or electronic notice, demand or communication by a party to another party may be validly sent and made to the following addresses and accounts, and shall be deemed actually received three days after dispatch, sending or mailing:

a. To City: City of Selah

ATTN: Mayor, City Administrator, Clerk-Treasurer and City Attorney  
City Hall

115 West Naches Avenue

Selah, WA 98942

Email: sherry.raymond@selahwa.gov

Email: joe.henne@selahwa.gov

Email: dale.novobielski@selahwa.gov

Email: rob.case@selahwa.gov

b. To User: Explore Your Wild

1001 West Yakima Avenue, Suite 101

Yakima, WA 98902-3095

Email: jeni@yakimatutoring.com

Explore Your Wild

525 Selah Ridge Drive

Selah, WA 98942-9687

Email: jeni@yakimatutoring.com

Explore Your Wild

P.O. Box 993

Selah, WA 98942-0993

Email: jeni@yakimatutoring.com

c. To Guarantor: Jeni Rice

525 Selah Ridge Drive  
Selah, WA 98942-9687  
Email: jeni@yakimatutoring.com

Jeni Rice  
P.O. Box 993  
Selah, WA 98942-0993  
Email: jeni@yakimatutoring.com

10. Guarantor's Personal Guarantee. By signing below on the signature block labeled "Guarantor's Personal Guarantee", Guarantor thereby guarantees – on a personal individual basis and also as a representative of any marital community, committed intimate partnership relation and/or affiliate, subsidiary or insured status – without any limitation or exception the full, faithful and timely performance, satisfaction and discharge by User of all obligations and requirements. Guarantor acknowledges and agrees that all of Guarantor's personal money and assets, and also all money and assets that Guarantor has any legal interest in or connection to, are subject this guarantee and exposed to liability, lawsuit and seizure.

CITY OF SELAH ("City" or "Owner")

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Sherry Raymond, Mayor

EXPLORE YOUR WILD ("User")

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Jeni Rice, Owner-Operator

GUARANTOR'S PERSONAL GUARANTEE

\_\_\_\_\_  
JENI RICE

Dated: \_\_\_\_\_



P.O. Box 993  
Selah, WA 98942-0993  
Email: jeni@yakimatutoring.com

10. Guarantor's Personal Guarantee. By signing below on the signature block labeled "Guarantor's Personal Guarantee", Guarantor thereby guarantees – on a personal individual basis and also as a representative of any marital community, committed intimate partnership relation and/or affiliate, subsidiary or insured status – without any limitation or exception the full, faithful and timely performance, satisfaction and discharge by User of all obligations and requirements. Guarantor acknowledges and agrees that all of Guarantor's personal money and assets, and also all money and assets that Guarantor has any legal interest in or connection to, are subject this guarantee and exposed to liability, lawsuit and seizure.

CITY OF SELAH ("City" or "Owner")

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Sherry Raymond, Mayor

EXPLORE YOUR WILD ("User")

By: \_\_\_\_\_ Dated: 8/11/23  
Jeni Rice, Owner-Operator

GUARANTOR'S PERSONAL GUARANTEE

\_\_\_\_\_  
JENI RICE Dated: 8/11/23





**Selah City Council**  
Regular Meeting  
**AGENDA ITEM SUMMARY**

Meeting Date: 8/22/2023

Agenda Number: **14-A**

Action Item

**Title:** Ordinance Amending Section 8.70.020 of the Selah Municipal Code, "Parking Prohibited on Certain Streets"; Providing for Severability; Authorizing Corrections; and Directing Publishing and Establishing an Effective Date

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

**Action Requested:** Approval

**Staff Recommendation:** Approval

**Board/Commission Recommendation:** N/A

**Fiscal Impact:** N/A

**Funding Source:** N/A

**Background/Findings/Facts:** At present, Selah Municipal Code (SMC) section 8.70.020 (entitled "Parking Prohibited on Certain Streets") prohibits the parking of vehicles on twenty-seven (27) designated portions of public streets. The City's Public Works Department has identified two additional locations that are not suitable for vehicle parking due to recent improvements, specifically: Third Street on both sides from Valleyview Avenue to Southern Avenue; and Test Drive Lane on both sides from Eleventh Avenue south to the terminus of Test Drive Lane. Moreover, Public Works has received complaints regarding parked vehicles at these locations. Therefore, Public Works recommends that "No Parking" signs be installed at these locations and that they be added to SMC section 8.70.020 as new subparts (27) and (28).

For clarity, these locations would be included within SMC 8.70.020 as new subparts (27) and (28) even though parking is already prohibited in twenty-seven (27) locations, as stated above. The reason is that one sub-subpart currently exists, specifically: sub-subpart (A) to subpart (3). Thus, the current subpart numbering runs through (26) and the addition of these two new locations will constitute new subparts (27) and (28).

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



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

<b>Date:</b>	<b>Action Taken:</b>
9/8/2020	Ordinance Amending Section 8.70.020 of the Selah Municipal Code, "Parking Prohibited on Certain Streets", Providing for Severability; and Establishing an Effective Date.
1/14/2020	Ordinance Amending Section 8.70.020 of the Selah Municipal Code, "Parking Prohibited on Certain Streets", Providing for Severability; and Establishing an Effective Date.
2/13/2018	Ordinance Amending Section 8.70.020 of the Selah Municipal Code, "Parking Prohibited on Certain Streets", Providing for Severability; and Establishing an Effective Date.
4/26/2011	Ordinance Amending Section 8.70.020 of the Selah Municipal Code, "Parking Prohibited on Certain Streets", Providing for Severability; and Establishing an Effective Date.
1/11/2011	Ordinance Amending Section 8.70.020 of the Selah Municipal Code, "Parking Prohibited on Certain Streets", Providing for Severability; and Establishing an Effective Date.
8/26/2008	Ordinance Amending Title 8, Chapter 8.70.020 of Selah Municipal Code (SMC), Parking Prohibited On Certain Streets by Adding East Fremont Avenue
10/10/2006	Ordinance Amending S.M.C. Title 8, Chapter 8.70.020 Parking on Certain Streets

ORDINANCE NO. 2202

ORDINANCE AMENDING SECTION 8.70.020 OF THE SELAH MUNICIPAL CODE,  
“PARKING PROHIBITED ON CERTAIN STREETS”; PROVIDING FOR SEVERABILITY;  
AUTHORIZING CORRECTIONS; AND DIRECTING PUBLICATION AND  
ESTABLISHING AN EFFECTIVE DATE

WHEREAS, City staff recommends that the Selah Municipal Code (SMC), specifically SMC section 8.70.020, be amended so as to prohibit parking in two additional locations, specifically: both sides of Third Street from Valleyview Avenue to Southern Avenue; and both sides of Test Drive Lane from Eleventh Avenue to the terminus of Test Drive Lane; and

WHEREAS, the City Council finds that good cause exists;

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

Section 1. New Subsections (27) and (28) of SMC 8.70.020. That SMC section 8.70.020 be amended so as to include new subsections (27) and (28) as follows (which for ease of reference within this Ordinance are shown in double-underlined emphasis, but such emphasis shall be removed when the codifier publishes the official updated version of SMC 8.07.020 on the internet):

8.70.020 Parking prohibited on certain streets.

When signs are erected giving notice thereof, no person shall park a vehicle upon any street or parts of the following streets:

- (1) First Street, North and South, either side;
- (2) Wenas Road, north of Naches Avenue, either side;
- (3) East & West Fremont Avenues, from North Wenas Road to North 14th Street, both sides;
- (A) Fremont Avenue, between North 14th Street and North 16<sup>th</sup> Street, north side;
- (4) Bartlett Avenue, north side, between First and Third Streets;
- (5) Third Street, west side, north of Bartlett Avenue;
- (6) Third Street, west side, Naches Avenue to Park Avenue;
- (7) Third Street, west side, Selah Avenue to Valleyview Avenue;
- (8) Fourth Street, either side, Naches Avenue to Fremont Avenue;
- (9) Fifth Street, west side, Riverview to Pleasant Avenue;
- (10) Naches Avenue, south side, Third to Fourth Street;
- (11) Pear Avenue, north side, North Tenth to North Eleventh Street;
- (12) Eleventh Street, east side, Fremont to Speyers Road;
- (13) Speyers Road, south side, Eleventh to Thirteenth;
- (14) East Goodlander, south side, North Park Drive east to the end of the pavement;
- (15) North Park Drive and South Park Drive both sides, south of East Goodlander;
- (16) West Yakima Avenue, both sides, west of 16<sup>th</sup> Street;
- (17) 16<sup>th</sup> Street, both sides, West Yakima Avenue to Cedar Lane;

- (18) North Fourth Street, both sides, 100 feet north of West Fremont Avenue.
- (19) East side of North Third Street from Fremont to Bartlett.
- (20) Larson Drive, both sides, from North Wenas Road to South Park Drive.
- (21) East Goodlander Road, both sides, from North First Street to North Wenas Road.
- (22) Dwinell Drive, both sides.
- (23) Third Street, east side, between Naches Avenue and Selah Avenue.
- (24) Bartlett Avenue, south side, between First Street and Third.
- (25) Friday Point Place, both sides.
- (26) West Goodlander, both sides, from North First Street to Lander Road.
- (27) Third Street, both sides, from Valleyview Avenue to Southern Avenue.
- (28) Test Drive Lane, both sides, from Eleventh Avenue south to the terminus of Test Drive Lane.

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

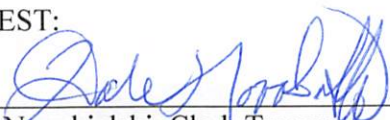
Section 3. Corrections. The City Attorney and the codifiers of the Selah Municipal Code are authorized to make any necessary or desirable clerical or formatting changes – including but not limited to correcting scrivener errors; changing formatting; eliminating bold, italic and underscore emphasis; changing numbering; and correcting references – when publishing or republishing the official text of any section(s) of the Selah Municipal Code due to any amendment, addition, alteration, change, impact or enactment effectuated by this Ordinance.

Section 4. Publishing & Effective Date. Consistent with RCW 35A.12.130 (3<sup>rd</sup> ¶) and .160 (1<sup>st</sup> and 2<sup>nd</sup> ¶¶), this Ordinance or a summary of it shall be published at least once in the City's official newspaper prior to the Ordinance taking effect. Moreover, no citation shall be issued to any vehicle owner or operator for impermissibly parking along such portion of Third Street until appropriate signage (e.g., "No Parking") is posted along such portion.


PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH,  
WASHINGTON this 22<sup>nd</sup> day of August, 2023.

  
Sherry Raymond, Mayor

ATTEST:

  
Dale Novobielski, Clerk Treasurer

APPROVED AS TO FORM:

  
Rob Case, City Attorney

**DATE:** 8-22-2023

**DATE:** 8-22-2023

[illegible]



## Morales, Treesa

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**From:** Selah Webmaster  
**Sent:** Monday, August 21, 2023 3:57 PM  
**To:** Morales, Treesa  
**Subject:** New Public Comment Submission

### Meeting Type / Tipo de Reunión

Council meeting

### Meeting Date / Fecha de la Reunión

08/22/2023

### Topic / Tema

No parking in cul-de-sac on Lookout Point Dr added to agenda item 14-A

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

I will attend the meeting in person to provide my comment. / Asistiré a la reunión para comentar.

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

I will attend the meeting in person. If so, please provide your name in the form below in order for the Meeting Secretary to identify you. / Asistiré a la reunión en persona. En caso afirmativo, proporcione su nombre en el siguiente formulario para que el Secretario de la Reunión lo identifique.

### 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](mailto:selahresident@outlook.com)

### Written Comment / Comentario Escrito Público

I would like no parking in cul-de-sac on Lookout Point Dr added to agenda item 14-A. When vehicles are parked in the cul-de-sac, UPS, FedEx, the garbage truck, and vehicles with trailers can't use the cul-de-sac to turn around. A cul-de-sacs purpose is meant to be used as a place to turn around and when vehicles are parked in the cul-de this isn't possible. At one point there was a no parking sign there and it has since been removed. Also, people who park there leave an abundance of trash and tend to be drinking as there are always empty alcohol containers left behind.

# COUNCIL ROLL CALL LIST: Meeting Date: 8-22-2023

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

YES	AIS: 14-A	NO
✓	Councilmember Marquis 2	
✓	Councilmember Bell	
✓	Councilmember Costello	
✓	Councilmember Carlson 1	
✓	Councilmember Iverson	
✓	Councilmember Wickenhagen	
✓	Councilmember Peterson	

PASS

YES	AIS: CONSENT	NO
	Councilmember Marquis	
	Councilmember Bell	
	Councilmember Costello	
	Councilmember Carlson	
	Councilmember Iverson	
	Councilmember Wickenhagen 2	
	Councilmember Peterson 1	

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

YES	AIS: 13-A	NO
✓	Councilmember Marquis	
✓	Councilmember Bell 2	
✓	Councilmember Costello 1	
✓	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	

PASS

# 8.22.23) PROVIDED TO COUNCIL DURING PRESENTATION

My name is Mary Schuler and I'm running for Selah School Board. If we are to preserve this great country, our schools must reject toxic ideologies based in cultural Marxism, such as critical race theory (CRT) and diversity, equity and inclusion (DEI), and return to a merit-based system. Schools should be focused on teaching essential subjects such as Math, English, and History! I am running because I want to address the following concerns I have for our schools:

- Safety Concerns:
  - Transgender locker rooms and bathrooms
  - Drugs/vape pens
  - Assaults to students, teachers, and school staff
  - Sexual assaults
  - Weapons
  - Dress code violations without repercussions
  - Policies/procedures not being followed
- Education Curriculum:
  - Fictional subject matter taught
  - Critical Race Theory -- All lives matter!
  - Lack of transparency
  - Board accountability
  - Parent support
    - Actability (school board have cell phones w/3 days to get back to parent vs. parent having to make appointment with Superintendent)
    - Respectability

I am proposing the following solutions:

- Transgender bathrooms (gender born with shall be locker room/bathroom used)
- Dress code policy letter sent home to parents letting them know that the students will be sent home if dress code violated
- School Board website to show current policies and when policies revised, letters to be sent home notifying parents of changes (i.e transgender bathroom policy); policies to be easily located on website
  - Sex Ed curriculum accessible with images, and giving parents a choice whether to opt in
  - All curriculum easy accessible for parents to review
- Install metal detector at the high school to detect if student is carrying a vape pen or weapons
- Seek Selah Youth Center funding
- Seek funding to make sports free and available for all
- Seek funding for activity water splash pad
- Resource Center (i.e. Youth at Risk, Kinship Navigator, free parenting classes, Scared Straight Program-speakers come talk to middle school kids)

Please vote for me because I believe in this country, and I believe in you having the right to be heard! The community, parents, Selah School staff, and students' concerns need to be heard. I will be available to listen, and I want to be your advocate.

If you have any questions, please reach out to me at [Maryschuler63@gmail.com](mailto:Maryschuler63@gmail.com).

**Gender-Inclusive Schools**

The board believes in fostering an educational environment that is safe and free of discrimination for all students, regardless of gender expression, gender identity, or sex. To that end, the board recognizes the importance of an inclusive approach toward transgender and gender-expansive students with regard to key terms, communication and the use of names and pronouns, student records, confidential health and education information, communication, ~~restroom and locker room use and accessibility~~, sports and physical education, dress codes, and other school activities, in order to provide these students with an equal opportunity for learning and achievement.

This policy is a component of the district's responsibility to create and maintain a safe, civil, respectful and inclusive learning community and will be implemented in conjunction with comprehensive training of staff and volunteers. Specific training requirements are included in the accompanying procedure. The superintendent will appoint a primary contact to receive copies of all formal and informal complaints and ensure policy implementation. The name and contact information for the compliance officer will be communicated throughout the district. The district compliance officer will participate in at least one mandatory training opportunity offered by OSPI.

This policy and its procedure will support that effort by facilitating district compliance with local, state and federal laws concerning harassment, intimidation, bullying and discrimination.

Cross References: Policy 2145  
Policy 3210  
Policy 3207  
  
Policy 3231

Suicide Prevention  
Nondiscrimination  
Prohibition of Harassment,  
Intimidation, or Bullying  
Student Records

Legal References: Chapter 28A.642, RCW  
Chapter 49.60, RCW

Discrimination prohibition  
Washington Law Against  
Discrimination

20 U.S.C. §1232g, 34 C.F.R., Family Education Rights and Privacy  
Act

**Management Resources:**

*Policy and Legal News* July 2019  
*Policy and Legal News* November 2013

Prohibiting Discrimination in Washington Public Schools –  
OSPI Guidelines for school districts to implement Chapters  
28A.640 and 28A.642 RCW and 392-190 WAC (February  
2012)

Adoption Date: 02.27.14

Selah School District

Revised: 01.22.15; 11.07.19





★ ★ ★ ★ ELECT ★ ★ ★ ★

# MARY SCHULER

## SELAH SCHOOL BOARD

Your voice can be heard through me! Mary Schuler "I hear you" the voice behind the silent voice. I have two grandchildren I am raising, both attend Selah schools. They are 4 years and 7 years old. I am very concerned with what is happening in the schools across this great nation.

When I am elected, I intend on providing communication and transparency to the parents of the Selah School District and most of all safety to the children, teachers and staff. We need to stick to the core values and restore faith in a system that we entrust our children to. I am here to make a difference. Believe in me because I believe in you. Together we can link arms and make sure our children get the education they deserve.

I have worked in the medical field most of my life. Working as a CNA in assisted living care. I also worked at Keelers Medical Supply for 12 years. I now Currently work at Tieton Village Drugs in the billing dept for the last 12 years.

I have 23 Years of community service experience working with Dan Stadler in his Kids Rock Youth Outreach program and Union Gospel Youth Outreach. I also serve at Living Faith Victory Center Church in the information center, hospitality coordinator, children's ministries, women's ministries and donations. I have also recently volunteered at Selah Schools.

**maryschuler.org**  
**maryschuler63@gmail.com**