



# SELAH CITY COUNCIL

## Regular Meeting

August 13, 2024

5:30 p.m.: Regular Scheduled Meeting

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

A yellow AIS cover page indicates an action item.

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



Selah City Council  
Meeting Date: August 13, 2024  
5:30 p.m.: Regular Meeting

Mayor:  
Mayor Pro Tempore  
and Councilmember:  
Councilmembers:

Roger Bell  
Kevin Wickenhagen  
Jared Iverson  
Elizabeth Marquis  
Clifford Peterson  
William Longmire  
Michael Costello  
David Monaghan  
Rich Huebner  
Rob Case  
Courtney McGarity

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

City Administrator:  
City Attorney:  
City Clerk

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## AGENDA

- 1) **Call to Order – Mayor Bell**
- 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 Josiah Shenk from Harvest Church**
- 6) **Announcement of changes, if any, from previously-published Agenda**
- 7) **Getting to know local businesses, agencies and/or people (up to 5 minutes total)**
- 8) **Comments from the public (up to 30 minutes total)**

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

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

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

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

- A. Pre-arranged oral comments (up to 5 minutes each):
  - Pattie Graffe – SDA
- 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**

- A. Promotion and Pinning Ceremony of Police Chief, Dustin Soptich

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. Courtney McGarity       \* Approval of Minutes from July 23, 2024 Council Meeting
- B. Kimberly Grimm       \* Approval of Claims & Payroll
- C. Jennifer Leslie       \* Approval of Minutes from June 18, 2024 Planning Commission Meeting
- D. Rocky Wallace       \* Resolution Authorizing the Mayor to Sign an Eleven-Page Small Works Contract with Northwest Striping & Sealing, LLC, for the 2024 Crack Seal Project
- E. Rocky Wallace       \* Resolution Authorizing the Mayor to Sign a Six-Page Contract and Package of Documents with Ascent Foundation & More, LLC, for the City’s East Goodlander Road Retaining Wall Reconstruction Project

11) **Public Hearings**

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

12) **General Business**

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

Mindy Clark – Review and Final Approval or Disapproval of SAFE Mural Design

- 13) **Resolutions**
  - A. Resolution Establishing the Date, Time and Location for a Public Hearing for Consideration of the “Southern Hill” Annexation, and Directing Publication and Posting of Notice
  - B. Resolution Authorizing the Mayor to Sign a Six-Page Police Chief Employment Contract with Dustin Soptich
- 14) **Ordinances – None**
- 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 board
- 16) **Executive Session – None**
- 17) **Closed Session – None**
- 18) **Adjournment**

Next Regular Meeting: August 27, 2024

Next Study Session: September 10, 2024





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

Meeting Date: 8/13/2024  
Agenda Number: 10A

Action Item

**Title:** Approval of Meeting Minutes from July 23, 2024 Council Meeting

**From:** Courtney McGarity, City Clerk

**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  
Regular Meeting Minutes  
July 23, 2024

**Call to Order**

Mayor Bell called the meeting to order at 5:30 p.m.

**Roll Call**

Councilmembers Present: David Monaghan, Clifford Peterson, Elizabeth Marquis, Michael Costello, Kevin Wickenhagen, William Longmire, Jared Iverson

Staff Present: Rich Huebner, City Administrator; Rob Case, City Attorney; Dustin Soptich, Interim Police Chief; Rocky Wallace, Public Works Director; Kimberly Grimm, Finance Director; Jeff Peters, Community Development Supervisor; Courtney McGarity, City Clerk

**Pledge of Allegiance was said by all in attendance**

**Invocation**

Don Cline provided prayer.

**Agenda Changes**

Moving item 9 up to accommodate those present for a limited time.

**Proclamations/Announcements**

- A. Community Pride Awards for Selah Aquatic Center – Aimee Ozanich, Jessica Cavanaugh, Braelyn Carter, Krysten Callahan, Juan DeDios Ramirez, Genesis Espinoza-Coleman, Nathan Oliphant, Elise Ozanich, Otis Peace, Katie Ramos, Caitlin Strand, Sarai Villa, Kiah Weiss
- B. Recognition of Eric Neumeyer’s time as Chaplain for the Selah Police Department

**Pre-Arranged Oral Comments from the Public**

- Pattie Graffe — SDA  
Introduction of 3 new board members; Economic Development, Outreach and Design meetings are coming up; discussions are underway for the upcoming Lighted Christmas Parade; SDA Board Meeting is schedule for August 12<sup>th</sup> at the Civic Center and this is open to the public.

**Oral Comments by People in Attendance**

- Lisa Gordon  
Spoke on concerns about transitional housing; asked for audio and/or visual of City Council Meetings on the City website

- Tim Whitworth  
Spoke on lack of City financial reports/updates on the City website

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

Mayor Bell presented the stipulations of the Consent Agenda.

**Approved Consent Agenda**

- A. Courtney McGarity \* Approval of Minutes from June 11, 2024 Council Meeting
- B. Kimberly Grimm \* Approval of Claims & Payroll
- C. Rocky Wallace \* Resolution Authorizing the Public Works Department to Purchase a New Generator for Well No. 6 and the Zone 3 Booster Pump Station

Councilmember Wickenhagen moved to approve the Consent Agenda. Councilmember Peterson seconded. Mayor Bell restated the motion and asked council for discussion. Hearing none, Mayor Bell requested a voice vote to approve the motion. Motion carries by voice vote.

**Resolutions**

- A. Chief Soptich Resolution Authorizing the Mayor to Accept Grant Funding of \$50,000 from the Washington Auth Theft Prevention Authority (WATPA), Enter into Agreement with Flock Safety for Additional License Plate Readers, Use the General Funds for the Entire Purchase, then Submit for Reimbursement from WATPA
- B. Chief Soptich Resolution Authorizing Purchase of Additional Flock Cameras

- A. Chief Soptich presented that the WAPTA Grant is to be used for 8 additional flock cameras, and that a tax in the amount of \$2,000 would be additional. Councilmember Costello inquired on the yearly cost. Chief Soptich stated that the \$52K is for a two-year contract, and after that the annual cost would be approximately \$26K. Councilmember Iverson inquired on the current number of cameras within the City. Chief Soptich responded that there are 8. Councilmember Longmire inquired on the cost per camera. Chief Soptich responded that the cost per camera is \$3K per year. Councilmember Marquis inquired about the designated locations of the new cameras. Chief Soptich responded that the plan is to have the cameras centrally located at some of the main intersections including Naches, Fremont, as well as locations at the exit/entrances to the city. Councilmember Wickenhagen moved to approve the Resolution. Councilmember

Costello seconded. Following a roll call vote by Ms. McGarity, all are in favor, and the motion is approved.

- B. Councilmember Costello moved to approve the Resolution. Councilmember Peterson seconded. Following a roll call vote by Ms. McGarity, all are in favor, and the motion is approved.

### **Ordinances**

- A. Kimberly Grimm Ordinance Amending the 2024 Budget for a Fund Transfer from Fund 140 Contingency Reserve to Fund 001 General Fund for Purchase of Police Properties

- A. Councilmember Wickenhagen moved to approve the Ordinance. Councilmember Iverson seconded. Councilmember Marquis asked if the funds were expended from the general fund and if we are now replacing them from the contingency fund, to which Kim responded yes. Councilmember Peterson asked if this is the remainder of the ARPA funds and if there are any other ARPA funds, to which Kim responded that this transfer of funds includes the \$150K that was promised for the City Hall repairs as well as the \$250K for the Civic Center remodel. Mr. Huebner added that this transfer moves those monies from the contingency fund to the general fund, so that they may be expended. He stated we have until the end of this calendar year to allocate those to specific work or projects, and until the end of 2026 to actual expend them. Councilmember Marquis confirmed that we are moving the \$250K and the \$150K to the general funds now, and not simply covering what was expended for the purchase of real estate, to which Mr. Huebner confirmed. Following a roll call vote by Ms. McGarity, all are in favor, and the motion is approved.

### **Staff Reports/Announcements**

The following staff members provided a department report:

- Chief of Police, Dustin Soptich
- Community Development Supervisor, Jeff Peters
- Public Works Director, Rocky Wallace
- Clerk/Treasurer, Kimberly Grimm

### **Councilmember Reports**

- Councilmember Costello – Headed to Spokane on 7/26 to attend the WA-CELI
- Councilmember Wickenhagen – WA Tourism Board Meeting is on 7/24
- Councilmember Longmire – SPRSA Board will be doing a sign rallies; would like to initiate the availability of City Council meetings audio/video to the public; requested update on two-touch ordinances
- Councilmember Iverson – The Red Cross has teamed with the Selah Aquatic Center to offer showers for those in need due to fire evacuation; Chamber of Commerce is scheduled for September; Fish and Wildlife Recovery annual board meeting is scheduled for 8/7

### **City Attorney Report**

Reminder that the SAFE Group will bring their final mural design to the 8/13 City Council meeting for approval.

### **City Administrator Report**

Update for Zach Schab – Movie in the Park brought in over 1000 attendees and all food vendors sold out; Music in the Park brought in around 200 attendees; Soccer registration opened on 7/22 and brought in 200 registrations on the first day.

Update for Chief Lange – Black Canyon Fire is now at 6500 acres; State resources have been mobilized; 100 homes have been evacuated; no structures have been lost.

There have been meetings and demos with website platform vendors and more information will be forthcoming including the use and direction of ARPA funds; Attended a virtual listening session with the AWC related to the new public defense standards; City of Yakima IT was onsite today to complete the migration of City email accounts to Office 365.

### **Mayor's Report**

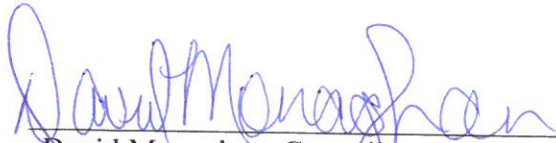
In conjunction with the Red Cross we have opened the Civic Center for emergency fire evacuation assistance; Budget schedule is preliminary; The Fish and Wildlife Recovery annual board meeting is on 8/7 and all Councilmembers are invited if they wish to sign up and accompany Councilmember Iverson, however the Mayor will not be attending; Gary Hanna has been appointed to fill a board position on the Civil Service Commission; a letter of support was given by the City of Selah to People for People to apply for a grant which will be used to replace a vehicle.

### **Adjournment**

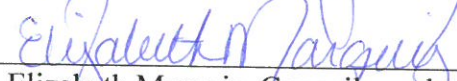
Councilmember Monahan moved to adjourn the meeting. Councilmember Peterson seconded. Mayor Bell adjourned.

Meeting ended at 6:58 p.m.





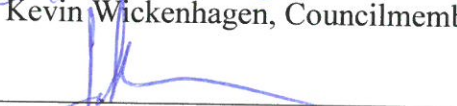
David Monaghan, Councilmember



Elizabeth Marquis, Councilmember

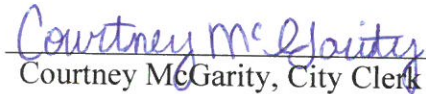



Kevin Wickenhagen, Councilmember



Jared Iverson, Councilmember

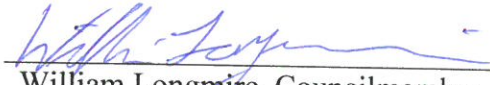
ATTEST:

  
Courtney McGarity, City Clerk

  
\_\_\_\_\_  
Roger Bell, Mayor

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

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

  
\_\_\_\_\_  
William Longmire, Councilmember



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

Meeting Date: 8/13/2024  
Agenda Number: 10B

Action Item

**Title:** Approval of Claims and Payroll

**From:** Kimberly Grimm, City Clerk/Treasurer

**Action Requested:** Approval

**Staff Recommendation:** Approval

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

**Fiscal Impact:** See attached payroll and claims directories

**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**

# ACCOUNTS PAYABLE

City Of Selah

Time: 13:04:22 Date: 08/08/2024

As Of: 09/27/2024

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
1120	07/30/2024	08/13/2024	1606 Abadan	22.96	Invoice #AR280728
	534 80 41 000	Professional Services	411 000 534	2.87	Water
	535 70 41 000	Professional Services	415 000 535	2.87	Sewer
	558 52 41 000	Professional Services	001 000 558	2.87	General Fund
	558 60 41 000	Professional Services	001 000 558	11.48	General Fund AR280728
	576 80 41 000	Professional Services	001 000 576	2.87	General Fund
1163	08/06/2024	08/13/2024	1606 Abadan	150.30	Invoice #AR252233, AR280726
	522 20 48 002	Repaint & Maint - Office M	103 000 522	63.02	Fire Control AR280726 Copier
	522 20 48 002	Repaint & Maint - Office M	103 000 522	77.27	Fire Control AR252233 Copier
	576 80 49 000	Miscellaneous	001 000 576	2.32	General Fund AR280726 Finance Charges
	576 80 49 000	Miscellaneous	001 000 576	7.69	General Fund AR252233 Finance Charges
1219	08/08/2024	08/13/2024	1606 Abadan	195.10	Invoice #AR280727
	521 20 48 004	R & M - Office Equipment	001 000 521	195.10	General Fund AR280727 copy Machine
1140	07/31/2024	08/13/2024	1627 Amazon Capital Services	214.58	Invoice #IGJ1-WHPH-XXH4, 1T9M-XX1W-6KKR, 1Y9V-CCTX-1R7H, 17WP-C77H-DD7R
	534 80 31 000	Office And Operating Supp	411 000 534	-16.00	Water 1GJ1-WHPH-XXH4
	534 80 31 000	Office And Operating Supp	411 000 534	-16.00	Water 1T9M-XX1W-6KKR
	534 80 31 000	Office And Operating Supp	411 000 534	32.00	Water 1Y9V-CCTX-1R7H
	534 80 31 000	Office And Operating Supp	411 000 534	53.64	Water
	535 70 31 000	Office And Operating Supp	415 000 535	53.64	Sewer
	542 31 31 000	Office And Operating Supp	110 000 542	53.65	City Street
	576 80 31 000	Office And Operating Supp	001 000 576	53.65	General Fund 17WP-C77H-DD7R
1141	07/31/2024	08/13/2024	1627 Amazon Capital Services	26.97	Invoice #177g-9w63-3ryr
	534 80 31 000	Office And Operating Supp	411 000 534	26.97	Water 177G-9W63-3RYR
1195	08/07/2024	08/13/2024	1633 Anatek Labs	878.00	Invoice #2417086, 2417213, 2417426, 2417427
	534 80 41 000	Professional Services	411 000 534	400.00	Water 2417427 DBP
	534 80 41 000	Professional Services	411 000 534	400.00	Water 2417426 DBP
	534 80 41 000	Professional Services	411 000 534	39.00	Water 2417213 Bacteria
	534 80 41 000	Professional Services	411 000 534	39.00	Water 2417086 Bacteria
1196	08/07/2024	08/13/2024	1633 Anatek Labs	117.00	Invoice #2417727, 2417856, 2418952
	534 80 41 000	Professional Services	411 000 534	39.00	Water 2418952
	534 80 41 000	Professional Services	411 000 534	39.00	Water 2417856
	534 80 41 000	Professional Services	411 000 534	39.00	Water 2417727 Bacteria



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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
1197	08/07/2024	08/13/2024	1643 Ascent Foundation & More LLC	143,950.37	Invoice #24813.00 Final Prog. est 1
	595 30 63 044	City Wide Sidewalk Repairs	111 000 594	143,950.37	24813.00 E Orchard ave Sidewalk Imp.
1181	08/07/2024	08/13/2024	1652 Autozone	129.29	Invoice 33720305136, 3720301127
	534 80 31 000	Office And Operating Supp	411 000 534	22.32	3720301127 Jump Starter
	534 80 31 000	Office And Operating Supp	411 000 534	20.01	3720305136 Towels
	535 70 31 000	Office And Operating Supp	415 000 535	22.32	3720304427 Jump starter
	535 70 31 000	Office And Operating Supp	415 000 535	20.00	3720305136 Towels
	542 31 31 000	Office And Operating Supp	110 000 542	22.32	3720301127 Jump Starter
	576 80 31 000	Office And Operating Supp	001 000 576	22.32	3720301127 Jump starter
1112	07/30/2024	08/13/2024	1663 Basin Disposal Of Yakima, LLC	83,404.34	Invoice #5314293
	537 80 41 000	Professional Services	420 000 537	83,404.34	5314293 Garbage Svc
1161	08/05/2024	08/13/2024	1083 Bell, Roger L	474.80	Expense Reimbursement 7/2024
	511 60 49 001	Training/seminar Fees	001 000 511	474.80	7/24 Mayor training
1227	08/08/2024	08/13/2024	1673 Bill Harris Used Cars Inc	260.20	Invoice #32740
	521 20 48 001	Repairs & Maintenance-Ve	001 000 521	260.20	32740 Belt Tensioner
1222	08/08/2024	08/13/2024	1700 CDW Government, Inc.	120.17	Invoice #RZ75055
	521 20 31 000	Office And Operating Supp	001 000 521	120.17	RZ75055 24in Display
1200	08/07/2024	08/13/2024	1703 CWA Consultants	1,800.00	Invoice #24-142
	558 52 41 005	Plan Review External	001 000 558	1,800.00	24-142 Plan Review
1182	08/07/2024	08/13/2024	1714 Caton Landfill	621.60	Invoice #38317
	542 31 47 001	Disposal Fees	110 000 542	621.60	38317 Concrete
1149	08/01/2024	08/01/2024	65420 Central Washington Property	156.82	6542.0 - 902 SPEYERS
	343 40 10 000	Water Sales/metered	411 000 340	-28.61	
	343 50 30 000	Resident/business Sewer S	415 000 340	-100.73	
	343 70 00 420	Garbage/solid Waste Fees	420 000 340	-27.48	
1164	08/06/2024	08/13/2024	1724 Centurylink - FD	169.80	Invoice #333827572
	522 20 42 000	Telephone	103 000 522	169.80	333827572 7/18 Sta 22
1116	07/30/2024	08/13/2024	1725 Certified Laboratories	232.79	Invoice #8763412

# ACCOUNTS PAYABLE

City Of Selah

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
	534 80 31 000	Office And Operating Supp	411 000 534 Water	58.20	
	535 70 31 000	Office And Operating Supp	415 000 535 Sewer	58.19	
	542 31 31 000	Office And Operating Supp	110 000 542 City Street	58.20	
	576 80 31 000	Office And Operating Supp	001 000 576 General Fund	58.20	8763412 Aerosol
1165	08/06/2024	08/13/2024 1727	Charter Communications	25.82	Invoice #176781401072224
	522 20 47 004	Cable TV Svc.	103 000 522 Fire Control	25.82	176781401072224 cable
1220	08/08/2024	08/13/2024 1727	Charter Communications	64.99	176781801072224
	521 50 47 000	Public Utility Service	001 000 521 General Fund	64.99	17678101072224 Internet
1166	08/06/2024	08/13/2024 1734	Christensen, Inc.	752.39	Invoice #0566180-IN
	522 20 47 003	Propane	103 000 522 Fire Control	752.39	0566180-IN Propane
1154	08/02/2024	08/13/2024 1742	City of Selah	207.93	Invoice 10120 7/24
	518 30 47 000	Public Utility Services	001 000 518 General Fund	207.93	10120 7/24 WSG
1167	08/06/2024	08/13/2024 1742	City of Selah	347.47	Invoice #23350 7/30, 23351 7/30
	522 20 47 000	Public Utilities	103 000 522 Fire Control	106.51	23351 FD IRR
	522 20 47 000	Public Utilities	103 000 522 Fire Control	240.96	23350 FD
1198	08/07/2024	08/13/2024 1742	City of Selah	28,765.76	Utility Payments
	534 80 47 000	Public Utility Services	411 000 534 Water	301.07	PW
	535 70 47 000	Public Utility Services	415 000 535 Sewer	301.08	Sewer PW
	535 80 47 000	Public Utility Services	415 000 535 Sewer	4,118.62	WWTP
	576 80 47 011	Utilities - Wixson - W-S-G	001 000 576 General Fund	7,639.69	Wixon
	576 80 47 021	Utilities - Carlon - W-S-G	001 000 576 General Fund	5,077.51	Carlon
	576 80 47 031	Utilities - Playland - W-S-G	001 000 576 General Fund	2,107.62	Playland
	576 80 47 041	Utilities - McGonagle - W-S-G	001 000 576 General Fund	129.78	McGonagle
	576 80 47 051	Utilities - Volunteer - W-S-G	001 000 576 General Fund	238.05	Volunteer
	576 80 47 061	Utilities - Veterans - W-S-G	001 000 576 General Fund	881.03	Veterns
	576 80 47 091	Utilities - Other - W-S-G	001 000 576 General Fund	7,971.31	Utilities Other
1215	08/08/2024	08/13/2024 1742	City of Selah	822.49	Invoice #27540 7/24
	575 50 47 000	Public Utility Services	118 000 575 Civic Center	822.49	27540 WSG
1216	08/08/2024	08/13/2024 1742	City of Selah	145.98	Invoice #27430 7/24
	521 50 47 000	Public Utility Service	001 000 521 General Fund	145.98	27430 WSG

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
1221	08/08/2024	08/13/2024	1743 City of Sunnyside	126.00	Invoice #14847
	523 61 41 004	Inmate Housing - Sunnysid	001 000 523	126.00	14847 Inmates
1199	08/07/2024	08/13/2024	1749 Coleman Oil Company LLC	176.18	Invoice #INV-208557
	535 81 31 000	Office And Operating Supp	415 000 535	176.18	INV-208557 Rando HD
1168	08/06/2024	08/13/2024	1763 Culligan Yakima	9.75	Invoice #442279 8/24
	522 20 31 000	Office & Operating Supplie	103 000 522	9.75	442279 8/24 Water Rental
1183	08/07/2024	08/13/2024	1763 Culligan Yakima	135.37	Invoice #426694 7/24
	534 80 41 000	Professional Services	411 000 534	33.84	
	535 70 41 000	Professional Services	415 000 535	33.84	
	542 31 41 000	Professional Services	110 000 542	33.84	
	576 80 41 000	Professional Services	001 000 576	33.85	426694 7/24 Water
1135	07/31/2024	08/13/2024	2654 Databar	753.30	Invoice #267637
	514 21 31 000	Office & Operating Supplie	001 000 514	753.30	267637 Late Notices
1211	08/07/2024	08/13/2024	2654 Databar	2,857.68	Invoice #267754
	514 21 31 000	Office & Operating Supplie	001 000 514	2,857.68	267754 Statements
1184	08/07/2024	08/13/2024	1819 Edge Construction Supply, Inc.	652.96	Invoice #G15203, G14995
	534 80 31 000	Office And Operating Supp	411 000 534	405.52	G14995 Bare Tool
	534 80 31 000	Office And Operating Supp	411 000 534	247.44	G15203 Battery
1118	07/30/2024	08/13/2024	1833 Engravings Unlimited	366.36	Invoice #24111, 24001, 24094, 24079
	513 10 31 000	Office And Operating Supp	001 000 513	46.03	24111 pride coins
	513 10 31 000	Office And Operating Supp	001 000 513	100.18	24001 Apple base
	513 10 31 000	Office And Operating Supp	001 000 513	200.66	24094 Apple base
	513 10 31 000	Office And Operating Supp	001 000 513	19.49	24079 Name Panel
1142	07/31/2024	08/13/2024	2838 Environmental Resource Assoc	1,751.84	Invoice #083991
	535 80 31 001	Lab Supplies	415 000 535	1,751.84	083991
1150	08/01/2024	08/13/2024	1852 First National Bank Omaha	603.23	Invoice #5498 08/02
	514 21 49 000	Miscellaneous - Bank/CC Fc	001 000 514	-68.54	Cr Interest & late fees
	522 20 41 000	Professional Services	103 000 522	273.45	5498 8/2 Dumpster
	522 20 43 000	Travel	103 000 522	28.04	5498 8/2 Chief Meeting

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	522 20 49 000	Miscellaneous	103 000 522	11.31	Interest	
	522 45 31 003	Fire Supplies	103 000 522	358.97	5498 8/2 Wildfire ready	
1151	08/01/2024	08/13/2024	1852	First National Bank Omaha	985.78	Invoice #4496 7/24
	522 20 49 005	Firefighter Rehab	103 000 522	555.04	4496 7/24 Harlan Landing Food	
	522 20 49 005	Firefighter Rehab	103 000 522	409.10	4496 7/24 Snack Air support	
	522 20 49 005	Firefighter Rehab	103 000 522	21.64	4496 7/24 Axe Handle	
1201	08/07/2024	08/13/2024	1863	GS Long Co, Inc.	1,023.41	Invoice #0813688-IN
	542 31 31 000	Office And Operating Supp	110 000 542	409.36	0813688-IN GlypKeg	
	576 80 31 000	Office And Operating Supp	001 000 576	614.05	0813688-IN Glyphosate	
1230	08/08/2024	08/13/2024	2846	Gardner, Billy	1,512.00	Invoice #652160
	521 20 48 001	Repairs & Maintenance-Ve	001 000 521	1,512.00	652160 Vinyl Lettering	
1114	07/30/2024	08/13/2024	992	Gause, Michael	190.00	Reimbursement Training FBI
	521 20 43 000	Travel	001 000 521	190.00	FBI Training	
1143	07/31/2024	08/13/2024	1868	General Pacific, Inc.	496.01	Invoice #1497430
	534 80 34 002	Water Meter Replacement	411 000 534	496.01	1497430	
1185	08/07/2024	08/13/2024	1868	General Pacific, Inc.	1,984.06	Invoice #1497860
	534 80 31 002	Water Svc Connection Supp	411 000 534	1,984.06	1497860 Compound	
1224	08/08/2024	08/13/2024	1872	Good To Go!	3.50	Invoice #103794094
	521 20 43 000	Travel	001 000 521	3.50	103794094 Toll chg	
1122	07/30/2024	08/13/2024	1879	Gray & Osborne, Inc.	5,066.49	Invoice #24848.00-2, 24813.00-6
	542 31 41 000	Professional Services	110 000 542	1,384.31	24848.00-2 Crack seal	
	595 30 63 044	City Wide Sidewalk Repairs	111 000 594	3,682.18	24813.00-6 E Orchard	
1186	08/07/2024	08/13/2024	1883	HD Fowler Company	442.68	Invoice #16777314, 16779191
	534 80 31 000	Office And Operating Supp	411 000 534	178.80	16779191 Meter	
	534 80 31 000	Office And Operating Supp	411 000 534	263.88	16777314 Angle Ball	
1156	08/02/2024	08/13/2024	2840	Heintz, Zach	85.00	Invoice #1006251.001 Soccer Refund
	347 66 01 000	Instructional Fees - Soccer	001 000 340	-78.18	1006251.001 Soccer Refund	
	386 00 00 001	Sales Tax	001 000 380	-6.82		

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1124	07/31/2024	08/13/2024	1895 Helms Hardware Company	140.72	Invoice #821361, 827854, 827988, 828002
	535 80 31 000	Office And Operating Supp	415 000 535 Sewer	92.02	827988
	575 50 31 000	Operating Supplies	118 000 575 Civic Center	6.49	827854
	576 80 31 000	Office And Operating Supp	001 000 576 General Fund	7.56	821361
	576 80 31 000	Office And Operating Supp	001 000 576 General Fund	34.65	828002
1125	07/31/2024	08/13/2024	1895 Helms Hardware Company	89.51	Invoice #827408, 827420, 827422, 827472
	534 80 31 000	Office And Operating Supp	411 000 534 Water	23.38	827408
	534 80 31 000	Office And Operating Supp	411 000 534 Water	37.41	827472
	576 80 31 000	Office And Operating Supp	001 000 576 General Fund	17.08	827420
	576 80 31 000	Office And Operating Supp	001 000 576 General Fund	11.64	827422
1126	07/31/2024	08/13/2024	1895 Helms Hardware Company	94.15	Invoice #827482, 827496, 827502, 827531
	518 30 31 000	Office & Operating Supplie	001 000 518 General Fund	41.64	827502
	534 80 31 000	Office And Operating Supp	411 000 534 Water	20.92	827496
	576 80 31 000	Office And Operating Supp	001 000 576 General Fund	6.26	827531
	576 80 31 001	Operating Supplies - Wixsc	001 000 576 General Fund	25.33	827482
1127	07/31/2024	08/13/2024	1895 Helms Hardware Company	116.41	Invoice #827552, 827557, 827582, 527590
	534 80 31 000	Office And Operating Supp	411 000 534 Water	5.34	827552
	534 80 31 000	Office And Operating Supp	411 000 534 Water	21.16	827557
	534 80 31 000	Office And Operating Supp	411 000 534 Water	40.80	827582
	535 70 31 000	Office And Operating Supp	415 000 535 Sewer	21.16	827557
	576 80 31 000	Office And Operating Supp	001 000 576 General Fund	27.95	827590
1128	07/31/2024	08/13/2024	1895 Helms Hardware Company	166.03	Invoice #827603, 827616, 827741, 827758
	518 30 31 000	Office & Operating Supplie	001 000 518 General Fund	125.37	827758
	534 80 31 000	Office And Operating Supp	411 000 534 Water	12.66	827741
	535 20 41 004	Storm Water Program	415 000 535 Sewer	5.84	827603
	576 80 31 000	Office And Operating Supp	001 000 576 General Fund	22.16	827616
1129	07/31/2024	08/13/2024	1895 Helms Hardware Company	95.36	Invoice #827796, 827898, 828170, 828171
	534 80 31 000	Office And Operating Supp	411 000 534 Water	1.52	827898
	534 80 31 000	Office And Operating Supp	411 000 534 Water	36.26	828171
	542 31 31 000	Office And Operating Supp	110 000 542 City Street	23.82	828170
	575 50 31 000	Operating Supplies	118 000 575 Civic Center	33.76	827796
1130	07/31/2024	08/13/2024	1895 Helms Hardware Company	327.56	Invoice #828034, 828044, 828083, 828087

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534 80 31 000	Office And Operating Supp		411 000 534 Water	13.63	828044
542 31 31 000	Office And Operating Supp		110 000 542 City Street	25.86	828083
576 80 31 000	Office And Operating Supp		001 000 576 General Fund	261.95	828087
576 80 31 001	Operating Supplies - Wixsc		001 000 576 General Fund	26.12	828034
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1131	07/31/2024	08/13/2024 1895	Helms Hardware Company	177.89	Invoice #828190, 828219, 828224, 828247
534 80 31 000	Office And Operating Supp		411 000 534 Water	30.07	828219
535 70 31 000	Office And Operating Supp		415 000 535 Sewer	30.07	828219
535 80 31 000	Office And Operating Supp		415 000 535 Sewer	31.74	828190
542 31 31 000	Office And Operating Supp		110 000 542 City Street	30.07	828219
542 31 31 000	Office And Operating Supp		110 000 542 City Street	20.57	828224
576 80 31 000	Office And Operating Supp		001 000 576 General Fund	30.08	828219
576 80 31 000	Office And Operating Supp		001 000 576 General Fund	5.29	828247
<hr/>					
1132	07/31/2024	08/13/2024 1895	Helms Hardware Company	69.08	Invoice 3828304, 828341, 828392, 828422
534 80 31 000	Office And Operating Supp		411 000 534 Water	19.75	828304
534 80 31 000	Office And Operating Supp		411 000 534 Water	6.25	828341
542 31 31 000	Office And Operating Supp		110 000 542 City Street	7.03	828422
576 80 31 000	Office And Operating Supp		001 000 576 General Fund	36.05	828392
<hr/>					
1133	07/31/2024	08/13/2024 1895	Helms Hardware Company	29.51	Invoice #828428, 828429, 828541
535 80 31 000	Office And Operating Supp		415 000 535 Sewer	9.13	828541
542 31 31 000	Office And Operating Supp		110 000 542 City Street	14.06	828428
576 80 31 000	Office And Operating Supp		001 000 576 General Fund	6.32	828429
<hr/>					
1134	07/31/2024	08/13/2024 1895	Helms Hardware Company	167.74	Invoice #828544, 828576, 828621, 828643
534 80 31 000	Office And Operating Supp		411 000 534 Water	27.86	828643
535 70 31 000	Office And Operating Supp		415 000 535 Sewer	27.85	828643
535 80 31 000	Office And Operating Supp		415 000 535 Sewer	2.72	828544
542 31 31 000	Office And Operating Supp		110 000 542 City Street	38.98	828576
542 31 31 000	Office And Operating Supp		110 000 542 City Street	27.86	828643
576 80 31 000	Office And Operating Supp		001 000 576 General Fund	27.86	828643
576 80 31 002	Operating Supplies - Carlor		001 000 576 General Fund	14.61	828621
<hr/>					
1137	07/31/2024	08/13/2024 1895	Helms Hardware Company	78.02	Invoice #828650, 828678, 828700, 828720
534 80 31 000	Office And Operating Supp		411 000 534 Water	10.80	828700
535 70 31 000	Office And Operating Supp		415 000 535 Sewer	25.33	828720
535 80 31 000	Office And Operating Supp		415 000 535 Sewer	11.62	828678
576 80 31 000	Office And Operating Supp		001 000 576 General Fund	30.27	828650

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1138	07/31/2024	08/13/2024	1895 Helms Hardware Company	309.78	Invoice #828722, 828743, 828745, 828848
	534 80 31 000	Office And Operating Supp	411 000 534 Water	32.47	828848
	535 70 31 000	Office And Operating Supp	415 000 535 Sewer	16.56	828722
	576 80 31 000	Office And Operating Supp	001 000 576 General Fund	10.79	828743
	576 80 31 000	Office And Operating Supp	001 000 576 General Fund	249.96	828745
1139	07/31/2024	08/13/2024	1895 Helms Hardware Company	132.84	Invoice #828852, 828855, 828879, 828913
	534 80 31 000	Office And Operating Supp	411 000 534 Water	47.54	828852
	534 80 31 000	Office And Operating Supp	411 000 534 Water	28.88	828879
	542 31 31 000	Office And Operating Supp	110 000 542 City Street	36.94	828855
	542 31 31 000	Office And Operating Supp	110 000 542 City Street	19.48	828913
1169	08/07/2024	08/13/2024	1895 Helms Hardware Company	162.48	Invoice #828076, 828573, 527995, 828676
	522 20 31 000	Office & Operating Supplie	103 000 522 Fire Control	69.62	827995 Dish Soap
	522 20 31 001	Shop Supplies	103 000 522 Fire Control	9.54	828076 Hydraulic Jack Oil
	522 20 31 001	Shop Supplies	103 000 522 Fire Control	34.73	828573 AA Battery Pack
	522 20 48 003	Repair & Maint - Fire Buildi	103 000 522 Fire Control	48.59	828676 Ironworker Plier
1187	08/07/2024	08/13/2024	1895 Helms Hardware Company	249.79	Invoice #528919, 829005, 829017, 829086
	542 31 31 000	Office And Operating Supp	110 000 542 City Street	7.39	529086 Safe Tread
	576 80 31 000	Office And Operating Supp	001 000 576 General Fund	166.77	828919 Turf seed
	576 80 31 002	Operating Supplies - Carlor	001 000 576 General Fund	8.65	829017 Coupling
	576 80 31 004	Operating Supplies-Volunt	001 000 576 General Fund	66.98	829005 Slip Valve
1188	08/07/2024	08/07/2024	1895 Helms Hardware Company	59.81	Invoice #829093, 829127, 829138, 829139
	534 80 31 000	Office And Operating Supp	411 000 534 Water	2.72	829139 Coupler
	534 80 31 000	Office And Operating Supp	411 000 534 Water	21.05	829138 Package shipping
	534 80 31 000	Office And Operating Supp	411 000 534 Water	31.39	829127 Blade
	534 80 31 000	Office And Operating Supp	411 000 534 Water	4.65	829093 Hand Sanitizer
1202	08/07/2024	08/13/2024	1895 Helms Hardware Company	545.53	Invoice #829152, 829183, 829221, 829228
	534 80 31 000	Office And Operating Supp	411 000 534 Water	24.90	829183 bow tie sprayer
	535 70 35 000	Small Tools/minor Equipme	415 000 535 Sewer	335.71	829152 Saw Recip
	576 80 31 001	Operating Supplies - Wixsc	001 000 576 General Fund	30.30	829228 Graffiti remover
	576 80 31 001	Operating Supplies - Wixsc	001 000 576 General Fund	154.62	829221 foam Brush
1203	08/07/2024	08/13/2024	1895 Helms Hardware Company	373.92	Invoice #829231, 829258, 829272, 829280
	534 80 31 000	Office And Operating Supp	411 000 534 Water	64.44	829272 filteres

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535 70 31 000	Office And Operating Supp		415 000 535 Sewer	64.44	829272 Pleat Fur Filter
542 31 31 000	Office And Operating Supp		110 000 542 City Street	64.44	829272 Marking Paint
576 80 31 000	Office And Operating Supp		001 000 576 General Fund	31.74	829280 Water
576 80 31 000	Office And Operating Supp		001 000 576 General Fund	64.44	829272 chlorine
576 80 31 000	Office And Operating Supp		001 000 576 General Fund	28.15	829258 Wet floor sign
576 80 31 001	Operating Supplies - Wixsc		001 000 576 General Fund	56.27	829231 Graffiti remover
1204	08/07/2024	08/13/2024	1895 Helms Hardware Company	113.10	Invoice #829402, 829411, 829414, 829425
534 80 31 000	Office And Operating Supp		411 000 534 Water	11.64	829402 Pilot bit
535 80 31 000	Office And Operating Supp		415 000 535 Sewer	80.15	829414 Sponge
542 31 31 000	Office And Operating Supp		110 000 542 City Street	7.79	829425 Brush
542 31 31 000	Office And Operating Supp		110 000 542 City Street	13.52	829411 Paint cleaner
1157	08/02/2024	08/13/2024	1933 Jerry's Pest Service, LLC	75.81	Invoice #8822
575 50 41 000	Professional Services		118 000 575 Civic Center	75.81	8822 CC Pest control
1144	07/31/2024	08/13/2024	1941 John Deere Financial	226.00	Invoice #c87412/39
534 80 22 000	Uniforms And Clothing		411 000 534 Water	113.00	C87412/39
535 70 22 000	Uniforms And Clothing		415 000 535 Sewer	113.00	
1189	08/07/2024	08/13/2024	1941 John Deere Financial	538.72	Invoice #X95665/39
535 20 22 000	Uniforms and Clothing		415 000 535 Sewer	538.72	X95665/39 Clothing
1170	08/07/2024	08/13/2024	1960 Keller Supply Company	125.62	Invoice #S023132869.001 7/8
522 20 48 003	Repair & Maint - Fire Buildi		103 000 522 Fire Control	125.62	S023132869.001 Shield Raupex
1205	08/07/2024	08/13/2024	1962 Kelley's Tele-Communications	217.38	Invoice #1010612808012024
534 80 41 000	Professional Services		411 000 534 Water	72.46	
535 70 41 000	Professional Services		415 000 535 Sewer	72.46	
542 31 41 000	Professional Services		110 000 542 City Street	72.46	1010612808012024 Monthly Answering Svc
1178	08/07/2024	08/13/2024	1977 LN Curtis & Sons	340.51	Invoice #INV850980
594 22 63 000	Capital Outlay - Other Impr		103 000 594 Fire Control	340.51	INV850980 Female Adapter
1179	08/07/2024	08/13/2024	1977 LN Curtis & Sons	540.30	Invoice #INV844253
594 22 63 000	Capital Outlay - Other Impr		103 000 594 Fire Control	540.30	INV844253 Tiles
1206	08/07/2024	08/13/2024	1989 Les Schwab Tires	34.64	Invoice #41800604363
576 80 31 000	Office And Operating Supp		001 000 576 General Fund	34.64	41800604363 Flat tire repair



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1110	07/29/2024	07/29/2024	11867 Management, J.b.	139.64	1186.7 - 914 JAMIE DR
	343 40 10 000	Water Sales/metered	411 000 340	-25.48	Water
	343 50 30 000	Resident/business Sewer S	415 000 340	-89.69	Sewer
	343 70 00 420	Garbage/solid Waste Fees	420 000 340	-24.47	Solid Waste
1171	08/07/2024	08/13/2024	2844 Mark Helms Construction	5,085.99	Invoice #MH041724
	522 20 48 003	Repair & Maint - Fire Buildi	103 000 522	5,085.99	MH041724 Repair Sta 22
1223	08/08/2024	08/13/2024	2034 Moon Security Service, Inc.	496.00	Invoice #1253412
	523 20 41 000	Professional Services	001 000 523	496.00	1253412 EHM-P-GPS 7/1-7/31
1190	08/07/2024	08/13/2024	2036 Morton's Supply, Inc.	615.49	Invoice #0819015
	576 80 31 000	Office And Operating Supp	001 000 576	615.49	0819015 Hunter rotor
1176	08/07/2024	08/07/2024	27471 Mower Vision Source	189.50	2747.1 - 1 JIM CLEMENTS WAY
	343 40 10 000	Water Sales/metered	411 000 340	-25.79	Water
	343 50 30 000	Resident/business Sewer S	415 000 340	-82.46	Sewer
	343 70 00 420	Garbage/solid Waste Fees	420 000 340	-81.25	Solid Waste
1145	07/31/2024	08/13/2024	2038 NCL of Wisconsin, Inc.	1,161.69	Invoice #506512
	535 80 31 001	Lab Supplies	415 000 535	1,161.69	506512
1173	08/07/2024	08/13/2024	2053 O'Reilly Automotive Inc	44.33	Invoice #5631-443338, 5631-443698
	522 20 31 000	Office & Operating Supplie	103 000 522	6.48	5631-443698 Mini blub
	522 20 31 000	Office & Operating Supplie	103 000 522	37.85	5631-443338 Car Wash Fluid
1174	08/07/2024	08/13/2024	2053 O'Reilly Automotive Inc	69.57	Invoice #5631407591
	522 20 34 000	Vehicle Parts	103 000 522	69.57	5631407591 Lift support
1192	08/07/2024	08/13/2024	2053 O'Reilly Automotive Inc	68.73	Invoice #5631-412380, 5631-428560, 5631-428566, 5631-442231
	535 70 31 000	Office And Operating Supp	415 000 535	11.36	5631-442231 Fuel Treatment
	542 31 31 000	Office And Operating Supp	110 000 542	11.91	5631-428566 Str Whl Cvr
	542 31 31 000	Office And Operating Supp	110 000 542	20.57	5631-428560 Str Whl cvr
	542 31 31 000	Office And Operating Supp	110 000 542	24.89	5631-412380 Disconnect St
1193	08/07/2024	08/13/2024	2053 O'Reilly Automotive Inc	12.66	Invoice #5631-445174
	535 70 31 000	Office And Operating Supp	415 000 535	12.66	5631-445174 ElctClnr

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1172	08/07/2024	08/13/2024	2055 ODP Business Solutions, LLC	390.67	Invoice #377590458001, 377607520001, 377607521001
	522 20 31 000	Office & Operating Supplie	103 000 522	20.78	377607521001 Paper Plates
	522 20 31 000	Office & Operating Supplie	103 000 522	27.40	377607520001 Bowl Cleaner
	522 20 31 000	Office & Operating Supplie	103 000 522	342.49	377590458001 Stamps
1228	08/08/2024	08/13/2024	2055 ODP Business Solutions, LLC	120.92	Invoice #350521250001, 350507100001
	521 20 31 000	Office And Operating Supp	001 000 521	39.17	350507100001 Batteries
	521 20 31 000	Office And Operating Supp	001 000 521	81.75	350521250001 USB
1191	08/07/2024	08/13/2024	2059 One Call Concepts	32.76	Invoice #4079106
	534 80 41 000	Professional Services	411 000 534	10.92	
	535 70 41 000	Professional Services	415 000 535	10.92	
	542 31 41 000	Professional Services	110 000 542	10.92	4079106 Excavation Notices
450	05/21/2024	05/21/2024	45610 Ozuna, Jared	199.68	4561.0 - 708 W PEAR
	343 40 10 000	Water Sales/metered	411 000 340	-36.44	
	343 50 30 000	Resident/business Sewer S	415 000 340	-128.25	
	343 70 00 420	Garbage/solid Waste Fees	420 000 340	-34.99	
1123	07/31/2024	08/13/2024	2070 PNCWA - Yakima Valley Section	50.00	Invoice #2024 Membership Dues
	535 80 49 002	Subscriptions & Dues	415 000 535	50.00	Membership
1136	07/31/2024	08/13/2024	2075 Pacific Power	457.12	Invoice #7101-0295 7/24
	518 30 47 000	Public Utility Services	001 000 518	401.27	0295
	534 80 47 000	Public Utility Services	411 000 534	18.62	0295
	535 70 47 000	Public Utility Services	415 000 535	18.62	0295
	537 80 47 000	Public Utility Services	420 000 537	18.61	0295
1214	08/08/2024	08/13/2024	2075 Pacific Power	1,168.99	Invoice #49954801-001 0 7/24
	575 50 47 000	Public Utility Services	118 000 575	1,168.99	49954801-001 0
1217	08/08/2024	08/13/2024	2075 Pacific Power	457.12	Invoice #48687101-029 5 7/24
	518 30 47 000	Public Utility Services	001 000 518	457.12	48687101-029 5 7/24
1146	07/31/2024	08/13/2024	2099 Platt Electric Supply	165.45	Invoice #5j64534
	576 80 31 002	Operating Supplies - Carlor	001 000 576	165.45	5j64534
1229	08/08/2024	08/13/2024	2103 Porter Lee Corporation	165.81	Invoice #30508

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	521 20 31 000 Office And Operating Supp		001 000 521 General Fund	165.81	30508 Labels & ribbon
1147	07/31/2024	08/13/2024	2107 Primary Electric & Design LLC	146.21	Invoice #7281
	534 80 41 000 Professional Services		411 000 534 Water	146.21	7281
1175	08/07/2024	08/13/2024	2117 RWC International	126.96	Invoice #RA104005416:01
	522 20 41 000 Professional Services		103 000 522 Fire Control	126.96	RA104005416.01 Diagnostics
1113	07/30/2024	08/13/2024	2138 Robert R. Northcott	300.00	Invoice #72424
	515 31 41 003 Public Defender		001 000 515 General Fund	300.00	72424 7/24/24
1162	08/06/2024	08/13/2024	2138 Robert R. Northcott	300.00	Invoice #8624
	515 31 41 003 Public Defender		001 000 515 General Fund	300.00	8624 A Robinson 4A0282207
1212	08/07/2024	08/13/2024	2138 Robert R. Northcott	300.00	Tae Cooper 4A0262958
	515 31 41 003 Public Defender		001 000 515 General Fund	300.00	4A0262958 Tae cooper
1148	07/31/2024	08/13/2024	2146 Russell Landscaping, LLC	379.05	Invoice #9375
	535 90 41 001 Weed Control		415 000 535 Sewer	379.05	9375
1180	08/07/2024	08/13/2024	2161 Sea-Western, Inc.	406.68	Invoice #INVEV10162, INV34528
	522 20 48 000 Repair & Maint - Vehicle		103 000 522 Fire Control	288.08	INVEV10162 transducer
	594 22 63 000 Capital Outlay - Other Impr		103 000 594 Fire Control	118.60	INV34528 Letherhead tools
1115	07/30/2024	08/13/2024	2168 Selah Downtown Association	30,000.00	7/26/24 SDA Non Profit ID 46-4436753
	513 10 49 003 Selah Downtown Associatic		001 000 513 General Fund	30,000.00	ID 46-4436753 1st 1/2 2024
1117	07/30/2024	08/13/2024	2168 Selah Downtown Association	11,132.20	Invoice #SDAJ4-2024
	557 30 41 010 Selah Downtown Associatic		121 000 557 Tourism	11,132.20	SDAJ4-2024
939	07/05/2024	07/09/2024	2804 Snyder, Leola	60.00	Receipt #1005796.002
	362 60 00 000 Park Shelter Rental		001 000 360 General Fund	-60.00	1002796.002
1111	07/29/2024	07/29/2024	72320 Torkelson Rental Properties	9.93	7232.0 - 205 WHISPER WAY
	343 40 10 000 Water Sales/metered		411 000 340 Water	-1.87	
	343 50 30 000 Resident/business Sewer S		415 000 340 Sewer	-6.58	
	343 70 00 420 Garbage/solid Waste Fees		420 000 340 Solid Waste	-1.48	
1225	08/08/2024	08/13/2024	2246 TransUnion Risk & Alternative Data Solut	81.23	Invoice #329925-202407-1

# ACCOUNTS PAYABLE

City Of Selah

Time: 13:04:22 Date: 08/08/2024

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
	521 20 49 002	Dues & Subscriptions	001 000 521 General Fund	81.23	329925-202407-1 Person search
1153	08/02/2024	08/13/2024 2537	WA State Treasurer	8,475.82	Invoice Jul-24
	386 83 00 000	Trauma Care	001 000 380 General Fund	-303.55	
	386 83 00 000	Trauma Care	001 000 380 General Fund	-303.56	
	386 92 00 000	PSEA	001 000 380 General Fund	-5,684.80	Jul-24 State Remit
	386 97 00 000	Judicial Info Systems Act	001 000 380 General Fund	-1,400.57	
	386 98 00 000	DOL Tech Support	633 000 380 Custodial	-351.61	
	386 99 00 000	School Zone Safety	001 000 380 General Fund	-431.73	
1226	08/08/2024	08/13/2024 2304	Washington State Department of L & I	174.30	Invoice #100401403020
	521 50 45 001	Elevator Maintenance/Alarr	001 000 521 General Fund	174.30	100401403020 L&I Annual INV
1207	08/07/2024	08/13/2024 2308	Washington State Department of Transportation - Ya	175.81	Invoice #RE 45 JE5007 L300
	542 63 48 000	Repairs And Maintenance	110 000 542 City Street	96.52	RE 45 JE5007 L300 Illum
	542 64 48 000	Repairs And Maintenance	110 000 542 City Street	79.29	Re45je5007I300 Traffic Signals
1155	08/02/2024	08/13/2024 2311	Washington State Patrol	66.25	Invoice #I2407056
	521 10 41 000	Professional Services	001 000 521 General Fund	66.25	I2407056 Background check
1213	08/07/2024	08/13/2024 2311	Washington State Patrol	119.25	Invoice #08-01-2024
	589 30 02 000	CPL Background Check - W	633 000 580 Custodial	119.25	08012024 Background checks
1121	07/30/2024	08/13/2024 2332	William Ervin	358.44	Perscriptions Reimbursement
	521 20 21 002	Leoff Benefits - Retirees	001 000 521 General Fund	358.44	Reimbursement perscriptions
1177	08/07/2024	08/13/2024 2339	Yakima Cooperative Association	4,030.06	Invoice #000015763 8/24
	522 20 32 000	Fuel	103 000 522 Fire Control	4,030.06	000157630 8/24 Fuel
1218	08/08/2024	08/13/2024 2339	Yakima Cooperative Association	5,824.33	Invoice #157729-7/24
	521 20 32 000	Fuel Consumed	001 000 521 General Fund	5,524.28	157729-7/24 Pd Fuel
	554 30 32 000	Fuel	001 000 554 General Fund	300.05	155726-7/24 AOC Fuel
1152	08/01/2024	08/13/2024 2354	Yakima County Prosecutor's	111.55	July 2024 Remittance
	586 12 00 000	Crime Victim & Witness Prc	633 000 580 Custodial	111.55	July 2024 Crime Victims
1208	08/07/2024	08/13/2024 2360	Yakima Herald Republic	238.00	Invoice #82795
	576 80 41 000	Professional Services	001 000 576 General Fund	238.00	82795 Ad for Bids Wixson

# ACCOUNTS PAYABLE

City Of Selah

Time: 13:04:22 Date: 08/08/2024

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
1194	08/07/2024	08/13/2024	2365 Yakima Printing Company, LLC	46.66	Invoice #5728
	558 52 31 000	Office & Operating Supplie	001 000 558	46.66	5728 Inspection cards
1119	07/30/2024	08/13/2024	2367 Yakima Valley Conference of Government	15,658.58	Invoice #LCL2024-SE, SE Facilitation
	511 60 49 001	Training/seminar Fees	001 000 511	1,749.79	SE Facilitation Workshop
	513 10 49 001	Training/seminar Fees	001 000 513	1,749.79	SE Facilitation Workshop
	521 20 41 012	YVCOG - Crime Lab	001 000 521	12,159.00	LCL2024-SE Crime Lab
1209	08/07/2024	08/13/2024	2377 Yakima Waste Systems, Inc.	446.81	Invoice #4116326S 195
	576 80 47 041	Utilities - McGonagle - W-5	001 000 576	446.81	4116326S 195 Mcgonagle Pk garbage
1210	08/07/2024	08/13/2024	2379 Zumar Industries, Inc	367.49	Invoice #48584
	542 31 31 000	Office And Operating Supp	110 000 542	367.49	48584 R1-2 Yield signs

Report Total: 379,305.46

Fund	
001 General Fund	100,011.13
103 Fire Control	14,426.24
110 City Street	3,605.14
111 Street Improvement	147,632.55
118 Civic Center	2,107.54
121 Tourism	11,132.20
411 Water	6,146.52
415 Sewer	10,069.11
420 Solid Waste	83,592.62
633 Custodial	582.41

ACCOUNTS PAYABLE

City Of Selah

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

\_\_\_\_\_  
Payroll Specialist

\_\_\_\_\_  
Finance Director

Subscribed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

The following voucher/checks are approved for payment:

Voucher/check number \_\_\_\_\_ through \_\_\_\_\_ Total \$ \_\_\_\_\_

## CHECK REGISTER

City Of Selah

Time: 08:18:36 Date: 08/06/2024

07/29/2024 To: 08/31/2024

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3607	07/31/2024	Payroll	1	EFT	Ronald D Anderson	1,553.85	July 16-31 2024 Pay Period
3608	07/31/2024	Payroll	1	EFT	Jasmine E Arellano	1,836.83	July 16-31 2024 Pay Period
3609	07/31/2024	Payroll	1	EFT	Benjamin Arnold	2,284.09	July 16-31 2024 Pay Period
3610	07/31/2024	Payroll	1	EFT	Don L Ayres	1,956.34	July 16-31 2024 Pay Period
3611	07/31/2024	Payroll	1	EFT	Cory J Baird	3,244.97	July 16-31 2024 Pay Period
3612	07/31/2024	Payroll	1	EFT	Quaton D. E. Baird	1,969.38	July 16-31 2024 Pay Period
3613	07/31/2024	Payroll	1	EFT	Brad J Bales	2,471.33	July 16-31 2024 Pay Period
3614	07/31/2024	Payroll	1	EFT	Roger L Bell	912.31	July 16-31 2024 Pay Period
3615	07/31/2024	Payroll	1	EFT	William J Bena	1,819.52	July 16-31 2024 Pay Period
3616	07/31/2024	Payroll	1	EFT	David L Carpenter	2,054.87	July 16-31 2024 Pay Period
3617	07/31/2024	Payroll	1	EFT	Daniel R Case	4,280.52	July 16-31 2024 Pay Period
3618	07/31/2024	Payroll	1	EFT	Joshua Clark	1,600.66	July 16-31 2024 Pay Period
3619	07/31/2024	Payroll	1	EFT	Jacob Cleveland	2,163.92	July 16-31 2024 Pay Period
3620	07/31/2024	Payroll	1	EFT	Ronald P Cline	2,412.71	July 16-31 2024 Pay Period
3621	07/31/2024	Payroll	1	EFT	Laura N Conger	2,012.08	July 16-31 2024 Pay Period
3622	07/31/2024	Payroll	1	EFT	Michael W Costello	221.43	July 16-31 2024 Pay Period
3623	07/31/2024	Payroll	1	EFT	Michael B Cramer	2,645.55	July 16-31 2024 Pay Period
3624	07/31/2024	Payroll	1	EFT	Michelle Damron	1,986.40	July 16-31 2024 Pay Period
3625	07/31/2024	Payroll	1	EFT	Kathryn Davis	1,799.61	July 16-31 2024 Pay Period
3626	07/31/2024	Payroll	1	EFT	Bronson H Faul	1,344.38	July 16-31 2024 Pay Period
3627	07/31/2024	Payroll	1	EFT	Bruce J Forenpohar	2,235.90	July 16-31 2024 Pay Period
3628	07/31/2024	Payroll	1	EFT	Jeffrey J Fortner	2,166.91	July 16-31 2024 Pay Period
3629	07/31/2024	Payroll	1	EFT	Taryn L Franck	1,546.18	July 16-31 2024 Pay Period
3630	07/31/2024	Payroll	1	EFT	Anita M Garcia	1,941.25	July 16-31 2024 Pay Period
3631	07/31/2024	Payroll	1	EFT	Michael Gause	3,721.24	July 16-31 2024 Pay Period
3632	07/31/2024	Payroll	1	EFT	Jeffrey M Glaspie	2,687.98	July 16-31 2024 Pay Period
3633	07/31/2024	Payroll	1	EFT	Kelley D Goin	56.69	July 16-31 2024 Pay Period
3634	07/31/2024	Payroll	1	EFT	Ashton D Gottschalk	2,273.58	July 16-31 2024 Pay Period
3635	07/31/2024	Payroll	1	EFT	Kimberly K Grimm	3,673.23	July 16-31 2024 Pay Period
3636	07/31/2024	Payroll	1	EFT	Caprise Groo-Korpi	1,858.17	July 16-31 2024 Pay Period
3637	07/31/2024	Payroll	1	EFT	Nathan H Halsey	1,848.47	July 16-31 2024 Pay Period
3638	07/31/2024	Payroll	1	EFT	Erin M Hamilton	1,773.07	July 16-31 2024 Pay Period
3639	07/31/2024	Payroll	1	EFT	William C Hayes	2,090.10	July 16-31 2024 Pay Period
3640	07/31/2024	Payroll	1	EFT	Anessa Y Hernandez-Cordova	1,626.98	July 16-31 2024 Pay Period
3641	07/31/2024	Payroll	1	EFT	Lailani M Herrera	91.21	July 16-31 2024 Pay Period
3642	07/31/2024	Payroll	1	EFT	Jared D Hinze	1,978.89	July 16-31 2024 Pay Period
3643	07/31/2024	Payroll	1	EFT	Daniel S Holder	1,256.34	July 16-31 2024 Pay Period
3644	07/31/2024	Payroll	1	EFT	Richard J Huebner	3,890.45	July 16-31 2024 Pay Period
3645	07/31/2024	Payroll	1	EFT	Kylie Huri	1,843.35	July 16-31 2024 Pay Period
3646	07/31/2024	Payroll	1	EFT	Jared Iverson	296.43	July 16-31 2024 Pay Period
3647	07/31/2024	Payroll	1	EFT	Rodger A Jennerjohn	3,032.02	July 16-31 2024 Pay Period
3648	07/31/2024	Payroll	1	EFT	Daniel T Jones	3,276.17	July 16-31 2024 Pay Period
3649	07/31/2024	Payroll	1	EFT	Kenneth Jones	2,393.53	July 16-31 2024 Pay Period
3650	07/31/2024	Payroll	1	EFT	Christopher Knox	2,046.67	July 16-31 2024 Pay Period
3651	07/31/2024	Payroll	1	EFT	Scott R Kramer	1,969.90	July 16-31 2024 Pay Period
3652	07/31/2024	Payroll	1	EFT	James Lange	3,509.93	July 16-31 2024 Pay Period
3653	07/31/2024	Payroll	1	EFT	Mathew Lennon	3,474.62	July 16-31 2024 Pay Period
3654	07/31/2024	Payroll	1	EFT	Jennifer L Leslie	1,756.73	July 16-31 2024 Pay Period
3656	07/31/2024	Payroll	1	EFT	Melissa Maki	1,991.05	July 16-31 2024 Pay Period
3657	07/31/2024	Payroll	1	EFT	Elizabeth Marquis	296.43	July 16-31 2024 Pay Period
3658	07/31/2024	Payroll	1	EFT	Ricardo J Martinez Jr	2,197.67	July 16-31 2024 Pay Period
3659	07/31/2024	Payroll	1	EFT	Ryan S Maybee	2,397.79	July 16-31 2024 Pay Period
3660	07/31/2024	Payroll	1	EFT	Courtney L McGarity	2,502.68	July 16-31 2024 Pay Period
3662	07/31/2024	Payroll	1	EFT	Matthew J Moore	1,808.79	July 16-31 2024 Pay Period
3663	07/31/2024	Payroll	1	EFT	Christopher C Morales	2,478.74	July 16-31 2024 Pay Period
3664	07/31/2024	Payroll	1	EFT	Eric M Neumeyer	3,035.93	July 16-31 2024 Pay Period

# CHECK REGISTER

City Of Selah

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07/29/2024 To: 08/31/2024

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3665	07/31/2024	Payroll	1	EFT	Joshua M Owens	2,810.00	July 16-31 2024 Pay Period
3666	07/31/2024	Payroll	1	EFT	Jeffery R Peters	3,208.03	July 16-31 2024 Pay Period
3667	07/31/2024	Payroll	1	EFT	Clifford B Peterson	296.43	July 16-31 2024 Pay Period
3668	07/31/2024	Payroll	1	EFT	Austin Peyser	2,150.14	July 16-31 2024 Pay Period
3669	07/31/2024	Payroll	1	EFT	Thomas M Radke	2,443.41	July 16-31 2024 Pay Period
3670	07/31/2024	Payroll	1	EFT	Cody G Roberts	2,705.93	July 16-31 2024 Pay Period
3671	07/31/2024	Payroll	1	EFT	Eduardo Rodriguez	1,882.57	July 16-31 2024 Pay Period
3673	07/31/2024	Payroll	1	EFT	Justin L Ross	1,636.59	July 16-31 2024 Pay Period
3674	07/31/2024	Payroll	1	EFT	Curtis Z Schab	2,249.46	July 16-31 2024 Pay Period
3675	07/31/2024	Payroll	1	EFT	Marc S Scherzinger	1,901.93	July 16-31 2024 Pay Period
3676	07/31/2024	Payroll	1	EFT	Shain K Scribner	2,130.14	July 16-31 2024 Pay Period
3677	07/31/2024	Payroll	1	EFT	John E Shipley	2,303.83	July 16-31 2024 Pay Period
3678	07/31/2024	Payroll	1	EFT	Nicholus Singletary	2,531.79	July 16-31 2024 Pay Period
3679	07/31/2024	Payroll	1	EFT	Dustin M Soptich	3,906.17	July 16-31 2024 Pay Period
3680	07/31/2024	Payroll	1	EFT	Douglas H Sterns	2,031.01	July 16-31 2024 Pay Period
3681	07/31/2024	Payroll	1	EFT	Jacob M Stuker	2,454.96	July 16-31 2024 Pay Period
3682	07/31/2024	Payroll	1	EFT	Matthew D Taylor	2,013.04	July 16-31 2024 Pay Period
3683	07/31/2024	Payroll	1	EFT	Lawrence E Thompson	1,691.36	July 16-31 2024 Pay Period
3684	07/31/2024	Payroll	1	EFT	Leif E Van Doren	1,883.25	July 16-31 2024 Pay Period
3685	07/31/2024	Payroll	1	EFT	Samantha Vargas	185.82	July 16-31 2024 Pay Period
3686	07/31/2024	Payroll	1	EFT	Lonney L Walker	1,873.46	July 16-31 2024 Pay Period
3687	07/31/2024	Payroll	1	EFT	Rocky D Wallace	3,491.05	July 16-31 2024 Pay Period
3688	07/31/2024	Payroll	1	EFT	Levi J Wanamaker	1,205.17	July 16-31 2024 Pay Period
3690	07/31/2024	Payroll	1	EFT	Jon Scott Willis	2,634.84	July 16-31 2024 Pay Period
3691	07/31/2024	Payroll	1	EFT	Jason W Wood	2,787.58	July 16-31 2024 Pay Period
3692	07/31/2024	Payroll	1	EFT	Cory J Worrell	2,720.00	July 16-31 2024 Pay Period
3697	07/29/2024	Payroll	1	EFT	EFTPS	60,007.76	941 Deposit for Pay Cycle(s) 07/31/2024 - 07/31/2024
3707	07/29/2024	Payroll	1	EFT	Washington State Support Registry	809.00	Pay Cycle(s) 07/31/2024 To 07/31/2024 - WA STATE SUPPORT
3708	07/29/2024	Payroll	1	EFT	Principal Life Ins Company	650.00	PD & FD Life Insurance
3720	07/31/2024	Payroll	1	EFT	HRA VEBA Trust - PD & PW YA063	3,379.22	Pay Cycle(s) 07/31/2024 To 07/31/2024 - HRA VEBA
3766	08/02/2024	Payroll	1	EFT	Dept of Retirement - Def Comp	4,370.42	Pay Cycle(s) 07/31/2024 To 07/31/2024 - Deferred Comp; Pay Cycle(s) 07/31/2024 To 07/31/2024 - Deferred Comp - Roth
3767	08/02/2024	Payroll	1	EFT	Dept of Retirement Systems	37,613.91	Pay Cycle(s) 07/31/2024 To 07/31/2024 - PERS2; Pay Cycle(s) 07/31/2024 To 07/31/2024 - LEOFF2; Pay Cycle(s) 07/31/2024 To 07/31/2024 - PERS3
3768	08/02/2024	Payroll	1	EFT	Washington Teamsters Welfare Tr-Medical	31,922.55	Pay Cycle(s) 06/28/2024 To 06/28/2024 - MEDICAL; Pay Cycle(s) 07/31/2024 To 07/31/2024 - MEDICAL
3655	07/31/2024	Payroll	1	86384	William B Longmire	296.43	July 16-31 2024 Pay Period
3661	07/31/2024	Payroll	1	86385	David B Monaghan	296.43	July 16-31 2024 Pay Period
3672	07/31/2024	Payroll	1	86386	Channing M Rogers	223.22	July 16-31 2024 Pay Period
3689	07/31/2024	Payroll	1	86387	Charles K Wickenhagen	296.43	July 16-31 2024 Pay Period
3700	07/31/2024	Payroll	1	86388	Selah Police Association Employee Fund	290.00	Pay Cycle(s) 07/31/2024 To 07/31/2024 - PD EMP FUND



# CHECK REGISTER

City Of Selah

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3701	07/31/2024	Payroll	1	86389	Teamsters Local #760 - PW Dues	1,001.00	Pay Cycle(s) 07/31/2024 To 07/31/2024 - TEAMSTERS PW DUES
3702	07/31/2024	Payroll	1	86390	Trusteed Service Plan	1,040.00	Pay Cycle(s) 07/31/2024 To 07/31/2024 - Disability
3703	07/31/2024	Payroll	1	86391	Western Conf of Teamsters Pension Tr-PD	5,124.13	Pay Cycle(s) 07/31/2024 To 07/31/2024 - PENSION PD TMS; Pay Cycle(s) 07/31/2024 To 07/31/2024 - PENSION PW TMS

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001 General Fund	146,848.31
103 Fire Control	60,115.40
110 City Street	18,801.01
111 Street Improvement	1,171.19
118 Civic Center	3,402.22
119 Transit	4,561.14
121 Tourism	545.37
411 Water	32,110.48
415 Sewer	48,747.89
420 Solid Waste	5,741.27

322,044.28 Payroll: 322,044.28

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

\_\_\_\_\_  
Payroll Specialist

\_\_\_\_\_  
Finance Director

Subscribed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

The following voucher/checks are approved for payment:

Voucher/check number \_\_\_\_\_ through \_\_\_\_\_ Total \$ \_\_\_\_\_



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

Meeting Date: 8/13/2024

Agenda Number: 10C

Informational Item

**Title:** Minutes from June 18, 2024 Planning Commission Meeting

**From:** Jennifer Leslie, Building Permit Technician

**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  
June 18, 2024

A. Call to Order

Chairman Smith calls the meeting to order at 5:34pm.

B. Roll Call

Members Present: Chairman Smith, Vice Chair Apodaca, Commissioner: Graf.  
Members Absent: Commissioners: Elliott and Open Position.  
Staff Present: Jeff Peters, City Planner.  
Guest: None.

C. Agenda Changes

D. Communications

1. Oral - None
2. Written - None

E. Approval of Minutes

*1. Approval of minutes from June 04, 2024*

Chairman Smith asks for a motion to approve the minutes from the June 04, 2024 meeting.

Commissioner Graf motions to approve the minutes.

Commissioner Apodaca seconds.

Minutes are approved with a voice vote of 3-0.

F. Public Hearings

G. General Business

1. Old Business - None
2. New Business –

Mr. Peters presents an update for the changes to the Middle Housing Development Regulations.

Planning Commission Members and Staff continue to discuss the Development Regulations.

H. Reports/Announcements

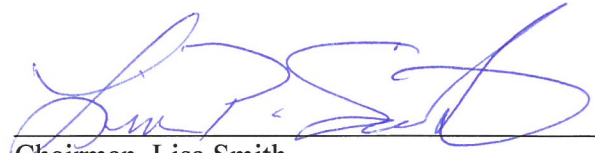
1. Chairman - None
2. Commissioners - None
3. Staff - None

I. Adjournment

Chairman Smith motions to adjourn.

Chairman Graf seconds.

Chairman Smith adjourns the meeting at 7:27pm with a voice vote of 3-0.



Chairman, Lisa Smith





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

Meeting Date: 8/13/2024  
 Agenda Number: 10D

Action Item

**Title:** Resolution Authorizing the Mayor to Sign an Eleven-Page Small Works Contract with Northwest Striping & Sealing, LLC, for the 2024 Crack Seal Project

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

**Action Requested:** Approval

**Staff Recommendation:** Approval

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

**Fiscal Impact:** \$36,062.80

**Funding Source:** 001 General; and 111 Street Improvement

**Background/Findings/Facts:** The City desires to conduct crack sealing in multiple locations. These areas include City streets, McGonagle Park parking lot, and Volunteer Park (aka Deloris Huerta Park) parking lot and interior pathway. The City – with the assistance by one of its retained engineering firms, Gray and Osborne, Inc. – solicited competitive sealed bids from interested contractors for such construction work. The received bids were opened and comparatively evaluated at City Hall at approximately 10:00 a.m., on Tuesday, July 23, 2024. A total of four (4) bids were received, and the lowest bid was for the amount of \$36,062.80 as submitted by Northwest Striping & Sealing, LLC, of Yakima, WA. Such amount is approximately seventeen (17) percent below the Gray and Osborne’s estimate of \$43,702.00. City staff recommends that the City award this project to Northwest Striping & Sealing, and that the Mayor be authorized to sign an eleven-page “Small Works Contract” with such contractor. A copy of the Contract is appended hereto (with its pages numbered as C-1 through C-11, because the Contract 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. 3124 authorizing the Mayor to sign “Task Order 3” with Grey and Osborne, Inc., for professional services related to the City’s 2024 Crack Seal Project



RESOLUTION NO. 3139

RESOLUTION AUTHORIZING THE MAYOR SIGN AN ELEVEN-PAGE  
SMALL WORKS CONTRACT WITH NORTHWEST STRIPING & SEALING,  
LLC, FOR THE 2024 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 \$36,062.80; and

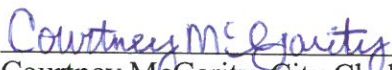
WHEREAS, a written “Small Works Contract” measuring eleven total pages (which pages are numbered C-1 through C-11 because the Contract will be part of a larger total package of contract documents which package will include the specifications, bid material, and other items) has been prepared, and the 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 Public Works Director Rocky D. Wallace be and is authorized to fill-in the appropriate data on any blank lines on, the eleven-page Small Works Contract 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 Mr. 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 lesser amount than currently contemplated, the Mayor and/or Mr. Wallace are authorized to enter into and/or sign any necessary agreements or documents without further approval by the City Council.

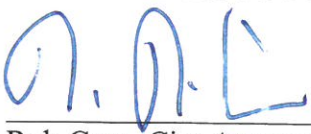
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 13<sup>th</sup> day of August, 2024.

ATTEST:

  
\_\_\_\_\_  
Roger Bell, Mayor

  
\_\_\_\_\_  
Courtney McGarity, City Clerk

APPROVED AS TO FORM:

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



July 24, 2024

Mr. Rocky Wallace  
Public Works Director  
City of Selah  
115 West Naches Avenue  
Selah, Washington 98942

SUBJECT: REVIEW OF BIDS, 2024 CRACK SEAL  
CITY OF SELAH, YAKIMA COUNTY, WASHINGTON  
G&O #24848.00

Dear Mr. Wallace:

On July 23, 2024, the City of Selah received four responsive bids for the 2024 Crack Seal. The responsive bids ranged from \$36,062.80 to \$59,239.73. The Engineer's Estimate was \$43,702.00. Each proposal was checked for correctness of extensions of the prices per unit and the total price. No corrections were made. The bidders and their respective bid amounts, including sales tax where applicable, are as follows:

1. Northwest Striping & Sealing, LLC (Yakima, Washington).....\$36,062.80
2. Central Paving, LLC (Ellensburg, Washington).....\$36,669.25
3. Construction Ahead, Inc. dba Pavement Surface Control  
(Kennewick, Washington) .....\$43,295.87  
**Engineer's Estimate .....\$43,702.00**
4. C.R. Contracting, LLC (Bend, Oregon).....\$59,239.73

The lowest responsive bidder, Northwest Striping & Sealing, LLC of Yakima, Washington, 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, Washington, has met the responsibility criteria. The Mandatory Bidder Responsibility Checklist, including documentation, is attached for the City's file.



Mr. Rocky Wallace  
July 24, 2024  
Page 2

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

Northwest Striping & Sealing, LLC  
839 North Corriedale Raod  
Yakima, Washington 98901

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

Sincerely,

GRAY & OSBORNE, INC.

Tim DeVries, P.E.

TDV/js  
Encl.  
By email



## SMALL WORKS CONTRACT

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between **CITY OF SELAH**, a municipal corporation (City), and \_\_\_\_\_ (Contractor).

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

1. Project. The Contractor shall do all work and furnish all permits, tools, materials, labor and equipment for the City public works project known as 2024 Crack Seal ("Project") in accordance with and as described in the attached bid proposal, plans and specifications, which are by this reference incorporated herein and made a part hereof, and shall perform any alterations in or additions to the Project provided under this contract and every part thereof.

2. Project Cost. The amount of the Project Contract is \_\_\_\_\_ (\$\_\_\_\_\_) plus applicable Washington State sales tax. The total Project Cost includes all costs associated with the Project work, including, but not limited to, labor, materials, overhead, administrative, permit, and regulatory costs, unless otherwise agreed in writing. The City shall pay sales tax to the Contractor for those portions of the Project that are subject to sales tax. The Contractor shall make sales tax and other tax payments to the State of Washington as provided by Statute.

3. City Agreement. The City employs the Contractor to provide the materials and to do and cause to perform the Project work described above and to complete and finish same according to the Contract Documents (proposal, contract plans, specifications) and the terms and conditions herein contained and contracts to pay the total Project Cost for such work, at the time and in the manner and upon the conditions provided for in this Agreement.

4. Contractor Agreement. The Contractor hereby agrees to fully perform the work for the total Project Cost according to the terms and conditions of this Agreement.

5. Contract Time/Liquidated Damages.

5.1 Contract Time. The Contract Time shall begin on the first working day following the 10<sup>th</sup> calendar day after the issuance of the written Notice to Proceed or the first day on which the Contractor begins to perform Work on the site, whichever occurs first. Time is of the essence for this Contract. All of the Work shall be completed within the time limits set forth in the Contract, and the Contractor's unexcused failure to do so shall result in the assessment of liquidated damages.

The Contractor shall complete all of the Work within the number of calendar days that are specified in the Bid Proposal.

5.2 Liquidated Damages. If the Project is not completed within the Contract Time, then, because of the difficulty in computing the actual damages to the City arising from any delay in completing this Agreement, the parties determine in advance and agree that the Contractor shall pay the City the amount of \$500.00 per work day that the work remains incomplete after expiration of the specified time for completion as liquidated damages. The parties agree that such amount represents a reasonable forecast of the actual damages, which the City will suffer by failure of the Contractor to complete the work within the agreed time. The execution of this Agreement constitutes acknowledgment by the Contractor that Contractor has ascertained and agrees that the City will actually suffer damages of at least the amount herein fixed.

6. Contractor Responsibilities. The Contractor represents that Contractor is fully experienced and possesses all of the necessary expertise for performance of all work specified herein. The Contractor warrants to the City that any materials and equipment furnished under this Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents, that the work will be free from defects, and that the work will conform with the requirements of the Contract Documents. The Contractor shall provide and bear the expense of all equipment, work and labor that may be required for the transfer of materials and for constructing and completing the work provided for in this Agreement, unless otherwise provided in the specifications for the Project, and shall guarantee said materials and work for a period of two years after completion of this contract.

7. Equitable Adjustments. Should the Contractor desire an equitable adjustment to the Project Cost, on the basis of a written change order or an oral order from the City, Contractor shall file a written notice of that fact with the City within 48 hours of the written or oral order. No later than seven days thereafter, Contractor shall file a written claim with the City stating the amount claimed supported by appropriate documentation. By not protesting or following procedures as this section provides, the Contractor waives any additional entitlement or claims for protested work, and accepts from the City any written or oral order (including directions, instructions, interpretations, and determinations). In spite of any protest, the Contractor shall proceed to promptly complete work that the City has ordered. THE CONTRACTOR'S ACCEPTANCE OF FINAL PAYMENT SHALL CONSTITUTE A WAIVER OF CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY THE CONTRACTOR IN WRITING AS UNSETTLED AT THE TIME REQUEST FOR FINAL PAYMENT IS MADE.

8. Payment Terms.

8.1 The City shall pay the Contractor on a monthly basis for all work and services satisfactorily completed during the preceding month. A detailed application for payment shall be submitted by the Contractor to the City on or before the 5<sup>th</sup> day of each month, showing the progress of the work and requesting payment in an amount proportionate to the work completed. In cases of single payment, the City shall make

payment only after all appropriate releases are submitted. In cases of multiple payments, the City shall retain monies as required by RCW 60.28 and pay the retainage as provided therein. Payment to the Contractor shall be made within 30 days after approval of the application for payment.

8.2 Defective or Unauthorized Work. The City reserves the right to withhold payment from the Contractor for any defective or unauthorized work. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of this Agreement, and extra work and materials furnished without the City's written approval. If the Contractor is unable, for any reason, to satisfactorily complete any portion of the work, the City may complete the work by contract or otherwise, and the Contractor shall be liable to the City for any additional costs incurred by the City. "Additional costs" means all reasonable costs incurred by the City, including legal costs and attorneys' fees, beyond the maximum contract price under this Agreement. The City further reserves the right to deduct the cost to complete the work, including any additional costs, from any amounts due or to become due to the Contractor. The provisions of this subsection 8.2 shall be in addition to any other remedies available under this Agreement.

9. Termination. The City shall have the right to terminate this Agreement for public convenience or good cause. "Good cause" shall include, without limitation, any one or more of the following events:

- a. The Contractor's refusal and failure to supply a sufficient number of properly skilled workers, superintendence, or proper materials or equipment for completion of the Work.
- b. The Contractor's failure to complete the Project Work within the time specified in this Agreement.
- c. The Contractor's failure to complete the Project Work in accordance with the Plans and Specifications.
- d. The Contractor's failure to make full and prompt payment to subcontractors for all materials or labor.
- e. The Contractor's failure to comply with any federal, state, or local laws, regulations, rules or ordinances.
- f. The Contractor's filing for bankruptcy or being adjudged bankrupt.

10. Dispute Resolution/Governing Law/Jurisdiction. If any dispute, controversy, or claim arises out of or relates to this Agreement, the Parties agree to try to settle the dispute by non-binding mediation with the assistance of a recognized professional mediator or mediation service. The Parties shall bear equally all expenses of the mediation. The Parties shall be required to submit any such disputes, controversies or claims to mediation as provided herein as a precondition to commencing any legal action relating to or arising out of this Agreement. This Agreement shall be construed in accordance with,

and shall be governed by, the laws of the State of Washington. The Parties agree that any legal action or proceeding arising out of or relating to this Agreement shall be filed in the Superior Court of Yakima County, Washington.

11. Indemnification. The Contractor shall defend, indemnify, and save the City and its officers and employees harmless from any and all claim and risk and all losses, damages, demands, suits, judgments, and attorneys' fees or other costs, penalties, fees or expenses of any kind on account of injury to or death of any and all persons, on account of all property damage of any kind, or loss of use resulting therefrom, or on account of liability under any federal, state or local laws, ordinances or regulations (including, but not limited to, those laws set forth in Section 17 below) governing the disposal of waste or debris accumulated and/or generated during the course of performance of the work under this Agreement, that is in any manner connected with, the work performed under this Agreement, or caused in whole or in part by reason of the presence of the contractor, the subcontractors, or their property, employees, or agents, upon or in proximity to the property of the City during performance of the work or at any time before final acceptance, except only for those losses resulting from and to the extent of the negligence of the City with regard to activities within the Contractor's scope of work. The Contractor specifically waives any immunity granted under the State Industrial Insurance Law, RCW Title 51, which is specifically acknowledged by the Contractor. \_\_\_\_\_(Contractor's Initials)

12. Performance, Payment and Guaranty Bond. The Contractor shall furnish performance, payment and guaranty bond for the faithful performance and payment of all its obligations under this Agreement. The bond shall be in penal sums at least equal to the contract price unless otherwise stated, in such form, and with such corporate sureties as are acceptable to the City. The bond shall remain in effect to guarantee the repair and replacement of defective equipment, materials, and workmanship, and payment of damages sustained by the City on account of such defects, discovered within 2 years after final acceptance by the City. This guaranty is supplemental and does not limit or affect the requirements that the Contractor's work comply with the requirements of the Contract or any other legal rights or remedies of the Owner.

In lieu of performance, payment and guaranty bond, for Projects with an estimated Project Cost of \$150,000.00 or less, the Contractor may elect to have the City withhold 10 percent of the contract amount for a period of 30 days after the date of the City's final acceptance of the Project Work, or until receipt of all necessary releases from the Department of Revenue and the Department of Labor & Industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

13. Insurance.

13.1 General Requirements.

1. The Contractor shall procure and maintain insurance described in all subsections in this Section, from insurers

with a current A.M. Best rating not less than A – VII and licensed to do business in the state of Washington. The Owner reserves the right to approve or reject the insurance provided, based on the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and/or endorsements.

2. The Contractor shall keep this insurance in force during the term of the Contract and for 30 days after the Physical Completion Date, unless otherwise indicated.
3. All insurance coverage required by this section shall be written and provided by “occurrence-based” policy forms rather than by “claims made” forms.
4. The insurance policies shall contain a “cross liability” provision.
5. The Contractor’s and all subcontractors’ insurance coverage shall be primary and non-contributory insurance as respects the Owner’s insurance, self-insurance, or insurance pool coverage. Any insurance, self-insurance or self-insured pool coverage maintained by the Owner shall be excess of the Contractor’s insurance and shall not contribute with it.
6. The Contractor shall provide the Owner and all Additional Insured with written notice of any policy cancellation and the date of effective cancellation within 2 business days of receipt.
7. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Owner.
8. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of Contract, upon which the Owner may, after giving 5 business days notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Owner on demand, or at the sole discretion of the Owner, offset against funds due the Contractor from the Owner.

9. Under no circumstances shall a wrap up policy be obtained, for either initiating or maintaining coverage, to satisfy insurance requirements for any policy required under this Section. A “wrap up policy” is defined as an insurance agreement or arrangement under which all the parties working on a specified or designated project are insured under one policy for liability arising out of that specified or designated project.
10. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made.

13.2 Additional Insured. All insurance policies, with the exception of Workers Compensation, shall name the following listed entities as additional insured(s) using the forms or endorsements required herein:

- The Owner and its officers, elected officials, employees, agents, and volunteers;
- Gray & Osborne, Inc.;

The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor pursuant to 13.5 describes limits lower than those maintained by the Contractor.

13.3 Subcontractors. Contractor shall ensure that each subcontractor of every tier obtains and maintains at a minimum the insurance coverages listed in 13.5.1 and 13.5.2. Upon request of the Owner, the Contractor shall provide evidence of such insurance.

13.4 Verification of Coverage. The Contractor shall deliver to the Owner a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the work. The certificate and endorsements shall conform to the following requirements:

1. An ACORD certificate or a form determined by the Owner to be equivalent. The certificate or an endorsement form shall indicate the Contractor’s insurance is primary and non-contributory.
2. The Contractor shall obtain endorsement forms CG 2010 10 01, CG 2032 04 13 and CG 2037 04 13 or the equivalent of each, naming the Owner and all other entities listed in 13.2 as Additional Insured(s) and showing the policy number. If the Contractor is

unsuccessful in securing these endorsements after exerting commercially reasonable efforts, the Contractor shall obtain other endorsements providing equivalent protection to the Additional Insured. A statement of additional insured status on an ACORD Certificate of Insurance shall not satisfy this requirement. Commercially reasonable efforts shall be evidenced by a signed statement by the Contractor's insurance broker indicating that endorsement forms CG 2010 10 01, CG 2032 04 13 and CG 2037 04 13 are not available and the endorsements submitted provide equivalent protection to the Additional Insured.

3. Any other amendatory endorsements to show the coverage required herein.
4. Upon request, the Contractor shall forward to the Owner a full and certified copy of the insurance policy(s). If Builders Risk Insurance is required on this Project, a full and certified copy of that policy is required when the Contractor delivers the signed Contract for the Work.

13.5 Coverages and Limits. The insurance shall provide the minimum coverages and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits. All deductibles and self-insured retentions shall be disclosed and are subject to approval by the Owner. The cost of any claim payments falling within the deductible shall be the responsibility of the Contractor.

1. Commercial General Liability

Commercial General Liability insurance shall be written on coverage forms at least as broad as ISO occurrence form CG 00 01, including but not limited to liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage.

The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

Contractor shall maintain Commercial General Liability Insurance arising out of the Contractor's completed operations for at least 3 years following Substantial Completion of the Work.

Such policy must provide the following minimum limits:

\$2,000,000	Each Occurrence
\$3,000,000	General Aggregate
\$3,000,000	Products & Completed Operations Aggregate
\$2,000,000	Personal & Advertising Injury, each offence
\$2,000,000	Stop Gap/Employers' Liability, each accident

2. Automobile Liability

Automobile Liability for owned, non-owned, hired, and leased vehicles, with an MCS 90 endorsement and a CA 9948 endorsement attached if "pollutants" are to be transported. Such policy(ies) shall provide the following minimum limit:

\$1,000,000 combined single limit each accident

3. Workers' Compensation

The Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the state of Washington.

4. Excess or Umbrella Liability

The Contractor shall provide Excess or Umbrella Liability coverage at limits of \$2 million per occurrence and annual aggregate. This excess or umbrella liability coverage shall apply, at a minimum, to both the Commercial General and Auto insurance policy coverage and employers liability.

This requirement may be satisfied instead through the Contractor's primary Commercial General and Automobile Liability coverage, or any combination thereof.

14. Prevailing Wages. The Contractor shall pay prevailing wages as required and shall comply with RCW 39.12 and RCW 49.28. A statement of prevailing wages applicable to the Project is included in the specifications. Notice of intent to pay prevailing wages and prevailing wage rates for the project must be posted for the benefit of workers. The Contractor shall provide an "Affidavit of Industrial Insurance Compliance" for itself and each subcontractor upon acceptance of the Project by the City. Final payment will be made in accordance with the requirements of RCW 39.12.

15. Utility Location. The Contractor is solely responsible for locating any underground utilities affected by the work and is deemed to be an "excavator" for the purposes of Chapter 19.122 RCW, as may be amended. The Contractor shall be



responsible for compliance with Chapter 19.122 RCW including utilization of the “one call” system, before commencing any excavation activities.

16. Trench Safety Systems. All trenches shall be provided with adequate safety systems as required by RCW 49.17 and WAC 296-155-650 and 655. Contractor is responsible for providing the competent person and registered professional engineer required by WAC 296-155-650-655.

17. Environmental Regulation. Contractor shall be solely and completely responsible for complying with all environmental statutes and regulations, including but not limited to: 42 USC 4321 et seq.; Executive Order 11514; 33 USC 1251 et seq.; and RCWs 43.21; 70.74; 70.94; 90.48; 90.58; and WAC 197-11. The Contractor shall be solely responsible for any damages, penalties, fines, fees, costs, expenses, and/or attorney’s fees incurred as a result of non-compliance with Section 17.

18. Safety. The Contractor shall be solely and completely responsible for safety and safety conditions on the jobsite, including the safety of all persons and property during performance of the Work. Observation of the Work by the City’s employees, agents and consultants is not intended to include review of the Contractor’s work methods, equipment, bracing, scaffolding or trenching, or safety measures in, on or near the construction site. The Contractor shall provide a safe access for the City and its employees, agents, and consultants to adequately observe the quality of the Work and the Contractor’s conformance with the project specifications. The Contractor shall be solely and completely responsible to perform all work and furnish all materials in strict compliance with all applicable state, city, county and federal laws, regulations, ordinances, orders and codes. The Contractor’s attention is directed to the requirements of the Washington Industrial Safety and Health Act (WISHA), Chapter 49.17 RCW.

19. Hours of Work. Contractor shall conduct all Work between the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday unless stated otherwise under the Project’s permit conditions or this Contract. No Work on weekends shall be allowed unless City gives written approval prior to the weekend. Contractor shall give a minimum of 48 hours notice if Work on the weekend is necessary. Approved Work on the weekends shall be conducted between the hours of 7:00 a.m. and 6:00 p.m. Work hours may be further restricted due to permit conditions.

20. Specifications. Contractor shall furnish and install the materials and equipment and perform the work as specified on the Plans and in the Specifications and permits obtained for this Project.

21. Miscellaneous.

21.1 Subletting or Assigning Contract. The Contractor shall not assign, transfer, or encumber any rights, duties or interest accruing from this Agreement without the express prior written consent of the City.

21.2 Extent of Agreement Modification. This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended, modified or added to only by written instrument properly signed by both parties.

21.3 Work Performed at Contractor's Risk. The Contractor shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of work under this Agreement. All work shall be done at the Contractor's own risk, and the Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

21.4 Nonwaiver of Breach. The failure of the City to insist upon strict performance of any of the terms and rights contained in this Agreement, or to exercise any option contained in this Agreement in one or more instances, shall not be construed to be a waiver or relinquishment of those terms and rights and such terms and rights shall remain in full force and effect.

21.5 Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless otherwise notified. Any written notice shall become effective on delivery, but in any event on 3 calendar days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement.

CITY OF SELAH

CONTRACTOR

Attn: City Clerk  
115 W. Naches Avenue  
Selah, Washington 98942

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

21.6 Discrimination. The Contractor agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification.

21.7 Compliance with Laws. The Contractor shall comply with all federal, state and local laws, ordinances, regulations, and rules applicable to the work to be done under this Agreement.

21.8 Severability. If any provision of this Contract is held invalid, the remainder shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law, and shall continue in force and effect.

21.9 Venue and Attorneys' Fees. This Agreement shall be interpreted under and pursuant to the laws of the State of Washington. Venue for any action brought to enforce any of the provisions of this Agreement shall be in Yakima County Superior Court, and the substantially prevailing party shall be entitled to recover its reasonable costs, expenses and attorneys' fees incurred in the action.

IN WITNESS WHEREOF, the parties have executed this Agreement as of \_\_\_\_\_, 20\_\_\_\_.

**OWNER:**

**CONTRACTOR:**

**CITY OF SELAH**

\_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
(Print or type name)

\_\_\_\_\_  
(Print or type name)

Its \_\_\_\_\_  
(Title)

Its \_\_\_\_\_  
(Title)

Address \_\_\_\_\_

Telephone \_\_\_\_\_

a \_\_\_\_\_ corporation

\_\_\_\_\_ partnership

\_\_\_\_\_ joint venture

\_\_\_\_\_ sole proprietorship

State of Washington General Contractor's

License No. \_\_\_\_\_.



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

Meeting Date: 8/13/2024  
Agenda Number: 10E

Action Item

**Title:** Resolution Authorizing the Mayor to Sign a Six-Page Contract and Package of Documents with Ascent Foundation & More, LLC, for the City's East Goodlander Road Retaining Wall Reconstruction Project

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

**Action Requested:** Approval

**Staff Recommendation:** Approval

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

**Fiscal Impact:** \$35,003.82 (all of which is contemplated to be reimbursed to the City by USAA Insurance, as the insurer for the at-fault driver who caused damage to the retaining wall)

**Funding Source:** 111 Street Improvements Fund

**Background/Findings/Facts:** On March 14, 2024, an at-fault driver damaged the City's retaining wall (and also fence) on East Goodlander Road. On behalf of the at-fault driver, USAA Insurance has accepted liability for this incident.

The City solicited competitive sealed bids from interested contractors to repair the retaining wall (and fence). The received bids were opened and comparatively evaluated at City Hall at approximately 11:00 a.m., Friday, July 26, 2024. A total of two (2) bids were opened and compared. The lowest qualified bid was for the total amount of \$35,003.82, as submitted by Ascent Foundation & More, LLC, of Cle Elum, Washington.

HLA and Public Works both recommend that the City award the project to Ascent Foundation & More. A written "Contract" and related documents – collectively measuring six total pages (which pages are numbered 4-2 through 4-7, because they will be part of a larger total package of contract documents which package will include the specifications, bid material, and other items) – have been prepared. Copies of such Contract and documents are appended to this AIS. The written 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 them.

**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).*



RESOLUTION NO. 3140

RESOLUTION AUTHORIZING THE MAYOR SIGN A SIX-PAGE CONTRACT AND PACKAGE OF DOCUMENTS WITH ASCENT FOUNDATION & MORE, LLC, FOR THE CITY'S EAST GOODLANDER ROAD RETAINING WALL RECONSTRUCTION PROJECT

WHEREAS, the City desires to make certain repairs to the damaged retaining wall and fence on East Goodlander Road; 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 Ascent Foundation & More, LLC, of Cle Elum, Washington; and

WHEREAS, the City desires to award this project to Ascent Foundation & More, and to enter into a construction contract for the overall total cost of \$35,003.82; and


WHEREAS, a written "Contract" and related documents – collectively measuring six total pages (which pages are numbered 4-2 through 4-7 because such documents will be part of a larger total package of contract documents which package will include the specifications, bid material, and other items) – have been prepared, and the terms of the proposed documents are acceptable to City staff; and

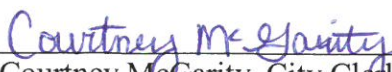
WHEREAS, the City Council finds that good cause exists;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, as follows: (1) that the Mayor be and is authorized to sign, and Public Works Director Rocky D. Wallace be and is authorized to fill-in the appropriate data on any blank lines on, the six-page Contract and related documents with Ascent Foundations & More 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 Mr. 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 Mr. Wallace are authorized to enter into and/or sign any necessary agreements or documents without further approval by the City Council.

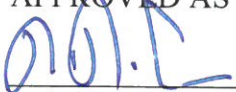
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 13<sup>th</sup> day of August, 2024.

ATTEST:

  
\_\_\_\_\_  
Roger Bell, Mayor

  
\_\_\_\_\_  
Courtney McGarity, City Clerk

APPROVED AS TO FORM:

A handwritten signature in blue ink, appearing to read 'Rob Case', written over a horizontal line.

Rob Case, City Attorney



July 26, 2024

City of Selah  
115 W Naches Ave  
Selah, WA 98942

Attn: Rocky Wallace, Public Works Director

Re: City of Selah  
E. Goodlander Road Retaining Wall Reconstruction  
HLA Project No.: 24124C  
Recommendation of Award

Dear Mayor Bell:

The bid opening for the above referenced project was held at City of Selah Council Chambers at 11:00 a.m. on Friday, July 26, 2024. A total of two (2) bids were received with the low bid of \$35,003.82, being offered by Ascent Foundation & More LLC, of Cle Elum, WA. This low bid is approximately thirty (30%) percent below the Engineer's Estimate of \$50,220.00.

We have reviewed and checked the bid proposals of all bidders and recommend the City of Selah award a construction contract to Ascent Foundation & More LLC, in the amount of \$35,003.82. 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.

Sincerely,

Terry D. Alapeteri, PE

TDA/jdb

Enclosures

Copy: Rocky Wallace, Kimberly Grimm, City of Selah  
Taylor Denny, Angie Ringer, HLA

## CONTRACT

THIS AGREEMENT, made and entered into in triplicate, this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Selah, hereinafter called the OWNER, and \_\_\_\_\_, hereinafter called the CONTRACTOR,

WITNESSETH:

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

- I. The CONTRACTOR shall do all work and furnish all tools, materials, and equipment for the bid amount of \$ \_\_\_\_\_, for E. GOODLANDER ROAD RETAINING WALL RECONSTRUCTION, HLA Project No. 24124, 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 fifteen (15) 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

By: \_\_\_\_\_

Name: Roger Bell

Title: Mayor

ATTEST:

\_\_\_\_\_

Name: Courtney McGarity

Title: City Clerk

CONTRACTOR:

\_\_\_\_\_  
(CONTRACTOR NAME)

By: \_\_\_\_\_  
AUTHORIZED OFFICIAL'S SIGNATURE

(SEAL)

Name: \_\_\_\_\_  
*(Please Print or Type)*

ATTEST:

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_  
*(Please Print or Type)*

**CERTIFICATIONS**

CITY OF SELAH  
E. GOODLANDER ROAD RETAINING WALL RECONSTRUCTION  
HLA PROJECT NO. 24124

Provide the following:

---

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

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

---

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

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

---

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

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

---

Name of Certified Testing Laboratory for Material Testing

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

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

CITY OF SELAH  
E. GOODLANDER ROAD RETAINING WALL RECONSTRUCTION  
HLA PROJECT NO. 24124

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 Sunnyside, 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  
E. GOODLANDER ROAD RETAINING WALL RECONSTRUCTION  
HLA PROJECT NO. 24124

BOND TO CITY OF SELAH

KNOW ALL PERSONS BY THESE PRESENTS:

That we, the undersigned, \_\_\_\_\_,

as principal, and \_\_\_\_\_,

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

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

Dated at \_\_\_\_\_, Washington, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

WHEREAS, under and pursuant to action of the City of Selah, on \_\_\_\_\_, 2024, the Mayor of said City of Selah, has let or is about to let to the said

\_\_\_\_\_, the above bounden Principal, a certain Contract, the said Contract being numbered, HLA Project No. 24124, and providing for the construction of E. GOODLANDER ROAD RETAINING WALL RECONSTRUCTION which Contract is referred to herein and is made a part hereof as though attached hereto, and

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

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

CITY OF SELAH  
E. GOODLANDER ROAD RETAINING WALL RECONSTRUCTION  
HLA PROJECT NO. 24124

SURETY: \_\_\_\_\_

CONTRACTOR:

By: \_\_\_\_\_  
(Attorney-in-fact)

\_\_\_\_\_  
CONTRACTOR NAME

Name: \_\_\_\_\_  
(Please Print or Type)

By: \_\_\_\_\_  
AUTHORIZED OFFICIAL'S SIGNATURE

Agent: \_\_\_\_\_

Name: \_\_\_\_\_  
(Please Print or Type)

Address: \_\_\_\_\_

\_\_\_\_\_

Surety Representative Name:

\_\_\_\_\_

Surety Representative Phone:

\_\_\_\_\_

Surety Representative Email:

\_\_\_\_\_



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

Meeting Date 8/13/2024

Agenda Number: 11A

Informational Item

**Title:** Public Hearing to Receive Public Input Regarding the Potential Adoption of the “Selah Transit Development Plan 2024-2029 and 2023 Annual Report”.

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

**Action Requested:** Public Hearing - Open Record

**Staff Recommendation:** Conduct a Public hearing.

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

**Fiscal Impact:** N/A

**Funding Source:** N/A

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

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

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

<b>Date:</b>	<b>Action Taken:</b>
7/26/2024	Notice of Public Hearing the “Selah Transit Development Plan” for the Six-Year Plan 2024-2029





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

## **Selah Transit**

**Operated by Medstar Transportation**

**1904 Fruitvale Blvd**

**Yakima, WA 98902**

**(509) 248-2004**

## **Public Hearing:**

**8/13/2024**

**Adopted by the City of Selah Council**

## **Submitted to WSDOT**

## **Acknowledgments:**

### **City of Selah**

Rich Huebner, City Administrator

Rocky Wallace, Public Works Director

Kimberly Grimm, Director of Finance

## **Prepared by:**

Medstar Transportation

1904 Fruitvale Blvd, Yakima, WA 98902

Contact person: Justin Bergener, CEO

Email - [discover@gomedstar.com](mailto:discover@gomedstar.com) PH 509-248-2004

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## **Section 1: Introduction**

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

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

## **Section 2: History**

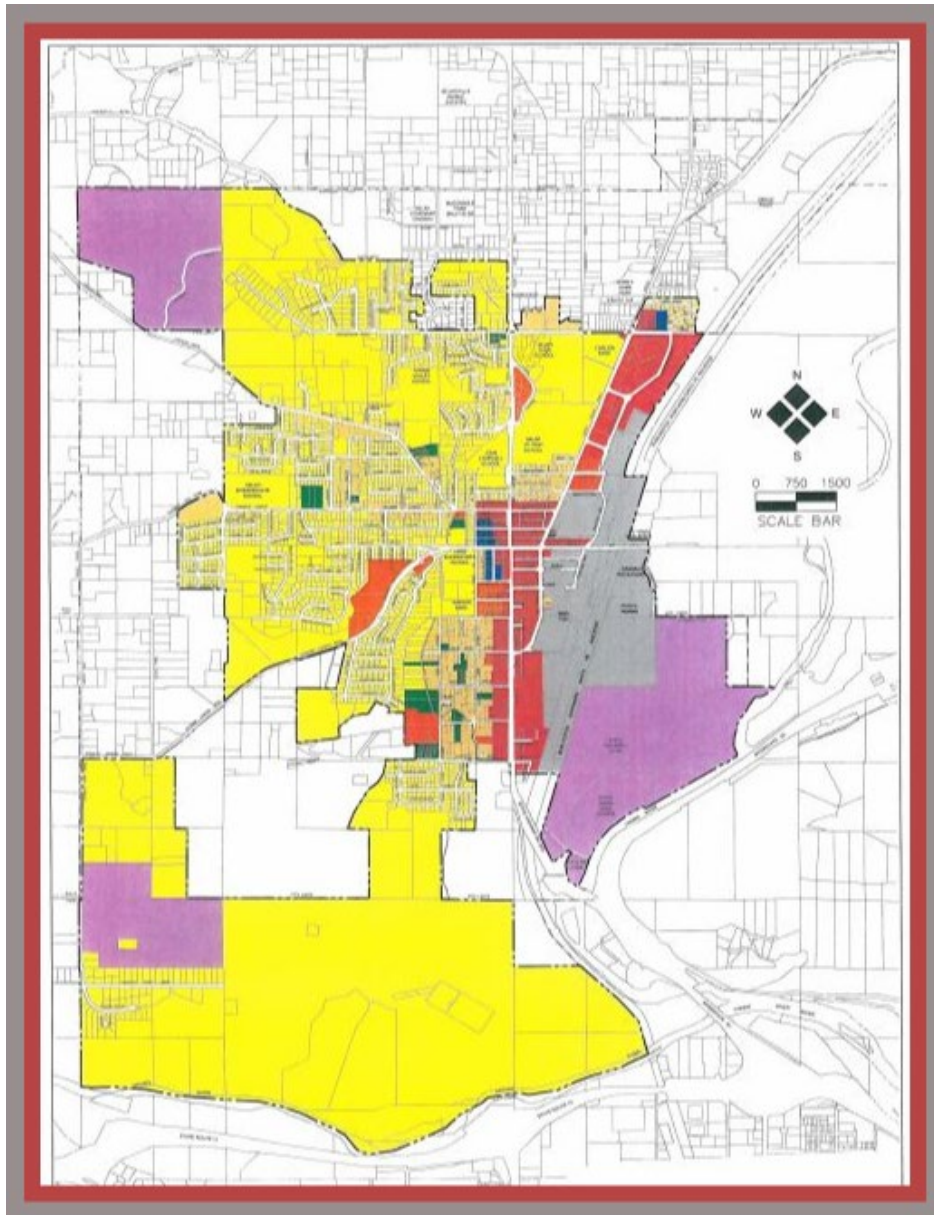
Selah was officially incorporated on April 3, 1919. Selah has a strong major form of government. Selah's base economic activity primarily consists of fruit warehousing/processing facilities due to the proximity of fruit orchards in the nearby Wenas Valley and access to regional railroad and roadway systems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

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

## **Section 3: Location**

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





## Section 4: Organization

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

The Selah City Council governs Selah Transit.

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

As of 6/3/2024, Selah Transit's contractor employed:

1 full-time employee in the operations division

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

.5 full time equivalent in the maintenance division

.5 full time equivalent in the administration division

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

7.5 Total Transit employees

## Section 5: Physical Plant

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



## Section 6: Service Characteristics

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

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

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

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

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

**Selah Transit Fare Structure per Boarding (effective June 1, 2024)**

Fixed Route Day Pass - Selah Residents.....	\$1.00
Fixed Route Monthly Pass - Selah Residents 19 and older.....	\$15.00
Fixed Route Day Pass - Non-Selah Residents.....	\$1.00
Fixed Route Monthly Pass - Non-Selah Residents 19 and older.....	\$30.00
Fixed Route Monthly Youth Rate for 18 years old and younger.....	Free
Dial A Ride Boarding.....	\$2.00
Dial A Ride Ticket Books.....	\$20.00
Youth 18 years old and younger.....	Free

**Section 7: Service Connections**

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

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

**Section 8: Service Development & Improvements**

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

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

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



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

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

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

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



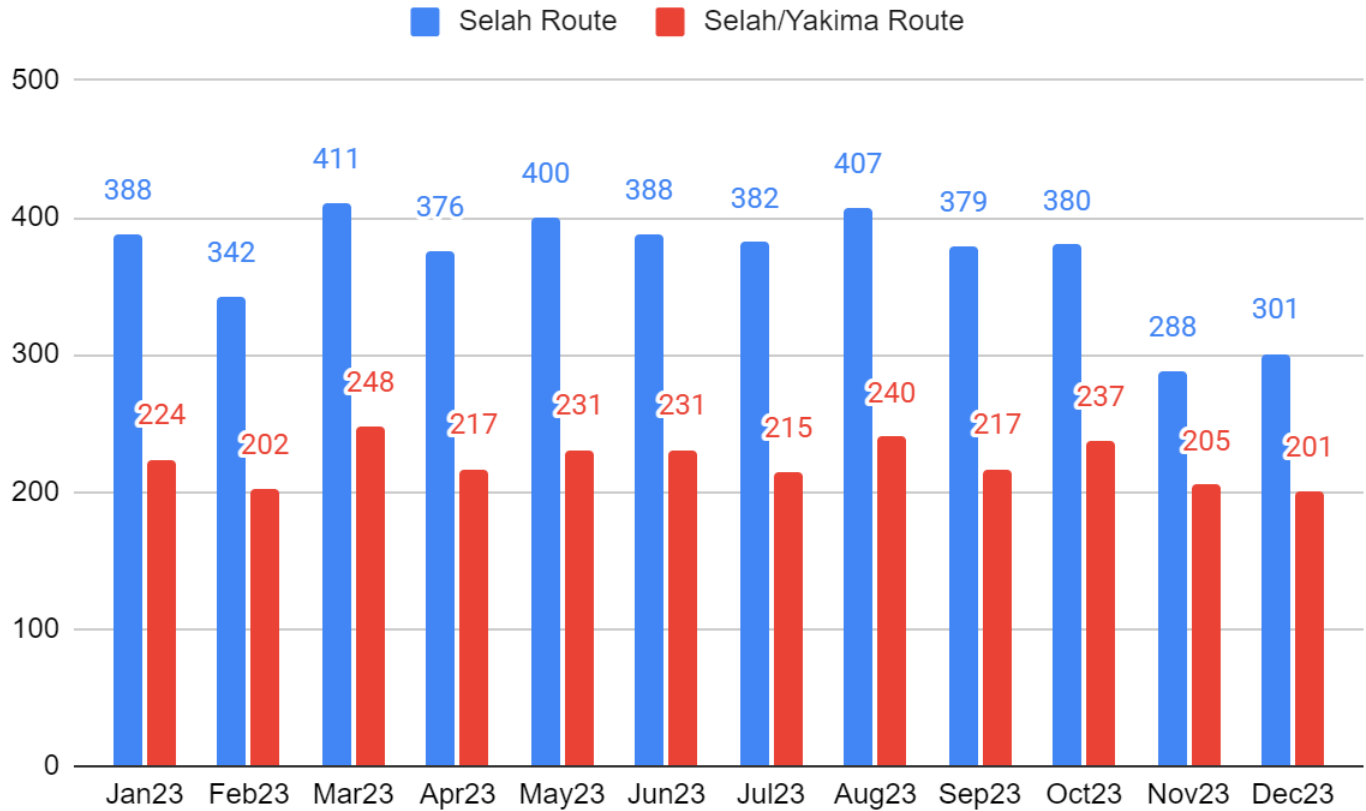
## Section 10: Plan Assumptions

**Population** – According to the 2023 census report, the Selah Transit service area population is 8,080.

1. **Sales Tax:** We are expecting Sales Tax to increase at a rate of 1.5% through 2029.
2. **Inflation Factor:** Medstar Transportations wage and salary costs will increase by 6.00% per year throughout the plan due to Washington State Minimum Law potential changes. All other costs will increase at an estimated 2.50% per year throughout the plan.
3. **Fixed Route Bus Service:** In 2024 Selah Transit will provide approximately 5,597 hours of revenue service. Ridership will be consistent through 2029.

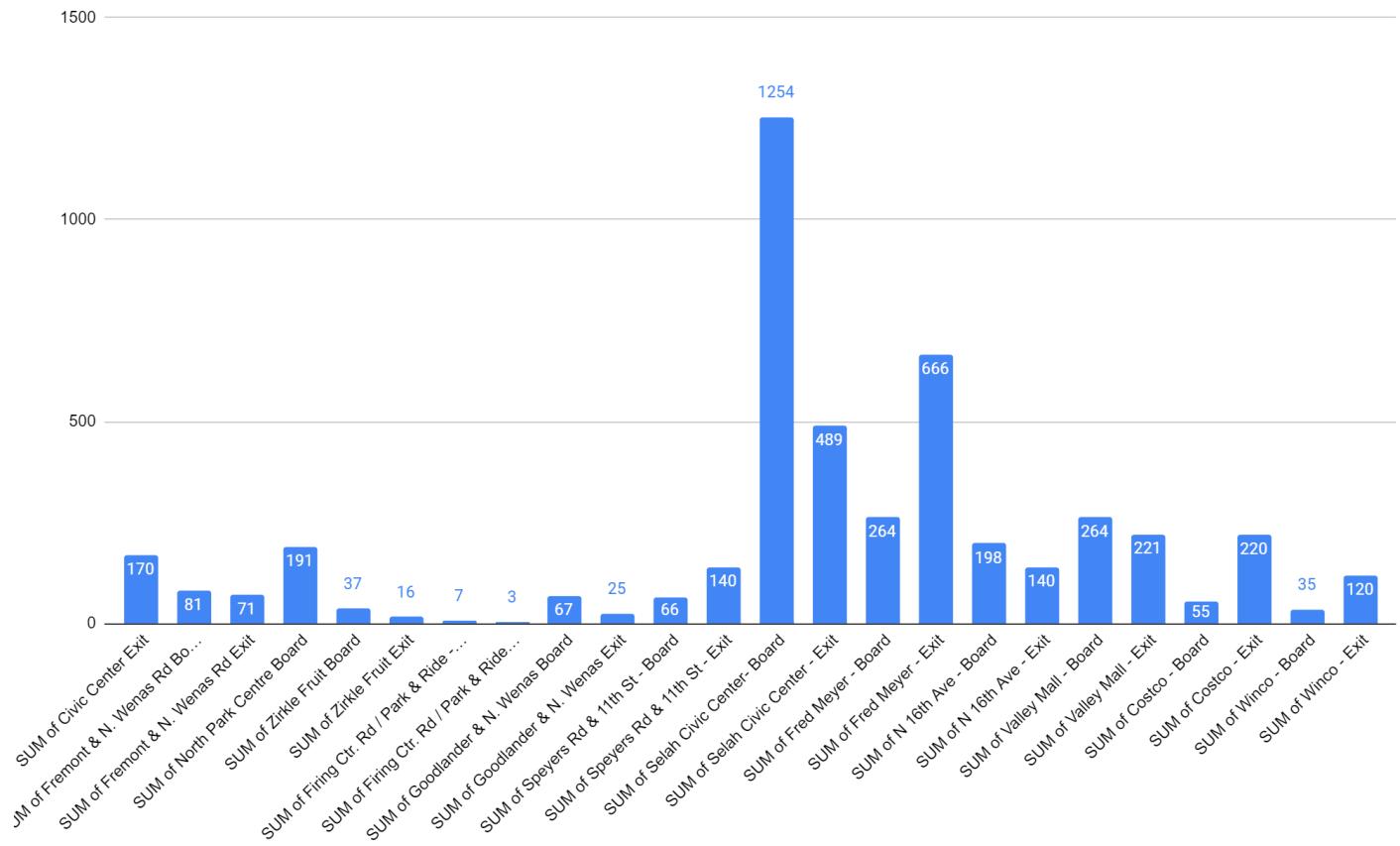
### Figure 1: Monthly Ridership

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



## Figure 2: Selah Transit Route Daily Average by Month

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

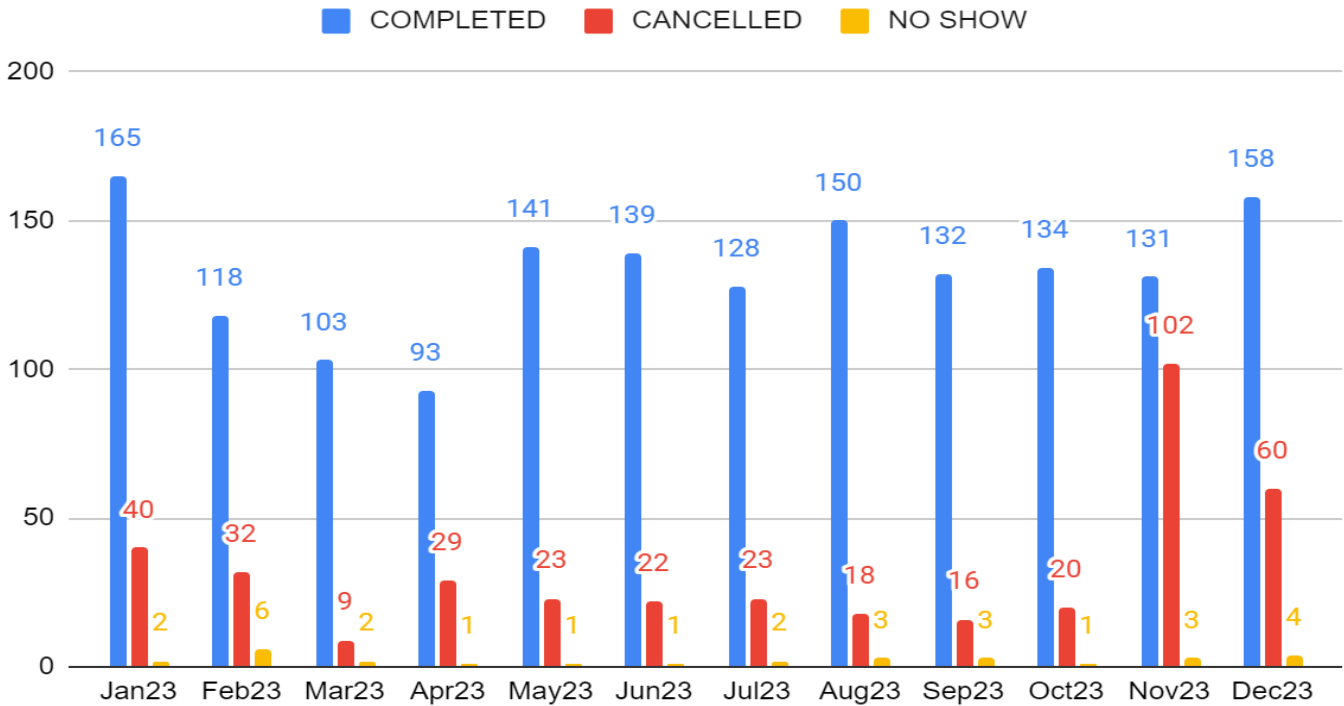


### Figure 4: Dial-A-Ride ADA Paratransit Service

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



### Dial A Ride Total Boardings January 2023 through December 2023.





## Section 11: Operating Data 2023 Actual - 2024 – 2029 Estimated

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

## Section 12: Selah Transit - Operating Revenues and Expenditures 2023-2029

(All figures in whole dollars)

	2023	2024	2025	2026	2027	2028	2029
<b>Beginning Balance</b>	639,432	673,769	709,951	748,075	788,247	830,576	875,178
<b>Revenues</b>							
Sales Tax	686,658	696,958	707,412	718,023	728,794	739,726	750,822
Federal Operating Grants							
WSDOT Grants	3,523						
Other	21,858	22,295	22,741	23,196	23,660	24,133	24,616
<b>Total Available</b>	1,351,471	1,393,023	1,440,104	1,489,295	1,540,701	1,594,434	1,650,615
<b>Operating Expenses</b>							
Contracted Fixed Route	257,157	261,014	264,930	268,904	272,937	277,031	281,187
Contracted Paratransit ADA	57,952	58,821	59,704	60,599	61,508	62,431	63,367
Contracted Commuter YAK-ELL	16,000	16,240	16,484	16,731	16,982	17,237	17,495
Administration	132,095	135,397	138,782	142,252	145,808	149,453	153,190
<b>Total Expenses</b>	463,204	471,473	479,899	488,485	497,235	506,152	515,239
<b>Net Cash Available</b>	888,267	921,550	960,205	1,000,809	1,043,465	1,088,283	1,135,376
<b>Capital Revenue</b>							
Sales Tax Revenue							
WSDOT Grant - Capital							
Other							
<b>Total Capital Revenue</b>							
<b>Capital Expenditures</b>							
Minor Equipment							
Facilities	11,000	11,000	11,000	11,000	11,000	11,000	11,000
Shelters/Benches/Signs							
Transfer Out OP	314,192						
<b>Total Capital Expenditures</b>	325,192	11,000	11,000	11,000	11,000	11,000	11,000
<b>Ending Cash Balance 12/31</b>	563,075	910,550	949,205	989,809	1,032,465	1,077,283	1,124,376

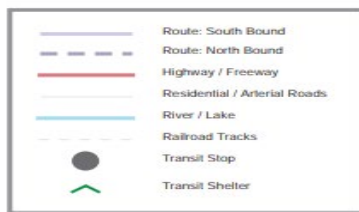
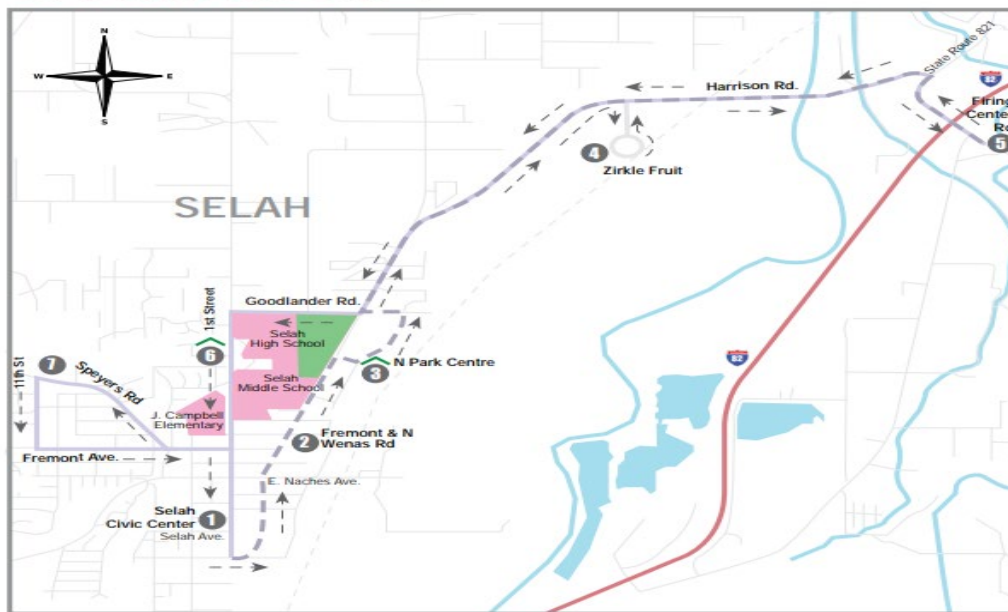
## Section 13: List of Equipment

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

## Section 13: Route Maps, Schedules, and Rules



### SELAH ROUTE



All routes served by lift-equipped buses

Bus stops generally every 2 blocks on the route

**SELAH LOCATIONS SERVED:** Goodwill Store, Tree Top, Viking Village, North Park Centre, Zrikle Fruit, Firing Center Road Park & Ride, Selah High School, Selah Middle School, John Campbell Elementary, Yakima Valley School, Selah Intermediate School, Selah City Hall, Selah Civic Center.

46 For Selah Transit information, call 619-1639



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

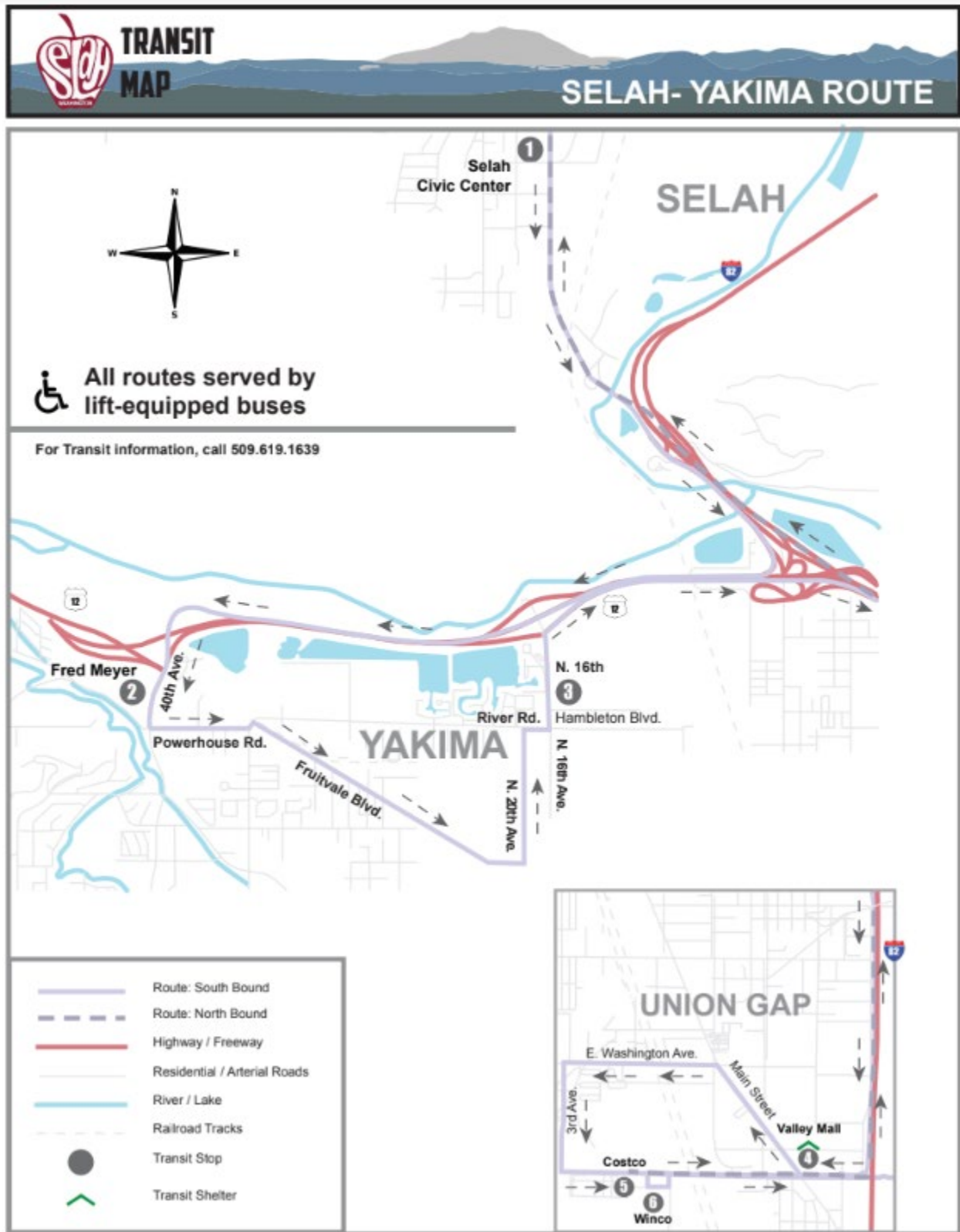
	Selah Civic Center	Fremont & N. Wenas Rd.	North Park Centre	Zirkle Fruit	Selah Firing Ctr. Rd. Park & Ride	Selah High School N. 1st St.	Speyers Rd. & 11th St.	Selah Civic Center
<b>AM</b>	6:45	6:52	6:54	6:57	7:02	7:05	7:10	7:15
	7:20	7:27	7:29	7:32	--	7:37	7:42	7:47
	7:52	7:59	8:01	8:04	--	8:09	8:14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

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

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

For Selah Transit information, call 619-1639 47

# Selah - Yakima Route





# Selah Transit

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

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

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

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

For Selah Transit information, call 619-1639 49





## TELEPHONE INFORMATION HOURS:

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

**RIDER NOTICE** - Beginning January 1, 2019 to ride the Selah Transit buses you will need to purchase a bus pass for individual rides or a monthly bus pass. The cost for individual bus passes is 1.00 per day. Monthly bus passes will be \$30.00 for non-Selah residents and \$15.00 for Selah residents. Dial A Ride ticket books will also be available for purchase for those who qualify to use Selah Dial A Ride. Dial A Ride tickets will be \$2.00 per boarding and ticket books will be available for \$20.00. Bus passes and Dial A Ride ticket books will be available for purchase at Selah City Hall, the Selah Civic Center, Medstar Transportation as well as from the Selah Transit Drivers. Children 6 and under ride free.

## ACCESSIBILITY- All transit buses are wheelchair accessible.

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

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

**LOST AND FOUND**- Lost Items are held for 30 days.

## BICYCLES

Our transit buses are equipped with bike racks.

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

## LOADING YOUR BIKE

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

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

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

## RIDING GUIDELINES-

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

## SELAH DIAL-A-RIDE-

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

## INFORMACIÓN TELEFÓNICA :

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

**AVISO AL CLIENTE** - Comenzando el 1 de Enero de 2019 para viajar en los autobuses de tránsito Selah tendrá que comprar boletos para paseos individuales o un pase de autobús mensual. El costo del boleto de autobús individual es \$1.00 por día. Los boletos de autobús costarán \$30.00 para los clientes que no son residentes de Selah y \$15.00 para los que si son residentes de Selah. Los libros de boletos del servicio de Selah Dial A Ride también estarán disponibles para la compra para aquellos que califiquen para usar Selah Dial A Ride. Los boletos para Selah Dial A Ride costarán \$2.00 por embarque y los libros de boletos estarán disponibles por \$20.00. Los pases de autobús y los boletos de viaje para Selah Dial A Ride estarán disponibles para su compra en el City Hall de Selah, el centro cívico de Selah, en la oficina de Medstar, y también estarán disponibles con los conductores del tránsito de Selah. Niños menores de 6 años viajan gratis.

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

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

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

## BICICLETAS

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

## CARGAR LA BICICLETA

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

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

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

## REGLAS PARA VIAJAR-

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

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

For Selah Transit information, call 619-1639 45





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

Meeting Date: 8/13/2024  
 Agenda Number: 12B

Action Item

**Title:** Resolution Approving Final Mural Design, Authorizing Its Installation, and Authorizing Request for Reimbursement

**From:** Rob Case, City Attorney

**Staff Recommendation:** N/A

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

**Fiscal Impact:** The City is contractually obligated to contribute up to \$25,000.00 toward design and installation of the mural.

**Funding Source:** 001, General Fund

**Background/Findings/Facts:** On March 26, 2024, the City Council approved the preliminary/conceptual design of the mural. Now, the SAFE group is ready to present the actual design for final approval. Representatives of the SAFE group will make a presentation during the City Council meeting on August 13, 2024. Images that depict the previously-approved preliminary/conceptual design and the now-under-consideration final design are appended to the instant AIS.

**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:
03-12-2024	Under "New Business": City Council considered the preliminary/conceptual mural design and voted to continue the matter to a later date.
03-26-2024	Under "Old Business": City Council resumed its consideration of the preliminary/conceptual mural design and affirmatively voted to approve the preliminary/conceptual design subject to a forthcoming later vote to approve the final mural design.



RESOLUTION NO. 3141

RESOLUTION APPROVING FINAL MURAL DESIGN, AUTHORIZING ITS  
INSTALLATION, AND AUTHORIZING REQUEST FOR REIMBURSEMENT

WHEREAS, during its regularly-scheduled meeting on March 26, 2024, the City Council voted affirmatively to approve the then-under-consideration preliminary/conceptual mural design for future installation on a City-owned wall, following a presentation by representatives of the SAFE group; and

WHEREAS, during its regularly-scheduled meeting on August 13, 2024, the City Council received and considered an additional presentation by representatives of the SAFE group specifically as to the final mural design; and

WHEREAS, in advance of the August 13<sup>th</sup> meeting, representatives of the SAFE group delivered an electronic file/link that set forth the final mural design, and a printed copy of such was included within the published Agenda for the August 13<sup>th</sup> meeting; and

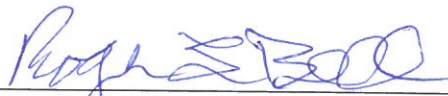
WHEREAS, during the August 13<sup>th</sup> meeting, representatives of the SAFE group also showed the City Council a large mockup of the final design; and

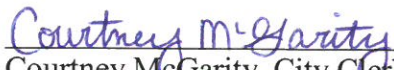
WHEREAS, the City Council found that good cause exists for approving the instant Resolution;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, as follows: (1) that the final mural design, as presented via the printed file that is appended hereto, be and is approved; (2) that the SAFE group be and is authorized to install the mural, provided that no aspect of the mural may deviate in an unacceptable manner or degree from the final design as shown in the appended file; and (3) that when the installation is complete, the SAFE group may present written invoices and substantiation to the City's finance director to show precisely how much was spent to create the mural, and City staff may then start the reimbursement process.

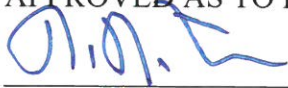
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 13<sup>th</sup> day of August, 2024.

ATTEST:

  
\_\_\_\_\_  
Roger Bell, Mayor

  
\_\_\_\_\_  
Courtney McGarity, City Clerk

APPROVED AS TO FORM:

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





FINAL MURAL DESIGN from left to right

NOTES:

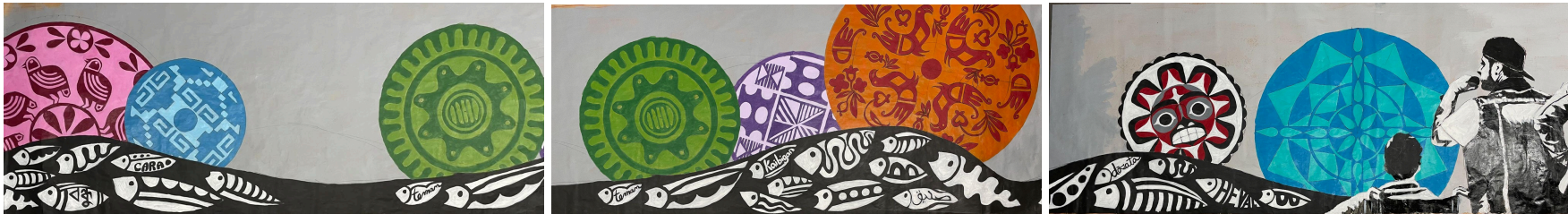
This painting is scaled down 4 times and is about 80 feet long. Too long to photograph the whole thing all at once.

The color scheme will not change when it is installed. The hues and intensities of the colors will change and improve. The colors are dull, but will be brighter and more intense on the wall with the high quality paint we will be using.

The fish may change slightly as it is installed. Changes include, but are not limited to, size, spacing, and number of fish.

The composition of people in the middle will not change except for hand placement on three of the individuals. Glossy paint was used on the people and added reflections that degraded the quality of the picture. Sorry.

I will bring the painting to the council meeting. It could be applied to the walls of the room with staples or thumbtacks. It could also be rolled out on the ground outside or inside.











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

Meeting Date: 8/13/2024

Agenda Number: 13A

Action Item
-------------

**Title:** Resolution Establishing the Date, Time and Location for a Public Hearing for Consideration of the "Southern Hill" Annexation, and Directing Publication and Posting of Notice

**From:** Jeff Peters, Community Development Supervisor

**Action Requested:** Public Meeting

**Staff Recommendation:** Approval

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

**Fiscal Impact:** N/A

**Funding Source:** N/A

**Background/Findings/Facts:** Hilltop Investment Group, LLC ("Petitioner") has requested that the City commence annexation proceedings with regard to four specific real estate lots, which are north of Southern Avenue and south of Hillcrest Drive and, more specifically, which are identified as Yakima County Assessor Parcel Numbers 181302-24425, 181302-13411, 181302-13412 and 181302-13013.

By law, the City needs to establish a date, time and location for a public hearing, and to publish and post notice of such. The attached proposed Resolution would – if approved – accomplish those things. Substantive action is not currently being proposed; it would occur at the forthcoming public hearing.

**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).*

<b>Date:</b>	<b>Action Taken:</b>
July 5, 2024	Receipt of "Notice of Intent to Commence Annexation Proceedings" from the Petitioner.



RESOLUTION NO. 3142

RESOLUTION ESTABLISHING THE DATE, TIME AND PLACE FOR A PUBLIC HEARING FOR CONSIDERATION OF THE "SOUTHERN HILL" ANNEXATION, AND DIRECTING PUBLICATION AND POSTING OF NOTICE

WHEREAS, the City received a "Notice of Intent to Commence Annexation Proceedings" from Hilltop Investment Group, LLC ("Petitioner"), requesting that four specific real estate lots be annexed into the City's corporal boundary; and

WHEREAS, the subject real estate lots collectively comprise approximately 16.65 acres, are specifically identified, are located within the City's urban growth area boundary, and are situated contiguously to the City's current corporal boundary; and

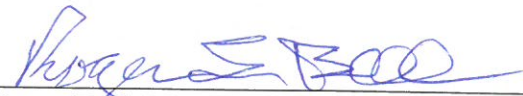
WHEREAS, the City Council reviewed the Notice and elected to not expand or alter the proposed annexation territory beyond the four subject real estate lots specified within the Notice; and

WHEREAS, the Yakima County Treasurer's Office reviewed the Notice and has certified that the acting Petitioner represents not less than 60% of the total assessed value of the territory that is proposed to be annexed; and

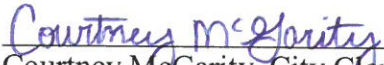
WHEREAS, RCW 35A.14.130 requires the City to fix – via Resolution – the date, time and place for a public hearing for consideration of proposed annexation by the City Council, and for notice of such to be published in the City's official newspaper and physically posted on or within the proposed annexation territory;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, as follows: (1) that August 27, 2024, at 5:30 p.m., or as soon thereafter as practical, in the City Council Chambers located at City Hall, 115 W. Naches Avenue, Selah, WA, is established as the date, time and place of a public hearing on the proposed annexation; and (2) that City staff is directed to publish notice and physically post notice as required by law.


PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 27<sup>th</sup> day of August, 2024.

  
\_\_\_\_\_  
Roger Bell, Mayor

ATTEST:

  
\_\_\_\_\_  
Courtney McGarity, City Clerk

APPROVED AS TO FORM:

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

**NOTICE OF INTENT TO COMMENCE**  
**ANNEXATION PROCEEDINGS**

**TO: City of Selah City Council**  
**115 West Naches Avenue**  
**Selah, Washington 98942**

The Honorable City Mayor and City Council members:


I/We the undersigned, as owners of not less than 10% in value according to the assessed valuation for general taxation of the parcels of property for which annexation is sought, hereby give notice of our desire to commence annexation proceedings to the City of Selah. A vicinity map of the proposed annexation area is attached as Exhibit "A".

It is requested that the City Council set a date (not less than 60 days after the filing of this request) for a public meeting with the initiating parties to determine:

- (1) Whether the City will accept, reject or geographically modify the proposed annexation;
- (2) Whether the City will require the simultaneous adoption of a proposed zoning regulation;
- (3) Whether the City will require the assumption of all or any portion of existing City indebtedness by the area to be annexed; and,
- (4) If a "right of first refusal" for purchase of irrigation and/or domestic water rights will be required

**The decision of the Council whether to "accept" the proposed annexation is entirely within the Council's discretion. By accepting the proposed annexation, the Council is not committing itself to ultimately annexing the territory proposed when a sufficient petition is presented to it. The decision to accept merely allows the annexation to go forward procedurally.**

-----  
Owners Signature (Husband & Wife if married):

  
-----  
Printed Name: JAIME Campos / HILTOP Holdings, LLC

Date Signed: 7/5/24

Mailing Address: 1308 HERITAGE HILL PLACE SELAH WA 98942

Representing Tax Parcel Numbers: 18130224425, 18130213411, 18130213412, 18130213013

**WARNING:** Every person who signs this petition with any other than his true name, or who knowingly sign more than one of these petitions, or signs a petition seeking an election when he is not a legal voter, or signs a petition when he is otherwise not qualified to sign, or who makes herein any false statement, shall be guilty of a misdemeanor.





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

Meeting Date: 8/13/2024

Agenda Number: 13B

Action Item

**Title:** Resolution Authorizing the Mayor to Sign a Six-Page Police Chief Employment Contract with Dustin Soptich

**From:** Rich Huebner, City Administrator

**Action Requested:** Approval

**Staff Recommendation:** Approval

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

**Fiscal Impact:** The Police Chief's initial salary and benefits were previously established. However, the proposed Contract includes the possibility of financial severance (capped at \$75,000.00) upon termination of the employment relationship, and that would have a financial impact. Also, the proposed Contract includes a one-time \$2,000.00 raise effective as of January 16, 2025.

**Funding Source:** 001 General

**Background/Findings/Facts:** The City is already employing Dustin Soptich. Mr. Soptich joined the City's Police Department as Lieutenant, then was promoted to Interim Police Chief, and is now serving as Police Chief.

A proposed six-page Police Chief Employment Contract is appended to this AIS. The form of the Contract is nearly identical to the form that was used for the employment of Mr. Soptich's predecessor, Daniel V. Christman. The substantive changes are that the salary amount within ¶3.1 reflects Mr. Soptich's rate of pay rather than Mr. Christman's; a sentence has been added to ¶3.1 to reflect that Mr. Soptich will receive a one-time \$2,000.00 raise effective as of January 16, 2025; a preexisting sentence within ¶3.1 referring to annual pay steps has been omitted because there actually are not any annual pay steps for the Police Chief position; the existence of reimbursable moving expenses within ¶3.3 has been omitted; language within ¶¶4.2 and 4.3 was slightly modified; and – most notably – the language within ¶6.1 regarding financial severance was modified to set the amount as “the lessor of six (6) months of the Employee's then-applicable base salary or the amount of Seventy-Five Thousand Dollars (\$75,000.00)”. Other incidental changes were also made, such as updating the date and replacing Mr. Christman's name with Mr. Soptich's name.

City management is seeking approval from the City Council for the Mayor to sign the proposed Contract. If the Contract becomes effective, Mr. Soptich will remain an “at will” employee.



However, if his employment is terminated by the City on a “without cause” basis prior to or on August 1, 2030, he would be entitled to financial severance as mentioned above.

**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).*

<b>Date:</b>	<b>Action Taken:</b>

RESOLUTION NO. 3143

RESOLUTION AUTHORIZING THE MAYOR SIGN A SIX-PAGE POLICE  
CHIEF EMPLOYMENT CONTRACT WITH DUSTIN SOPTICH

WHEREAS, City management desires to enter into a written employment contract with Police Chief Dustin Soptich, and Chief Soptich has a reciprocal desire; and

WHEREAS, a six-page Police Chief Employment Contract has been prepared, and its terms are acceptable to City management and Chief Soptich; and


WHEREAS, the City Council finds that good cause exists;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, as follows that the Mayor be and is authorized to sign the six-page Police Chief Employment Contract in the form appended hereto.

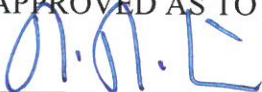
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 13<sup>th</sup> day of August, 2024.

ATTEST:

  
Roger Bell, Mayor

  
Courtney McGarity, City Clerk

APPROVED AS TO FORM:

  
Rob Case, City Attorney

## POLICE CHIEF EMPLOYMENT CONTRACT

This Police Chief Employment Contract (hereinafter "Contract") is made and entered into by and between the City of Selah, a Washington municipal corporation (hereinafter "City"), and Dustin Soptich (hereinafter "Employee"), effective as of August 1, 2024.

WHEREAS, the City desires to employ Employee as its Police Chief and Employee has agreed to serve in this capacity.

THEREFORE, in consideration of the terms and conditions of this Contract, the parties agree as follows:

### 1. Duties and Responsibilities

- 1.1 Title. Effective August 1, 2024, the City will employ Employee as its Police Chief. Employee hereby accepts such employment upon the terms and conditions set forth in this Contract.
- 1.2 Duties. Employee shall have, and agrees to perform in good faith and to the best of his ability, the duties and responsibilities of Police Chief consistent with the laws of the State of Washington and the ordinances and policies of the City. Under the general direction of the Mayor and City Administrator (with the Mayor's directions taking priority over any conflicting or inconsistent directions from the City Administrator), Employee shall manage, administer, and direct the Selah Police Department's functions and operations, including but not limited to: administering the Department contracts; organizing and planning on a timely basis the annual Department budget in conjunction with other City Departments and the City Administrator; maintaining open communications with the community; promoting responsive and courteous public service; and performing other legally permissible and proper functions as are appropriate to the office of Police Chief.
- 1.3 Devotion of Time and Effort. Employee shall devote his full time, energies, interests, and abilities to the performance of the duties and responsibilities of Police Chief and shall not engage in activities that conflict with or interfere with his performance of such duties and responsibilities. So long as Employee remains employed by the City, Employee agrees to remain in the exclusive employ of the City and shall neither accept other employment nor become employed by any other person or entity, provided that Employee may engage in occasional teaching and/or consulting on Employee's own time with advance approval of the Mayor or City Administrator.
- 1.4 Work Schedule. The typical minimum work week shall be approximately 40 hours, plus any additional work time reasonably required to discharge the duties and responsibilities of the office of Police Chief. When Employee devotes a great deal of time outside of normal office hours on business for the City, Employee



shall be allowed to establish an appropriate work schedule that allows for time away from the office during normal office hours.

## 2. **At-Will Employment**

Employee shall be employed for an indefinite term commencing August 1, 2024. Employee's employment with the City is "at-will" and may therefore be terminated at any time by the City or Employee on a "without cause" basis or on a "with cause" basis (as defined in paragraphs 6.1 and 6.2 below).

## 3. **Compensation**

- 3.1 Base Annual Salary. As compensation to Employee for services rendered to the City as its Police Chief, Employee shall be paid an initial base annual salary of One Hundred Thirty Thousand Dollars (\$130,000.00) gross, payable in accordance with the City's regular payroll periods and procedures and subject to all withholdings and deductions required by law. Then, effective January 16, 2025, Employee's base annual salary shall be increased by Two Thousand Dollars gross (\$2,000.00) beyond the annual salary that he was earning as of January 15, 2025. The position of Police Chief is exempt from overtime under state and federal law and Employee therefore shall not be eligible for overtime pay or compensatory time. Employee shall be eligible to receive the same cost-of-living adjustment that applies to the City's other management-level non-represented City employees, as determined annually by the City Council.
- 3.2 Retirement. Employee's position qualifies him for membership in the Washington State LEOFF retirement program and the City shall make all required employer contributions to the LEOFF retirement system, as required by law.
- 3.3 Moving/Temporary Housing Reimbursement. [Omitted.]
- 3.4 Expenses. The City agrees to reimburse Employee for reasonable and necessary expenses incurred for the benefit of the City in accordance with City policy.
- 3.5 Professional Development. The City shall budget and pay for the professional dues and subscriptions of Employee for his continuation and full participation in state, local and national associations and organizations necessary for his continued professional participation, growth and advancement to better serve the interests of the City. The City further recognizes the value of having Employee participate in and be directly involved in local civic clubs or organizations. Accordingly, the City shall pay for reasonable membership fees and dues to enable Employee to become an active member in local civic clubs and organizations.

#### 4. **Benefits**

- 4.1 Health and Other Insurance. Employee is eligible to participate in the City's health and other insurance benefits on the same terms as those benefits are provided to other management-level non-represented City employees.
- 4.2 Vacation. Employee was previously allotted forty (40) hours of accrued vacation. Henceforth, Employee shall accrue vacation on the same terms as other management-level non-represented City employees.
- 4.3 Sick Leave. Employee was previously allotted forty (40) hours of sick leave. Henceforth, Employee shall accrue sick leave on the same terms as other management-level non-represented City employees.
- 4.4 Holidays and Other Paid/Unpaid Leave. Employee shall receive holiday leave and other paid/unpaid leave benefits as the City may provide from time to time on the same terms as those benefits are provided to other management-level non-represented City employees.
- 4.5 Life Insurance. During Employee's employment, the City shall pay the premium for a term life insurance policy for the face-value benefit of One Hundred Thousand Dollars (\$100,000.00). Employee shall name the beneficiary(ies) of said term life insurance.
- 4.6 Police Vehicle. Employee shall have the use of a Police Department vehicle. In the event Employee uses his own vehicle for City business, the City shall reimburse Employee for mileage in accordance with City policy.
- 4.7 Mobile Phone. The City shall provide Employee with a mobile phone for use in accordance with City policy.
- 4.8 Other City Benefits and Policies. Employee will receive other benefits provided by, and be subject to any obligations included in, applicable City policies as may from time-to-time be adopted or amended by the City; provided that no such policy will be applicable to the extent that it conflicts with a term of this Contract.

#### 5. **Performance Standards and Evaluation**

Employee will be evaluated on his job performance and satisfaction of established goals and objectives after roughly six (6) months of employment and also roughly annually thereafter or when otherwise deemed appropriate by the Mayor or City Administrator.

#### 6. **Termination**

- 6.1 Termination on a "Without Cause" Basis; Possible Severance Payment. The City may at any time, in its unlimited and continuing discretion, terminate Employee's employment on a "without cause" basis at any time by providing written notice to Employee. In such event, the City will pay Employee his then-applicable base

salary earned through his final day of employment (on a gross basis, and thus subject to all withholdings and deductions required by law) and the City will also pay Employee the cash-out value of his then-existing accrued but unused vacation (also on a gross basis, and thus also subject to all withholdings and deductions required by law). In the event the City effectuates a without cause termination earlier than or on August 1, 2030 (which is, or is roughly, six years after the effective date of this Contract), the City will also pay Employee, as severance pay (again on a gross basis, and thus again subject to all withholdings and deductions as required by law), the lesser of six (6) months of the Employee's then-applicable base salary or the amount of Seventy-Five Thousand Dollars (\$75,000.00) if and only if and in exchange for Employee agreeing to, signing and not revoking a Separation Agreement and Release of Claims in a form and substance acceptable to the City.

- 6.2 Termination on a "For Cause" Basis. The City may at any time terminate Employee's employment on a "for cause" basis by providing written notice to Employee. "Cause" is defined to include any or all of the following acts or omissions by Employee: (i) dishonesty related to his employment; (ii) commission of negligence, recklessness or intentionality that results in financial or reputational harm to the City; (iii) failure to follow a lawful directive from the Mayor or City Administrator; (iv) failure to perform his duties and responsibilities under this Contract (provided that in non-emergency situations Employee has been given notice and a reasonable opportunity to cure the alleged failure); (v) commission of a felony or crime of moral turpitude; or (vi) willful violation of City policy or other willful misconduct. In such event, the City will pay Employee his then-applicable base salary earned through the date of termination (on a gross basis, and thus subject to all withholdings and deductions required by law) and the City will also pay Employee the cash-out value of his then-existing accrued but unused vacation (also on a gross basis, and thus also subject to all withholdings and deductions required by law). By contrast, Employee shall not be entitled to receive any severance pay.
- 6.3 Resignation/Retirement. Employee may at any time, in his unlimited and continuing discretion, resign and relinquish his employment by providing written notice to the Mayor or City Administrator. In such event, the City will pay Employee his then-applicable base salary earned through his final day of employment (on a gross basis, and thus subject to all withholdings and deductions required by law). Moreover, the City will also pay Employee the cash-out value of his then-existing accrued but unused vacation (also on a gross basis, and thus also subject to all withholdings and deductions required by law) if and only if and in exchange for Employee providing such notice to the Mayor or City Administrator at least thirty (30) calendar days prior to Employee's effective resignation date (or by such other lesser deadline as the Mayor or City Administrator may agree to), otherwise such gross cash-out payment to Employee

shall be reduced by the number of days/hours that Employee would have been expected to work during the thirty-day period immediately following the latter of the date that Employee actually provided such notice or his effective resignation date. By contrast, Employee shall not be entitled to receive any severance pay.

- 6.4 Disability; Death. The City may terminate Employee's employment due to any permanent or temporary disability or incapacity that renders Employee unable to fully perform his duties and responsibilities for a cumulative or successive duration of six (6) months during any 12-month period (and not necessarily judged on a calendar year basis) by providing written notice to Employee or to a proper agent of Employee. Employee's employment shall be deemed automatically terminated upon Employee's death. In the event of termination of Employee's employment on either basis, the City will pay Employee or his estate Employee's then-applicable base salary earned through his final day of employment (on a gross basis, and thus subject to all withholdings and deductions required by law) and the City will also pay Employee or his estate the cash-out value of Employee's then-existing accrued but unused vacation (also on a gross basis, and thus also subject to all withholdings and deductions required by law). By contrast, neither Employee nor his estate shall be entitled to receive any severance payment.

## **7. Integration/Entire Agreement**

This Contract constitutes the entire agreement between the parties and supersedes all prior oral or written negotiations, offers, agreements, or understandings between the parties with respect to the subject matter of this Contract. No waiver, alteration, or modification of any of the provisions of this Contract will be binding unless in writing and signed by duly authorized representatives of the parties. To the extent that any provision of this Contract conflicts with any provision of any City policy or rule, the provisions of this Contract shall prevail and control. By contrast, to the extent that any provision of this Contract conflicts with any provision of now-existing law including now-existing City code and ordinances, the provisions of now-existing law and now-existing City code and ordinances shall prevail and control. If any provision of this Contract is held to be unenforceable, such provision shall be treated as automatically modified so as to be enforceable and the other provisions of this Contract shall remain in full force and effect without modification.

## **8. Other Terms and Conditions**

- 8.1 Any notice to the City under this Contract shall be furnished in physical written form by Employee to the Mayor or City Administrator. Any notice to Employee under this Contract shall be furnished in physical written form by the City to Employee. All such notices must be sent by first-class mail with postage prepaid or delivered in person (but a duplicate may be sent via email, provided that such emailed-duplicate shall not constitute or be effective on its own as original notice).



- 8.2 The Mayor or City Administrator may at any time, in their unlimited and continuing discretion, establish, promulgate, and impose any new or clarified lawful policy or rule as to Employee's duties and responsibilities or Employee's performance by providing notice to Employee, provided that such policies and rules are not inconsistent with or in conflict with the provisions of this Contract, then-applicable City code or ordinances, or any other then-applicable law.
- 8.3 All now-existing or later-existing provisions of City code, City ordinances, City regulations, City policies and rules shall apply to and for Employee to the same extent that such apply to other employees of the City, except as may be specifically otherwise stated in this Contract.
- 8.4 This Contract shall be interpreted, construed, and enforce according to the internal laws of the State of Washington (not including any choice-of-law or conflict-of-law laws).
- 8.5 All captions and section headings used in this Contract are for convenience only and do not alter the substantive effect of any provision of this Contract.
- 8.6 No waiver by either party of any breach or violation by either party of the provisions of this Contract shall be deemed a waiver of any subsequent breach or violation.

## 9. Counterparts

This Contract may be executed in counterparts, and each counterpart will have the same force and effect as an original and will constitute an effective, binding agreement on the part of each party.

IN WITNESS WHEREOF, the undersigned have executed this Contract on the dates indicated below.

CITY OF SELAH ("City")

By: Roger Bell

Dated: 8/13/2024

Roger Bell, Mayor (following approval by City Council)

Approved as to form by:

D.R. Case

Dated: 08-13-2024

D. R. (Rob) Case, City Attorney

DUSTIN SOPTICH ("Employee")

Dustin Soptich

Dated: 8/13/24