



SELAH CITY COUNCIL

July 25, 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: July 25, 2023
5:30 p.m.: Regular Meeting

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

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

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 President Bennett Packard from the Church of Jesus Christ of Latter-Day Saints.**
- 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)**
 - A. Chris Corry, WA St. Representative 14th District
- 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)
- 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 11, 2023 Study Session and Council Meeting
- B. Dale Novobielski * Approval of Claims & Payroll

11) **Public Hearings**

- A. Treesa Morales 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
- 13-A (RELOCATED) Treesa Morales 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.

12) **General Business**

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

13) **Resolutions**

- A. Treesa Morales (RELOCATED TO FOLLOW PUBLIC HEARING) 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.

- B. Rocky Wallace Resolution Authorizing the Mayor to Sign a Contract with Picatti Brothers, Inc., Related to the City's Well No. 3 Pump Replacement Project
- C. Rob Case Resolution Granting a Nonexclusive Franchise for Small Cell Wireless Facilities to Yakima MSA Limited Partnership and Authorizing the Mayor to Sign a Fourteen-Page Master License Agreement
- D. Rocky Wallace Resolution Authorizing the Mayor to Sign a Three-Page Agreement with Northwest Striping & Sealing, LLC, for the City's 2023 Crack Seal 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
 - a. Planning Commission Meeting Minutes – June 20, 2023

16) **Executive Session:**

RE: RCW 42.30.110(1)(c) - Regarding the acquisition of real estate

17) **Closed Session:**

RE: RCW 42.30.140(4)(b) – Regarding collective bargaining negotiations

18) **Adjournment**

Next Regular Meeting: August 8, 2023



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 7/25/2023

Agenda Number: 10-A

Action Item

Title: Approval of Minutes, July 11, 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 Minutes
July 11, 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, Kevin Wickenhagen, 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 Treasa Morales, Executive Secretary.

City Administrator Joe Henne began the discussion by introducing the first topic: Palm Park Playground and dedication.

After summarizing the presentation recently made by community member, William Longmire, Mr. Henne notified council that he has a meeting with Mr. Longmire on Thursday to get details on his idea of the project. Mr. Henne reviewed a map provided to council during the meeting and pointed out areas where a playground would work and potential areas to avoid. Mr. Henne specifically stated that staff will strongly discourage building a destination park or a playground for children with disabilities. Mr. Henne explained that the location of this park is a neighborhood park, and there is not adequate room for parking or bathrooms, or room to build a destination playground. Staff will recommend a passive park intended for use by the neighborhood, and maybe build a covered gazebo with a BBQ pit and picnic tables. Mr. Henne said he would provide council with more information after his meeting with Mr. Longmire on Thursday.

Councilmember Costello asked if putting in a playground would require removing any trees? Mr. Henne said, yes, it could. Mr. Costello stated his concerns of community blowback for removing the trees. Mr. Henne pointed out a few places where the potential playground could go, which would require removing some trees.

Councilmember Peterson said he understands that Mr. Longmire wanted a playground, and to dedicate it to Emily Harris, but he didn't realize Mr. Longmire wanted a gazebo or to rename the entire park. Mr. Peterson stated that was more that he thought Mr. Longmire was asking for. Mr. Henne said he wasn't sure what Mr. Longmire was asking for, but he does know that Mr. Longmire intends to raise funds for the playground. Mr. Henne said he would find out more at his meeting with Mr. Longmire.

Both Mr. Henne and City Attorney Rob Case explained to council that their understanding is that Mr. Longmire wanted council to pass a resolution to dedicate the playground to Ms. Harris before going out to raise funds.

Councilmember Bell said he wasn't in favor of taking down any trees. Mr. Bell also stated the basketball court needs updating. Mr. Bell also said he wasn't in favor of putting the City in a position to argue about naming unless the City knows for sure if Mr. Longmire is requesting the resolution to include Emily Harris. Councilmember Carlson said Mr. Longmire sent an email outlining his request for the resolution. Mr. Bell said he didn't receive it. Mr. Henne agreed, said Mr. Longmire sent an email in support of naming the playground after Ms. Harris, and explained that Mr. Longmire said he could bring a member of the Harris family to a Council meeting. Mr. Bell mentioned he just didn't want to get into a position of naming issues like what happened with Volunteer Park. Mr. Henne said he understood.

Mayor Raymond asked Mr. Henne why is the park called Palm Park? Mr. Henne said he believes that back in the mid 60's the plat was prepared by someone with that name and dedicated the park and reservoir to that person. Mayor Raymond suggested that because of the Council should steer clear of changing the name of the park. Mr. Henne agreed, said the naming would be for just the playground. Councilmember Carlson said he believes that all Mr. Longmire is asking for.

City Attorney Case requested council provide direction to staff for what they want in the Resolution, such as guaranteeing naming rights if Mr. Longmire raised funds for the playground, or a certain amount for the playground. Mr. Case requested council to think about what they want to promise in advance. Councilmember Carlson said that no matter what is done, City Staff should have final approval, and that no blanket statement should be included in the resolution, and that the Mayor should have veto power.

Mr. Henne agreed, said the resolution will not provide a guarantee. Mr. Henne said he would find out what Mr. Longmire is asking for, how big of a playground he wants to build and where in the park he wants to put it. Mr. Henne said he understands what Council is wanting and what Council is prepared to let staff do.

Mr. Henne moved on to the second topic: Replacement for Clerk-Treasurer and City Administrator. Mr. Henne explained that he and Mr. Novobielski are both planning to retire by the end of the year. Mr. Henne stated that city staff put ads in the paper, on the city website, and on two webpages per the SAFE agreement. Mr. Henne stated the jobs were also advertised on the AWC web page, and that so far, City Staff has received one application for the Clerk/Treasurer position and two for the City Administrator position. Mr. Henne explained the first review of applications is on July 24th and that the plan is to have new staff in by the end of the year.

Councilmember Carlson asked Mr. Henne if staff considered hiring a head-hunting team? Mr. Henne said no. Mr. Carlson said the City has done so in the past. Mr. Henne stated the posting is not closing on July 24th, and he could get a cost estimate.

Seeing no other discussion on this topic, Mr. Henne moved on to the next topic: Update from Fire Department. Mr. Henne asked Chief Lange to give an update on his new 24-hour schedule.

Chief Lange gave details to the council of the new staffing levels and transition to a 24-hour coverage schedule. Chief Lange presented his concerns of having enough volunteers with the new schedule, but stated there actually has been more engagement by the volunteers than before. Chief Lange explained that with the new schedule, the department has not missed any calls, their response time is better, their volunteer turn-out is better, and there has been little to no negative feedback. Chief Lange also explained that each shift is required to do training from 2:00 p.m. to 4:00 p.m. each day and volunteers are coming down to train and have dinner with the crew. Overall, Chief Lange said he has been extremely happy with the transition.

City Attorney Rob Case asked when the Deputy Chief's last day is. Chief Lange explained to the Council that DC Gillie has taken another job on the west side of the state and will be leaving Friday. Chief Lange explained the current recruiting and hiring plan to replace DC Gillie. Chief Lange then updated the council on the local ambulance contract, and stated he is hopefully the countywide ambulance will be in town soon to provide 24 hour coverage. Chief Lange said he was not sure, yet, if it would be basic or advance support, but he knows it will greatly reduce the response time for the crew.

Councilmember Carlson asked Chief Lange to explain the difference between basic life support ambulance and an advanced life support ambulance. Chief Lange explained that the basic life support crews give wound care, provide trauma response, and administer CPR. Whereas the advanced care crew can do all that plus administer drugs, like oxygen, and they can transport a patient.

Then, Mr. Henne asked Public Works Director, Rocky Wallace to give the Council an update on the public works projects. Mr. Wallace explained the current status of the Valleyview-3rd Street-Southern Ave project, explained the crew will be paving tomorrow. Mr. Wallace then explained all the areas staff provided noticed to the community and surrounding neighbors, and hoped they would be able to let traffic back in by end of day. Mr. Wallace also let council know of the \$50,000 cost savings because the project came in under the proposed timeline.

Councilmember Carlson asked where residents are to park while the road is closed during paving? Mr. Wallace listed various neighborhood streets close by where people could park.

Councilmember Peterson asked how long Mr. Wallace expected the street to be closed. Mr. Wallace explained they must wait on the ambient temperature, and once it reaches a certain level, the crew can hit it with water, but it's hard to reach the necessary temperature in this heat. Mr. Wallace said they will do density testing and hope to have it open by 6:00 or 7:00 p.m. Councilmember Carlson was glad to hear that the road wouldn't be closed for 24 hours or more. Mr. Wallace confirmed, no, it would be reopened the same day, they just want to make sure the asphalt is set.

Mr. Wallace then updated the Council on the Fremont Ave sewer/grind-and-overlay project and stated the project is going to be awarded to Selland Construction. Mr. Wallace stated the pre-construction meeting is tomorrow, and the goal is to have the project started and completed by the time school starts in the fall. Mr. Wallace said he spoke with the school superintendent

regarding traffic control, and worked with the school to use parking lots for staging and holding equipment.

Mr. Wallace also stated that well 6 is up and running with no issues. He also said well 5 repairs are in progress and was pumped today, and if they get the all clear, it will be ready to go tomorrow.

Mr. Wallace also addressed the Welcome to Selah Sign project. He said the contractor set the meter at the job site and plans to put conduit in soon and get the inspection done. Mr. Wallace said he hopes the project will be done in the next few weeks. Mayor Raymond asked about the trench. Mr. Wallace said yes, Cascade Sign is going to make sure the drip line is working and watering all the plants.

Mr. Wallace addressed the tennis courts, and said Public Works has received 60% plans, made comments, and provides requested changes to the schedule. Mr. Wallace said he is encouraging the repairs to be completed by the time school starts in the fall. Mr. Wallace also reminded Council they have to have the right temperature to lay the coating. Mr. Wallace also said he recently ordered 30 bulbs and ballasts, and currently there are 25 out. He told council they know of an electrician who would go up in the crane bucket to change the lights, and plans to have the project completed by October.

Councilmember Carlson asked if the poles had been tested. Mr. Wallace said the poles were originally installed in 1991, and they tested great and should be good for another 20-30 years. Mr. Wallace said he plans to cover the cost of the project with ARPA funds. Regarding the crack seal project, Mr. Wallace said the project bid for the crack seal project was opening next week.

Councilmember Bell asked Mr. Wallace if he had an estimated cost for the light project at Carlon park. Mr. Wallace said the estimation was around \$9,000 for the lights and ballasts, the electric would cost around \$4600 for electric. The crane costs \$200 per hour and Mr. Wallace estimates needing 32 hours of work, and the permit is \$150. Mr. Wallace also explained that he plans to repair 8 lights on the north tennis courts that are also out during this project.

Mr. Henne asked Mr. Wallace to provide input on the sidewalk projects. Mr. Wallace replied with details on the sidewalks between 1st and 2nd streets and Valleyview.

Councilmember Wickenhagen asked about the crack seal area. Mr. Wallace provided information on locations in town that are planned to have crack seal work. Councilmember Carlson asked if the crew who massively underbid last year was going to bid again. Mr. Wallace said he wasn't sure, but it would be nice if they did as it helps the projects greatly.

City Attorney Case asked Rocky to address the grass at Volunteer Park. Mr. Wallace explained that Naches Selah Irrigation has been fighting a battle with the elements due to all the rain and snow melt from the mountains, there is a lot of silt in the water that is being distributed. Therefore, Mr. Wallace explained, every sprinkler at volunteer park was plugged so the grass

was dying. Mr. Wallace told council how public works is working to fix the problem and repair the grass.

Mr. Henne then provided an update on the WCIA annual audit and explained that the reviewer was happy to see claims have gone down significantly. Mr. Henne said he anticipates receiving an estimate for cost to continue coverage next year soon. Mr. Case added that the City may be eligible to receive some money for repair costs to the wells. Mr. Case also stated that based on the conversation at the audit, the City has many things they need to change before next year regarding special events.

Mayor ended the study session at 5:18 p.m. and told council they would take an 8-minute break.

City of Selah
City Council Meeting Minutes
July 11, 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, 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; 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 - None**
- 4) **Pledge of Allegiance**
- 5) **Invocation with Bishop Taylor Hall, from the Church of Jesus Christ of Latter-Day Saints**
- 6) **Announcement of changes, if any, from previously-published agenda:**
- 7) **Getting to know local businesses, agencies and/or people**
- 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

Audience member Robert Archer approached the podium and gave extensive information on Legion Baseball in Selah and the baseball program at Carlon Park. Mr. Archer explained that baseball programs are excluding kids based on economical background and the sport is getting too expensive for kids to play. Mr. Archer stated that the Legion Baseball Program takes great pride in making sure they don't exclude any kid because of what they can afford, which is the way they have been running the program for 40 years. Mr. Archer said that usually a player and their family will have to pay \$3000 to \$6000 per season to play, whereas Legion Baseball only charges \$1500 per player.

The five-minute alarm sounded. Councilmember Bell moved to allow Mr. Archer to finish his presentation. Councilmember Carlson seconded. By voice vote, motion carries. Mayor Raymond asked Mr. Archer to continue.

Mr. Archer outlined the Legion annual budget of around \$100,000, which in order to cover all expenses, hotel, and travel for players and coaches, will still be pushing it, Mr. Archer explained. Mr. Archer addresses the question of the banners on the outfield fence saying they are not advertising banner, rather, they are sponsor banners as they come from former players, prior parents, or supporters from the community. Mr. Archer addressed Mr. Wallace's question regarding camp, to which Mr. Archer said they do not hold a camp anymore. Mr. Archer referenced the concession stand revenue, saying the group made \$4000 last year, but in prior years, they made no money. Mr. Archer also noted local financial and in-kind donations that have helped keep the facility in such great condition.

Mayor Raymond asked how many more years Mr. Archer plans to participate in the program. Mr. Archer said the kids keep him young, and he loves what he does.

Councilmember Bell stated he understood there was an original agreement that the baseball team would replace the lights when they went out, and asked what happened to that agreement when the city is not spending thousands of dollars to replace the lights? Mr. Archer said he wasn't sure, but there has been a number of City Administrators over the years and he tried to work through an agreement with David Kelly. Mr. Archer also noted that it was never a priority with the last City Administrator.

Councilmember Bell addressed the issue that the park and ball field is a public facility, but Legion Baseball has exclusive use, and how do the council members answer questions from the public when asked? Mr. Archer replied he was not sure how the council should address that question, but that when the season is ongoing, there isn't any time for another user with all the practices and tournaments, which brings many outside users to the facility.

Councilmember Bell asked how to answer to the public regarding the City's cost to repair the fence since the park is public property yet the City isn't taking a share of the revenue for the sponsor banners. Mr. Archer stated he believes the response is that the City and community members should feel good about the fact that the money for the signs is supporting youth in the community, and reminded council that the money spent was to construct a fence that could hold the banners to support the kids.

Councilmember Bell thanked Mr. Archer for answering the hard questions and explained that these are questions he hears from the community, but do not always have the answers to.

Councilmember Costello asked Mr. Archer if he had received any input from other teams as to things they would like to see in the community, other than another hotel or an RV park? Mr. Archer said he has heard positive things from visiting teams, and other than the RV park, he was not sure of any other requests.

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 made a motion to remove Resolution 14-A from the consent agenda. Councilmember Bell moved to approve the Consent Agenda as amended. Councilmember Costello seconded. Mayor Raymond restated the motion and asked Council for discussion. Hearing none, 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 – yes; Councilmember Peterson – yes. Motion carries.

Ms. Morales read the Consent Agenda:

- A. Treesa Morales Approval of Minutes: June 13, 2023 Council Meeting
- B. Dale
 Novobielski Approval of Claims and Payroll:
 Payroll Checks No. 85611-85712 for a total of \$946,946.18
 Claim Checks No. 180015-180224 for a total of \$1,763,081.58
- 14-B Rocky Wallace Resolution Declaring the Wastewater Collection System
 Improvements Project as Complete and Accepting the Work and
 Materials

11) **Public Hearings - None**

12) **General Business**

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

13) **Resolutions**

A. Resolution Authorizing the Mayor to Sign a Two-Page Transportation Improvement Board Updated Cost Estimate, for the Fremont Avenue Overlay Project

Introduced by Mayor Raymond and presented by Mr. Wallace, who explained that the opening bids came in higher than expected, so the City's final match after receiving more funds from TIB was \$41,500. After presentation,

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

Hearing none, 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 – yes; Councilmember Peterson – yes. Motion carries.

B. Resolution Amending Resolution No. 3027 for Additional Funding for the City's Emergency Water Well #5 Project

Introduced by Mayor Raymond and presented by Mr. Wallace who explained that some additional maintenance would be needed before putting the new pump in and additional funding is needed to do so. After presentation,

Councilmember Costello moved to approve the Resolution as presented. Councilmember Peterson seconded. Mayor Raymond restated the motion and asked Council for discussion. Hearing none, 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 – yes; Councilmember Peterson – yes. Motion carries.

C. Resolution Authorizing the Mayor to Sign a Contract with Selland Construction, Inc., Related to the City's Fremont Avenue Sewer and Resurfacing Project

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

Councilmember Carlson moved to approve the Resolution as presented. Councilmember Wickenhagen seconded. Mayor Raymond restated the motion and asked Council for discussion. Hearing none, 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 – yes; Councilmember Peterson – yes. Motion carries.

D. Resolution Directing City Staff to Publish an Underlying Proposed Resolution in the City's Designated Official Newspaper as Notice of the City's Intent to Grant a Nonexclusive Franchise for Small Cell Wireless Facilities to Yakima MSA Limited Partnership on July 25, 2023

Introduced by Mayor Raymond. Presented by City Attorney Rob Case. 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 Wickenhagen asked if there was even an option to not allow the franchise? Mr. Case explained that technically yes, they could, but it would probably end up in court. After reading the FCC's ruling, Mr. Case advised the council to approve the resolution.

Councilmember Carlson asked if that included allowing them to use the City owned property such as telephone poles? Mr. Case replied, yes, he believes that is what is required since a franchise is a “right to use what the City owns.” Mr. Carlson asked what other companies currently provide small cell wireless. Mr. Case said he was not sure. Community Planner Jeff Peters provided his understanding of small cell technology. Councilmember Iverson asked if the installation would include repeaters? Mr. Wallace joined the conversation and said yes, repeaters would be used. Mr. Peters stood again to provide input and explain to council that per the ordinances and rules and regulations, the City should accept the franchise, they can include terms and costs, but they should not deny. Councilmember Costello asked Mr. Case if the City could fall into legal issue by taking the first company to come and not opening it up to others? Mr. Case said there is no exclusive franchise and other companies are welcome to come in too.

Councilmember Carlson asked if there was any way to avoid this? Mr. Henne said no, the City can require access, but cannot hinder. Mr. Case agreed, said as Mr. Peters pointed out, the City did not adopt an ordinance regarding this so the contract is only able to do so much and other providers might come in, but this is all about interstate commerce and equality. Discussion continued.

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 – yes; Councilmember Peterson – yes. Motion carries.

14. Ordinances

A. Ordinance Enacting New Chapter 3.05, “Compost Procurement”, of the Selah Municipal Code; Providing for Severability; Allowing for Corrections; and Establishing an Effective Date

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

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

Councilmember Carlson stated he understood there is no immediate financial outlay listed but asked if there could be so in the future? Mr. Wallace replied, yes, the City may have to purchase compost for a project in the future. Mr. Carlson asked if it would cost more to purchase because of this ordinance? Mr. Wallace said the way this Ordinance is written, no, but he will have to look when necessary and every two years he will need to provide a report.

Mr. Carlson expressed his concern over growing costs because of a government mandate. Mr. Case said he reviewed similar ordinances from Toppenish and Yakima County and tried to build in as much wiggle room as necessary.

Hearing no further discussion, Mayor Raymond called for Roll Call. Executive Secretary 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.

15. Reports/Announcements

A. Departments

- Police Department – Chief Christman reported that the two officers at the academy are doing well and he is receiving good reports from their TAC officers. Chief explained that there is a Civil Service meeting on Thursday to discuss holding the Sergeants test in house or hiring Public Safety Testing to do it, which can be expensive. Chief also stated that the installation on the Flock Cameras has somewhat stalled but he's not sure why, and hopefully by the end of the week he would have more information. Mr. Peters said he has not had any contact with anyone from Flock regarding the cameras. Chief reported that the department had a representative from LEIRA come to the office and provide feedback on records management as they work towards a paperless department. And, Chief stated that retail theft is three times higher this year than the same time last year.
- Parks and Recreation – Zack Schab gave an update on Hot Rods on First Street, stating the show was smaller than projected, perhaps because there was a car show in Ellensburg at the same time. Mr. Schab updated the council on the youth football camp, and afterschool program., stating both wanted to continue through next year.
- Planning – Jeff Peters gave a department update including the work on the Housing Action Plan. Mr. Peters also said construction work is starting on the previously titled "Selah Travel Trailer" lot, that Starbucks and other business are interested in moving into the new development. Mr. Peters said he met with a developer for building on Crusher Canyon who is looking to bring more housing now that there is a sewer close by.
- Public Works – Rocky Wallace said he already gave his department update during the study session.
- Finance – Mr. Novobielski updated the council on the water sales, which were down early in the year, but have recently seen a 30% increase. Mr. Novobielski gave an update on taxes, stating that sale dipped in June compared to last year but that the city is still on target for the budgeted amount.

a. Councilmembers

Councilmember Bell provided feedback on his recent attendance at the AWC Annual Conference, stating that housing is a hot topic with few answers. Mr. Bell also said that many of the state funding booths said they have plenty of funds to spend and Cities should be talking to them. Finally, Mr. Bell said the Dolphins swim team purchased a new timing system with LTAC funds and it has been working exceptionally well.

Councilmember Costello also provided his feedback on his attendance at the AWC Annual Conference saying he was proud of everything Selah is doing and that we are far ahead of the game. Mr. Costello also gave a quick briefing of the 4th of July event, saying it was great to see the community come out and support the event.

Councilmember Carlson commented on the SDA 4th of July event as well, said the SDA made about \$6000 gross from sales during the event and thanked the police department and public works department for their help. Mr. Carlson also said that the SDA is still working on the public art installation at the Post Office.

b. **City Attorney** – no report

c. **City Administrator** – Mr. Henne said contacted the Janitorial service and said the adjusted proposal to reflect two times per week brought the overall price down, and the contract is being reviewed by the City Attorney.

d. **Mayor Raymond** gave a 5-minute break and told council to be back at 7:07pm.

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

7:10 pm: Executive session began. Mayor Raymond said they would return to the record at 7:25pm.

7:25pm: Mayor Raymond said they were back on the record, and that no decisions were made, no votes were taken. Mayor Raymond said the council wanted more time and would take another 20 minutes in session.

7:45 pm: Executive ended. Mayor Raymond said they were back on the record, and that no decisions were made, no votes were taken

7:45 pm: Closed session RE: RCW 42.30.140(4)(b) – Regarding collective bargaining negotiations started. Mayor requested 15 minutes for closed session.

8:00 pm: 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

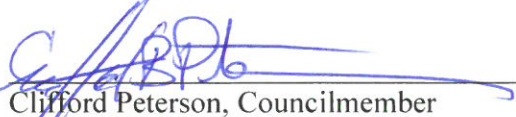
Councilmember Carlson moved to adjourn the meeting. Councilmember Iverson seconded. Mayor Raymond asked for all those in favor, say "Aye." By voice vote, motion was unanimous.

The meeting adjourned at 8:00 p.m.



Roger Bell, Councilmember

Jared Iverson, Councilmember



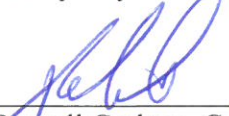
Clifford Peterson, Councilmember



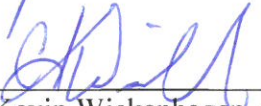
Michael Costello, Councilmember



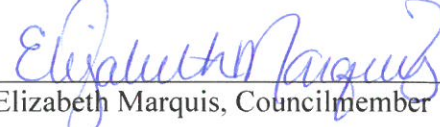
Sherry Raymond, Mayor



Russell Carlson, Councilmember



Kevin Wickenhagen, Councilmember



Elizabeth Marquis, Councilmember

ATTEST:

Dale E. Novobielski, Clerk/Treasurer



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 6/13/2023

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: 7/25/2023

Agenda Number: 11-A

Action Item

Title: 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

From: Treesa Morales, Public Records Officer

Action Requested: Public Hearing - Open Record

Staff Recommendation: Staff requests that the City Council hold a Public Hearing to receive written and/or oral testimony, if any, pertaining to the City's Body Worn Camera (BWC) Redaction Cost Study and proposed BWC-specific fee schedule.

Board/Commission Recommendation: Not Applicable

Fiscal Impact: The City would receive revenues at the rate of \$0.43 per minute of staff work if the fee schedule is adopted.

Funding Source: N/A

Background/Findings/Facts: On July 11, 2017, the City Council approved Resolution No. 2616, which adopted the new cost provisions approved by the Washington State Legislature via Engrossed House Bill (EHB) 1595 and amended the City's policy for processing public records requests so as to include a new section 6.4 that specifies applicable copying fees. To date, six years later, the costs for copying remain the same as reflected in RCW 42.56.120(2).

However, the Selah Police Department now has Body Worn Cameras (BWC) and those cameras generate a type of record that was not previously considered back in 2017. The requirements upon City staff for reviewing, redacting, and disseminating records of this type are different than the work necessary to review and potentially redact other types of records, and thus adopting a BWC-specific fee schedule is warranted.

The State Public Records Act specifically addresses BWC information via RCW 42.56.140. The following subsections explain the City's obligation to conduct a cost study prior to adopting a BWC-specified fee schedule:

1. RCW 42.56.140(f)(i): *A law enforcement or corrections agency responding to a request to disclose body worn camera recordings may require any requester not listed in (e) of this subsection to pay the reasonable costs of redacting, altering, distorting, pixelating, suppressing, or otherwise obscuring any portion of the body worn camera recording prior*

to disclosure only to the extent necessary to comply with the exemptions in this chapter or any applicable law.

2. RCW 42.56.140(f)(ii): *An agency that charges redaction costs under this subsection (14)(f) must use redaction technology that provides the least costly commercially available method of redacting body worn camera recordings, to the extent possible and reasonable.*

The attached Body Worn Camera (BWC) Redaction Cost Study addresses and fulfills the above-recited obligations, and thus justifies the BWC-specific fee schedule that City staff desires to have adopted.

Recommended Motion: Hold the required public hearing to receive written and/or oral testimony, if any, pertaining to the City's Body Worn Camera (BWC) Redaction Cost Study and proposed BWC-specific fee schedule (and thereafter separately consider the proposed Resolution that would adopt the cost study and adopt the fee schedule)

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:

12-14-2021	Ordinance 2152 - Council approved 2022 city-wide budget including capital expenditure to purchase of Axon Body Worn Cameras by the Selah Police Department.
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City of Selah

Body Worn Camera Redaction Cost Study

June 2023

Background

In 2022, the Selah Police Department (SEPD) implemented a Body Worn Camera (BWC) program. Currently, 19 Selah police officers are equipped with body cameras which capture recordings that become public records, and are subject to the Washington Public Records Act (PRA). According to RCW 42.56.240(14), the PRA allows a law enforcement agency to charge certain requestors the reasonable costs of redacting BWC recordings prior to disclosure, in addition to copying costs that agencies are legally allowed to charge requestors. The following describes the cost study conducted by the Selah Police Department to ensure proper application of fees associated with the body worn camera records.

Introduction

The PRA allows an agency to charge a requestor the reasonable costs of redacting, altering, distorting, pixelating, suppressing, or otherwise obscuring any portion of the body worn camera recording prior to disclosure. However, the following types of requestors have a right to BWC records free of charge:

- A person directly involved in an incident recorded by the requested body worn camera recording;
- An attorney representing a person directly involved in an incident recorded by the requested body worn camera recording;
- A person or his or her attorney who requests a body worn camera recording relevant to a criminal case involving that person;
- The executive director from either the Washington state commission on African-American affairs, Asian Pacific American affairs, or Hispanic affairs; or
- If relevant to a cause of action, an attorney who represents a person regarding a potential or existing civil cause of action involving the denial of civil rights under the federal or state Constitution, or a violation of a United States department of justice settlement.

An agency that charges redaction costs must use redaction technology that provides the least costly commercially available method of redacting body worn camera recordings, to the extent possible and reasonable.

Principles

The Selah Police Department will Charge for:

- Redactions based on the parameters provided in the PRA.
- Staff time directly applicable to redacting video recordings, at a rate no more than the lowest-paid employee assigned responsibility for redacting video recordings.
- The actual cost of copies of BWC recordings as provided in the PRA, in addition to allowed redaction costs.
- The actual time it takes to redact a particular video recording, calculated at the rate of \$0.43 per minute.
- The actual cost of copies of BWC recordings as provided in the PRA, in addition to allowed redaction costs.

The Selah Police Department:

- Uses redaction technology that most effectively and efficiently meets the administrative and operational needs of the Department.
- Does not charge requestors any costs related to the redaction technology.
- Incurs substantial costs for video recordings management, processing, storage, and redaction technology.

Redaction Process

The cost of using current technology to redact video recordings is based on actual staff time derived from the workflow necessary to apply redactions as detailed in the SEPD Redaction Process Workflow, below.


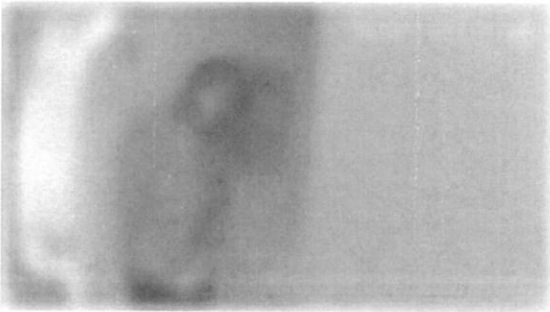

The salary for the SEPD Public Records Video Specialist is approximately \$.43 per minute, which does not include employee benefits or other overhead costs. RCW 42.56.240(14) outlines the allowable charges for the actual cost of redacting BWC recordings including the cost of redaction technology. However, the Video Specialist's salary does not include the cost of redaction technology, nor does the City intend to charge requestors for the technology costs. Therefore, the City intends to charge requestors at the rate of \$.43 per minute to redact BWC recordings. This rate is lower than the actual cost incurred by the City for redacting BWC recordings, which was determined by the results of the following Redaction Process Workflow.

REDUCTION PROCESS WORKFLOW			
Redaction Method	Estimated Cost Per Minute to Redact	Minutes to Redact Per Minute of Raw Footage	Estimated Cost of Redaction Per Minute of Raw Footage
Targeted Video Redaction with or without Targeted Audio Redaction	\$0.43 per individual or object redacted	6 per individual or object redacted	\$2.58 per individual or object redacted
Targeted Audio Redaction Alone	\$0.43	5	\$2.15
Screen Blur or Screen Blackout	\$0.43	1 Minute per segment	\$0.43/segment

Time Studies

Stopwatch style time studies were conducted to determine the amount of time it takes to redact BWC recordings including how long it takes to fully blur and remove audio from an entire video recording, eliminate one minute of video recording, redact one minute of simple audio, redact one minute of complex audio, redact one minute of simple video recording, and redact one minute of complex video recording. The results of the Time Studies is outlined in the table below.

Redaction Type	Actual Time	Redaction Time
Targeted Video Redaction with or without Targeted Audio Redaction	1 Minute per individual or object redacted	6 Minutes per individual or object redacted
Targeted Audio Redaction Alone	1 Minute	5 Minutes
Screen Blur or Screen Blackout	1 Minute per segment	1 Minute per segment

TYPES OF VIDEO REDACTIONS	
Targeted Video Redaction ¹	Description
	Targeted Video Redaction of Person or Object with or without Targeted Audio Redaction: This blurs or blacks out the face or identifying features of an individual or object.
Screen Blur ²	Description
	Screen Blur: This blurs the entire screen for a segment of video recording containing an exempt image, such as a Mobile Data Terminal (MDT) with exempt screen content, the interior of a place of residence where a person has a reasonable expectation of privacy, the interior of a medical or mental health facility, etc.
Screen Blackout	Description
	Screen Blackout: This blacks-out the entire screen for a segment of video recording containing an exempt image, such as a Mobile Data Terminal (MDT) with exempt screen content, the interior of a place of residence where a person has a reasonable expectation of privacy, the interior of a medical or mental health facility, etc.

In some instances, **Targeted Audio Redaction** may be used. This technique removes exempt portions of the audio without redacting any related video recordings.

¹ The size of the dot or shape obscuring an individual or object may vary to ensure that exempt identifying details are sufficiently obscured.

² The screen blur above is illustrated at 60% blur. The level of blurring may vary to ensure that exempt identifying details are sufficiently obscured

Yakima Herald-Republic

PO Box 9668
Yakima, WA 98909

YAKIMA HERALD-REPUBLIC

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City Of Selah
Tresa Morales
115 W Naches Avenue
Selah, WA 98942
USA

Order Confirmation

Order #:	59503
Order Ref #:	
Date:	7/12/2023
Advertiser #:	23209
Advertiser Name:	City Of Selah
Agency #:	
Agency Name:	
Account Manager:	Simon Sizer ssizer@yakimaherald.com

\$ 54.25

Ad No.	Date	Description	Position	Format
345762	7/14/2023	CITY COUNCIL FOR THE CITY OF SELAH, WASHINGTON NOTICE OF PUBLIC HEARING Open Record Public Hearing to Consider Adoption of t	Yakima Herald Republic Broadsheet - CL-Legals	1.67 x 3.82 in x 1.0000 col.
345763	7/14/2023	CITY COUNCIL FOR THE CITY OF SELAH, WASHINGTON NOTICE OF PUBLIC HEARING Open Record Public Hearing to Consider Adoption of t	Yakima Herald Republic CL Online - CL-Legals	1.67 x 3.82 in x 1.0000 col.

Summary

Total Net Amount	\$ 54.25
Taxes	\$ 0.00
Total Amount	\$ 54.25

Remittance Address:

Yakima Herald-Republic
PO Box 9668
Yakima, WA 98909
Tel: (206) 464-2550

Classified Category: Legals|Public Notices

CITY COUNCIL FOR THE CITY OF SELAH, WASHINGTON

NOTICE OF PUBLIC HEARING

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. The
hearing will be held on
Tuesday, July 25th, 2023 at
5:30 P.M., or as soon
thereafter, in the Selah City
Council Chambers, 115 W.
Naches Ave, Selah WA
98942. This is an open record
public hearing so any member
of the public may present
comment on the subject at
hand.

Dated this 12th day of July,
2023

(59503) July 14, 2023

Time Studies

Stopwatch style time studies were conducted to determine the amount of time it takes to redact BWC recordings including how long it takes to fully blur and remove audio from an entire video recording, eliminate one minute of video recording, redact one minute of simple audio, redact one minute of complex audio, redact one minute of simple video recording, and redact one minute of complex video recording.

CONCLUSION

SEPD Will Charge a Fee for Redaction Based on Actual Redaction Time

The City will charge requestors redaction costs reflecting the actual time it takes to redact a particular video calculated at the rate of \$0.43 per minute.



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 7/25/2023

Agenda Number: **13-A**

Action Item

Title: 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.

From: Treesa Morales, Public Record Officer

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: N/A

Funding Source: N/A

Background/Findings/Facts: RCW 42.56 of the Revised Code of Washington addresses the State's Public Records Act. Specifically, RCW 42.56.040 states, "each local agency shall prominently display and make available for inspection: rules of procedure and substantive rules of the general applicability adopted as authorized by law, and statements of the general policy or interpretations of general applicability formulated and adopted by the agency; and each amendment or revision to, or repeal of any of the forgoing.

The last time the City's public records policy was reviewed and adopted on was at the Council meeting on July 11, 2017. Since this date, there have been a number of improvements made in how the City processes public records as well as changes in public records and executive staff. Further, on December 1, 2022, the Selah Police Department implemented body worn cameras and has been processing requests for these records. The revised public records policy includes, among other things, an improved background section, a definitions list, a clarified appeals section, and improved outline for making a public records request. Perhaps the most notable change is the addition Section 9, regarding Body Worn Camera (BWC) Records. In accordance with RCW 42.56.240(14) Section 5 informs the public of the City's policy on Body Worn Camera requests, and outlines the City-specific guidelines that apply when reviewing and applying redactions to BWC records.

Staff is requesting review and approval of this updated public records policy for processing public records and body worn camera footage.

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. 3032

RESOLUTION TO ADOPT AN UPDATED PUBLIC RECORDS POLICY
AND FORMALLY RECOGNIZE THE COST STUDY COMPLETED BY
THE SELAH POLICE DEPARTMENT TO ENABLE THE DEPARTMENT
TO CHARGE FOR BODY WORN CAMERA RECORDS REQUESTS

WHEREAS, RCW 42.56.040 requires state agencies to adopt rules to assist the public in obtaining information about that agency, and local agencies must make that information available at the central office; and

WHEREAS, The Selah City Council formally adopted the City's current public records policy on July 11, 2017; and


WHEREAS, the Selah Police Department implemented body worn cameras on all patrol officers on December 1, 2022 and has been recording interactions per the department Policy #421 Body Worn Cameras; and

WHEREAS, the updated policy provides for better clarification, inclusion of a definitions list, a common exception log, declaration pages, and addition of section 9 for Body Worn Camera requests; and


WHEREAS, the updated policy includes an Executive Order covering indexes for public records as required by RCW 42.56.070(4), consistent with Ordinance 1668, which was approved by City Council on October 11, 2005, both of which state and reaffirms the undue burden of producing an "all-inclusive" index of every public record the City owns.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the City Council adopts the updated Public Records Policy and approves of the Selah Police Department Body Worn Camera cost study, enabling the Selah Police Department to charge for time spent reviewing and redacting Body Worn Camera records.

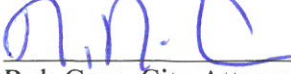
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH,
WASHINGTON, this 25th day of July, 2023.


Sherry Raymond, Mayor

ATTEST:


Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:


Rob Case, City Attorney



City of Selah

Public Records Policy

Resolution No. _____

Date Passed: _____

Revision History: First Adopted: 2017

First Amended: 2023

1. Purpose

This policy explains how the City of Selah (the “City”) responds to and fulfills public records requests, consistent with the state Public Records Act (the “PRA”), RCW Chapter 42.56.

This policy includes both statutorily-mandated requirements and also non-mandated best practices. Except where a duty is mandated by statute, the provisions of this policy shall be deemed discretionary and advisory only. The City reserves the right to modify, suspend or interpret this policy, in whole or in part, at any time.

2. Background

The PRA was enacted to provide the people with broad rights of access to public records. The PRA declares that it must be “liberally construed” to promote the policy of open government:

“The people of this state do not yield their sovereignty to the agencies that serve them. The people, in delegating authority, do not give their public servants the right to decide what is good for the people to know and what is not good for them to know. The people insist on remaining informed so that they may maintain control over the instruments that they have created. This chapter shall be liberally construed to promote this public policy and to assure that the public interest will be fully protected. In the event of a conflict between [the PRA] and any other act, the provisions of [the PRA] shall govern. RCW 42.56.030.”

The City’s “public records” (as defined in the PRA), whether in physical paper form and/or electronic form, are subject to potential disclosure and production under the PRA. The PRA establishes specific deadlines for responding to PRA requests and for producing responsive records and/or exemption logs.

The City’s goal is to ensure compliance with the PRA deadlines and requirements while minimizing resultant impacts on performance and delivery of the City’s other non-PRA functions and services.

The City’s is required is to provide fullest assistance to all requestors. The City will devote sufficient staff time to processing PRA requests, provided however that “excessive interference” with the City’s “other essential functions” does not occur. (RCW 42.56.100, WAC 44-14-04003). The City’s goal is to respond to the greatest number of requests from the greatest number of requestors. However, the City will not acquiesce to demands of one requestor in such a way that causes a detriment of the City’s ability to provide fullest assistance to other requestors, or in such a way as to result in damage or disorganization

of the City's records, or in such a way as to excessively interfere with the City's other non-PRA functions and services.

3. Agency Description, Contact Information, Public Records Officer

The City of Selah is committed to a transparent government, serving out community with honesty and integrity. The City's central office is located at 115 W. Naches Ave, Selah WA 98942. The City of Selah has field offices at 222 Rushmore Road (Public Works), 206 W. Fremont Ave (Fire Department), 617 S. 1st Street (Selah Police Department), and 216 S. 1st Street (Parks and Recreation).

Any person wishing to request access to public records of the City of Selah, or seeking assistance in making such a request should contact the public records officer of the City of Selah:

Public Records Officer
City of Selah
115 W. Naches Ave
Selah, WA 98942
509-698-7381
Fax: 509-698-7338
Email: public.records@selahwa.gov

Information is also available at the City of Selah's website at: www.selahwa.gov

According to WAC 44-14-02002, an agency must appoint a public records officer whose responsibility is to serve as "point of contact" for members of the public seeking public records. The public records officer is not required to personally fulfill the request for public records. Rather, a request can be fulfilled by an agency employee other than the public records officer. The public records officer or designee and the City of Selah will provide the "fullest assistance" to requestors; ensure that public records are protected from damage or disorganization; and prevent fulfilling public records request from causing excessive interference with essential functions of the agency.

Generally speaking, public records are available for inspection and copying during normal business hours of the City of Selah, which are Monday – Friday from 8:00 a.m. to 5:00 p.m., excluding legal holidays. Many public records are also available for inspection and copying on the City's website (listed above), at no cost to the public. (WAC 44-14-030)

4. Definitions

Body Worn Camera Footage (BWC Footage) means an audio recording, video recording and/or audio-video recording that is made by a City-issued body worn camera attached to the City-issued uniform, equipment or eyewear of a law enforcement officer and in use/operation while the officer performing the officer's official duties.

Bot Request means a PRA request that reasonably appears to have been submitted by a computer program rather than by a specific person.

City means the City of Selah.

Employee means any person who works for the City as a direct employee, paid or unpaid volunteer, or independent contractor.

Exemption refers to any statute that allows or requires the City to withhold information or records in response to a PRA request. See Appendix #1 for a copy of the City's typical Exemption Log form.

Malware means hostile or intrusive software and/or malicious programs that may jeopardize or harm computer systems or equipment.

Person means a specific person, an organization, a business entity or a governmental agency.

Person in Interest means the person who is the subject of a record (*i.e.*, the person discussed in the record or who the record pertains to) and also includes any representative designated by that person or, when the person is under a legal disability (such as being under the age of 18 or temporary incapacity), the person's parent or duly appointed legal representative of the person.

Public Record includes any writing containing information relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by the City regardless of physical form or characteristics.

Public Records Officer (PRO) is the designated staff member whose responsibility is to serve as a point of contact for members of the public in requesting disclosure of public records and to oversee the City's compliance with the public records disclosure requirements of the PRA.

Public Records Request means a request for public records submitted to the City pursuant to the PRA.

Requestor means the person who submitted a PRA request to the City.

Withholding means non-disclosure of records, either in full or in part, due to one or more applicable exemptions.

Writing means handwriting, typewriting, printing, photostating, photographing, and every other means of recording any form of communication or representation including, but not limited to, letters, words, pictures, sounds, or symbols, or combination thereof, and all papers, maps, magnetic or paper tapes, photographic films and prints, motion picture, film and video recordings, magnetic or punched cards, discs, drums, diskettes, sound recordings, and other documents including existing data compilations from which information may be obtained or translated.

5. Policy Guidelines

All public records prepared, owned, used or retained by the City are potentially subject to production under the PRA, regardless of which office, employee or department created or manages the record.

5.1. Availability of Non-Exempt Public Records.

Non-exempt public records are available for inspection and copying during normal business hours of the City, excluding municipal legal holidays. Non-exempt public records must be inspected at Selah City Hall,

and arrangements for inspection and/or copying must be made in advance. Inspection of non-exempt public records must occur in a non-disruptive manner. No member of the public may remove a public record from a viewing area, disassemble a stapled or packaged group of public records, or alter any public record.

Requestors may not attach devices or cables to City systems or equipment. Because of the potential for introducing a threat to the security of, or otherwise damaging, City systems or equipment, the City does not allow requestors to attach or insert their own devices or cables into any City computer system, equipment or USB port. Copying and/or forwarding of non-exempt public records from a City system or equipment will be done by City staff.

5.2. Organization/Protection of Public Records.

Pursuant to RCW 42.56.070(4), the City finds that maintaining an index as provided in RCW 42.56.070(3) for use by the public unduly burdensome and would interfere with agency operations given the high volume, various locations, and types of public records received, generated and otherwise acquired by the City, and thus the City does not have such an index. However, the City will maintain its records in a reasonably organized manner and take reasonable actions to protect records from damage and disorganization. (See Executive Order #PRO-01).

5.3. Copyrighted Material.

Certain documents held by the City are protected by statutory or common law copyright. If a public records request involves a record that is copyright-protected, the requestor must sign and return the Fair Use Doctrine Declaration (see appendix 3) declaring the requestor's intent to use the record for purposes expressly allowed by law. Failure to execute the Fair Use Doctrine Declaration will result in the copyright-protected record(s) being made available for in-person inspection only.

5.4. Large Requests.

When the City receives a PRA request that appears to be broad in nature, City staff may request clarification from the requestor to ensure that the appropriate records are identified and to determine if the PRA request can be narrowed. Clarification shall focus on information needed to identify responsive records. Any information provided about the purpose of the PRA request shall not be used as a basis for denying the PRA request.

When appropriate, as part of the clarification process, City staff may work with the requestor to find ways to narrow the PRA request. When a requestor agrees to narrow a PRA request, nothing prevents the requestor from later expanding the PRA request back to its original scope or submitting a new PRA request.

When a PRA request seeks a large volume of records, the City may elect to provide non-exempt public records on an installment basis and provide notification of such to the requestor. If a requestor does not respond within thirty (30) days so as to arrange for the review of the first installment, the City may deem the PRA request abandoned and stop fulfilling the remainder of the PRA request.

5.5. Requests for List of Names.

The PRA prohibits the City from producing a list of names to a requestor who intends to use the list for commercial purposes. When a requestor requests a list of names, the requestor must explain the intended use of the list and will be asked to sign a Declaration confirming that the list will not be used for commercial purposes. See Appendix 4 for a copy of the City's typical Declaration form.

5.6. Bot Requests.

The City has no duty to accept or respond to Bot Requests, because an automated computer program is not a "person" within the meaning of the PRA and the PRA only requires that non-exempt records be made "available to any person" (RCW 42.56.080). The City will deny a Bot Request if responding to the request would cause excessive interference with other essential functions and/or if the Bot Request may pose a security risk to the City by introducing malware to City systems or by enabling a DOS attack on the City. The City has the discretion to block any PRA request(s) if it has a reasonable basis to believe that the request(s) pose a security risk to the City or any of its systems or equipment.

5.7. Notice to Third Parties.

If a potentially-responsive public record to a received PRA request contains personal information identifying an individual or organization (*i.e.*, a third party), the City may notify such third party of the third party's option to seek a court injunction (pursuant to RCW 42.56.540 and/or other law) that blocks disclosure of the public record. City staff should take this into account when providing an estimate to the requestor as to when the public records might be provided. City staff should also review any contracts with third parties that may contain special notice provisions. However, nothing in this policy creates or is intended to create any entitlement or right for any third party to any such notice.

Body Worn Camera Records (BWC)

On December 1, 2022, the City's police department began wearing and using body worn audio-visual recorders. PRA requests for BWC Footage will follow all of the above-mentioned guidelines, as well as those set forth in this section 6.

Nothing in this policy restricts or is intended to restrict access to BWC footage by official or recognized civilian and accountability bodies and/or pursuant to any court order.

Requestors are required to specifically ask for BWC footage in relation to a police report. A PRA request for a police report that fails to specifically also request associated BWC footage will be processed as solely a PRA request for the police report – the associated BWC footage will not be implied or assumed as part of any PRA request.

The City will retain all BWC footage for at least sixty (60) calendar days and may thereafter destroy BWC footage in accordance with the applicable records retention schedule (RCW 42.56.240(14)(j)).

According to RCW 42.56.240(14)(d)(i-iv), a PRA request for BWC recordings must at a minimum:

- Specifically identify a name of a person(s) involved in the incident;
- Provide the incident or case number;
- Provide the date, time and location of the incident(s); or

- Identify a law enforcement officer involved in the incident(s).
- If the requestor does not provide the information specified above, City staff will seek clarification on the PRA request. If the above information is not provided in response to the request for clarification, the PRA request for BWC footage will be denied.
- For exemptions or redactions, see the City's exemption list in appendix #1.
- The following City-specific guidelines apply for BWC footage:

Nested records (or records within records) will be redacted when they are present in (or within) the requested BWC footage and are unrelated to the involved case.

Examples include, but are not limited to, the following circumstances:

- (1) private information on a law enforcement officer's computer during a case;*
- (2) private information on computers located within City buildings;*
- (3) passwords and log-in information for accounts, terminals, cell phone or devices;*
- (4) law enforcement officers casually walking around the police station while a body worn camera is running but not being used for investigative purposes; and/or*
- (5) security concerns, or the recording possibly picking up information from a different investigation.*

Due to the small size the City of Selah, the Selah Police Department will take extra precautions – where necessary and allowable by the PRA or other law(s) – to protect the identity of juveniles, victims or deceased individuals; and also to protect the content and identity of the interior of a residence or non-public areas of a medical facility.

If BWC footage contains the clear presence of a juvenile in (or within) the requested record, the juvenile's image will be blurred or blacked-out regardless of the juvenile's relationship to the case or other person(s).

If BWC footage contains images related to healthcare, the images related to healthcare image will be blurred or blacked-out regardless of whose healthcare it pertains to.

With exception of the following requestors, the PRA allows and agency to charge a requestor the reasonable costs of redacting, altering, distorting, pixelating, suppressing, or otherwise obscuring any portion of the body worn camera recording prior to disclosure:

- A person directly involved in an incident recorded by the requested body worn camera recording;
- An attorney representing a person directly involved in an incident recorded by the requested body worn camera recording;
- A person his/her attorney who requests a body worn camera recording relevant to a criminal case or case involving that person;
- The executive director from either the Washington State Commission or African-American affairs, Asian Pacific American affairs, or Hispanic Affairs; or
- If relevant to a cause of action, an attorney who represents a person regarding a potential or existing civil cause of action involving the denial of civil rights under the federal or state Constitution, or a violation of a United States Department of Justice Settlement.

For more information on the City's BWC records policy, see Appendix #5.

For the Police Department Cost Study for charging for BWC footage, see Appendix #6.

6. Making a Public Records Request

Reasonable notice that the request is for public records. In order to make a request for public records, a requestor must provide the city with fair notice that a request is being made for public purposes. To do so, a requestor must request records as set forth in the section below, and, if the request is made other than via the online public records request portal, the requestor needs to direct the request to the attention of the Public Records Officer and cite “public records” or “public disclosure.” A request may not bury a request for public records within a larger document or communication unrelated to a public records request.

The PRA requires that a requestor put the City on fair notice that it has received a PRA request (Beal v. City of Seattle, 150 Wn. App. 865, 876, 209 P.3d 872 (2009)). A PRA request’s medium is “relevant to its clarity.” The City cannot ensure that it will properly recognize or even receive a PRA request sent by means other than the City’s adopted procedures, and the City will not monitor social medial sites or review voicemail messages on the chance that a requestor may attempt to submit a PRA request via one of those invalid methods.

A Public Records Request Number (*i.e.*, PRR #_____) will be assigned and provided to the requestor within five (5) business days of the City’s receipt of a PRA request. The PRR # should be referenced by the requestor in all correspondence regarding the PRA request. If the same requestor submits two separate PRA requests at the same time (or in close proximity to each other), the City may combine the PRA requests into a single PRA request with a single assigned Public Records Request Number.

Procedure for Responding to PRA Requests

6.1. Form.

Any person wishing to inspect or copy identifiable public records of the city should make the request in writing in one of the following ways:

✓ **Requests for records other than Police records:**

Requests to inspect or copy any records maintained by the city, other than Police records, should be made on the form to the Public Records Officer at:

In writing:

City of Selah
Public Records Officer
115 W. Naches Ave
Selah WA 98942
Phone: 509-698-7381
E: public.records@selahwa.gov

Online:

www.selahwa.gov/public-information-request

By email:

public.records@selahwa.gov

✓ **Requests for Police records:**

Requests to inspect or copy records maintained by the City's Police Department, including Body Worn Camera records, should be made to the Police Records Department at:

In writing:

Selah Police Department
Public Records Division
617 S. 1st Street
Selah, WA 98942

Online at:

www.selahwa.gov/police/records

By email:

spd.records@selahwa.gov

6.2. Internet access to records.

Many records are also available on the City of Selah Website at www.selahwa.gov. Requestors are encouraged to view documents available on the website prior to submitting a public records request.

Regardless of the form of the request, the following information shall be included in the request:

- Name and address of requestor
- Other contact information including telephone number and email address
- The fact that the requestor is making a Public Records Act request
- Identification of the requested records adequate for the Public Records officer to locate the records; and
- The date of the request

6.3. Identifiable Records.

A requestor must request an "identifiable record" or "class of records" before the city must respond to it. An "identifiable record" is one that is existing at the time of the request and which City staff can locate. The Act does not require the City to be a "mind reader" or to guess what records are being requests. The Act does not allow a request to make "future" or "standing" (ongoing) requests for records not in existence; nonexistent records are not "identifiable."

A request for all or substantially all records prepared, owned, used, or retained by the city agency is not a valid request for identifiable records; a request for all records must identify a particular topic or contain a particular keyword or name to not constitute a request for all of the City's records. A "keyword" or name must have some meaning that reduces a request from all or substantially all of the City's records.

Public records requests also are not interrogatories or questions. The City is not required to answer questions about records, City business or City actions, or conduct legal research for a requestor.

6.4. Date of Request.

When the City receives a PRA request stating (for example) “I’d like the following records dated xx/xx/xxxx through present,” the date the PRA request is received will be used as the fixed “present” date. While fulfilling a PRA request, such “present” date will remain fixed as such and will not change/update/move to any future or final date when work on the PRA request occurs.

6.5. No Duty to Create Records.

The City is not obligated to answer written questions, create new public records, or provide a record in a format different from the original format of the record. However, the City may, in its discretion, offer to create such a record to fulfill a PRA request where it may be easier for the City to create the new record rather than provide the original record(s).

6.6. Order of Processing Requests.

In order to allocate resources efficiently, the City will process PRA requests whatever order allows the greatest number of PRA requests from the greatest number of requestors to be timely processed. Accordingly, PRA requests will not always be processed in the order received and varying timelines may apply.

6.7. Copies.

If the requestor wishes to have copies of the records made instead of simply inspecting them or receiving them electronically, the requestor should indicate and make a deposit or pay for the copies, as further discussed in the Fee Schedule below. Costs for copies are set out on the fee schedule established and approved by the City Council, as amended from time to time, and made available at City Hall and on the City’s website.

See Executive Order PRO-02 – Re: 42.56.120/Charges for Providing Copies of Public Records, and Ordinance No. 1668 declaring the maintenance of an “all-inclusive” index of every public record to be unduly burdensome upon city administration.

Consistent with RCW 42.56.120 and any future amendments thereto, the City will charge monetary fees for processing PRA requests according to the following Fee Schedule:

Type of Record/Action	Applicable Fee	Explanation
Photocopies of paper records	\$0.15 cents per page	Per page for photocopies of public records created by City staff, for printed copies of electronic public records when requested by requestor, and/or for the requestor’s use of the City’s equipment to make photocopies
Scanned Records	\$0.10 cents per page	Per page for public records scanned into an electronic format by City staff

Electronic Files	\$0.05 cents per four electronic files	Per each four electronic files or attachments that City staff uploads to email, a cloud-based data storage service or other means of electronic delivery
Large Electronic Files	\$0.10 cents per gigabyte	Ten cents per gigabyte for the transmission of public records in an electronic format or for the use of City equipment to send the records electronically
Digital Storage Device	Actual cost of device	The actual cost of any digital storage media or device provided by the City, the actual cost of any container or envelope used to mail the copies to the requestor, and the actual postage or delivery charge
BWC Footage	*See Section 6 for more information	Cost for BWC Footage includes the cost of time to review the recording and apply redactions/exemptions, and may include the cost of the device (such as a thumb drive) to disseminate records

6.8. Notification of Fees.

The City will notify a requestor of the anticipated total fees before completing the processing of a PRA request, in order to allow the requestor to decide whether to pay the fees or to abandon the PRA request.

6.9. Deposit.

Before copying and/or compiling records or any installment of records, the City may require a deposit from the requestor of up to ten percent (10%) of the total anticipated fees. If a requestor fails to pay the deposit within thirty (30) calendar days after the City's notification and request, the City will deem the PRA request abandoned.

6.10. Oral Requests.

The Public Records Officer may accept oral requests for public records that contain the above information or by telephone or in person, provided that the request seeks a particular document identifiable by name. If such an oral request is made, the Public Records Officer will confirm receipt of the information and the substance of the request in writing. If other requests are attempted to be made orally, in order to provide confusion, the Public Records Officer will direct the requestor to submit the online public records request form or to otherwise submit the request in writing.

6.11. Initial Five-Day Response.

The City shall respond promptly to PRA requests. Within five (5) business days of receiving a PRA request, the City shall acknowledge receipt of the PRA request and take one or more of the following actions:

- Make the requested public records available for review;

- Provide a reasonable estimate of time within which the City will respond to the PRA request;
- Deny the PRA request in whole or in part and cite the specific applicable exemption(s) that render the public record(s) exempt from disclosure;
- Ask for the requestor for clarification;
- Indicate that any responsive records are exempt from disclosure; or
- Let the requestor know that no responsive record(s) exist.

6.12. Reasonable Estimate of Time.

When the City receives a PRA records request, the public records department will – in conjunction with any implicated City department(s) – determine a reasonable estimate of time within which the City will respond to the PRA request. At this time, the public records department and implicated City department(s) will factor in the nature, volume and availability of the requested records, the amount of time necessary to respond to a particular PRA request as it effects the amount of staff time that can be devoted to responding to other PRA requests, as well as the impact on the City's other non-PRA functions and services. Factors that may bear upon the response time estimate include, but are not limited to, the following:

- Number of pending PRA requests from the same requestor;
- Large number or volume of public records requested;
- Complexity or ambiguity of the PRA request;
- Access to database or electronic systems records;
- Whether the City must engage IT services;
- Whether the public records not easily identified, located and accessible;
- Current PRO staffing;
- Current staffing of any implicate City department(s);
- Research by City staff;
- Amount of time needed by City staff from departments that are not primarily implicated;
- Third-party notice;
- Complex review to determine if content is exempt;
- Extensive and complicated electronic redaction;
- Legal review; and
- Resolving issues related to retention of responsive records.

6.12.1.1. Revised Reasonable Estimate of Time.

At any time while processing a PRA request, the public records department may provide the requestor with a revised reasonable estimate of time within which the City will respond to the PRA request. A revised estimate of time will be based on the factors specified in the preceding bullet points above and/or the following non-exclusive additional factors:

- Any unexpected or unforeseen delays encountered during processing of the PRA request;
- Additional PRA requests submitted by the same requestor while the initial PRA request(s) remain pending; and/or
- Changed circumstances or other considerations ascertained during processing of the PRA request.

6.13. Clarification.

The City may need additional time to clarify a PRA request if the PRA request cannot be understood or does not ask for identifiable records. The City may also need clarification time in order to confirm the identity of a requestor and/or to obtain other information from the requestor in order to comply with law or court orders governing access to the requested records. When received by the public records department, City staff may contact the requestor for additional information to better understand the records the requestor is seeking.

6.14. Installments.

Based on the factors detailed specified above in 6(b), the City may elect to provide records on an installment basis to a requestor. The Public Records Officer should provide a reasonable estimate in the initial written response concerning when the first installment will be available, and if possible, a schedule for future installments. The Public Records Officer may require a deposit prior to processing the PRA request as provided in Table 8(a) regarding fees.

6.15. Appointments for Inspection.

The City generally provides for inspection and copying of non-exempt public records by appointment during customary office hours. Appointments shall be scheduled so as to not interfere with the City's other non-PRA functions and services. The City must take reasonable precautions to protect records from damage and disorganization, including assigning a staff member to be present during a requestor's review and copying appointment. As of the present date, there is no monetary fee for an in-person inspection of public records. However, the City will charge monetary fees for physical copies, electronic copies and other things consistent with the Fee Schedule set forth in section 8 below.

6.16. Records Exempt from Disclosure.

Some records or information contained therein are exempt from disclosure, in whole or in part (see Appendix 1). If the City believes that a record is exempt from disclosure and should be withheld, in whole or in part, the Public Records Officer will state the specific exemption and provide a brief explanation of why the record, or portion of the record is being withheld.

Similarly, if only a portion of the record is determined to be exempt, the Public Records Officer will redact the exempt portions and provide the non-exempt portions.

Information regarding withheld or redacted records will be provided to the requestor via an exemption log. See Appendix #2 for more information on potentially exempt records.

6.17. Abandoned Requests.

The City can deem a PRA request abandoned whenever it appears reasonable, including in any of the following non-exclusive circumstances:

- If a requestor fails to respond to the City's request to clarify within thirty (30) calendar days of the request for clarification;
- If a requestor has elected to inspect records in person and does not contact the public records department to arrange for the review within thirty (30) calendar days of being notified of availability;

- If records are provided electronically via a shared file system and the requestor does not open or download the records within fourteen (14) calendar days of records being provided; or
- If the requestor fails to pay the deposit within thirty (30) calendar days of notification by the City that payment is required for records.

Upon deeming a PRA request abandoned, the City will stop processing the PRA request and will notify the requestor the request is closed.

6.18. Failure to Respond.

If the City does not respond in writing within five (5) business days of receipt of a PRA request, the requestor shall be entitled to:

- Consider the request denied; or
- Petition (appeal) the decision.

6.19. Appeals Process.

A requestor who objects to a denial or partial denial of the requestor's PRA request (including but not limited to the City's Exemption Log and/or non-disclosure of a public record on the basis of a claimed applicable exemption) may appeal the decision by submitting an appeal petition in writing to the Public Records Officer. The appeal petition should, if possible, be submitted via email directly to the Public Records Officer. The appeal petition must include the Public Records Request Number (*i.e.*, PRR #_____) that is the subject of the appeal. Upon receipt of the appeal petition, the Public Records Officer will promptly provide the appeal petition and other relevant information to the City Attorney or the City Attorney's designee. The City Attorney or the City Attorney's designee will affirm or reverse the denial within five (5) business days.

Supplemental Orders Regarding the City's Records



City of Selah

Executive Order PRO-01

RE: RCW 42.56.070(4)

Order Covering Indexes for Public Records

As required by RCW 42.56.070(4), the City of Selah formally declares the following:

1. The Mayor and City Administrator find that it would unduly burdensome for City staff to index each and every record of the many varied City records, given the wide range of City activities, the limited staffing levels maintained in each City department, and/or the fact that a number of items references in RCW 42.56.070 are not generated or rendered by the City; and
2. The Mayor and City Administrator find that the creation of a single index providing the intricate detail described in RCW 42.56.070(3)(a-f) would interfere with City operations in that it would take an inordinate amount of staff time to develop and maintain; and
3. City departments are to maintain file-maintenance systems that enable staff to operate efficiently and effectively in providing service to the community and the general public; and
4. In the event indexes are maintained by particular departments for department use, they shall be available for public inspection and copying; and
5. The City Public Records Officer shall publish this order once in the Yakima Herald.

Issued this 25 day of July, 2023

Sherry Raymond, Mayor

City Administrator, Joseph Henne



City of Selah

Executive Order PRO-02

RE: RCW 42.56.120

Charges for Providing Copies of Public Records

1. Under RCW 42.56.120, as amended by HB 1595 S.L (effective 7/23/2017), state and local agencies may charge members of the public:
 - a. The actual cost for copying and sending requested records, if the agency conducts a cost study, or;
 - b. Charge fees not to exceed those in RCW 42.56.120, if the agency declares that a cost study would be unduly burdensome and states the reasons why.
2. The Mayor and City Administrator find that calculating the actual costs that the City incurs when providing copies of public records is unduly burdensome for the following reasons:
 - a. The City's multi-purpose scanner/printers are shared by all City staff for a variety of purposes that make determining the actual per page equipment cost for copying or scanning records extremely difficult
 - b. A large number of staff, with widely differing salary and benefit levels, copy and send records as part of their work. The percentage of time each of these staff members spends directly related to copying and sending records also widely varies. For these reasons, calculating the actual per page labor cost of copying and sending records is onerous and impractical.
3. The cost of City staff members to scan and print copies of records – when calculated using the least expensive salary and benefit costs – would still exceed the fees allowed by RCW 42.56.210. This means that by using the fees outlined in the statute, requestors will be charged less than that City's actual cost of copying and sending records.
4. The Mayor and City Administrator hereby declares that performing a study to calculate the actual cost of providing records is unduly burdensome and the City will, therefore, charge fees to copy and provide public records not to exceed those permitted in RCW 42.56.120. These fees will be posted online in the City's Public Records Policy.

Signed this 25 day of July, 2023

Sherry Raymond, Mayor

City Administrator, Joseph Henne

Appendix #1

Records Available as a Matter of Right (outside of the PRA process)



City of Selah

Access to Records

Records Available as a Matter of Right

Under state and federal law, certain entities and/or individuals are granted access to certain records held by the City as a matter of right. When an entity and/or individual wishes to exercise a statutory right to access records held by the City, that request is made outside the scope of the Washington State Public Records Act, RCW Chapter 42.56. Such requests should be submitted to the corresponding email addresses provided below.

Note: All requestors are required to provide sufficient proof of identity and submit all requested documentation, if any, before records will be released.

1. Vehicle Accident Reports

Attorneys, insurance companies, law enforcement agencies, and involved parties (driver, parent/legal guardians of minor driver, injured persons, owners of vehicles or property damaged in the accident, or any authorized representative of such an interested party) are allowed access to accident reports. See RCW 46.52.080. Note that signed statements of drivers involved in the collision are not subject to disclosure. If you are seeking to obtain a vehicle accident report held by the Selah Police Department and you are an involved party, a designated representative, or a law enforcement agency, please submit your request to spd.records@selahwa.gov

2. Fire Reports

Law enforcement agencies investigating fire events, and insurance companies who insure property damaged by fire, are authorized to receive fire reports prepared by the Selah Fire Department. See RCW 43.44.040; RCW 48.50.055. If you are a law enforcement agency or an insurance company seeking to obtain a fire report regarding a particular property, please submit your request to public.records@selahwa.gov

*Note: While an investigation into a possible fire-related criminal conduct is actively ongoing, the investigative report is exempt from disclosure.

3. EMS Medical Records –

- Patient Access: Patients who receive medical treatment from the Selah Fire Department EMTs and Paramedics, are authorized to receive unredacted copies of their protected health information upon proof of identity and signature of the consent form. See RCW 70.02.030; 45 CFR § 164.524.
- Law Enforcement Access: Law enforcement agencies are authorized to access unredacted copies of an individual's protected health information upon presentation of

a warrant or a court order, or may receive certain portions of an individual's protected health information under certain exigent circumstances and in the absence of a warrant or a court order. See RCW 70.02.050(c); 45 CFR § 164.512.

- Coroner/Medical Examiner Access: County coroners and medical examiners investigating a death are authorized to access unredacted copies of an individual's protected health information. See RCW 70.02.210(2)(a).

If you are a patient, a patient's attorney, a law enforcement agency, or a coroner/medical examiner seeking to obtain protected health information maintained by the Selah Fire Department, please submit your request to public.records@selahwa.gov

4. Personnel Records

Current and former employees (within two years) may review their personnel files on an annual basis. See RCW 49.12.240 and RCW 49.12.250. If you are a current or former employee (within the past two years) seeking to review your personnel file, please submit your request to public.records@selahwa.gov

5. Juvenile Records (Criminal)

Records related to the commission of a juvenile offense, aside from those found in the official court file, are confidential under state law. Juvenile offenders and/or their attorneys seeking to receive unredacted copies of police reports involving alleged criminal conduct should request those documents from the prosecuting authority. See RCW 13.50.050(6). Victims and immediate family members of a victim may obtain the identity of an alleged or proven juvenile offender and the identity of the alleged or proven juvenile offender's parent(s), guardian(s), or custodian(s) and the circumstances of the crime. Juvenile justice or care agencies conducting investigations involving alleged or convicted juvenile offenders may access juvenile offender records maintained by the Selah Police Department. The juvenile offender's school may obtain otherwise confidential information about the investigation once law enforcement has made a decision to arrest the juvenile. See RCW 13.50.050(7). If you are a victim, an immediate family member of a victim, a juvenile justice or care agency (including law enforcement), or a school official seeking juvenile offender records, please submit your request to spd.records@selahwa.gov

6. Juvenile Records (Non-Criminal)

Juvenile records maintained by a juvenile justice or care agency that do not relate to criminal conduct are confidential under state law. Except in very limited circumstances, a juvenile, his or her parents, the juvenile's attorney, and the juvenile's parent's attorney, shall, upon request, be given access to all records and information collected or retained by a juvenile justice or care agency that pertain to the juvenile. See RCW 13.50.100(7). Juvenile justice or care agencies (including law enforcement) conducting investigations involving a particular juvenile may also access juvenile non-criminal records maintained by the Selah Police Department. See RCW 13.500.100(3). If you are a juvenile, a parent of a juvenile, an attorney representing a juvenile or his/her parent(s), or a juvenile justice or care agency (including law enforcement) seeking non-criminal juvenile justice records, please submit your request to spd.records@selahwa.gov

7. Adult Criminal History Records (rap sheets)

Law enforcement agencies have broad access to adult criminal conviction data and adult criminal history records that contain non-conviction data. See RCW 10.97.050. Individuals to whom the records specifically pertain are authorized to inspect criminal history records maintained by the Selah Police Department. See RCW 10.97.080. If you are a law enforcement agency seeking access to adult criminal history records, or an individual seeking to review a criminal history record that pertains specifically to you, please submit your request to spd.records@selahwa.gov

8. Vulnerable Adults & Mandatory Reporters

The Department of Social and Health Services (DSHS) and/or any law enforcement agency investigating abandonment, abuse, financial exploitation, self-neglect, or neglect of a vulnerable adult are, upon request, authorized to access all relevant records related to the vulnerable adult that are in the possession of mandated reporters and their employees. See RCW 74.34.035(10). Law enforcement officers, EMTs and Paramedics employed by the City of Selah are mandatory reporters under Washington law. See RCW 74.34.020(13). If you are DSHS or a law enforcement agency seeking records related to an investigation into alleged abuse of a vulnerable adult, please submit your request to spd.records@selahwa.gov (police records), or public.records@selahwa.gov (EMT/Paramedic records).

9. Child Abuse & Mandatory Reporters

When conducting an investigation or family assessment of alleged abuse or neglect, the Department of Children, Youth & Family (DCYF) or any law enforcement agency . . . [s]hall have access to all relevant records of the child in the possession of mandated reporters and their employees. RCW 26.44.030(15)(a)(ii). Law enforcement officers, EMTs and Paramedics employed by the City of Selah are mandatory reporters under Washington law. RCW 26.44.030(1)(a). If you are DCYF or a law enforcement agency seeking records related to an investigation into alleged abuse of a child, please submit your request to spd.records@selahwa.gov or public.records@selahwa.gov.

10. Body Worn Camera Recordings

Pursuant to RCW 42.56.240(14)(e)(i), the following classifications have the right to obtain the body worn camera recording, subject to any exemption under this chapter or any applicable law.

- A person directly involved in an incident recorded by the requested body worn camera recording, an attorney representing a person directly involved in an incident recorded by the requested body worn camera recording
- A person or his or her attorney who requests a body worn camera recording relevant to a criminal case involving that person; or
- The executive director from either the Washington state commission on African American affairs, Asian Pacific American affairs, or Hispanic affairs.
- In addition, an attorney who represents a person regarding a potential or existing civil cause of action involving the denial of civil rights under the federal or state Constitution, or a violation of a United States department of justice settlement agreement, has the right to obtain the body worn camera recording if relevant to the cause of action, subject to any exemption under this chapter or any applicable law. The attorney must explain the relevancy of the requested body worn camera recording to the cause of action and specify that he or she is seeking relief from redaction costs under this subsection (14)(e).

Appendix #2

Common Exemptions and Exemptions Not Listed in Chapter 42.56 RCW



City of Selah

Common Exemptions Applied to Public Records Requests

The information below is a resource for requestors to use in identifying information associated with a redaction applied to a requested record. If the applied exemption is not in this list, please refer to the exemption log provided with your request.

Exemption	Description
RCW 42.56.070(1); 18 USC §§2721 & 2725(3)	Personal information including photograph, social security number, driver identification number, name, address (not zip code), telephone number, and medical or disability information may not be disclosed by a government agency who received such information from the Department of Licensing, except in particular instances defined in 18 USC § 2721(b).
RCW 42.56.070(1); HIPAA, 45 CFR Part 160, 164; RCW 70.02.020; RCW 70.02.005(4).	Disclosure of health care information without the patient's consent is prohibited. Disclosure is only allowed with the patient's written authorization, a court order, or in connection with certain discovery requests.
RCW 42.56.280	Preliminary drafts, notes, recommendations, intra-agency memos in which opinions are expressed, policies formulated or recommended are exempt, except that a specific record is not exempt when publicly cited by agency in connection with agency action.
RCW 42.56.230(2)	Personal information of a child enrolled in parks and recreation program, youth development program, or after-school program is exempt
RCW 42.56.070(1); 5 USC §552(a); RCW 42.56.050; RCW 42.56.230(5)	The Privacy Act of 1974 evinces Congress' intent that social security numbers are a private concern. RCW 42.56.230(5). Credit card numbers, debit card numbers, electronic check numbers, credit expiration dates, bank/other financial information as defined in RCW 9.35.005 including social security numbers are exempt except when disclosure is expressly required by or governed by other law
RCW 42.56.230(5); RCW 9.35.005	Credit card numbers, debit card numbers, electronic check numbers, credit expiration dates, bank/other financial information as defined in RCW 9.35.005 including social security numbers are exempt except when disclosure is expressly required by or governed by other law
RCW 42.56.070(1); RCW 42.41.030(7)	The identity of a reporting employee/volunteer shall be kept confidential to the extent possible under law, unless the employee authorizes the disclosure of his or her identity in writing

RCW 42.56.250(6)	Investigative records related to an active, on-going investigation of a violation of a law against discrimination in employment. This investigation is active and on-going and involves an allegation of employment discrimination
RCW 42.56.230(3); RCW 42.56.050	Identity of employee/volunteer subject to an <i>unsustained</i> internal investigation of misconduct, release of which violate the employee/volunteer's right to privacy due to the highly offensive nature of the allegations
RCW 42.56.250(1)	Test questions, scoring keys, and other examination data used to administer an employment/volunteer examination are exempt
RCW 42.56.250(2)	Applications for public employment or volunteering, including name, resume, other related materials submitted by or with respect to applicant
Article I, Section 7, Washington State Constitution	Employee/volunteer full name and corresponding birthdate is exempt. See also Washington Public Employees Assoc., et. al. v. WA State Center for Childhood Deafness & Hearing Loss, 1 Wash. App. 2d 225 (2017)
RCW 42.56.250(4)	The following information held by any public agency in personnel records, public employment related records, volunteer rosters, or included in any mailing list of employees or volunteers of any public agency: Residential addresses, residential telephone numbers, personal wireless telephone numbers, personal electronic mail addresses, social security numbers, driver's' license numbers, identicard number, and emergency contact information of employees or volunteers of a public agency, and the names, dates of birth, residential addresses, residential telephone numbers, personal wireless telephone numbers, personal electronic mail addresses, social security numbers, and emergency information of dependents of employees or volunteers of a public agency
RCW 42.56.240(1); RCW 42.56.050	Specific intelligence information and records compiled by investigative, law enforcement, penology agencies, and state agencies vested with the responsibility to discipline members of any profession, the nondisclosure of which is essential to effective law enforcement or the protection of any person's right to privacy
RCW 42.56.240(2)	Information revealing the identity of persons who are witnesses to or victims of crime or who file complaints with any investigative, law enforcement, or penology agencies, if disclosure would endanger any person's life, physical safety, or property, or they indicate a desire for anonymity at the time of initial contact
RCW 42.56.070(1); RCW 42.56.240(5); RCW 10.97.130	Information revealing the identity of child victims of sexual assault who are under age 18 are exempt – including name, address, location, photograph, and in cases in which the child victim is a relative or stepchild of the alleged perpetrator, identification of the relationship between the child and the alleged perpetrator
RCW 13.50	Records related to a Juvenile

<p>RCW 42.56.070(1); RCW 5.60.060(2)(a)</p>	<p>Communication between client and attorney for the purpose of obtaining or providing legal advice is exempt.</p>
<p>RCW 42.56.070(1); RCW 5.60.060(2)(a); RCW 42.56.290.</p>	<p>Communications between attorney and client that reveals opinions/impressions of attorney or information prepared/collected/assembled in litigation or anticipation of litigation or related to client advice is exempt.</p>
<p>RCW 42.56.240(14)(a)</p>	<p>Disclosure of a body worn camera recording is presumed to be highly offensive to a reasonable person under RCW 42.56.050 to the extent it depicts:</p> <ul style="list-style-type: none"> • Any areas of a medical facility, counseling, or therapeutic program office where: a patient is registered to receive treatment, is receiving treatment, is waiting for treatment, or is being transported in the course of treatment; and/or • Healthcare information that is shared with patients, patients' families or among the care team
<p>RCW 42.56.240(14)(b)</p>	<p>Disclosure of a body worn camera recording is presumed to be highly offensive to a reasonable person under RCW 42.56.050 to the extent it depicts:</p> <ul style="list-style-type: none"> • Information that meets the definition of protected health information for purposes of the health insurance portability and accountability act of 1996 or health care information for purposes of chapter 70.02 RCW; • The interior of a place of residence where a person has a reasonable expectation of privacy; • An intimate image; • A minor; • The body of a deceased person; • The identity of or communications from a victim or witness of an incident involving domestic violence as defined in RCW 10.99.020 or sexual assault as defined in RCW 70.125.030, or disclosure of intimate images as defined in RCW 9A.86.010. If at the time of recording the victim or witness indicates a desire for disclosure or nondisclosure of the recorded identity or communications, such desire shall govern; and/or • The identifiable location information of a community-based domestic violence program as defined in RCW 70.123.020, or emergency shelter as defined in RCW 70.123.020.



City of Selah

Public Records Policy

Exemption and Prohibition Statutes Not Listed in Chapter 42.56 RCW

RCW 2.56.070(2):

For informational purposes, each agency shall publish and maintain a current list containing every law, other than those listed in Chapter 42.56 RCW, that the agency believes exempts or prohibits disclosure of specific information or records of the agency. An agency's failure to list an exemption shall not affect the efficacy of any exemption.

Statute Number	Exemption Description
RCW 2.64.111	Judicial conduct commission investigations of judges and initial proceedings
RCW 4.24.550	Information on sex offenders
RCW 4.24.601 and .611	Trade secrets and confidential research, development or commercial information re products or business methods
RCW 5.60.060	Privileged communications
RCW 5.60.070; RCW 7.07.070	Mediation records
RCW 7.68.140	Victims' compensation claims
RCW 7.69A.030(4)	Name, address and photograph of child victim or child witness
RCW 7.69A.050	Child victims and witnesses of certain crimes - protection of address
RCW 7.75.050	Records of Dispute Resolution Centers
RCW 9.02.100	Reproductive privacy
RCW 9.41.097(2)	Mental health information re persons buying pistols or applying for CPLs
RCW 9.41.129	Concealed pistol license applications
RCW 9.73.230	Name of confidential informants in written report on wire tapping
RCW 9.51.050	Disclosing of transaction of grand jury
RCW 9.51.060	Disclosure of grand jury deposition
RCW 9.73.090(1)(c)	Prohibition on disclosure of law enforcement dash cam videos until final disposition of litigation
RCW 9A.44.138	Offender registration information given to high school or institution of higher education re an employee or student
RCW 9A.82.170	Financial institution records re criminal profiteering act
RCW 10.27.090	Grand jury testimony/evidence
RCW 10.27.160	Grand jury reports - release to public only by judicial order
RCW 10.52.100	Records identifying child victims of sexual assault

RCW 10.77.205	Information re victims, next of kin, or witnesses requesting notice of release of person found not guilty of a sex, violent, or felony harassment offense by reason of criminal insanity and the notice itself
RCW 10.77.210	Records of persons committed for criminal insanity
RCW 10.97.040	Criminal history information released must include disposition, with some exceptions
RCW 10.97.050	Conviction and criminal history information
RCW 10.97.060	Deletion of certain criminal history record information, conditions
RCW 10.97.070	Disclosure of identity of suspect to victim
RCW 10.97.080	Inspection of criminal record by subject
RCW 10.97.130	Information about victims of sexual assault under age eighteen
RCW 10.101.020(3)	Information given by an accused regarding determination for indigent defense
RCW 13.34.115	Court dependency proceedings
RCW 13.40.217	Juveniles adjudicated of sex offenses - release of information
RCW 13.50.010	Maintenance of and access to juvenile records
RCW 13.50.050	Juvenile offender records
RCW 13.50.100	Juvenile/children records not relating to offenses
RCW 13.60.020	Missing children or endangered person information
RCW 18.04.405	Confidentiality of information gained by CPA
RCW 18.19.060	Notification to clients by counselors
RCW 18.19.180	Confidential communications with counselors
RCW 19.215.020	Destruction of personal health and financial information
RCW 19.34.240(3)	Private digital signature keys
RCW 19.215.030	Compliance with federal rules
RCW 26.04.175	Name and address of domestic violence victim in marriage records
RCW 26.12.170	Reports of child abuse/neglect with courts
RCW 26.23.050	Child support orders
RCW 26.23.120	Child support records
RCW 26.26.041	Uniform Parentage Act - protection of participants
RCW 26.26.450	Confidentiality of genetic testing
RCW 26.33.330	Sealed court adoption records
RCW 26.33.340	Agency adoption records
RCW 26.33.343	Access to adoption records by confidential intermediary
RCW 26.33.380	Adoption - identity of birth parents confidential
RCW 26.44.010	Privacy of reports on child abuse and neglect
RCW 26.44.031	Information related to reports of child abuse or neglect
RCW 26.44.125	Reports, reviews and hearings related to a review of abuse finding
RCW 27.53.070	Records identifying the location of archaeological sites
RCW 29A.08.720	Voter registration records - place of registration and any decision not to register to vote confidential
RCW 29A.08.710	Voter registration records - certain information exempt

RCW 35.102.145	Municipal business and occupation tax - local ordinance can protect return or tax information
RCW 36.28A.060(8)	Tactical and intelligence information provided to WASPC
RCW 39.10.470(2)	Alternative public works - trade secrets or other proprietary information submitted by bidder in connection with an alternative public works transaction if data identified and reasons stated in writing
RCW 39.10.470(3)	Alternative public works - proposals submitted by design-build finalists until notification of highest scoring finalist is made
RCW 42.23.070(4)	Municipal officer disclosure of confidential information prohibited
RCW 42.41.030(7)	Identity of local government whistleblower
RCW 42.41.045	Non-disclosure of protected information (whistleblower)
RCW 43.43.762	Contents of statewide criminal street gang database
RCW 46.52.065	State toxicologist records relating to analyses of blood samples
RCW 46.52.080	Traffic accident reports - confidentiality
RCW 46.52.083	Traffic accident reports - available to interested parties
RCW 46.52.120	Traffic crimes and infractions - confidential use by police and courts
RCW 46.52.130(2)	Abstract of driving record - limited disclosure
RCW 48.62.101	Local government insurance/risk management liability reserve funds established to settle claims
RCW 50.13.060	Access to employment security records by local government agencies
RCW 50.13.100	Disclosure of confidential employment security records allowed if identifying information deleted or with consent
RCW 51.28.070	Worker's compensation records confidential - limited disclosure
RCW 51.36.060	Physician information on injured workers
RCW 60.70.040	No duty to disclose record of common law lien
RCW 68.50.105	Autopsy reports - confidential - limited disclosure
RCW 68.50.320	Dental identification records - available to law enforcement agencies
Ch. 70.02 RCW	Medical records - access and disclosure - entire chapter (information from HC providers)
RCW 70.05.170	Child mortality reviews by local health departments
RCW 70.24.022	Public health agency information regarding sexually transmitted disease investigations - confidential
RCW 70.24.024	Transcripts and records of hearings regarding sexually transmitted diseases
RCW 70.28.020	Local health department TB records - confidential
RCW 70.41.200	Hospital quality improvement committee records and accreditation reports
RCW 70.48.100	Jail records and booking photos
RCW 70.58.055	Birth certificates - certain information confidential
RCW 70.58.104	Vital records, research confidentiality safeguards
RCW 70.94.205	Washington Clean Air Act- confidentiality of data.
RCW 70.96A.150	Registration and other records of alcohol and drug abuse treatment programs
RCW 70.123.075	Client records of domestic violence programs

RCW 70.125.065	Records of community sexual assault program and underserved populations provider in discovery
RCW 71.05.425	Notice of release or transfer of committed person after offense dismissal
RCW 71.05.445	Release of mental health information to Dept. of Corrections
RCW 71.05.620	Access to court records related to mental health cases under chapter 71.05 RCW
RCW 71.24.035(5)(9)	Mental health information system - state, county and regional support networks - confidentiality of client records
RCW 71.34.335	Mental health treatment of minors - records confidential
RCW 71A.14.070	Records regarding developmental disability - confidentiality
RCW 72.09.345	Notice to public about sex offenders - department of corrections access to information
RCW 72.09.585	Disclosure of inmate records to local agencies - confidentiality
RCW 73.04.030	Veterans discharge papers exemption (see related RCW 42.56.440)
RCW 74.04.060	Applicants and recipients of public assistance
RCW 74.04.520	Food stamp program confidentiality
RCW 74.13.075(5)	Juvenile's status as a sexually aggressive youth and related info
RCW 74.13.280	Children in out-of-home placements - confidentiality
RCW 74.20.280	Child support enforcement- local agency cooperation, information
RCW 74.34.095	Abuse of vulnerable adults - confidentiality of investigations and reports
RCW 82.32.330	Disclosure of tax information
RCW 84.36.389	Confidential income data in property tax records held by assessor
RCW 84.40.020	Confidential income data supplied to assessor regarding real property
18 USC§ 2721 -2725	Driver and License Plate Information
20 USC § 1232g	Family Education Rights and Privacy Act
23 USC§ 409	Evidence of certain accident reports
42 USC 290dd-2	Confidentiality of Substance Abuse Records
42 USC § 405(c)(2)(C)(viii) (I)	Limits on Use and Disclosure of Social Security Numbers
42 USC 654(26)	State Plans for Child Support
42 USC 671(a)(8)	State Plans for Foster Care and Adoption Assistance
42 USC 1396a(7)	State Plans for Medical Assistance
7 CFR 272.1(c)	Food Stamp Applicants and Recipients
34 CFR 361.38	State Vocational Rehabilitation Services Programs
42 CFR Part 2 (2.1 • 2.67)	Confidentiality of Alcohol and Drug Abuse Patient Records
42 CFR 431.300 - 307	Safeguarding Information on Applicants and Recipients of Medical Assistance
42 CFR 483.420	Client Protections for Intermediate Care Facilities for the Mentally Retarded
42 CFR 5106a	Grants to States for Child Abuse and Neglect Prevention and Treatment Programs
45 CFR 160-164	HIPAA Privacy Rule
46 CFR 40.321	USCG regulations regarding confidentiality

Appendix #3

Declaration of Fair Use of Copyrighted Materials



City of Selah Public Records Policy

Declaration of Fair Use of Copyrighted Materials

Requestor: _____ PRR Number: _____ Date: _____

Your public records request contains copyrighted material that is protected under federal law. The City is authorized to reproduce these records only upon an objectively reasonable belief that doing so will not violate The Copyright Act of 1976 or any other provisions of Title 17 of the United States Code.

The City is authorized to reproduce otherwise copyrighted material if doing so is consistent with the Fair Use Doctrine. The Fair Use Doctrine permits limited use of copyrighted material without having to first acquire permission from the copyright holder. Under federal law, "the fair use of a copyrighted work, including such use by reproduction in copies . . . for purposes such as criticism, comment, news reporting, teaching (including multiple copies for classroom use), scholarship, or research, is not an infringement of copyright." 17 U.S.C. § 107.

If your intended use of the records is consistent with the Fair Use Doctrine, the City is able to provide copies of the requested records. However, if your intended use is not consistent with the Fair Use Doctrine, you will have an opportunity to view and inspect the responsive records, but no copies will be provided.

If, in light of the information provided above, you wish to receive copies of copyrighted records, please execute this document and return it to the Public Records Officer at Selah City Hall as soon as possible. If you do not return this executed declaration, the City will notify you when records are ready for inspection, but no copies will be provided.

I, the undersigned, do declare as follows: I understand that certain documents I have requested from the City are subject to federal copyright. I further understand that I am entitled to reproduction of those documents only if my intended use of the records is consistent with the Fair Use Doctrine. I am familiar with the Fair Use Doctrine through my own research and/or through consultation with my attorney, and I agree that I will not use the copyrighted records for any purpose that is inconsistent with the Fair Use Doctrine. I further agree that I am personally liable for any damages resulting from the use of the copyrighted materials if, at some future time, a court of competent jurisdiction determines that my use of the documents was unlawful.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Dated this ____ day of _____, 20____ in _____
City/ State

Printed Name

Signature

****Please include a signed photo identification****

FOR REQUESTOR'S INFORMATION ONLY – DOES NOT NEED TO BE RETURNED

RCW 9A.72.040 False swearing. (1) A person is guilty of false swearing if he or she makes a false statement, which he or she knows to be false, under an oath required or authorized by law.

(2) False swearing is a gross misdemeanor.

RCW 9A.72.085 Unsworn statements, certification. Whenever, under any law of this state or under any rule, order, or requirement made under the law of this state, any matter in an official proceeding is required or permitted to be supported, evidenced, established, or proved by a person's sworn written statement, declaration, verification, certificate, oath, or affidavit, the matter may with like force and effect be supported, evidenced, established, or proved in the official proceeding by an unsworn written statement, declaration, verification, or certificate, which:

- (1) Recites that it is certified or declared by the person to be true under penalty of perjury;
- (2) Is subscribed by the person;
- (3) States the date and place of its execution; and
- (4) States that it is so certified or declared under the laws of the state of Washington.

The certification or declaration may be in substantially the following form:

"I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct":

.....
(Date and Place)

.....
(Signature)

This section does not apply to writings requiring an acknowledgment, depositions, oaths of office, or oaths required to be taken before a special official other than a notary public.

Appendix #4

City's typical Declaration Confirming Non-Commercial Usage of List of Names



City of Selah Public Records Policy

Declaration Confirming Non-Commercial Usage of List of Names

Requestor: _____ PRR Number: _____ Date: _____

You, your organization, or YOUR business has requested a list of individuals from the City of Selah.

The Washington State Public Records Act (PRA) at RCW 42.56.070(8) directs that:

This chapter shall not be construed as giving authority to any agency, the office of the secretary of the senate, or the office of the chief clerk of the house of representatives to give, sell or provide access to lists of individuals requested for commercial purposes, and agencies, the office of the secretary of the senate, and the office of the chief clerk of the house of representatives shall not do so unless specifically authorized or directed by law: PROVIDED, HOWEVER, that lists of applicants for professional licenses and of professional licensees shall be made available to those professional associations or educational organizations recognized by their professional licensing or examination board, upon payment of a reasonable charge therefore: PROVIDED FURTHER, that such recognition may be refused only for a good cause pursuant to a hearing under the provisions of chapter 34.05 RCW, the Administrative Procedure Act.

The PRA at RCW 42.56.080 authorizes agencies to require a requester to provide information as to the purpose of a request "to establish whether inspection and copying would violate RCW 42.56.070(8)."

The Washington State Court of Appeals ruled that in responding to a public records request that includes a list of individuals, an agency must investigate if that list might be used for commercial purposes, in order to comply with the obligations of RCW 42.56.070(8). *SEIU Healthcare 775NW v. State*, 193 Wn. App. 377, 377 P.3d 214 (2016). The Court also ruled that information to be provided by a requester to an agency includes the purpose of the request, the identity of the requester, the nature of the records requested, and other information necessary to determine if the list of individuals can be provided under RCW 42.56.070(8).

Instructions:

In order to ensure compliance with this obligation please complete the declaration (on page 2, which may appear on the reverse side of this form) and return it to the Public Records Officer. If our agency does not receive a completed declaration, we will be unable to process your request for the list and the request for the list will be administratively closed. If we have questions for you after you complete the declaration, we will contact you. Therefore, make sure you also provide contact information at the bottom of the declaration.

Return this completed declaration form (both sides) to the Public Records Officer or other designated person at: City of Selah, 115 W. Naches Ave, Selah, WA 98942 or through email (public.records@selahwa.gov)

This declaration is a public record.

DECLARATION UNDER PENALTY OF PERJURY

I have requested a list of individuals from the City of Selah, and I have done so on behalf of (specify which one applies):

_____ My Own Personal Behalf (*skip to 3*)

_____ An Organization or Business (*complete A – E before proceeding to 3*)

A. With regard to your organization or business, please provide the following:

- a. Name of organization/business: _____
- b. Its purpose: _____
- c. Its mailing address: _____
- d. Is your request linked to your association/organization's subject area: ____ Yes ____ No

B. The purpose in making this request for the list of individuals is: _____

C. I (or the organization/business) intend to generate revenue or financial benefit from using the list of individuals: ____ Yes ____ No

D. I (or the organization/business) intend to solicit money or financial support from any of the individuals on the list: ____ Yes ____ No

E. I (or the organization/business) intend to make individuals on the list aware of business commercial entities, business/financial enterprises or business/financial opportunities:
 ____ Yes ____ No

I (or the organization/business) intend to supply or sell the list of individuals to any organization or business, third party individual (someone other than myself or the organization or business listed in paragraph 2), or any other entity: ____ Yes ____ No

If yes, specifically to whom: _____

I (or my organization/business) attest that another law authorizes or directs the City to provide me (or my organization/business) the list of individuals requested: ____ Yes ____ No

If yes, provide specific citation: _____

On behalf of myself (and also my organization/business, if any) I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct. I certify under penalty of perjury that I have read the first page of this declaration form and I understand that a list of individuals cannot be provided to me or to my organization or business by a public agency if the list will be used for a commercial purpose. I certify under penalty of perjury that any list of individuals I or my organization or business receive pursuant to a Public Records Request will not be used for any commercial purpose or otherwise in violation of RCW 42.56.070(8).

DATED this _____ of _____, _____ in _____.
 (Day) (Month) (Year) (City, State)

Signature of Declarant

Print Name

Declarant's title (If any): _____

Declarant's contact information:

Phone: _____ Email: _____

Address: _____

Appendix #5

Selah Police Department Body Worn Camera Public Records Policy

Records Maintenance and Release

805.1 PURPOSE AND SCOPE

This policy provides guidance on the maintenance and release of department records. Protected information is separately covered in the Protected Information Policy.

805.2 POLICY

The Selah Police Department is committed to providing public access to records in a manner that is consistent with the Washington Public Records Act (RCW 42.56.001 et seq.).

805.3 PUBLIC RECORDS OFFICER

The Chief of Police shall designate a Public Records Officer (RCW 42.56.580). The responsibilities of the Public Records Officer include but are not limited to:

- (a) Managing the records management system for the Department, including the retention, archiving, release and destruction of department public records.
- (b) Establishing rules regarding the inspection and copying of department public records as reasonably necessary for the protection of such records.
 1. Rules and procedures for public inspection and copying shall be prominently displayed and made available to the public for inspection and copying (RCW 42.56.040).
- (c) Maintaining and making available for public inspection and copying an index of documents that provides identifying information of certain documents identified in RCW 42.56.070 that are maintained by the Department.
- (d) Maintaining and updating the department records retention schedule including:
 1. Identifying the minimum length of time the Department must keep records.
 2. Identifying the department division responsible for the original record.
- (e) Identifying records or portions of records that are confidential under state or federal law and not open for inspection or copying.
- (f) Ensuring a current list containing every law that exempts or prohibits disclosure of specific information or records of the Department is available to the public (RCW 42.56.070).
- (g) Establishing rules regarding the processing of subpoenas for the production of records.
- (h) Ensuring the availability of a current schedule of fees for public records as allowed by law (RCW 42.56.070; RCW 42.56.120; RCW 42.56.130).
- (i) Ensuring that the business hours for record inspection or copying are posted on the department's website and made known by other means designed to provide the public with notice (RCW 42.56.090).

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- (j) Ensuring that the name and contact information of the Public Records Officer is visible to the public, including the department website and appropriate department publications (RCW 42.56.580).

805.4 PROCESSING REQUESTS FOR PUBLIC RECORDS

Any department member who receives a request for any record shall route the request to the Public Records Officer or the authorized designee.

805.4.1 REQUESTS FOR RECORDS

The processing of requests for any record is subject to the following:

- (a) The Department is not required to create records that do not exist.
- (b) When a record contains material with release restrictions and material that is not subject to release restrictions, the restricted material shall be redacted and the unrestricted material released.
 - 1. A copy of the redacted release should be maintained in the case file for proof of what was actually released and as a place to document the reasons for the redactions. If the record is audio or video, a copy of the redacted audio/video release should be maintained in the department-approved media storage system and a notation should be made in the case file to document the release and the reasons for the redacted portions.
- (c) Requests to inspect or copy records shall be responded to promptly. Within five business days of receiving the request, one of the following responses shall be made (RCW 42.56.520):
 - 1. Providing the record.
 - 2. Providing the internet address and link of the department website to the specific records requested.
 - (a) If the requester notifies the Department that access cannot be obtained through the internet, then copies of the record shall be provided or the requester may view the records on the department computer.
 - 3. Acknowledging the receipt of the request and providing a reasonable estimate of time the Department will require to respond to the request. Additional time may be required to respond based upon:
 - (a) The need to clarify the intent of the request.
 - (b) The need to locate and assemble the information requested.
 - (c) Notification to third persons or agencies affected by the request.
 - (d) Determination whether any of the information requested is exempt.
 - 4. Acknowledging the receipt of the request and asking the requester for clarification if the request is not clear and providing the requester a reasonable estimate of the time that will be needed to respond if the request is not clarified. If the requester does not respond, and the entire request is unclear, the Department need not respond. If only part of the request is

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unclear, the Department shall respond to those portions of the request that are clear.

805.4.2 DENIALS

- (a) The denial shall be accompanied by a written statement that includes the specific exemption and a brief explanation of how the exemption applies to the withheld record (RCW 42.56.210).
- (b) Requests that are denied are subject to judicial review and the burden of proof is on the Department to show that the records requested are exempt or prohibited in whole or part by statute (RCW 42.56.550).

805.5 RELEASE RESTRICTIONS

Examples of release restrictions include:

- (a) Personal identifying information, including an individual's photograph; Social Security and driver identification numbers; name, address, and telephone number; and medical or disability information that is contained in any driver license record, motor vehicle record, or any department record, including traffic collision reports, are restricted except as authorized by the Department, and only when such use or disclosure is permitted or required by law to carry out a legitimate law enforcement purpose (18 USC § 2721; 18 USC § 2722).
- (b) Personnel records that contain personal information to the extent that disclosure would violate privacy rights (RCW 42.56.230; RCW 42.56.250).
- (c) Specific intelligence and specific investigative records regarding the discipline of a member of any profession where nondisclosure is essential for effective law enforcement or for the protection of any person's right to privacy (RCW 42.56.240).
- (d) Victim and witness information revealing the identity of persons who file complaints if disclosure would endanger the person's life, physical safety, or property (RCW 42.56.240).
- (e) Child victim and witness identity information including name, address, recordings, and photographs (RCW 7.69A.030; RCW 42.56.240).
- (f) Concealed pistol license applications or information on the applications unless release is to law enforcement or corrections agencies under RCW 9.41.070.
- (g) Information revealing the specific details of the alleged assault, identity, or contact information of a child victim of sexual assault who is under age 18. Identifying information means the child victim's name, address, location, photograph, and in cases in which the child victim is a relative, stepchild, or stepsibling of the alleged perpetrator, identification of the relationship between the child and the alleged perpetrator. Contact information includes phone numbers, email addresses, social media profiles, and usernames and passwords (RCW 10.97.130; RCW 42.56.240).
- (h) Personal identifying information collected relating to local security alarm system programs and vacation crime watch programs (RCW 42.56.240).

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- (i) Certain criminal history record information as restricted by the Criminal Records Privacy Act (RCW 10.97.040 et seq.).
- (j) Traffic collision reports except for what is authorized by RCW 46.52.080 and RCW 46.52.083.
- (k) Preliminary drafts, notes, recommendations, or intra-agency memorandums in which opinions are expressed, or policies formulated, or recommended (RCW 42.56.280).
- (l) Records that are relevant to a controversy (threatened, actual, or completed litigation) to which the Department is a party but which records would not be available to another party under the rules of pretrial discovery for causes pending in the superior courts (RCW 42.56.290).
- (m) Security records including but not limited to records relating to preparing and responding to criminal terrorist acts; vulnerability assessments and emergency and escape plans of secured facilities; information regarding infrastructure and security of computer and telecommunications networks; system security and emergency preparedness plans; and as further defined in RCW 42.56.420.
- (n) Global positioning system data that indicates the location of a member's residence or of a public employee or volunteer (RCW 42.56.240; RCW 42.56.250).
- (o) Information contained in a local, regional, or statewide gang database (RCW 42.56.240).
- (p) Body worn camera recordings that violate a person's right to privacy (RCW 42.56.240)
- (q) Personal identifying information, or information regarding citizenship or immigration status, of any victim of criminal activity or trafficking who is requesting certification for a U or T visa, except where allowed by law (RCW 7.98.020).
- (r) Personal identifying information about an individual's religious beliefs, practices, or affiliation (RCW 42.56.235).
- (s) Investigative records compiled by the Department regarding possible unfair practices of discrimination under RCW 49.60.010 et seq. or possible violation of other federal, state, or local laws or Selah Police Department internal policies during an active and ongoing investigation (RCW 42.56.250).
 - 1. Records may be released upon completion of the investigation as allowed under RCW 42.56.250.
- (t) Any other information that may be appropriately denied by Washington law.

805.6 SUBPOENAS AND DISCOVERY REQUESTS

Any member who receives a subpoena duces tecum or discovery request for records should promptly contact a supervisor and the Public Records Officer for review and processing. While a subpoena duces tecum may ultimately be subject to compliance, it is not an order from the court that will automatically require the release of the requested information.

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Generally, discovery requests and subpoenas from criminal defendants and their authorized representatives (including attorneys) should be referred to the Prosecuting Attorney, City Attorney or the courts.

All questions regarding compliance with any subpoena duces tecum or discovery request should be promptly referred to legal counsel for the Department so that a timely response can be prepared.

805.7 EXPUNGEMENT

Expungement orders received by the Department shall be reviewed for appropriate action by the Public Records Officer. The Public Records Officer shall expunge such records as ordered by the court. Records may include, but are not limited to, a record of arrest, investigation, detention or conviction. Once a record is expunged, members shall respond to any inquiry as though the record did not exist.

805.8 TRAINING

The Public Records Officer shall complete a training program consistent with the Attorney General's model rules within 90 days of assuming responsibilities for public records and complete refresher training as required (RCW 42.56.152).

805.9 SECURITY BREACHES

Members who become aware that any Selah Police Department system containing personal information may have been breached should notify the Public Records Officer as soon as practicable.

The Public Records Officer shall ensure the required notice is given to any resident of this state whose unsecured personal information is reasonably believed to have been acquired by an unauthorized person (RCW 42.56.590).

Notice shall be given as soon as reasonably practicable but may be delayed if notification will impede a criminal investigation.

For the purposes of the notice requirement, personal information includes:

- (a) An individual's first name or first initial and last name in combination with any one or more of the following:
 - 1. Social Security number or the last four digits of the Social Security number
 - 2. Driver license number or Washington identification card number
 - 3. Full account number, credit or debit card number, or any required security code, access code, or password that would permit access to an individual's financial account
 - 4. Any data elements listed in RCW 42.56.590 (e.g., date of birth, health insurance policy number, biometric data, email address, password)

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- (b) Any of the data elements listed above without the individual's first and last name if the data elements would enable a person to commit identity theft or if encryption, redaction, or other methods have not safeguarded the data element (RCW 42.56.590).

If the breach reasonably appears to have been made to protected information covered in the Protected Information Policy, the Public Records Officer should promptly notify the appropriate member designated to oversee the security of protected information (see the Protected Information Policy).

Body Worn Cameras (BWC)

434.1 PURPOSE AND SCOPE

This policy governs the use of body-worn cameras (BWCs) by members of the Department (RCW 10.109.010).

Exception: this policy does not apply to the interception, transmission or recording of conversations or communications for lawfully authorized investigative purposes under RCW 9.73.210, RCW 9.73.230 or other applicable law.

BWCs will be used to enhance member safety while promoting community trust and transparency. BWC usage is not intended to replace effective first-level supervisory practices. BWCs shall be used in accordance with applicable law. In the event of future changes to applicable law, this policy may be reviewed and revised following standard Department procedure.

The Department has adopted the use of BWCs by members to:

- (a) accurately capture the actions, omissions, interactions and communications, of both members and the public;
- (b) collect potential evidence for use in criminal investigations and prosecutions, and also civil investigations and cases;
- (c) deter criminal activity in general, and also uncooperative behavior during police-public interactions;
- (d) assist members with completing written reports, and also testifying about an incident;
- (e) ensure member accountability, as to Department policies and the law in general;
- (f) provide evidence to quickly and accurately resolve complaints and respond to inquiries; and
- (g) provide additional information for member evaluation, training and continuous improvement.

In comparison to other available evidence (if any), BWCs often capture additional information about an investigative or enforcement contact with a member of the public. BWCs, however, often provide a limited perspective of an incident and thus BWC recordings should be considered cumulatively with all other available evidence, such as witness statements, member interviews, forensic analyses and documentary evidence.

The Department requires commissioned personnel engaging in law enforcement duties to wear and use BWCs to record their encounters, according to the particulars of this policy.

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434.2 DEFINITIONS

Irrespective of capitalization or bold emphasis, the following words and terms have these specific meanings when used in this policy:

1. **Advisement:** A statement made by a member to the effect that a communication, conversation or interaction with a member of the public is being recorded.
2. **Activation:** The process that turns on a BWC and causes it to record or store audio, video and/or audio-video data.
3. **Body Worn Camera (BWC) and/or Body Worn Cameras (BWCs):** A camera system that can capture audio and/or video data and is capable of being worn on a member's person, which includes, at minimum, a camera, microphone and recorder.
4. **BWC Recording:** A recording made by a BWC that consists of audio and/or video data recorded and digitally stored on a storage device, portable media or computer database.
5. **Department:** The Selah Police Department.
6. **Labeling of BWC Recording:** The marking by a member of a BWC Recording with the incident (ID) number and category.
7. **Law Enforcement Duties:** Include, but are not limited to:
 - (a) Criminal investigations;
 - (b) Dispatched or proactive calls for service;
 - (c) Serving a court order, subpoena or other similar type of document;
 - (d) Traffic stops or enforcement;
 - (e) Investigative contacts (Terry stops); or
 - (f) Social contacts and proactive contacts (but this does not include community contacts).
8. **Evidence.com:** A cloud-based computer database where BWC Recordings are stored and retained.
9. **Member:** Any employee of the Department.
10. **Retention Duration:** How long a BWC Recording is kept or retained by the Department. Each BWC Recording is retained for the duration applicable to its category.
11. **Serious Incident:** Any of the following:
 - (a) A felony crime listed in RCW Chapter 9A, RCW Chapter 46 or other applicable law;
 - (b) A use of force incident;
 - (c) An officer involved shooting; or
 - (d) A serious bodily injury where death may be likely.

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Body Worn Cameras (BWC)

12. **Surreptitious Recording:** A recording made without the knowledge of one or more of the parties to a conversation or communication and is a violation of the state's Violating Right of Privacy Act, RCW Chapter 9.73.

434.3 POLICY

Commissioned personnel, parking enforcement officers and animal control officers will be provided BWCs for use during the performance of their duties. All members who are provided with a BWC by the Department shall use and wear it consistent with the particulars of this policy. Members are prohibited from using privately-owned BWCs or other privately-owned recording devices while on duty. The use of BWCs is intended to enhance the mission of the Department by accurately capturing contacts between members of the Department and the public. BWC Recordings will not be utilized with any facial recognition software for investigative purposes. The use of facial recognition software by public disclosure personnel, for redaction purposes only, is authorized.

434.4 MEMBERS HAVE NO EXPECTATION OF PRIVACY AS TO BWC RECORDINGS

All recordings made by members on any Department-issued device at any time, and any recording made while acting in an official capacity of the Department regardless of ownership of the device it was made on, shall remain the exclusive property of the Department. Members shall have no expectation of privacy or ownership interest in the content of these recordings.

434.5 GENERAL OPERATING PROCEDURES

Uniformed Personnel – Mandatory Use

Prior to going into service, each uniformed member will be responsible for making sure that the member is equipped with a Department-issued BWC that appears to be in good working order. Members are expected to wear the BWC securely mounted on their outer uniform, positioned to capture interactions from a forward-facing direction, and, further, members are expected to notify persons that they are being recorded whenever reasonably practicable.

When Taking Enforcement Action – Mandatory Use

All members are required to carry and use a Department-issued BWC anytime they have a reasonable expectation of taking enforcement action (, serving a warrant or making an arrest).

Prior to engaging in such a situation, each member will be responsible for making sure that the member is equipped with a Department-issued BWC that appears to be in good working order. Unless conducting a lawful recording in an authorized undercover capacity, members are expected to wear the BWC securely mounted on their outer uniform, positioned to capture interactions from a forward-facing direction, and, further, members are expected to notify persons that they are being recorded whenever reasonably practicable.

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Administrative & Plain-Clothes Personnel – Optional Use

BWCs are not required to be used by members while serving in an administrative capacity (, clerical work at the Police Department), or while serving in a plain-clothes capacity when they do not have a reasonable expectation of taking enforcement action (, serving a warrant or making an arrest). However, such members have the option to carry and use a Department-issued BWC while serving in those capacities and may do so whenever they believe it might be useful.

What to do if a BWC Malfunctions

If a member encounters a malfunctioning BWC or suspects that a BWC is not in good working order, the member shall promptly report the failure to a supervisor and obtain a replacement BWC as soon as reasonably practicable. A reasonable number of spare BWCs will be available to replace non-functioning units. Members are responsible to ensure the BWC they are wearing remains charged and operational during their entire shift to the fullest extent reasonably practicable, which includes obtaining a replacement BWC when necessary.

Advisement About Being Recorded

Whenever reasonably practicable, members shall verbally inform (, give an Advisement to) members of the public who are being recorded that an audio-video recording is occurring.

Members are expected to give the Advisement at the start of the recording or near its start.

Members shall attempt to capture the giving of the Advisement on the BWC Recording.

The preference is to give the Advisement individually to each person or primary contact (, a parent of a child) who is present or who becomes present.

However, a group Advisement may be utilized in situations where it is impossible or impracticable to give individual Advisements. Examples include situations that are rapidly evolving or dynamic, or situations where a group of persons present or where persons come and go from a group. In these situations, members may provide a group Advisement rather than trying to give an individual Advisement to each person. Members shall repeat the group Advisement when the group of persons substantially changes, if time and circumstances allow.

Members conducting traffic stops shall give the Advisement to all vehicle occupants.

Members shall make a reasonable effort to ensure that non-English speaking persons, those with limited English proficiency and hearing-impaired persons understand that they are being recorded. This may be accomplished simply by pointing at the BWC device while giving the Advisement or by providing the Advisement in multiple languages on a reference card.

Documenting Existence of BWC Recording within Written Reports

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Members should document the existence of a BWC Recording in any written report or other official record of the contact. This also includes any instance where the member was aware that the BWC malfunctioned or the member delayed or fully or partially deactivated the BWC prior to the conclusion of the incident. Members should include the reason for the delay or deactivation in their written report or in any other official record of the contact if no written report was created (RCW 10.109.010). If a citation was issued, the proper notation shall be made in the SECTOR citation that the incident was recorded.

434.5.1 ACTIVATION OF A BWC

This policy is not intended to describe every possible situation in which a BWC should be used. Nothing prohibits a member from activating a BWC while at work, unless specifically prohibited by this policy and in accordance with all requirements as stated in this policy. When in doubt, members are encouraged to activate their BWC. While not all-inclusive, a BWC shall be activated in any of the following situations:

(a) Field contacts involving actual or potential criminal conduct, including but not limited to:

1. Traffic stops;
2. Priority responses;
3. Vehicle pursuits;
4. Suspicious vehicles and suspicious persons;
5. Arrests;
6. Investigatory stops and/or detentions;
7. Vehicle searches;
8. Physical confrontations or use of force;
9. Verbal confrontations;
10. DUI investigations, including sobriety tests;
11. Crimes in progress;
12. Responses to an in-progress call;
13. Domestic violence calls;
14. Offenses involving weapons;
15. Mental health contacts and welfare checks;
16. Transport of any subject;
17. While observing another member violating policy or laws; or
18. If requested by a member of the public;

(b) Self-initiated activity in which the member believes there may be evidentiary value in activating the BWC;

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(c) Any contact that becomes adversarial, even if the initial contact was non-adversarial or otherwise did not require recording; or

(d) Any other circumstance when the member reasonably believes a recording of a contact or event would be appropriate.

No member may record a face-to-face conversation without first announcing, or otherwise communicating, that the conversation is going to be recorded (, giving the Advisement) and ensuring the Advisement is recorded on the BWC Recording.

Exceptions: members are not required to give the Advisement when acting pursuant to a court order; or when the communication is of an emergency nature; or when the communication conveys a threat of extortion, blackmail, bodily harm, or other unlawful requests or demands; or when the communication relates to communications by a hostage holder or barricaded suspect (RCW 9.73.030(2)).

At no time is a member expected to jeopardize personal safety in order to activate a BWC. However, a BWC should be activated in situations described above as soon as reasonably practicable and the member must document the reason the BWC was not activated at the outset of the incident.

Members recording law enforcement activity who inadvertently turn off their BWCs shall not be subject to discipline unless the member has been previously counseled for similar incidents. Members who repeatedly fail to activate a BWC when required or who intentionally stop recording without legitimate articulable reasons will be subject to discipline, up to and including termination. When the Department evaluates a member's use or nonuse of a BWC, a reasonable standard based on the totality of circumstances will be utilized.

434.5.2 DEACTIVATING, OR NOT USING, A BWC DURING AN INCIDENT

Consistent with this policy, once started a BWC recording should ordinarily continue without interruption or change until the incident ends. However, circumstances may arise where it is appropriate to temporarily pause a recording or to temporarily cease video recordation and only use audio recordation.

Anytime a recording is paused or video recordation is ceased, the member shall state aloud the reason(s) on the BWC Recording unless it is impossible or impracticable to do, and, further, the member shall also document the reason(s) in their written report or via CAD.

The BWC recording should resume once the circumstance warranting the temporary pause or temporary cessation of video recording no longer exists if the incident is still ongoing.

Privacy or Dignity Concerns, Including Requests by the Public to Not Record

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Throughout the recording process members should remain sensitive to the privacy and dignity concerns of all individuals who are being recorded. Members may exercise sound discretion to temporarily pause a recording or to temporarily cease video recordation and only use audio recordation in situations where continuing the recording would not serve legitimate law enforcement interests and would unreasonably intrude upon a member of the public's privacy or dignity concerns.

Requests by members of the public to stop an in-progress recording should be considered using the same criterion established in the preceding paragraph. Unless impractical or impossible, a member shall attempt to capture on the BWC Recording a member of the public's request to stop an in-progress recording due to privacy or dignity concerns.

Additional Circumstances

Members may exercise sound discretion to not activate a BWC or to temporarily pause a recording in the following circumstances:

- (a) during a member's conversation with a witness to a crime, a victim of crime, or a member of the community who wish to report or discuss criminal activity in their neighborhood, when the member believes that limiting usage of the BWC would encourage complete and accurate information sharing by the other party to the conversation;
- (b) in situations involving rape, sexual abuse, nudity or other similarly sensitive matters; however, members should consider the evidentiary value of a BWC Recording and the willingness of victims or witnesses to speak on camera; or
- (c) when exchanging information with another member and the information is sensitive to a criminal investigation, or when engaged in an operational or tactical discussion with another member. In these situations, the member shall ensure that the reason the BWC Recording is being stopped is stated aloud on the BWC Recording and the member should promptly reactivate the BWC before resuming duties related to the incident.

434.5.3 DISCRETIONARY RECORDING

Members are required to record as much of the law enforcement activity as possible, but the sensitivity or exigency of a situation may warrant not activating a BWC or temporarily pausing a recording. The decision to not record law enforcement activity shall be made by the member wearing the BWC device and shall be determined by facts and circumstances, which must be justified. It is permissible under this policy for members to exercise sound discretion to not record events in the following circumstances:

- (a) when it is not safe or feasible for the member to activate a BWC. Members are advised to put safety ahead of the requirement to record the encounter;
- (b) when respect for an individual's privacy or dignity outweighs the need to record an event. Such circumstances may include (without limitation) natural death scenes,

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death notifications, child or sexual assault victim interviews, and cultural or religious objections to being recorded;

- (c) when the member is in a location where individuals have a reasonable expectation of privacy (such as a bathroom or locker-room) and the member is not there to effect an arrest or serve a warrant;
- (d) sensitive communications such as matters of law enforcement intelligence or where the recording could hinder a criminal investigation; or
- (e) if a citizen objects to being recorded, the member may nevertheless elect to record despite the objection. Since conversations with police members are not considered private under Washington law (RCW 9.73.090), there is no requirement that a member turn off the camera for a citizen who objects to having the interaction recorded.

434.5.4 CESSATION OF RECORDING

Once started, a BWC Recording should continue without interruption until the member reasonably believes that their direct participation in the incident is complete or the situation no longer fits the criteria for BWC activation, unless cessation is otherwise authorized in this policy.

434.5.5 RECORDING A SUSPECT AFTER ARREST

Consistent with RCW 9.73.090 and RCW 10.122.030, if a member intends to record an arrested suspect with a BWC, the member shall state aloud and capture on the BWC Recording:

- (a) that the subject or suspect is being audio and video recorded;
- (b) the time the recording begins and ends; and
- (c) the Miranda Warnings.

434.5.6 RECORDING IN A PRIVATE RESIDENCE AND RESPONDING TO CIRCUMSTANCES WHERE A PERSON IS OR MAY BE UNWILLING TO COMMUNICATE WHILE BEING RECORDED

It is permissible to record in a private residence. Absent exigent circumstances or when a contact becomes adversarial, members shall verbally inform (, give an Advisement to) any person who is being recorded that an audio-video recording is occurring and members shall attempt to capture the Advisement on the BWC Recording.

If a victim or witness requests that their identity and/or communications remain confidential for public records purposes, the officer shall reflect this in their written report. There is no guarantee that any BWC Recordings will be exempt from disclosure, but these criteria will be evaluated at the time a public records request may be received.

If a community member objects to being recorded, the member may elect to record the encounter despite the objection. Since conversations with on-duty police officers are not considered private under Washington law, there is no requirement that a member not activate a BWC, partially deactivate a previously activated BWC (, stop video recording but continue audio recording) or fully deactivate (, turn off) a previously activated BWC due to a community member's objection to having an interaction recorded.

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434.5.7 RECORDING IN A MEDICAL FACILITY

When recording in hospitals or other health care facilities, members shall be careful to avoid recording persons other than suspects, victims and witnesses who are relevant to the matter being investigated. Victim interviews in such facilities should be conducted in an area where personal privacy can be protected and, if appropriate, should have a victim advocate present.

434.5.8 SURREPTITIOUS USE OF THE AUDIO/VIDEO RECORDER

Washington law prohibits any individual from surreptitiously recording any conversation, except as provided in RCW Chapter 9.73.

434.5.9 DO NOT USE BWCS NEAR ANY EXPLOSIVE DEVICE

BWCs emit radio waves that could trigger an explosive device. Therefore, BWCs should not be used where an explosive device may be present. If a BWC is already active when the explosive device is encountered, the member should back at least 300 feet away from the suspected device as soon as possible in order to turn off the BWC.

434.6 PROHIBITED USE OF BWCS AND BWC RECORDINGS

Members are prohibited from using BWCs for personal use and are prohibited from making personal copies of BWC Recordings created while on-duty or while acting in their official capacity.

Department personnel shall not upload recorded data onto public and/or social media websites without express permission from the Chief of Police or the Chief of Police's designee.

Members shall not duplicate or distribute BWC Recordings, except for authorized Department purposes. All BWC Recordings shall be retained at the Department or on Evidence.com.

Members are prohibited from using personally owned recording devices while on duty.

BWC Recordings shall never be used or shown for the purpose of embarrassment, harassment or ridicule, of any Department employee, City employee or official, or a member of the public.

434.7 IDENTIFICATION AND PRESERVATION OF RECORDINGS

Members shall ensure BWC Recordings are uploaded no later than by the end of their shift but also as soon as practicable if the storage capacity is identifiably nearing its limit, by inserting the BWC into the designated docking station. Members shall classify each BWC Recording in the manner prescribed during their training. Members shall make reasonable efforts to avoid incurring overtime to perform the upload.

To assist with identifying and preserving data and recordings, members should tag or mark BWC Recordings in accordance with procedure and document the existence of the recording in any related written report. A member should tag or mark a BWC Recording when the member reasonably believes that any of the following circumstances exist:

- (a) the BWC Recording contains evidence relevant to potential criminal, civil or administrative matter;
- (b) a complainant, victim or witness has requested non-disclosure of the BWC Recording;

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- (c) a complainant, victim or witness has not requested non-disclosure of the BWC Recording but the disclosure of the BWC Recording may endanger the person;
- (d) disclosure may be an unreasonable violation of someone's privacy;
- (e) medical or mental health information is contained; or
- (f) disclosure may compromise an undercover officer or confidential informant.

Any time a member reasonably believes a recorded contact may be beneficial in a non-criminal matter (, a hostile contact or when the officer expects a possible complaint), the member should promptly notify a supervisor of the existence of the BWC Recording.

Supervisors should ensure that this policy is being followed and that all applicable protocols are followed through day-to-day observations and report review.

434.8 REVIEW OF BODY-WORN CAMERA RECORDINGS

Members may review BWC Recordings prior to preparing their written police reports or providing a statement pursuant to an official investigation, personnel complaint, administrative investigation, or criminal investigation.

Members should review the related BWC Recordings as a resource. However, members shall not retain personal copies of BWC Recordings. Members should not use the fact that a BWC Recording was made as a reason to write a less detailed report.

A supervisor may conduct a review of a specific incident when there is an articulable reason justifying such review. Articulable reasons for reviewing and/or disclosing a specific incident include, but are not limited to:

- (a) capturing specific evidence for use in a potential criminal prosecution;
- (b) when a civil claim has been filed or threatened against the City involving the incident;
- (c) when a documented complaint has been made against a member regarding the incident;
- (d) when the incident included use of force;
- (e) when the incident included a vehicle pursuit;
- (f) when the incident included a vehicle collision;
- (g) when the incident involved serious bodily injury or death;
- (h) with the involved member present to address a training or coaching issue in a private setting (such as Field Training or a recurring performance issue). In these situations, supervisors shall not routinely or randomly review videos with the goal of finding training or coaching issues on a specific member, unless:
 - i. the member is undergoing training as part of a formal Training Program; or
 - ii. the member is having recurring performance issues.

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- (i) to assess properly functioning BWC systems when there is reason to believe that the system is not functioning properly;
- (j) by a Department investigator who is participating in an official investigation, such as a personnel complaint, preliminary investigation, administrative investigation or a criminal investigation;
- (k) by a member who is captured on or referenced in the video or audio data and who reviews and uses such data for any purposes relating to his or her employment;
- (l) to assess possible training value at the suggestion of the involved member and approved by the Chief of Police or the Chief of Police's designee;
- (m) For training purposes, provided however, if an involved member objects to showing a recording, the objection shall be submitted to the Chief of Police or Chief of Police's designee to determine if the training value outweighs the member's objection;
- (n) by an employee's legal representative and/ or bargaining unit representative who is involved in representing the employee in an official investigation, such as a personnel complaint or a criminal investigation;
- (o) by the City Attorney or other legal representative of the City, consistent with the articulable reasons above;
- (p) recordings will be provided to the City and County prosecutors' office(s) when requested as part of discovery for a criminal or civil case;
- (q) as part of any Public Disclosure Request; or
- (r) in connection with any incident that garners significant media attention or community interest, consistent with the articulable reasons above.

BWC Recordings may be reviewed by supervisors to monitor member performance as part of the member's annual evaluation process.

A BWC Recording shall be reviewed by the Police Records Clerk or equivalent position, prior to any public release of all or a portion of the BWC. BWC Recordings that unreasonably violate a person's privacy or sense of dignity should not be publicly released, absent appropriate redaction, unless disclosure is required by law or order of the court.

In situations where a member has not been able to review a relevant BWC Recording prior to preparing a written report, providing a statement or answering questions as part of a formal interview or informal questioning, the Department recognizes the potential for accuracy may be diminished. As such, a member should not receive any discipline based solely upon a difference between the member's written report and the substance captured on a BWC Recording unless other evidence proves deception.

An electronic log of all times a BWC Recording is viewed or transmitted shall be maintained. The log will include the date, time, and reviewer.

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434.9 BWC COORDINATOR

The Chief of Police or the Chief of Police's designee should appoint a BWC Coordinator responsible for (RCW 10.109.010):

- (a) establishing procedures for the security, storage and maintenance of data and BWC Recordings;
- (b) establishing procedures for transferring, downloading, tagging or marking events;
- (c) establishing procedures for members communicating that an audio-video recording is being made to those members of the public who are non-English speakers, who have limited English proficiency, and who are deaf or hard of hearing;
- (d) establishing procedures for accessing data and BWC Recordings; and
- (e) establishing procedures for logging or auditing access.

434.10 RETENTION OF RECORDINGS

BWC Recordings shall be retained for a period consistent with the requirements of the state's records retention schedule and other applicable retention-related laws.

- (a) BWC Recordings related to internal investigations shall be transferred to a format compatible with the Department's electronic tracking system and made part of the internal investigation file.
- (b) BWC Recordings labeled as evidentiary shall be retained in compliance with state law and until all trial and appellate litigation has been completed.
- (c) BWC Recordings labeled as non-evidentiary shall be retained for 90 days, and thereafter may be destroyed in accordance with the applicable records retention schedule (RCW 42.56.240).
- (d) BWC Recordings that were subject to a public disclosure request served on the City shall be retained for 24 months after the date of such.
- (e) In the event of an accidental activation of the BWC where the resulting recording is of no perceived investigative or evidentiary value, the recording member may request that the BWC video in question be deleted by submitting a written request to the Lieutenant.

Retention may be extended at the request of a member or supervisor, and should be extended if the recorded contact constitutes evidence in a criminal case or that the recorded contact may be beneficial in a noncriminal matter.

Any time a member creates a BWC Recording that constitutes evidence in a potential criminal case, the member shall mark the file within the software program in accordance with Department procedures to ensure the BWC Recording is retained for evidentiary purposes, and the member shall also document the existence of the BWC Recording in their written report.

Any time a member reasonably believes a BWC Recording may be beneficial in a non-criminal matter, the member should mark the file in accordance with Department procedures to ensure the BWC Recording is retained for evidentiary purposes, shall notify their supervisor of the existence

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of the BWC Recording, and shall also document the existence of the BWC Recording in their written report.

434.10.1 STORAGE OF, AND ACCESS TO, BWC RECORDINGS

BWC Recordings shall be stored and secured at the Department, on Evidence.com, on a server maintained by the City's IT vendor, or with a contractor capable of providing secured cloud or off-site storage. BWC Recordings will only be accessible by those members with access rights or others granted limited or specific access rights. Members shall not copy, edit, alter, erase or otherwise modify in any manner a BWC Recording except as authorized by law or Department policy. Any violation of this provision is considered serious misconduct and subject to disciplinary action, up to and including termination.

434.11 PUBLIC DISCLOSURE AND REDACTION OF BWC RECORDINGS

Public disclosure and appropriate redaction of BWC Recordings are governed by the Public Records Act, RCW Chapter 42.56. The Police Records Clerk will ensure that a copy of the BWC Recording is made and delivered in accordance with a lawful public records request.

(a) For Criminal Justice Purposes:

BWC Recordings may be accessed for criminal discovery purposes directly by prosecutors, whose offices shall have an account through Evidence.com. Prosecutors will be able to locate the existence of a BWC Recording by its reference in the police report and/or CAD report, and may search for BWC Recordings related to pending cases by inputting a law enforcement incident report number into Evidence.com. Discovery of BWC Recordings to the defense bar shall be made through the prosecutor or pursuant to a court order.

(b) To the Public:

BWC Recordings will be made available to the public through public records requests, pursuant to RCW Chapter 42.56. Public records requests for BWC Recordings may be directed to the Selah Public Records Manager via the City's website or directly to the Selah Police Department via an in-person request, and they will be processed by the Police Records Unit. Prior to release, BWC Recordings will be reviewed and redacted. Redactions will be consistent with statutory exemptions under Washington law, including the following

1. the image of any victim or witness who expresses safety concerns or who requests that their identity not be disclosed;
2. the image of a victim of domestic violence, sexual assault, trafficking or stalking;
3. child victims, child witnesses and juveniles in the court system;
4. persons experiencing a medical emergency or receiving medical treatment;
5. images that are highly offensive to a reasonable person, such as images of a deceased or seriously injured person;

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Policy Manual

Body Worn Cameras (BWC)

6. persons with apparent mental illness who are in crisis or who are detained for a mental health evaluation; or
 7. the image of anything which reveals personal identifying information.
-
- (c) The City Public Records Manager may provide third party notification to allow any person – including a member of the Department and that member's union representative – whose privacy may be impacted by the release of a BWC Recording, sufficient time to file a petition for injunctive relief.
 - (d) Members of the public shall not be allowed to view BWC Recordings except in the instances listed above.
 - (e) Officer-Involved Use of Deadly Force / In-Custody Death Cases After receiving a public records request, it is the Department's intent to release a BWC Recording related to an officer-involved use of deadly force or in-custody death only after the involved member(s) have been interviewed by the independent investigation team (IIT) members. The Chief reserves the right to delay the release depending on investigative need or for the best interests of the parties involved or the City; provided, the City shall comply with the public records act.

434.12 TRAINING

The Training Sergeant shall ensure that those members issued a BWC, or involved in the BWC program, receive Department approved training. Prior to use, initial training shall be given on the proper operation and care of BWCs and on the Department's policy regarding the use of BWCs. Thereafter, training shall be provided at periodic intervals to ensure, among other things, the continued effective use of the equipment, proper calibration and performance, and to incorporate changes, updates or other revisions in policies or equipment (RCW 10.109.010).

Appendix #6

Body Worn Camera Recording Redaction Fee Study



City of Selah Public Records Policy

Body Worn Camera Redaction Cost Study

June 2023

1. Background

In 2022, the Selah Police Department (SEPD) implemented a Body Worn Camera (BWC) program. Currently, 19 Selah police officers are equipped with body cameras which capture recordings that become public records, and are subject to the Washington Public Records Act (PRA). According to RCW 42.56.240(14), the PRA allows a law enforcement agency to charge certain requestors the reasonable costs of redacting BWC recordings prior to disclosure, in addition to copying costs that agencies are legally allowed to charge requestors. The following describes the cost study conducted by the Selah Police Department to ensure proper application of fees associated with the body worn camera records.

2. Introduction

The PRA allows an agency to charge a requestor the reasonable costs of redacting, altering, distorting, pixelating, suppressing, or otherwise obscuring any portion of the body worn camera recording prior to disclosure. However, the following types of requestors have a right to BWC records free of charge:

- A person directly involved in an incident recorded by the requested body worn camera recording;
- An attorney representing a person directly involved in an incident recorded by the requested body worn camera recording;
- A person or his or her attorney who requests a body worn camera recording relevant to a criminal case involving that person;
- The executive director from either the Washington state commission on African-American affairs, Asian Pacific American affairs, or Hispanic affairs; or
- If relevant to a cause of action, an attorney who represents a person regarding a potential or existing civil cause of action involving the denial of civil rights under the federal or state Constitution, or a violation of a United States department of justice settlement.

An agency that charges redaction costs must use redaction technology that provides the least costly commercially available method of redacting body worn camera recordings, to the extent possible and reasonable.

3. Principles

3.1. The Selah Police Department will Charge for:

- Redactions based on the parameters provided in the PRA.
- Staff time directly applicable to redacting video recordings, at a rate no more than the lowest-paid employee assigned responsibility for redacting video recordings.
- The actual cost of copies of BWC recordings as provided in the PRA, in addition to allowed

- redaction costs.
- The actual time it takes to redact a particular video recording, calculated at the rate of \$0.43 per minute.
- The actual cost of copies of BWC recordings as provided in the PRA, in addition to allowed redaction costs.

3.2. The Selah Police Department:

- Uses redaction technology that most effectively and efficiently meets the administrative and operational needs of the Department.
- Does not charge requestors any costs related to the redaction technology.
- Incurs substantial costs for video recordings management, processing, storage, and redaction technology.

4. Redaction Process

The cost of using current technology to redact video recordings is based on actual staff time derived from the workflow necessary to apply redactions as detailed in the SEPD Redaction Process Workflow, below.


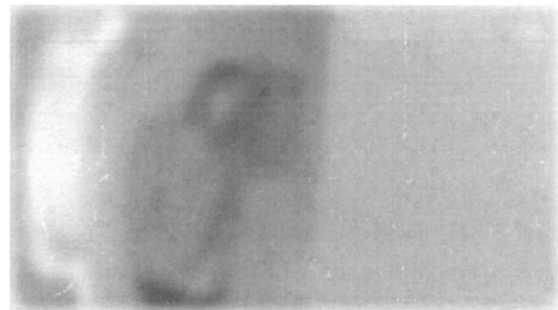
The salary for the SEPD Public Records Video Specialist is approximately \$.43 per minute, which does not include employee benefits or other overhead costs. RCW 42.56.240(14) outlines the allowable charges for the actual cost of redacting BWC recordings including the cost of redaction technology. However, the Video Specialist's salary does not include the cost of redaction technology, nor does the City intend to charge requestors for the technology costs. Therefore, the City intends to charge requestors at the rate of \$.43 per minute to redact BWC recordings. This rate is lower than the actual cost incurred by the City for redacting BWC recordings, which was determined by the results of the following Redaction Process Workflow.

REDUCTION PROCESS WORKFLOW			
Redaction Method	Estimated Cost Per Minute to Redact	Minutes to Redact Per Minute of Raw Footage	Estimated Cost of Redaction Per Minute of Raw Footage
Targeted Video Redaction with or without Targeted Audio Redaction	\$0.43 per individual or object redacted	6 per individual or object redacted	\$2.58 per individual or object redacted
Targeted Audio Redaction Alone	\$0.43	5	\$2.15
Screen Blur or Screen Blackout	\$0.43	1 Minute per segment	\$0.43/segment

5. Time Studies

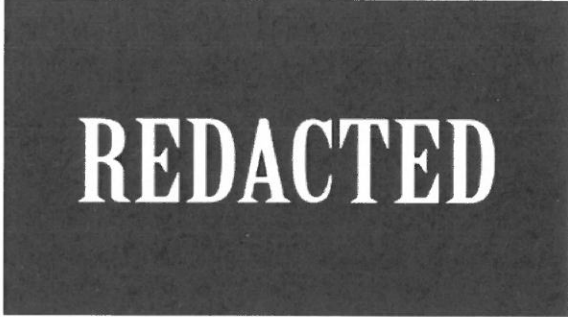
Stopwatch style time studies were conducted to determine the amount of time it takes to redact BWC recordings including how long it takes to fully blur and remove audio from an entire video recording, eliminate one minute of video recording, redact one minute of simple audio, redact one minute of complex audio, redact one minute of simple video recording, and redact one minute of complex video recording. The results of the Time Studies is outlined in the table below.

Redaction Type	Actual Time	Redaction Time
Targeted Video Redaction with or without Targeted Audio Redaction	1 Minute per individual or object redacted	6 Minutes per individual or object redacted
Targeted Audio Redaction Alone	1 Minute	5 Minutes
Screen Blur or Screen Blackout	1 Minute per segment	1 Minute per segment

TYPES OF VIDEO REDACTIONS	
Targeted Video Redaction ¹	Description
	Targeted Video Redaction of Person or Object with or without Targeted Audio Redaction: This blurs or blacks out the face or identifying features of an individual or object.
Screen Blur ²	Description
	Screen Blur: This blurs the entire screen for a segment of video recording containing an exempt image, such as a Mobile Data Terminal (MDT) with exempt screen content, the interior of a place of residence where a person has a reasonable expectation of privacy, the interior of a medical or mental health facility, etc.

¹ The size of the dot or shape obscuring an individual or object may vary to ensure that exempt identifying details are sufficiently obscured.

² The screen blur above is illustrated at 60% blur. The level of blurring may vary to ensure that exempt identifying details are sufficiently obscured

Screen Blackout	Description
	<p>Screen Blackout: This blacks-out the entire screen for a segment of video recording containing an exempt image, such as a Mobile Data Terminal (MDT) with exempt screen content, the interior of a place of residence where a person has a reasonable expectation of privacy, the interior of a medical or mental health facility, etc.</p>

In some instances, **Targeted Audio Redaction** may be used. This technique removes exempt portions of the audio without redacting any related video recordings.

6. Time Studies

Stopwatch style time studies were conducted to determine the amount of time it takes to redact BWC recordings including how long it takes to fully blur and remove audio from an entire video recording, eliminate one minute of video recording, redact one minute of simple audio, redact one minute of complex audio, redact one minute of simple video recording, and redact one minute of complex video recording.

7. Conclusion

SEPD Will Charge a Fee for Redaction Based on Actual Redaction Time

The City will charge requestors redaction costs reflecting the actual time it takes to redact a particular video calculated at the rate of \$0.43 per minute.



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 7/25/2023

Agenda Number: **13-B**

Action Item

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

From: Rocky D. Wallace, Public Works Director

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: \$55,693.28

Funding Source: 411 Water Fund

Background/Findings/Facts: This pertains to the City's Well No. 3 Pump Replacement Project. The City solicited competitive sealed bids from interested contractors to install a new pump in Well No. 3. The received bids were opened and comparatively evaluated at City Hall at approximately 10:00 a.m., Wednesday, July 12, 2023. A total of two (2) bids were opened and compared. The lowest qualified bid was for the total amount of \$55,693.28, as submitted by Picatti Brothers, Inc., of Yakima, Washington. Such amount proved to be approximately twenty-nine percent (29%) lower than the preliminary cost estimate that had been prepared by the City's retained engineering firm – HLA Land Engineering & Land Surveying, Inc.

HLA and Public Works both recommend that the City award the project to Picatti Brothers. A "Contract" measuring seven total pages (which pages are numbered 3-1 through 3-7, 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.

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:

2/14/2023

Action Taken:

Resolution No. 2979 Authorizing the Mayor to sign a Task Order No/ 2023-06 with HLA Engineering and Land Surveying, Inc., for professional services related to the City's Well No. 3 Pump Replacement Project

RESOLUTION NO. 3033

RESOLUTION AUTHORIZING THE MAYOR TO SIGN A CONTRACT WITH PICATTI BROTHERS, INC., RELATED TO THE CITY'S WELL NO. 3 PUMP REPLACEMENT PROJECT

WHEREAS, the City desires to replace the pump at Well No. 3; 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 such construction work, comparatively evaluated the received bids, and determined the lowest qualified bidder to be Picatti Brothers, Inc., of Yakima, Washington; and

WHEREAS, the City desires to award this scope of work to Picatti Brothers, at Picatti Brothers' bid price of \$55,693.28; and

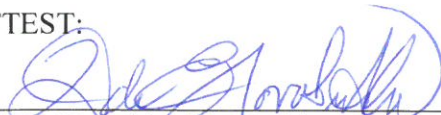
WHEREAS, a written "Contract" measuring seven total pages (which pages are labeled Contract, Certifications, Contract Bond and Schedule of Working Hours, and are numbered 3-1 through 3-7 because they will be part of a larger total package of contract documents which package will include the specifications, bid material, and other items) has been prepared, and the terms of the proposed Contract are acceptable to City staff;

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 existing blank lines on, the seven-page Contract with Picatti Brothers, Inc., 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.


PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 25th day of July, 2023.


Sherry Raymond, Mayor

ATTEST:


Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:


Rob Case, City Attorney



July 13, 2023

City of Selah
115 W Naches Ave
Selah, WA 98942

Attn: Mayor Sherry Raymond

Re: City of Selah
Well No. 3 Pump Replacement
HLA Project No.: 23055C
Recommendation of Award

Dear Mayor Raymond:

The bid opening for the above referenced project was held at the City Hall at 10:00 a.m. on Wednesday, July 12, 2023. A total of two (2) bids were received with the low bid of \$55,693.28, being offered by Picatti Brothers, Inc., of Yakima, WA. This low bid is approximately 29% percent below the Engineer's Estimate of \$77,976.00.

We have reviewed and checked the bid proposals of all bidders and recommend the City of Selah award a construction contract to Picatti Brothers, Inc., in the amount of \$55,693.28. 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,

Justin L. Bellamy, PE

JLB/dld

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: Well No. 3 Pump Replacement HLA Project No.: 23055 Bid Opening Date: July 12, 2023										Picatti Brothers, Inc. PO Box 9576 Yakima, WA 98909			Empire Well Drilling, LLC PO Box 1874 Wenatchee, WA 98807					
ITEM NO.	SCH.	DESCRIPTION	QTY.	UNIT	ENGINEER'S ESTIMATE			UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT			
					UNIT PRICE	AMOUNT												
1	A	Minor Change	1	FA	\$ 5,000.00	\$ 5,000.00		\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00					\$ -		
2	A	Mobilization	1	LS	\$ 7,000.00	\$ 7,000.00		\$ 1,000.00	\$ 1,000.00	\$ 10,000.00	\$ 10,000.00					\$ -		
3	A	Well No. 3 Pump Replacement, Complete	1	LF	\$ 60,000.00	\$ 60,000.00		\$ 45,425.00	\$ 45,425.00	\$ 62,000.00	\$ 62,000.00					\$ -		
Bid Subtotal						\$ 72,000.00			\$ 51,425.00		\$ 77,000.00							
8.3% Sales Tax						\$ 5,976.00			\$ 4,268.28		\$ 6,391.00							
DELETE THIS ROW						\$ 77,976.00			\$ 55,693.28		\$ 83,391.00							
BID TOTAL						\$ 77,976.00			\$ 55,693.28		\$ 83,391.00							
ENGINEER'S REPORT										ADDITIONAL BID TOTALS								
Competitive bids were opened July 12, 2023. All bids have been reviewed by this office. We recommend the contract be awarded to: Picatti Brothers, Inc..										BIDDER						BID TOTAL		
Project Engineer _____ Date July 13, 2023																		
*Bid results can be found at: hlacivil.com										*Highlighted amounts have been corrected.								

SECTION 3 - CONTRACT AND RELATED MATERIALS

CONTRACT

THIS AGREEMENT, made and entered into in triplicate, this 25th day of July, 2023, by and between the City of Selah, hereinafter called the OWNER, and Picatti Brothers, Inc., 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 \$ 55,693.28, for WELL NO. 3 PUMP REPLACEMENT, HLA Project No. 23055, 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 ten (10) 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: Sherry Raymond

Title: Mayor

Name: Dale Novobielski

Title: Clerk/Treasurer

CONTRACTOR:

Picatti Brothers, Inc.
(CONTRACTOR NAME)

By: _____
AUTHORIZED OFFICIAL'S SIGNATURE

(SEAL)

Name: _____
(Please Print or Type)

ATTEST:

Address: PO Box 9576

Yakima, WA 98909

Phone: _____

Email: _____

Name: _____
(Please Print or Type)

DECLARATION OF OPTION FOR CONTRACT BOND OR ADDITIONAL RETAINAGE
(Contracts Under \$150,000 only)

CITY OF SELAH
WELL NO. 3 PUMP RELACEMENT
HLA PROJECT NO. 23055

Note: This form must be submitted at the time the Contractor executes the Contract. The Contractor shall designate the option desired by checking the appropriate space.

The Contractor elects to:

_____ (1) Furnish a contract bond in the amount of the total contract sum. An executed contract bond on the required form is included with the executed contract documents. Mandatory on contracts exceeding \$150,000.00.

_____ (2) Have the City retain, in lieu of the contract bond, ten percent (10%) of the total contract amount for a period of thirty (30) days after final acceptance or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

In choosing option 2, the Contractor agrees that if the Contractor, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract, and shall faithfully perform all the provisions of such contract and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that may hereafter be made, at the time and in the manner therein specified, and shall pay all laborers, mechanics, subcontractors, with provisions and supplies for the carrying on of such work, on his or her part, and shall indemnify and save harmless the City of Prosser, Washington, its officers and agents from any claim for such payment, then the funds retained in lieu of a Contract Bond shall be released at the time provided in said option 2; otherwise, the funds shall be retained until the Contractor fulfills the said obligations.

Contractor Signature

Date

CONTRACT BOND

CITY OF SELAH
WELL NO. 3 PUMP REPLACEMENT
HLA PROJECT NO. 23055

BOND TO CITY OF SELAH

KNOW ALL PERSONS BY THESE PRESENTS:

That we, the undersigned, Picatti Brothers, Inc.

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 \$ 55,693.28 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 Mayor of said City of Selah, has let or is about to let to the said Picatti Brothers, Inc., the above bounden Principal, a certain Contract, the said Contract being numbered HLA Project No. 23055, and providing for the construction of WELL NO. 3 PUMP REPLACEMENT 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 Picatti Brothers, Inc. 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
WELL NO. 3 PUMP REPLACEMENT
HLA PROJECT NO. 23055

SURETY: _____

By: _____
(Attorney-in-fact)

Name: _____
(Please Print or Type)

Agent: _____

Address: _____

Surety Representative Name:

Surety Representative Phone:

Surety Representative Email:

CONTRACTOR:

Picatti Brothers, Inc.
CONTRACTOR NAME

By: _____
AUTHORIZED OFFICIAL'S SIGNATURE

Name: _____
(Please Print or Type)

SCHEDULE OF WORKING HOURS

CITY OF SELAH
WELL NO. 3 PUMP REPLACEMENT
HLA PROJECT NO. 23055

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.

Picatti Brothers, Inc.
Contractor

Signature

Date



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 7/25/2023

Agenda Number: 13-C

Action Item

Title: Resolution Granting a Nonexclusive Franchise for Small Cell Wireless Facilities to Yakima MSA Limited Partnership and Authorizing the Mayor to Sign a Fourteen-Page Master License Agreement

From: Rob Case, City Attorney

Action Requested: Approval

Staff Recommendation: Approve the Resolution as submitted

Board/Commission Recommendation: N/A

Fiscal Impact: N/A

Funding Source: 001, General Fund, for publishing costs.

Background/Findings/Facts: On July 11th, the City Council approved Resolution No. 3031, which directed City staff to publish a proposed Resolution in the Yakima Herald-Republic. Such proposed Resolution provided notice of the City Council's intent to grant a nonexclusive franchise for small cell wireless facilities to the entity of Yakima MSA Limited Partnership.

As directed, City staff subsequently published a copy of the proposed Resolution in the Yakima Herald-Republic.

Today, the City Council can now take final action on the prospective franchise.

The Resolution that accompanies the instant AIS will, if approved by the City Council, grant the franchise and authorize the Mayor to sign the 14-page Master License Agreement that has been previously negotiated between City staff and agents of the applicant. A copy of the Agreement is attached to this AIS.

As a code city, Selah is authorized – by state law – to grant nonexclusive franchise rights to any person or entity that desires to use a portion of the City's public infrastructure for certain purposes. The permissible purposes include the transmission and distribution of signals and other methods of communication. *See* RCW 35A.47.040 (1st ¶).

If granted the franchise, the applicant will locate small cell wireless facilities on poles and rights-of-way owned by the City. The City will not incur any financial outlay under the Agreement. Rather, the City will receive small revenues – consisting of application fees and annual recurring fees – under the Agreement. Those fee amounts have been negotiated between the parties, consistent with prevailing federal standards.

City staff recommends that the franchise be granted and that the Mayor be authorized to sign the Agreement.

Recommended Motion: I move to adopt 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:
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07/11/23	City Council passed Resolution No. 3031, which directed staff to publish a proposed Resolution in the Yakima Herald-Republic
----------	--

07/16/23	City staff published the proposed Resolution in the Yakima Herald-Republic
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RESOLUTION NO. 3034

RESOLUTION GRANTING A NONEXCLUSIVE FRANCHISE FOR SMALL CELL
WIRELESS FACILITIES TO YAKIMA MSA LIMITED PARTNERSHIP AND
AUTHORIZING THE MAYOR TO SIGN A FOURTEEN-PAGE MASTER LICENSE
AGREEMENT

WHEREAS, the entity known as Yakima MSA Limited Partnership desires to obtain a nonexclusive franchise from the City of Selah so that it can locate small cell wireless facilities on poles and rights-of-way owned by the City; and

WHEREAS, state law – specifically RCW 35A.47.040 – authorizes the City to grant nonexclusive franchises for such purpose; and

WHEREAS, a proposed fourteen-page Master License Agreement has been negotiated between the two parties, and its terms are acceptable to City staff; and

WHEREAS, on July 11, 2023, the City Council passed Resolution No. 3031, which directed City staff to publish a proposed underlying Resolution in the Yakima Herald-Republic newspaper so as to thereby provided notice of the City Council's intent to grant the nonexclusive franchise; and

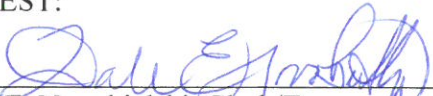
WHEREAS, City staff subsequently published the proposed Resolution as directed, and the City Council now finds that good cause exists for granting the franchise and authorizing the Mayor to sign the Agreement;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that a nonexclusive franchise for small cell wireless facilities is hereby granted to the entity of Yakima MSA Limited Partnership, and the Mayor is hereby authorized to sign the fourteen-page Master License Agreement in the form appended hereto.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 25th day of July, 2023.


Sherry Raymond, Mayor

ATTEST:


Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:


Rob Case, City Attorney

MASTER LICENSE AGREEMENT

This MASTER LICENSE AGREEMENT ("**Agreement**") is made as of the date of the last signature below ("**Effective Date**"), is made by and between the City of Selah, Washington ("**Licensor**") and Yakima MSA Limited Partnership, a Delaware limited partnership ("**Licensee**"), with its principal offices located at 8410 West Bryn Mawr Avenue, Chicago, Illinois 60631. Licensor and Licensee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

RECITALS

WHEREAS, Licensor is the owner, of certain streetlight poles, utility poles, traffic signal poles ("**Licensor Poles**") and/or property within the rights-of-way, which is owned and/or managed by Licensor; and

WHEREAS, Licensee is duly authorized and licensed by the Federal Communications Commission to provide wireless services within City of Selah's territorial boundaries; and

WHEREAS, Licensee desires to access the rights-of-way to construct Licensee-owned or Licensee-operated new wireless support structures ("**Licensee Poles**") used to support Small Cell Wireless Facilities, and to install, own, lease, and/or operate Small Cell Wireless Facilities on or supported by Licensor's Poles and third-party-owned utility and/or streetlight poles within the rights-of-way; and

WHEREAS, for the purposes of this Agreement, Small Cell Wireless Facilities ("**Facilities**" or "**Facility**") is defined as equipment and a communications network which includes all of the following: (a) pole-mounted and ground-mounted equipment associated with wireless service; (b) radio transceivers, antennas, or coaxial, metallic, or fiberoptic cable located on, in, under, or otherwise adjacent to a pole; (c) regular and backup power supplies; and (d) wireless equipment housed within an associated wireless or slab-mounted equipment cabinet; and

WHEREAS, Licensor and Licensee acknowledge that the terms of this Agreement are nondiscriminatory, competitively neutral and commercially reasonable; and

WHEREAS, Licensor and Licensee desire to enter into this Agreement to define the general terms and conditions which would govern their relationship with respect to particular locations at which Licensor may wish to allow, subject and pursuant to one or more Permits, Licensee to install, maintain and operate Facilities as hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

AGREEMENT

THE PARTIES AGREE as follows:

I. Premises

Pursuant to all terms and conditions of this Agreement, Licensor agrees to and does grant a non-exclusive license to Licensee with regard to sufficient space on or upon the rights-of-way and/or Licensor's Poles (collectively, "Premises") for the installation, operation, modification, maintenance and repair of Licensee Facilities and/or any pole; together with the non-exclusive right of ingress and egress from the rights-of-way, seven (7) days a week, twenty four (24) hours a day for the purpose of installation, operation, maintenance, repair and modification of Licensee's Facilities. For clarity, although such license is, as stated above, a non-exclusive license, Licensee shall and will have and enjoy exclusivity as to the specific spaces where Licensee's Facilities are installed, and any other licensee(s) that might be granted a similar license by Licensor shall and must install its/their facilities at and upon other spaces on or upon the Premises so as to not conflict with Licensee's Facilities. In the event there are not sufficient electric and telephone, cable and/or fiber utility sources (collectively, "Utilities") located at the specific locations agreed upon between the Parties that will be used by Licensee, Licensor agrees to and does grant Licensee the right to install such Utilities on, over and/or under the Premises as necessary for Licensee to operate Licensee's Facilities, provided that such Utilities must be installed by a duly-authorized provider of such Utilities, must be installed consistent with then-applicable standards and laws, must be connected to separate meters whereby all operation costs are solely and directly the financial obligation of Licensee, and must be installed Utilities at locations that are approved by Licensor.

II. Master License Term

The initial term of this Agreement ("Master Initial Term") shall be for five (5) years commencing upon the Effective Date and shall automatically renew for four (4) additional five (5) year periods (each a "Master Renewal Term") thereafter, unless Licensee notifies Licensor of its intent not to renew at least one hundred and twenty (120) days prior to the end of the then current Master Initial or Renewal Term.

III. Permit Application & Issuance Process

A. Permit(s) Required.

- i. Licensee shall apply for a one or more Small Cell Permit(s) ("Permit" or "Permits") for the installation or placement of each Small Cell Wireless Facility, and shall not commence any installation or placement unless and until such Permit(s) are granted by Licensor. A Permit is not required for routine maintenance or repairs, emergency access, including like-for-like replacement, but notice may be required as set out in Section XIX.
- ii. It is understood that Licensee may collocate Facilities on existing utility poles, Licensor Poles and/or build new Licensee Poles or replace existing poles for the purpose of collocation of such facilities which would comply with all applicable encroachments, building permits, and federal, state and city laws, regulations, standards and specifications.
- iii. Licensee may, at Licensee's sole cost, replace existing poles or infrastructure if structural or engineering analysis deem that a pole replacement is necessary to support Licensee's Facilities. In such event, a copy of the structural or engineering analysis must be provided to Licensor prior to any work occurring, and all work to replace a pole must occur pursuant to specifications that are approved by a licensed structural or engineering professional and must conform to all applicable laws, regulations and standards that apply in the city with regard to such type of pole. Moreover and likewise, if any Utilities or equipment owned or operated by any third-party(ies) exist upon the to-be-replaced pole, a copy of the structural or engineering analysis must be provided to each owner and operator of such Utilities or equipment prior to any work occurring, and all work to replace the pole and the replacement pole itself must conform to all applicable laws, regulations and standards. Following installation of the replacement pole, Licensor shall be entitled to inspect its condition with regard to whether it fulfills all applicable specifications, laws, regulations and standards. Following installation, Licensor shall have 10 days to inspect and either approve the installation work or provide requested revisions needed to bring the replacement pole into compliance with applicable specifications, laws, regulations and standards. If Licensor is satisfied, title to the replacement pole shall by bill of sale from Licensee to Licensor transfer to Licensor ownership of replacement pole(s) on an "as-is" basis with no guarantee or warranty (other than warranty of title) express or implied. Licensor shall thereafter be responsible for the maintenance and repair of such replacement pole, along with the operation of any Licensor equipment attached and any corresponding costs.
- iv. Licensee shall be allowed, at Licensee's discretion, to file a consolidated application and receive a single Permit for the collocation of up to twenty-five (25) Facilities so long as the collocations each involve substantially

the same type of Facilities and substantially the same type of structure. If an application includes multiple Facilities, Licensor may remove Facility collocations from the application and treat separately Facility collocations for which incomplete information has been provided or that do not qualify for consolidated treatment or that are denied. Licensor may issue separate Permits for each collocation that is approved in a consolidated application.

- v. Licensee shall secure a separate type of permit from Licensor whenever work by Licensee within rights-of-way will affect traffic patterns or require lane closures.

B. Review of Permit(s) Application.

i. *Review of Application.*

Licensor shall review Licensee's each and all submitted Permit Application(s) for completeness before reviewing such as to substance and merits.

- a. A complete "Permit Application" is an application that provides Licensor with all the information listed on the Small Wireless Facilities Permit Application (application form is attached as Exhibit A) and all information necessary under this Agreement for Licensor to begin to examine the affected poles.
- b. If Licensee submits an incomplete Permit Application, Licensor shall, within ten (10) business days, inform Licensee of that fact and provide a list of information that still needs to be provided. If the resubmitted Permit Application is still incomplete, Licensor shall, within five (5) business days, inform Licensee of that fact and provide a list of information that still needs to be provided.

ii. *Issuance of Permit.*

- a. Upon receipt of a complete Permit Application, Licensor will review the Permit Application within forty-five (45) days and either approve or deny a Facility by issuing a Notice of Small

Wireless Facility Permit Approval/Denial form for each Facility (the approval/denial form is attached as Exhibit B).

- b. During such forty-five (45) day period, Licensor will discuss any issues with Licensee, including any unusual engineering or design requirements associated with the Permit Application.
- c. If Licensor denies a Permit, it shall do so in writing and provide an explanation of the reasons the Permit was denied on the Approval/Denial form (Exhibit B).
- d. Each approved Permit shall have an initial term ("Permit Initial Term") of five (5) years commencing upon date of issuance or approval and shall automatically renew for four (4) additional five (5) year periods thereafter ("Permit Renewal Terms"), unless earlier terminated by Licensor by giving notice of non-renewal prior to the end of the then current Permit Initial or Renewal Term.
- e. Licensee may terminate individual Permits at any time for any reason upon written notice to Licensor. Upon termination of a specific site or location, Licensee shall remove equipment within one hundred and twenty (120) days of termination. Licensee shall have no further obligations or liability with regard to the terminated site, including no obligation for payment of recurring annual fees pertaining to the specific site.

C. Application Requirements.

For each Facility, Licensee shall submit a Permit Application to Licensor that includes:

- i. Site specific structural analysis;
- ii. The location where each proposed Facility or utility pole would be installed and photographs of the location and its immediate surroundings depicting the utility poles or structures on which each proposed Facility would be mounted or location where utility poles or structures would be installed;
- iii. Specifications and drawings for each proposed Facility covered by the application as it is proposed to be installed;

iv. The equipment type and model numbers for the antennas and all other wireless equipment associated with the Facility; and

v. The application fee due.

D. Application Fees.

The applicable fees for each Permit Application are as follows:

- i. Licensee shall pay an application fee of five hundred dollars (\$500.00) for a single Permit Application that includes up to five (5) Facilities, with an additional one-hundred dollars (\$100.00) for each Facility beyond five (5), that will be collocated on an existing utility pole or wireless support structure.
- ii. Licensee shall pay an application fee of one thousand dollars (\$1,000.00) for each Facility addressed in a Permit Application that will require the installation of a new Licensee Pole or new wireless support structure.
- iii. Notwithstanding any contrary provision of any applicable law or regulation, Permit Applications submitted under this Agreement must be accompanied by the required application fee(s).

IV. Removal, Relocation & Restoration

A. Aesthetic Considerations.

Licensee shall attempt – to the extent possible – to select and utilize equipment that when installed will minimize ascetic disruption on the poles and will be lesser conspicuous rather than more conspicuous. For instance, the exterior color of the equipment should – to the extent possible – match or closely match the color of the poles or be of less noticeable neutral colors such as grey, black or white rather than more noticeable primary colors such as red, blue or green. Also, the equipment should be – to the extent possible – of smaller sizes rather than larger sizes. Also, any wires should be – to the extent possible – concealed or tightly affixed rather than loosely strung. Any replacement poles or new poles should – to the extent possible – conform to the characteristics of existing nearby poles.

B. Potential Pole Replacement.

In the event Licensors, in its reasonable discretion deems it necessary to remove, relocate or replace a Licensor Pole due to public health and/or safety, Licensor shall notify Licensee at least one hundred eighty (180) days prior of the need to remove or

relocate its Facility. In such event, Licensor shall provide one or more options to Licensee for the potential relocation of Licensee's Facility to one or more mutually agreeable locations. Licensee shall be solely responsible for all costs related to the relocation of its Facility to any alternative location. In the event that a suitable alternative location cannot be identified, Licensee may terminate the applicable Permit upon notice.

C. Removal at End of Term.

Licensee shall, upon expiration of the Permit Initial Term or Permit Renewal Term(s), or within one hundred and twenty (120) days after any earlier termination of a Permit, remove its pole(s), equipment, conduits, fixtures including any Licensee Pole(s), and all personal property, and restore the Premises to their preexisting condition with only reasonable wear and tear and/or casualty damage not caused by Licensee excepted. Licensor agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of Licensee shall remain the personal property of Licensee and Licensee shall have the right to remove the same at any time during the Master Initial Term or Master Renewal Term(s), whether or not said items are considered fixtures and attachments to real property under applicable laws and regulations.

V. Power & Temporary Power

A. Power.

At all times, Licensee shall and will be solely and directly responsible for all operation costs for its Facilities, including but not limited to all power/electrical costs. Licensee's Facilities must be connected to power/electrical sources by a duly-authorized provider of power/electricity, must be installed consistent with then-applicable standards and laws, must be connected to separate meters whereby all operation costs are solely and directly the financial obligation of Licensee, and must be installed at locations that are approved by Licensor

B. Temporary Power Source.

Licensee shall be permitted at any time during the Master Initial Term or Master Renewal Term(s) to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances ("Temporary Power Source"), on or within the Premises or elsewhere within the rights-of-way, provided that such Temporary Power Source must be installed by a duly-authorized provider of such items, must be installed consistent with then-applicable standards and laws, must be connected to separate meters whereby all operation costs are solely and directly the financial obligation of Licensee, and must be installed at locations that are approved by Licensor. Licensee shall be permitted to connect the Temporary Power Source to its

equipment on the Premises in areas and manner approved by Licensor.

VI. No Interference

Licensee's operation of the Facilities shall not interfere with the frequencies used by a public safety agency for public safety communications, nor with any Utilities or equipment owned or operated by any third-party(ies) upon any pole. Licensee shall install Facilities of the type and frequency that will not cause unacceptable interference with a public safety agency's communications equipment, nor with any Utilities or equipment owned or operated by any third-party(is) upon any pole. Unacceptable interference will be determined by and measured in accordance with industry standards and the FCC's regulations addressing unacceptable interference to public safety spectrum or any other spectrum licensed by a public safety agency, and those pertaining to any other Utilities or equipment owned or operated by any third-party(ies) on any pole. If a Facility causes disallowed interference, and Licensee has been given written notice of the interference by Licensor, by a public safety agency or by any impacted third-party(ies), Licensee, at its own expense, shall take all reasonable steps necessary to correct and eliminate the interference, including, but not limited to, powering down the Facility and later powering up the Facility for intermittent testing, if necessary. Licensor may terminate a Permit for a Facility based on disallowed interference if Licensee is not making a good faith effort to remedy the problem in a manner consistent with the abatement and resolution procedures for interference with public safety spectrum established by the FCC including 47 CFR 22.970 through 47 CFR 22.973 and 47 CFR 90.672 through 47 CFR 90.675, or in a commercially reasonable manner for abatement and resolution with regard to the Utilities or equipment owned or operated by any adversely-impacted third-party(ies) on a pole.

VII. Condition of Premises

Where the Premises includes one or more Licensor-owned poles, Licensor covenants that it will keep the poles in good repair as required by all federal, state, county and local laws. If the Licensor fails to make such repairs including maintenance within ninety (90) days, of any notification to Licensor, the Licensee shall have the right to cease making any continued or future payments to Licensor with regard to the affected poles until affected poles are repaired to good repair. If Licensor fails to make repairs or necessary maintenance to affected poles, then Licensee may terminate specific Permit(s) and remove its Facilities.

VIII. Annual Recurring Fees

Over and above, and different from any Permit Application fees, an Annual Recurring Fee of two hundred and seventy dollars (\$270) shall and must be paid by

Licensee for each Facility installed within the rights-of-way and/or on a pole. Licensee shall and must pay the initial Annual Recurring Fee upon issuance of each Permit, and that initial Annual Recurring Fee shall and will be prorated by the percentage of the calendar year that still remains. With regard to each future year, Licensee shall and must pay each Annual Recurring Fee prior to December 31st of each year. The Licensors shall send to Licensee (at the address specified in Section XIX) an invoice for such amount at least sixty (60) days before such amount becomes due.

IX. Default

- A. In the event there is a breach by a Party with respect to any of the provisions of this Agreement or obligations under it, the non-breaching Party shall give the breaching Party written notice of such breach. After receipt of such written notice, the breaching Party shall have thirty (30) days in which to cure any breach, provided the breaching Party shall have such extended period, as may be required beyond 30 days, if the breaching Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues to cure to completion. The non-breaching Party may maintain any action or affect any remedies for default against the breaching Party subsequent to the 30-day cure period, as potentially extended as provided in this paragraph.
- B. In the event of a default without cure by either Party with respect to a material provision of this Agreement, the non-defaulting Party may terminate the applicable Permit.
- C. The exclusive jurisdiction for any action regarding this Agreement or the obligations under it shall be the Yakima County Superior Court, State of Washington. This Agreement shall be exclusively interpreted and enforced according to the internal laws of the State of Washington (not including any conflict of law and/or choice of law provisions), except as expressly stated otherwise within any provision of this Agreement. This Agreement shall be deemed jointly-drafted, and any ambiguity or mistake shall not by operation of law be automatically construed or imposed against either Party for any reason. In the event of any action between the parties, including any appeals, the non-prevailing party or substantially-non-prevailing party shall and will be obligated to pay and reimburse the reasonable costs and attorneys' fees incurred by the prevailing party or substantially-prevailing party.

X. Damaged Poles and Facilities

If a Licensors Pole is damaged or downed for any reason, and as a result is not able to safely hold the Facilities, the Licensors will repair or replace Licensors' Pole within thirty (30) days of notice or knowledge of the damage. If Licensors becomes aware of

damage to a Licensor Pole that supports Licensee's Facilities, Licensor shall notify Licensee's Network Operations Center at (800) 510-6091 as soon as practicable. The parties will use reasonable efforts to coordinate any necessary responses. In the event of any damage to a Licensor Pole that impacts Licensee's use of the Licensor Pole, Licensee may, with Licensor's prior approval, which shall not be unreasonably withheld, repair or replace the Licensor Pole with a like-kind Licensor Pole at Licensee's own expense, less the reasonable costs of labor and materials, including pole cost; provided however that all work to replace the pole must occur pursuant to specifications that are approved by a licensed structural or engineering professional and must conform to all applicable laws, regulations and standards that apply in the city with regard to such type of pole.. Licensee may reinstall its Facilities after a damaged Licensor Pole has been repaired or replaced. Licensee may temporarily use an alternative location reasonably acceptable to the Parties during repair or restoration of a Licensor Pole, provided that Licensee's temporary use of such alternate location does not interfere with or frustrate any Utilities or equipment owned or operated by any third-party(ies). Licensee acknowledges and agrees that Licensee, subject to Section XII, bears all costs for relocation or replacement of its Facilities and Licensee's Poles, and materials installed in the rights-of-way or on Licensor's Poles pursuant to this Agreement.

XI. Insurance

The Parties shall carry and maintain, at their own respective cost and expense, the following insurances: Commercial Workers' Compensation Insurance as required by law; Commercial General Liability Insurance with a minimum combined single limit of Five Million Dollars (\$5,000,000) covering personal injury and property damage, completed operations, independent Licensees and contractual liability (which may be provided in any combination of primary and excess coverage); Employer's Liability Insurance with a minimum combined single limit of One Million Dollars (\$1,000,000); and Commercial Automobile Liability Insurance for any motor vehicle, covering bodily injury and property damage with a minimum combined single limit of Two Million Dollars (\$2,000,000). Licensor may obtain such insurances via one or more risk pools, including, but not limited to, the Washington Cities Insurance Authority (WCIA).

XII. Indemnification

Each Party shall defend, indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to, or caused by, the negligence or willful misconduct of the indemnified Party, its employees, contractors or agents. The indemnified Party shall provide the

indemnifying Party with prompt, written notice of any received claim or demand that it believes triggers any obligation by the indemnifying Party.

XIII. Limitation of Liability

Neither Party shall be liable to the other for consequential, indirect, special or punitive damages, including, but not limited to, lost revenue, loss of equipment, interruption or loss of service, or loss of data.

XIV. Environmental Warranty

Licensor hereby represents and warrants to Licensee that Licensor has never generated, stored, handled or disposed of any hazardous waste or hazardous substances upon the Premises, and that Licensor has no knowledge of such uses historically having been made of the Premises or such substances historically having been introduced thereupon. Notwithstanding the foregoing, Licensor agrees to protect, indemnify and hold harmless Licensee from and against any claims or losses arising out or related to the presence or release of any hazardous substances at, on or beneath the Premises, whether existing prior to the date hereof or migrating onto the Premises during any portion of the Master Initial Term or any Master Renewal Term(s), except to the extent caused by a spill or release of hazardous substances specifically brought on the Premises by or for the benefit of Licensee.

XV. Assignment

Neither Party will have the right to assign or transfer its rights or obligations pursuant to this Agreement without the prior written consent, such consent not to be unreasonably withheld, conditioned or delayed, of the other Party, except that Licensee may assign or transfer this Agreement: to an affiliate, subsidiary, Parent Corporation or a company that controls a majority of Licensee's assets, whether by acquisition or merger or transfer of FCC license to operate a wireless voice/data services. The terms and conditions of this Agreement will inure to the benefit of, and will be binding upon, each Party's successors and permitted assigns.

XVI. Entire Agreement

This Agreement and each Permit constitutes the entire agreement and understanding of the Parties, and supersedes all offers, negotiations and other agreements related thereto. There are no representations or understandings of any kind related thereto not set forth therein. Both Parties acknowledge and agree that neither has relied on any estimates of the potential number of Facilities that may be licensed or potential rental amounts under this Agreement as an inducement to enter into this Agreement and that any such estimates shall not constitute a representation

or warranty. Any amendments to this Agreement must be in writing and executed by both Parties.

XVII. Force Majeure

The obligations hereunder of a Party will be suspended while and to the extent that such Party is prevented from complying herewith in whole or in part by any event beyond the reasonable control of such Party, which for purposes of this Agreement will include acts of God, earthquakes, unavoidable accidents, laws, rules, regulations or orders of government authorities (including travel advisories, warnings or bans by a federal or international health agencies), acts of war (declared or not), terrorism, hostilities, blockades, civil disturbances, disease outbreaks, epidemics and quarantines, embargoes, or any other similar event or cause that could not reasonably be avoided by such Party, including by maintenance of reasonable disaster recovery measures.

XVIII. Compliance with Laws

Each Party shall comply with all applicable federal, state and local laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits and building codes.

XIX. Notices

Notices permitted or required under this Agreement related to the following matters, must be in writing and delivered by personal delivery, by certified mail or by overnight carrier mail, return receipt requested to the recipient Party at the addresses below set forth: (a) notices of default; (b) notices intended to amend this Agreement; and (c) notices of termination. All other notices may also be delivered by electronic mail and will be deemed given upon personal electronic reply acknowledging receipt.

LICENSOR:

City of Selah, Washington
City Administrator
115 West Naches Avenue
Selah, Washington 98942

Copy to:

City of Selah, Washington
City Attorney

115 West Naches Avenue
Selah, Washington 98942

LICENSEE:

Yakima MSA Limited Partnership
Attention: Real Estate Lease Administration
8410 W. Bryn Mawr Avenue
Chicago, Illinois 60631

Copy to:

USCC Services, LLC
Attention: Real Estate Lease Administration
8410 W. Bryn Mawr Avenue
Chicago, Illinois 60631

Any Party hereto may, by giving five (5) days written notice to other in the manner herein stated, designate any other address in substitution of an address shown above to which notices shall be given.

XX. Severability

If any of the provisions contained in this Agreement are for any reason held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement will be enforceable to the maximum extent possible.

XXI. Electronic Signature

This Agreement may be executed using facsimile, scanned email or electronic signatures, and each facsimile or electronic version of the Agreement shall have the same legally binding effect as an original paper version.

[END OF AGREEMENT – SIGNATURE PAGE TO FOLLOW]

SIGNATURE PAGE TO
MASTER LICENSE AGREEMENT

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereto have executed this Agreement as of the dates below.

LICENSOR: City of Selah, Washington

LICENSEE: Yakima MSA Limited
Partnership
By: United States Cellular Operating
Company of Yakima
Its: General Partner

Signature: Sherry Raymond

Signature: Michael C. Dickover

Name: SHERRY Raymond

Name: Michael C. Dickover

Title: MAYOR

Title: Category Manager

Date: July 25, 2023

Date: JUNE 29, 2023

ORIGINAL

Yakima Herald-Republic

PO Box 9668
Yakima, WA 98909

YAKIMA HERALD-REPUBLIC

WE TELL YOUR STORIES YAKIMAHERALD.COM

City Of Selah
Treesa Morales
115 W Naches Avenue
Selah, WA 98942
USA

Order Confirmation

Order #:	59663
Order Ref #:	
Date:	7/14/2023
Advertiser #:	23209
Advertiser Name:	City Of Selah
Agency #:	
Agency Name:	
Account Manager:	Simon Sizer ssizer@yakimaherald.com

\$ 140.00

Ad No.	Date	Description	Position	Format
346558	7/16/2023	CITY COUNCIL FOR THE CITY OF SELAH, WASHINGTON The following Resolution was adopted on Tuesday, July 11, 2023 at the Regular C	Yakima Herald Republic Broadsheet - CL-Legals	1.67 x 9.97 in x 1.0000 col.
346559	7/16/2023	CITY COUNCIL FOR THE CITY OF SELAH, WASHINGTON The following Resolution was adopted on Tuesday, July 11, 2023 at the Regular C	Yakima Herald Republic CL Online - CL-Legals	1.67 x 9.97 in x 1.0000 col.

Summary

Total Net Amount	\$ 140.00
Taxes	\$ 0.00
Total Amount	\$ 140.00

Remittance Address:

Yakima Herald-Republic
PO Box 9668
Yakima, WA 98909
Tel: (206) 464-2550

Yakima Herald-Republic

PO Box 9668
Yakima, WA 98909



Classified Category: Legals|Public Notices

**CITY COUNCIL FOR THE
CITY OF SELAH,
WASHINGTON**

The following Resolution was
adopted on Tuesday, July 11,
2023 at the Regular Council
Meeting:

Resolution #3031:
RESOLUTION DIRECTING
CITY STAFF TO PUBLISH
AN UNDERLYING
PROPOSED RESOLUTION
IN THE CITY'S DESIGNATED
OFFICIAL NEWSPAPER AS
NOTICE OF THE CITY'S
INTENT TO GRANT A
NONEXCLUSIVE
FRANCHISE FOR SMALL
CELL WIRELESS FACILITIES
TO YAKIMA MSA LIMITED
PARTNERSHIP ON JULY 25,
2023

WHEREAS, the entity known
as Yakima MSA Limited
Partnership desires to obtain a
nonexclusive franchise from
the City of Selah so that it can
locate small cell wireless
facilities on poles and rights-
of-way owned by the City; and

WHEREAS, state law –
specifically RCW 35A.47.040
– authorizes the City to grant
nonexclusive franchises for
such purpose; and

WHEREAS, a proposed
fourteen-page Master License
Agreement has been
negotiated between the two
parties, its terms are
acceptable to City staff, City
staff intends to present to the
City Council on July 25, 2023,
a Resolution that – if approved
– will authorize the Mayor to
sign the Agreement and
thereby grant the franchise;
and

WHEREAS, in an effort to
satisfy the prerequisites
established by RCW
35A.47.040 (2nd ¶), City staff
intends to publish a copy of
the proposed Resolution in the
City's designated official
newspaper, and the City
Council agrees that such
publishing should occur;

NOW THEREFORE, BE IT
RESOLVED BY THE CITY
COUNCIL OF THE CITY OF
SELAH, WASHINGTON, that
City staff is hereby directed to
publish a copy of the
underlying proposed
Resolution – which, if
approved, would authorize the
Mayor to sign the Master
License Agreement and
thereby grant the franchise –
in the City's designated official
newspaper.

(59663) July 16, 2023



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 7/25/2023

Agenda Number: 13-B

Action Item

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

From: Rocky D. Wallace, Public Works Director

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: \$57,040.45

Funding Source: 001 General, 110 Street, 111 Street Improvement, 411 Water, 415 Sewer

Background/Findings/Facts: The City desires to conduct crack sealing in multiple locations. The areas include City streets, the Public Works facility, the Police Station parking lot (which is a leased property), and the Carlon Park parking lot and interior pathway. The City – with the assistance by one of its retained engineering firms, Grey and Osborne, Inc. – solicited competitive sealed bids from interested contractors for such construction work. The received bids were opened and comparative evaluated at City Hall at approximately 10:00 a.m., on Tuesday, July 18, 2023. A total of three (3) bids were received, and the lowest bid was for the amount of \$57,040.45 as submitted by Northwest Striping & Sealing, LLC, of Yakima, WA. Such amount is approximately thirty-eight percent (38%) below Grey and Osborne's estimate of \$91,876.54. City staff recommends that the City award this project to Northwest Striping & Sealing, and that the Mayor be authorized to sign a three-page "Agreement" with such contractor. A copy of the Agreement is appended hereto (with its pages numbered as A-1 through A-3, because the Agreement is part of a larger package of contract documents) and its terms are acceptable to City staff.

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:

4/25/2023

Resolution No. 3004 authorizing the Mayor to sign "Task Order 1" with Grey and Osborne, Inc., for professional services related to the City's 2023 Crack Seal Project

RESOLUTION NO. 3035

RESOLUTION AUTHORIZING THE MAYOR SIGN A THREE-PAGE
AGREEMENT WITH NORTHWEST STRIPING & SEALING, LLC, FOR THE
CITY'S 2023 CRACK SEAL PROJECT

WHEREAS, the City desires to conduct crack sealing in multiple locations; and

WHEREAS, the City – with assistance by the City's retained engineering firm of Gray and Osborn, Inc. – solicited competitive sealed bids from interested contractors for such construction work, comparatively evaluated the received bids, and determined the lowest qualified bidder to be Northwest Striping & Sealing, LLC, of Yakima, Washington; and

WHEREAS, the City desires to award this project to Northwest Striping & Sealing, and to enter into a construction contract for the overall total cost of \$57,040.45; and

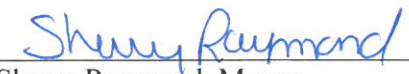
WHEREAS, a written "Agreement" measuring three total pages (which pages are numbered A-1 through A-3 because the Agreement will be part of a larger total package of contract documents which package will include the specifications, bid material, and other items) has been prepared, and the terms of the proposed Agreement are acceptable to City staff;

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 three-page Agreement with Northwest Striping & Sealing, 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.


PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 25th day of July, 2023.

ATTEST:


Dale Novobielski, Clerk Treasurer


Sherry Raymond, Mayor

APPROVED AS TO FORM:


Rob Case, City Attorney



July 18, 2023

Mr. Rocky Wallace
Public Works Director
222 S. Rushmore Road
Selah, Washington 998942

SUBJECT: REVIEW OF BIDS, 2023 CRACK SEAL
CITY OF SELAH, YAKIMA COUNTY, WASHINGTON
G&O #23837

Dear Mr. Wallace:

On July 18, 2023, the City of Selah received three responsive bids for the 2023 Crack Seal. The responsive bids ranged from \$57,040.45 to \$146,897.87. The Engineer's Estimate was \$91,876.54. Each proposal was checked for correctness of extensions of the prices per unit and the total price. No corrections were made. We have provided a bid summary with this letter. The bidders and their respective bid amounts, including sales tax where applicable, are as follows:

- | | | |
|----|--|--------------------|
| 1. | Northwest Striping & Sealing, LLC (Yakima, WA) | \$57,040.45 |
| | Engineer's Estimate | \$91,876.54 |
| 2. | Stripe Rite, Inc. (Yakima, WA) | \$103,315.10 |
| 3. | Central Paving, LLC (Ellensburg, WA) | \$146,897.87 |

The lowest responsive bidder, Northwest Striping & Sealing, LLC of Yakima, WA, is currently a Washington State registered and licensed contractor and appears to have the relevant qualifications and experience to successfully perform the work the project will require. To our knowledge, the lowest bidder has not claimed bid error and no formal bidding protests have been recorded. In accordance with RCW 39.04, we have verified the lowest bidder, Northwest Striping & Sealing, LLC of Yakima, WA, has met the responsibility criteria. The Mandatory Bidder Responsibility Checklist, including documentation, is attached for the City's file. We have also reviewed the Supplemental Bidder Criteria information submitted by Northwest Striping & Sealing, LLC and they appear to meet the requirements of the Supplemental Bidder Responsibility Criteria.



Mr. Rocky Wallace
July 18, 2023
Page 2

Based on our evaluation, we recommend that the project be awarded to the lowest responsive, responsible bidder:

Northwest Striping & Sealing, LLC
839 N. Corriedale Rd
Yakima, WA 98901

Please contact us if you have any questions and/or require additional information.

Sincerely,

GRAY & OSBORNE, INC.

A handwritten signature in cursive script, appearing to read 'Tim DeVries'.

Tim DeVries, P.E.

TDV/cah
Encl.
By email

Mandatory Bidder Responsibility Checklist

The following checklist will be used in documenting that a Bidder meets the mandatory responsibility criteria. The Engineer should print a copy of documentation from the appropriate website to include with this checklist in the contract file.

General Information	
Owner/Project Name: City of Selah/ 2023 Crack Seal	Project Number: 23837
Bidder's Business Name: Northwest Striping/Sealing LLC	Bid Submittal Deadline: 10:00 a.m. 7/18/2023
Contractor Registration	
https://secure.lni.wa.gov/verify/ License Number: NORTHSL897DW	Status: Active: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Effective Date (must be effective on or before Bid Submittal Deadline): 03/16/2011	Expiration Date: 04/12/2025
Current UBI Number	
https://secure.lni.wa.gov/verify/ UBI Number: 603 080 557	Account: Open <input checked="" type="checkbox"/> Closed <input type="checkbox"/>
Industrial Insurance Coverage/Worker Compensation	
https://secure.lni.wa.gov/verify/ Account Number: 212,777-01	Account Current: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Employment Security Department Number	
Employment Security Department Number: 432656007	
<ul style="list-style-type: none"> • Has Bidder provided account number on the Bid Form? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> • And/or have you asked the Bidder for documentation from Employment Security Department on account number? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 	
State Excise Tax Registration Number	
https://secure.lni.wa.gov/verify/ Tax Registration Number: 27-4709238	Account: Open <input checked="" type="checkbox"/> Closed <input type="checkbox"/>
Certification of Compliance with Wage Payment Statutes Clause Signed	
(See Proposal for Required Clause or Signed Certification Form) Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Not Disqualified from Bidding	
https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx	
Is the Bidder listed on the "Contractors Not Allowed to Bid" list of the Department of Labor and Industries? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Public Works Requirements Training	
https://secure.lni.wa.gov/verify/	
Contractor: Is Exempt from this Requirement <input checked="" type="checkbox"/> Has Completed Training <input type="checkbox"/> Has Not Completed Training <input type="checkbox"/>	
Excluded Parties Listing System (Federal Funded Projects)	
https://www.sam.gov/	
Does the Bidder have an Active Exclusion? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Checked by:	
Name: Tim DeVries, P.E.	Date: July 18, 2023

Contractors

[Back](#)

[Collapse Print](#)

NORTHWEST STRIPING/SEALING LLC

Owner or tradesperson

Principals

WEBSTER, CHASE DEAN, PARTNER/MEMBER

WEBSTER, JENNIFER

DARLENE, PARTNER/MEMBER

WEBSTER, MARY C, PARTNER/MEMBER

(End: 06/16/2014)

WEBSTER, KIM M, AGENT

(End: 06/16/2014)

839 N CORRIEDALE RD

YAKIMA, WA 98901

509-952-3966

YAKIMA County

Doing business as

NORTHWEST STRIPING/SEALING LLC

WA UBI No.

603 080 557

Business type

Limited Liability Company

Governing persons

CHASE

CHASE

WEBSTER

JENNIFER DARLENE WEBSTER;

License

Verify the contractor's active registration / license / certification (depending on trade) and any past violations.

Construction Contractor

Active

Meets current requirements.

License specialties

GENERAL

License no.

NORTHSL897DW

Effective — expiration

03/16/2011— 04/12/2025

Bond

Travelers Cas and Surety Co of America

\$12,000.00

Bond account no.

107036740

Received by L&I

01/23/2019

Effective date

01/24/2019

Expiration date

Until Canceled

Bond history

Insurance

Western National Assur Co

\$1,000,000.00

Policy no.

CPP1213728

Received by L&I

05/30/2023

Effective date

05/27/2023

Expiration date

05/27/2024

Insurance history

Savings

No savings accounts during the previous 6 year period.

Lawsuits against the bond or savings

No lawsuits against the bond or savings accounts during the previous 6 year period.

L&I Tax debts

No L&I tax debts are recorded for this contractor license during the previous 6 year period, but some debts may be recorded by other agencies.

License Violations

No license violations during the previous 6 year period.

Certifications & Endorsements

OMWBE Certifications

Disadvantaged Business Enterprise (DBE)

Minority Business Enterprise (MBE)

Apprentice Training Agent

No active Washington registered apprentices exist for this business. Washington allows the use of apprentices registered with Oregon or Montana. Contact the Oregon Bureau of Labor & Industries or Montana Department of Labor & Industry to verify if this business has apprentices.

Workers' Comp

Do you know if the business has employees? If so, verify the business is up-to-date on workers' comp premiums.

This company has multiple workers' comp accounts.

Active accounts

L&I Account ID

212,777-01

Account is current.

Doing business as

NORTHWEST STRIPING & SEALING L

Estimated workers reported

Quarter 1 of Year 2023 "7 to 10 Workers"

L&I account contact

T2 / DALE RIUTTA (360) 902-4834 - Email: RIUD235@lni.wa.gov

Track this contractor ?

Public Works Requirements

Verify the contractor is eligible to perform work on public works projects.

Required Training-- Effective July 1, 2019

Exempt from this requirement.

Contractor Strikes

No strikes have been issued against this contractor.

Contractors not allowed to bid

No debarments have been issued against this contractor.

Workplace Safety & Health

Check for any past safety and health violations found on jobsites this business was responsible for.

No inspections during the previous 6 year period.

Debarred Contractors List

A debarred contractor may not bid on, or have a bid considered on, any public works contract. You can search and filter this list using the options presented below.

Company Name:

WA UBI Number:

License Number:

Principal:

RCW: All

From: To:

Penalty Due:

All

Wage Due:

All

[Ⓐ]

Show per page

Showing 0 records

FirstPreviousNextLast

Company Name	UBI	License	Principals	Status	RCW	Debar Begins	Debar Ends	Penalty Due	Wages Due
--------------	-----	---------	------------	--------	-----	--------------	------------	-------------	-----------

There are no records that match your search criteria.

Show per page

Showing 0 records

FirstPreviousNextLast

APPENDIX A

SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA FORMS 2023 CRACK SEAL

These forms shall be completed in their entirety and submitted by the apparent two lowest Bidders to the City of Selah by 12:00 p.m. (noon) of the second business day following the bid submittal deadline.

Failure to submit and meet the requirements as stated in Section 1-02 of the Special Provisions shall be grounds for rejection of the bid. The City of Selah will be the sole judge in determining if the prospective contractor meets the minimum experience requirements.

Contractor:

Name: Northwest Asphalt Striping and Sealing
Address: 839 N Corriedale Rd Yakima, WA 98901
Phone: 509-452-0170
Contact Person: Nikhil Lizotte

2. Delinquent State Taxes

Instructions to Bidders: Check the appropriate box

- ☒ The Bidder does not owe delinquent taxes to the Washington State Department of Revenue.
- ☐ Alternatively, the Bidder does owe delinquent taxes to the Washington State Department of Revenue.

If the Bidder owes delinquent taxes, they must submit a written payment plan approved by the Department of Revenue, to the Contracting Agency.

7-17-23
(Date)

Nikhil Lizotte
(Signature)

Nikhil Lizotte
(Print Name)

Estimator
(Title)

3. Subcontractor Responsibility:

Instructions to Bidders: Check all boxes that apply

- ☒ The Bidder's standard subcontract form includes the subcontractor responsibility language required by RCW 39.06.020.
- ☒ The Bidder has a procedure for validating the responsibility of subcontractors with which the Bidder contracts.
- ☒ The Bidder's subcontract form includes a requirement that each of its subcontractors shall have and document a similar procedure to determine whether the sub-tier subcontractors with whom it contracts are also "responsible" subcontractors as defined by RCW 39.06.020.

If the Bidder is unable to check all of the above boxes, provide an explanation as to how the bidder will comply with RCW 39.06.020.

7-17-23
(Date)

Nikhil Lizotte
(Signature)

Nikhil Lizotte
(Print Name)

Estimator
(Title)

4. Claims Against Retainage and Bonds:

Instructions to Bidders: Check the appropriate box

- ☒ The Bidder has not had claims against retainage and bonds in the 3 years prior to the bid submittal date.
- ☐ Alternatively, the Bidder has had claims against retainage and bonds in the 3 years prior to the bid submittal date.

If the Bidder has had claims against retainage and bonds in the 3 years prior to the bid submittal date, submit a list of public works projects completed during this period that have had claims against retainage and bonds and include name of Project, contact information for the Owner, a list of claims filed against retainage and/or payment bond for any of the projects listed; and a written explanation of circumstances surrounding each claim and the ultimate resolution of the claim.

7-17-23
(Date)

Nikhil Lizotte
(Signature)

Nikhil Lizotte
(Print Name)

Estimator
(Title)

5. Public Bidding Crime:

Instructions to Bidders: Check the appropriate box

- ☒ The undersigned certifies that the Bidder and/or its Owners have not been convicted of a crime involving bidding on a public works contract in the 5 years prior to the bid submittal date.
- ☐ Alternatively, the undersigned confirms that the Bidder and/or its Owners have been convicted of a crime involving bidding on a public works contract in the 5 years prior to the bid submittal date.

If the Bidder and/or its Owners have been convicted of a crime involving bidding on a public works contract, provide a written explanation identifying the date of the conviction and a description of the circumstances surrounding the conviction.

7-17-23
(Date)


(Signature)

Nikhil Lizotte
(Print Name)

Estimator
(Title)

6. Termination for Cause/Termination for Default

Instructions to Bidders: Check the appropriate box

- ☒ The undersigned certifies that the Bidder has not had any public works contracts terminated for cause or terminated for default by a government agency in the 5 years prior to the bid submittal date.
- ☐ Alternatively, the undersigned confirms that the Bidder has had public works contracts terminated for cause or terminated for default by a government agency in the 5 years prior to the bid submittal date.

If the Bidder has had any public works contracts terminated for cause or terminated for default in the 5 years prior to the bid submittal date, provide a written explanation for all contracts terminated for cause or terminated for default by identifying the project contract that was terminated, the government agency which terminated the Contract, the date of the termination, and a description of the circumstances surrounding the termination.

7-17-23
(Date)


(Signature)

Nikhil Lizotte
(Print Name)

Estimator
(Title)

7. **Lawsuits**

Instructions to Bidders: Check the appropriate box

- ☒ The undersigned certifies that the Bidder has not had any lawsuits with judgments entered against the Bidder in the 5 years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts.
- ☐ Alternatively, the undersigned confirms that the Bidder has had any lawsuits with judgments entered against the Bidder in the 5 years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts.

If the Bidder has had any lawsuits with judgments entered against the Bidder in the 5 years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, submit a list of lawsuits along with a written explanation of the circumstances surrounding each lawsuit. The Contracting Agency shall evaluate these explanations to determine whether the lawsuits demonstrate a pattern of failing to meet the terms of contracts.

7-17-23
(Date)


(Signature)

Nikhil Lizotte
(Print Name)

Estimator
(Title)

8. **Contract Time (Liquidated Damages)**

Instructions to Bidders: Check the appropriate box

- ☒ The undersigned certifies that the Bidder has not had liquidated damages assessed on any project it has completed in the 5 years prior to the bid submittal date.
- ☐ Alternatively, the undersigned confirms that the Bidder has had liquidated damages assessed on projects in the 5 years prior to the bid submittal date.

If the Bidder has had liquidated damages assessed against projects in the 5 years prior to the bid submittal dated, submit a list of projects along with Owner contact information, and number of days assessed liquidated damages. The Contracting Agency shall determine whether the Contractor has a pattern of failing to complete projects within Contract Time.

7-12-23
(Date)

Nikhil Lizotte
(Signature)

Nikhil Lizotte
(Print Name)

Estimator
(Title)

9. Capacity and Experience

The Bidder shall have sufficient current capacity and the Project Superintendent assigned to the Project shall have experience to meet the requirements of this Project. The Bidder and Project Superintendent shall have successfully completed at least two projects as the prime contractor, of a similar size and scope, during the 5-year period immediately preceding the bid submittal deadline for this project. Similar size is defined as a minimum of 70 percent of the bid amount submitted by the Bidder.

A. Capacity

- i. Gross dollar amount of work currently under contract:

- ii. Gross dollar amount of contracts currently not completed:

- iii. List five major pieces of equipment which are anticipated to be used on this project by the Contractor and note which items are owned by the Contractor and which are to be leased or rented from others:

- iv. Number of superintendents on Bidder's staff:

B. Experience

- i. General character of work performed by firm:

Asphalt Crack Sealing & Asphalt Seal Coating

- ii. Identify who will be the superintendent on this project and years of experience. Also, list the number of years this person has been with your firm.

Mike Verd 20+ years of Experience.

- iii. Similar Size and Scope Projects Completed in the Past 5 Years

#1 Owner's Name and Contact Information: Wallace Properties

Owner is a Government Agency? ☐ Yes ☒ No

Superintendent's Name: _____

Project Name: Gateway Center North

Awarded Contract Amount: _____

Final Contract Amount: 50,856.85

Completion Date: _____

Project Description: Crack Seal & Seal Coat

#2 Owner's Name and Contact Information: All Nations Center

Owner is a Government Agency? ☐ Yes ☒ No

Superintendent's Name:

Project Name: All Nations Center

Awarded Contract Amount:

Final Contract Amount: \$6924.99

Completion Date:

Project Description: Crack Seal - Seal Coat

#3 Owner's Name and Contact Information: Thermoforming Systems LLC

Owner is a Government Agency? Yes X No

Superintendent's Name: _____

Project Name: Thermoforming Systems LLC

Awarded Contract Amount:

Final Contract Amount: \$ 33,030.66

Completion Date:

Project Description: Crack Seal - Seal Coat

BIDDER		ENGINEER'S ESTIMATE				NORTHWEST ASPHALT				STRIPE RITE, INC.				CENTRAL PAVING, LLC			
BIDDER ADDRESS						STRIPING & SEALING, LLC				2200 INDUSTRY LANE				1410 W. DOLARWAY RD			
						839 N. CORRIEDALE RD				YAKIMA, WA 98901				ELLENSBURG, WA 98926			
WASHINGTON STATE WORKMAN'S COMP. ACCT. NO.						212.770-01				477.182-01				522.343-00			
WASHINGTON STATE CONTRACTOR'S REG. NUMBER						NORTHSLS897DW				STRIPRI121JM				CENTRPL586RJ			
BID BOND OR OTHER GOOD FAITH TOKEN						5% BID BOND				5% BID BOND				5% BID BOND			
NO.	ITEM	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT			
SCHEDULE A: STREETS																	
1	Mobilization, Cleanup, and Demobilization	1 LS	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00	\$6,135.00	\$6,135.00	\$4,250.00	\$4,250.00				\$4,250.00			
2	Project Temporary Traffic Control	1 LS	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00	\$7,590.00	\$7,590.00	\$15,400.00	\$15,400.00				\$15,400.00			
3	Crack Sealing	14,640 LF	\$1.20	\$17,568.00	\$0.65	\$9,516.00	\$1.75	\$25,620.00	\$4.15	\$60,756.00				\$60,756.00			
	Subtotal (Schedule A)			\$27,568.00		\$11,516.00		\$39,345.00		\$80,406.00				\$80,406.00			
	Sales Tax @ 0% (Per W.S. Revenue Rule 171)			\$0.00		\$0.00		\$0.00		\$0.00				\$0.00			
	TOTAL CONSTRUCTION COST (SCHEDULE A)			\$27,568.00		\$11,516.00		\$39,345.00		\$80,406.00				\$80,406.00			
SCHEDULE B: CARLON PARK																	
1	Crack Sealing	9,280 LF	\$1.20	\$11,136.00	\$0.65	\$6,032.00	\$1.35	\$12,528.00	\$2.46	\$22,828.80				\$22,828.80			
	Subtotal (Schedule B)			\$11,136.00		\$6,032.00		\$12,528.00		\$22,828.80				\$22,828.80			
	Sales Tax @ 8.3%			\$924.29		\$500.66		\$1,039.82		\$1,894.79				\$1,894.79			
	TOTAL CONSTRUCTION COST (SCHEDULE B)			\$12,060.29		\$6,532.66		\$13,567.82		\$24,723.59				\$24,723.59			
SCHEDULE C: POLICE DEPARTMENT																	
1	Crack Sealing	760 LF	\$1.20	\$912.00	\$0.65	\$494.00	\$1.35	\$1,026.00	\$2.46	\$1,869.60				\$1,869.60			
	Subtotal (Schedule C)			\$912.00		\$494.00		\$1,026.00		\$1,869.60				\$1,869.60			
	Sales Tax @ 8.3%			\$75.70		\$41.00		\$85.16		\$155.18				\$155.18			
	TOTAL CONSTRUCTION COST (SCHEDULE C)			\$987.70		\$535.00		\$1,111.16		\$2,024.78				\$2,024.78			
SCHEDULE D: PUBLIC WORKS FACILITY																	
1	Crack Sealing	2,610 LF	\$1.20	\$3,132.00	\$0.65	\$1,696.50	\$1.35	\$3,523.50	\$2.46	\$6,420.60				\$6,420.60			
2	Seal Coat	8,400 SY	\$2.00	\$16,800.00	\$1.53	\$12,852.00	\$1.90	\$15,960.00	\$1.37	\$11,508.00				\$11,508.00			
	Subtotal (Schedule D)			\$19,932.00		\$14,548.50		\$19,483.50		\$17,928.60				\$17,928.60			
	Sales Tax @ 8.3%			\$1,654.36		\$1,207.53		\$1,617.13		\$1,488.07				\$1,488.07			
	TOTAL CONSTRUCTION COST (SCHEDULE D)			\$21,586.36		\$15,756.03		\$21,100.63		\$19,416.67				\$19,416.67			

DATE: JULY 2023
DRAWN: CAH
CHECKED: TDV
APPROVED: TDV

NO.	ITEM	QUANTITY	ENGINEER'S ESTIMATE		NORTHWEST ASPHALT STRIPING & SEALING, LLC		STRIPE RITE, INC.		CENTRAL PAVING, LLC		
			UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	
ADDITIVE ITEM 1: CARLON PARK SEALING											
1	Seal Coat	13,700 SY	\$2.00	\$27,400.00	\$1.53	\$20,961.00	\$1.90	\$26,030.00	\$1.37	\$18,769.00	
	Subtotal (Additive 1)			\$27,400.00		\$20,961.00		\$26,030.00		\$18,769.00	
	Sales Tax @ 8.3%			\$2,274.20		\$1,739.76		\$2,160.49		\$1,557.83	
	TOTAL CONSTRUCTION COST (ADDITIVE 1)			\$29,674.20		\$22,700.76		\$28,190.49		\$20,326.83	
	TOTAL CONSTRUCTION COST, SCHEDULE A			\$27,568.00		\$11,516.00		\$39,345.00		\$80,406.00	
	TOTAL CONSTRUCTION COST, SCHEDULE B			\$12,060.29		\$6,532.66		\$13,567.82		\$24,723.59	
	TOTAL CONSTRUCTION COST, SCHEDULE C			\$987.70		\$535.00		\$1,111.16		\$2,024.78	
	TOTAL CONSTRUCTION COST, SCHEDULE D			\$21,586.36		\$15,756.03		\$21,100.63		\$19,416.67	
	TOTAL CONSTRUCTION COST, ADDITIVE ITEM 1			\$29,674.20		\$22,700.76		\$28,190.49		\$20,326.83	
	TOTAL CONSTRUCTION COST, SCHEDULES A, B, C, D, AND ADDITIVE ITEM 1			\$91,876.54		\$57,040.45		\$103,315.10		\$146,897.87	
	Scaled bids were opened at the City of Selah, 115 West Naches Avenue, Selah, Washington 98942 on Tuesday, July 18, 2023, at 10:00 a.m. (local time).										
	I hereby certify that, to the best of my knowledge, the above tabulations are true and correct transcriptions of the unit prices and total amounts bid.										
	<div>Tim DeVries</div>										
	TIM DEVRIES, P.E.										

DATE: JULY 2023
DRAWN: CAH
CHECKED: TDV
APPROVED: TDV

Page 2 of 2

CITY OF SELAH, WASHINGTON
2023 CRACK SEAL
GRAY & OSBORNE #23837

GRAY & OSBORNE, INC.
CONSULTING ENGINEERS

DATE: JULY 2023
DRAWN: CAH
CHECKED: TDV
APPROVED: TDV

AGREEMENT

THIS AGREEMENT is entered into by and between the **CITY OF SELAH** (hereinafter called the Owner) and _____ (hereinafter called the Contractor).

The Owner and the Contractor agree as follows:

ARTICLE 1. WORK.

This Contract provides for the crack sealing of various locations throughout the City including traffic control and other work all in accordance with the attached Contract Plans, these Special Provisions and the Standard Specifications.

ARTICLE 2. CONTRACT TIME.

The Contractor shall substantially complete the Work required by the Contract within 10 working days (the Substantial Completion Date) and physically complete the Work within 15 working days (the Physical Completion Date).

ARTICLE 3. LIQUIDATED DAMAGES.

The Owner and the Contractor recognize that time is of the essence and that the Owner will suffer financial loss if the Work is not completed within the time, plus any extensions thereof, allowed in accordance with the Contract. They also recognize the inconvenience, expense, and difficulties involved in a legal proceeding to prove the actual loss suffered by the Owner if the Work is not completed within the time allowed in the Contract. Accordingly, the Owner and the Contractor agree that as liquidated damages for delay, and not as a penalty, the Contractor shall pay the Owner (\$1,500.00) per day for each working day beyond the Substantial Completion Date until the Contractor achieves substantial completion of the Work and (\$1,000.00) per day for each working day beyond the Physical Completion Date until the Contractor achieves physical completion of the Work.

ARTICLE 4. CONTRACT PRICE.

The Owner shall pay the Contractor the amount(s) set forth in the Proposal (in United States dollars) for completion of the Work in accordance with the Contract.

ARTICLE 5. CONTRACT.

The Contract, which comprises the entire agreement between the Owner and the Contractor concerning the Work, consists of the following:

- This Agreement;
- The Contractor's Proposal including the bid, bid schedule(s), information required of bidder, Proposal bond, and all required certificates and affidavits;
- The Performance Bond and the Public Works Payment Bond;
- The Contract Provisions;
- The Plans (or drawings) consisting of _____ sheets, as listed in the index on sheet _____ of the Plans;
- Addenda numbers _____, inclusive; and
- Change Orders issued after the effective date of this Agreement.

There are no Contract Documents other than those listed in this Article 5. The Contract may be amended only in writing by Change Order as provided in the Contract.

ARTICLE 6. MISCELLANEOUS.

For purpose of indemnifying and defending any work place injury claims by employees of the Contractor and Subcontractors, the Contractor waives any immunity granted under the State Industrial Insurance Law, RCW Title 51. This waiver has been specifically negotiated between the parties and is hereby acknowledged by the Contractor.
_____(Contractor's initials)

The Contractor shall not assign any rights under or interests in the Contract, including but not limited to rights to payment, without the prior written consent of the Owner. Unless specifically stated in a written consent to an assignment, no assignment will release or discharge the Contractor-assignor from any duty or responsibility under the Contract.

The Contract is binding upon the Owner and the Contractor, and their respective partners, successors, assigns and legal representatives.

AGREEMENT – Continued

IN WITNESS WHEREOF, Owner and Contractor have caused this Agreement to be executed the day and year indicated below.

CITY OF SELAH

By _____

Date _____

CONTRACTOR

License No. _____

By _____

Title _____

Attest _____

Name and Address for giving notices (print)

INFORMATION ONLY

PUBLIC WORKS PERFORMANCE BOND
to CITY OF SELAH, WA

Bond No. _____

The **CITY OF SELAH**, Washington, (City) has awarded to _____ (Principal), a contract for the construction of the project designated as 2023 Crack Seal, in Selah, Washington (Contract), and said Principal is required under the terms of that Contract to furnish a bond for performance of all obligations under the Contract.

The Principal, and _____ (Surety), a corporation organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City in the sum of _____ US Dollars (\$ _____ amount to include sales tax) Total Contract Amount, subject to the provisions herein.

This statutory performance bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all the terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety agrees to indemnify, defend, and protect the City against any claim of direct or indirect loss resulting from the failure of the Principal, its heirs, executors, administrators, successors, or assigns (or any of the employees, subcontractors, or lower tier subcontractors of the Principal) to faithfully perform the Contract.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

The Surety agrees to be bound by the laws of the state of Washington and subjected to the jurisdiction of the state of Washington.

PRINCIPAL

SURETY

Principal Signature _____ Date _____

Surety Signature _____ Date _____

Printed Name _____

Printed Name _____

Title _____

Title _____

Local office/agent of Surety Company:

Name _____

Telephone _____

Address _____

PUBLIC WORKS PAYMENT BOND
to CITY OF SELAH, WA

Bond No. _____

The **CITY OF SELAH**, Washington, (City) has awarded to _____ (Principal), a contract for the construction of the project designated as 2023 Crack Seal, Selah, Washington (Contract), and said Principal is required under the terms of that Contract to furnish a payment bond in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

The Principal, and _____ (Surety), a corporation organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City, in the sum of _____ US Dollars (\$ _____ amount to include sales tax) Total Contract Amount, subject to the provisions herein.

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW Titles 60.28, 39.08, and 39.12 including all workers, laborers, mechanics, subcontractors, lower tier subcontractors, and material suppliers, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and all taxes incurred on said Contract under Title 50 and 51 RCW and all taxes imposed on the Principal under Title 82 RCW; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety agrees to indemnify, defend, and protect the City against any claim of direct or indirect loss resulting from the failure of the Principal, its heirs, executors, administrators, successors, or assigns, (or the subcontractors or lower tier subcontractors of the Principal) to pay all laborers, mechanics, subcontractors, lower tier subcontractors material persons, and all persons who shall supply such contractor or subcontractors with provisions and supplies for the carrying on of such work.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

The Surety agrees to be bound by the laws of the state of Washington and subjected to the jurisdiction of the state of Washington.

PRINCIPAL

SURETY

Principal Signature _____

Date _____

Surety Signature _____

Date _____

Printed Name _____

Printed Name _____

Title _____

Title _____

Local office/agent of Surety Company:

Name _____

Telephone _____

Address _____



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 7/25/2023

Agenda Number: **15.E.a**

Informational Item

Title: Minutes from June 20, 2023 Planning Commission Meeting

From: Jennifer Leslie, Building Permit Specialist

Action Requested: Informational - No Action Needed

Staff Recommendation: N/A

Board/Commission Recommendation: N/A

Fiscal Impact: N/A

Funding Source: N/A

Background/Findings/Facts: N/A

Recommended Motion: N/A

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).

Action Taken: None

City of Selah
Planning Commission Minutes
Of
June 20, 2023

A. Call to Order

Chairman Smith calls the meeting to order at 5:30 pm.

B. Roll Call

Members Present: Chairman Smith, Vice Chair Apodaca, Commissioners: Graf and Elliott.
Members Absent: Commissioner Chandler.
Staff Present: Jeff Peters, City Planner.
Guest: Tom Beckwith, present on Zoom.

C. Agenda Changes

D. Communications

1. Oral - None
2. Written - None

E. Approval of Minutes

1. Approval of minutes from June 6, 2023.

Chairman Smith asks for a motion to approve the minutes from the June 6, 2023 meeting.

Commissioner Graf motions to approve minutes.

Commissioner Elliott seconds.

Minutes are approved with a voice vote of 4-0.

F. Public Hearings

G. General Business

1. Old Business - None
2. New Business -

Mr. Peters introduces Tom with Beckwith Consulting to review the City of Selah Housing Action Plan Progress Report on Zoom.

Tom Beckwith presents a PowerPoint for the City of Selah Housing Action Plan Progress Report and Analysis.

Discussion takes place.

H. Reports/Announcements

1. Chairman - None
2. Commissioners - None
3. Staff -

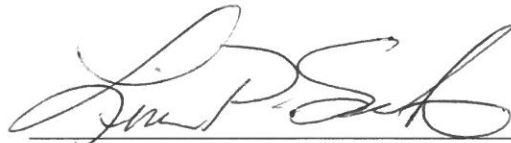
Mr. Peters shares the next Open House with Beckwith Consulting for the City of Selah Housing Action Plan will be on Zoom.

I. Adjournment

Commissioner Elliott motions to adjourn.

Commissioner Smith seconds.

Chairman Smith adjourns the meeting at 6:30pm with a voice vote of 4-0.

A handwritten signature in black ink, appearing to read 'Lisa Smith', written over a horizontal line.

Chairman, Lisa Smith

COUNCIL ROLL CALL LIST: Meeting Date: 7.25.2023

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

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

PASS

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

PASS

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

PASS

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

PASS

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

FAILS

DATE: 7.25.2023

DATE: 7.25.2023

[illegible]