



SELAH CITY COUNCIL

Regular Meeting

August 27, 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 27, 2024
4:30 p.m.: Study Session
5:30 p.m.: Regular Meeting

Mayor: Roger Bell
Mayor Pro Tempore and Councilmember: Kevin Wickenhagen
Councilmembers: Jared Iverson
Elizabeth Marquis
Clifford Peterson
William Longmire
Michael Costello
David Monaghan
City Administrator: Rich Huebner
City Attorney: Rob Case
City Clerk: Courtney McGarity

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

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 Aaron Crumrine of Selah Covenant 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 Selah Police Lieutenant, Mick Gause

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 August 13, 2024 Council Meeting
- B. Kimberly Grimm * Approval of Claims & Payroll
- C. Rocky Wallace * Resolution Adopting the “Selah Transit Development Plan 2024-2029 and 2023 Annual Report”
- D. Rocky Wallace * Resolution Declaring the East Orchard Avenue Sidewalk Improvements Project to be Complete and Accepting the Work and Materials
- E. Rocky Wallace * Resolution Authorizing the Mayor to Sign a Six-Page Contract with Capture Energy, LLC, for the Wixson Park Pathway Project
- F. Rich Huebner * Resolution Authorizing the Mayor to Sign a Six-Page No-Charge Facility Use Agreement with Independent Contractor

11) **Public Hearings**

- A. Jeff Peters Hilltop Investment Group Annexation Public Hearing and Annexation Findings (File Number: Annex 2024-001)

12) **General Business**

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

13) **Resolutions - None**

- 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: September 10, 2024

Next Study Session: September 10, 2024



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 8/27/2024
Agenda Number: 10A

Action Item

Title: Approval of Meeting Minutes from August 13, 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
August 13, 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, Kevin Wickenhagen, William Longmire, Jared Iverson

Councilmembers Absent: Michael Costello

Staff Present: Rob Case, City Attorney; Dustin Soptich, Police Chief; Rocky Wallace, Public Works Director; Kimberly Grimm, Finance Director; Zack Schab, Recreation + Tourism Manager; Jeff Peters, Community Development Supervisor; Courtney McGarity, City Clerk

Staff Absent: Rich Huebner, City Administrator; Jim Lange, Fire Chief

Pledge of Allegiance was said by all in attendance

Invocation

Councilmember Wickenhagen provided prayer.

Pre-Arranged Oral Comments from the Public

- Pattie Graffe — SDA
Announcement of new Treasurer, TJ Hesselgesser; Committee Meeting: Economic Development planning a Cash Mob on Family Night 8/15 from 6pm-8pm; Outreach now has 11 board members and all Community Chair positions are now filled; Design is transitioning into fall next month; Beautification and Façade Grants include updates at River Canyon, Crave Coffee, Selah Variety Building, and Fully Charged Fitness; Upcoming Pickleball Tournament on 10/5; Spirit Week is 10/7-10/11.

Oral Comments by People in Attendance

- Russ Carlson
Spoke on knowledge of ADU's; late payments on city financial report.
- Lisa Gordon
Spoke on transitional housing, community impact statements, inspections

Proclamations/Announcements

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

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 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

Councilmember Monaghan moved to approve the Consent Agenda. Councilmember Marquis 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.

Public Hearings

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

A. Public Hearing was opened by Mayor Bell. No discussion or comments. Public Hearing was closed by Mayor Bell.

General Business - Old

- A. Rob Case Resolution Approving Final Mural Design, Authorizing Its Installation, and Authorizing Request for Reimbursement

- A. Mindy Clark and Courtney Hernandez presented the final mural design. The wall has been pressure washed and prepped for painting to begin. Councilmember Marquis inquired about the words on the fish; Mindy explained that each word on the fish is “friends” in different languages and that each person depicted is a Selah community member; Councilmember Peterson inquired on the cultures represented; Mindy explained that each circle does represent an artist design from a different culture or region; Councilmember Peterson inquired on the estimated timeline for completion; Mindy gave a projected time of 3 weeks to paint the mural, 30 days to allow for curing and a graffiti coat to finish with a final completion in mid-October; Rob Case inquired on the use of any trademarks; Mindy responded that there are no trademarks included. Councilmember Marquis moved to approve the Resolution. Councilmember Peterson seconded. Following a roll call vote by Ms. McGarity, Councilmembers Peterson, Marquis, Longmire and Iverson are in favor; Councilmembers Monaghan and Wickenhagen are opposed. The motion is passed.

Resolutions

- A. Jeff Peters 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. Rob Case Resolution Authorizing the Mayor to Sign a Six-Page Police Chief Employment Contract with Dustin Soptich
- A. Councilmember Wickenhagen moved to approve the Resolution. Councilmember Longmire seconded. Following a roll call vote by Ms. McGarity none are opposed and the motion is passed.
- B. Councilmember Wickenhagen moved to approve the Resolution. Councilmember Marquis seconded. Following a roll call vote by Ms. McGarity none are opposed and the motion is passed.

Staff Reports/Announcements

The following staff members provided a department report:

- Chief of Police, Dustin Soptich
- Recreation & Tourism Manager, Zack Schab
- Community Development Supervisor, Jeff Peters
- Public Works Director, Rocky Wallace
- Clerk/Treasurer, Kimberly Grimm

Councilmember Reports

- Councilmember Peterson – The SPRSA Pool Levy passing at 62.54%; Fire Commissioner meeting 8/13.

- Councilmember Iverson – Attended the annual Yakima Basin Fish & Wildlife Recovery Board meeting which included three site tours and voting on the allotment of funds for the upcoming year.

City Attorney Report

No report.

City Administrator Report

See attachment.

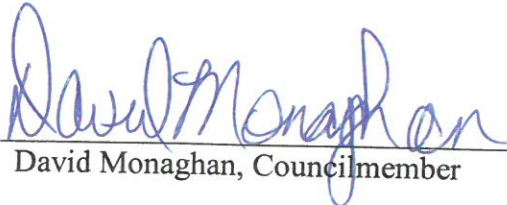
Mayor's Report

Announcement of Jeff Peters resignation as Community Development Supervisor and City Planner with plans to look into options including the possibility of contracting in the interim to fulfill the vacancy; addressed the moderate insurance rate increases in coordination with the purchase of assets and property and hiring of new employees with a comparison of 22% this year versus 40% last year.

Adjournment

Councilmember Iverson moved to adjourn the meeting. Councilmember Marquis seconded. Mayor Bell adjourned.

Meeting ended at 6:41 p.m.



David Monaghan, Councilmember

Elizabeth Marquis, Councilmember

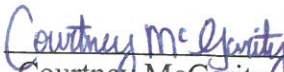


Kevin Wickenhagen, Councilmember




Jared Iverson, Councilmember

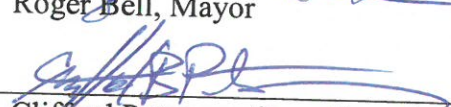
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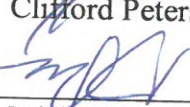
Courtney McGarity, City Clerk



Roger Bell, Mayor



Clifford Peterson, Councilmember



Michael Costello, Councilmember



William Longmire, Councilmember



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 8/27/2024

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

CHECK REGISTER

City Of Selah

Time: 14:53:52 Date: 08/22/2024

08/15/2024 To: 08/22/2024

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3981	08/15/2024	Payroll	1	EFT		2,017.41	Aug 1-15 2024 Pay Period
3982	08/15/2024	Payroll	1	EFT		1,888.85	Aug 1-15 2024 Pay Period
3983	08/15/2024	Payroll	1	EFT		2,227.37	Aug 1-15 2024 Pay Period
3984	08/15/2024	Payroll	1	EFT		2,079.35	Aug 1-15 2024 Pay Period
3985	08/15/2024	Payroll	1	EFT		2,822.91	Aug 1-15 2024 Pay Period
3986	08/15/2024	Payroll	1	EFT		1,722.73	Aug 1-15 2024 Pay Period
3987	08/15/2024	Payroll	1	EFT		2,153.18	Aug 1-15 2024 Pay Period
3988	08/15/2024	Payroll	1	EFT		2,034.02	Aug 1-15 2024 Pay Period
3989	08/15/2024	Payroll	1	EFT		2,126.44	Aug 1-15 2024 Pay Period
3990	08/15/2024	Payroll	1	EFT		4,281.31	Aug 1-15 2024 Pay Period
3991	08/15/2024	Payroll	1	EFT		1,693.68	Aug 1-15 2024 Pay Period
3992	08/15/2024	Payroll	1	EFT		2,179.37	Aug 1-15 2024 Pay Period
3993	08/15/2024	Payroll	1	EFT		2,429.13	Aug 1-15 2024 Pay Period
3994	08/15/2024	Payroll	1	EFT		1,947.05	Aug 1-15 2024 Pay Period
3995	08/15/2024	Payroll	1	EFT		2,314.90	Aug 1-15 2024 Pay Period
3996	08/15/2024	Payroll	1	EFT		2,032.81	Aug 1-15 2024 Pay Period
3997	08/15/2024	Payroll	1	EFT		1,870.15	Aug 1-15 2024 Pay Period
3998	08/15/2024	Payroll	1	EFT		892.82	Aug 1-15 2024 Pay Period
3999	08/15/2024	Payroll	1	EFT		2,593.89	Aug 1-15 2024 Pay Period
4000	08/15/2024	Payroll	1	EFT		1,985.87	Aug 1-15 2024 Pay Period
4001	08/15/2024	Payroll	1	EFT		1,940.51	Aug 1-15 2024 Pay Period
4002	08/15/2024	Payroll	1	EFT		292.54	Aug 1-15 2024 Pay Period
4003	08/15/2024	Payroll	1	EFT		1,942.56	Aug 1-15 2024 Pay Period
4004	08/15/2024	Payroll	1	EFT		3,575.47	Aug 1-15 2024 Pay Period
4006	08/15/2024	Payroll	1	EFT		2,242.33	Aug 1-15 2024 Pay Period
4007	08/15/2024	Payroll	1	EFT		53.95	Aug 1-15 2024 Pay Period
4008	08/15/2024	Payroll	1	EFT		2,158.02	Aug 1-15 2024 Pay Period
4009	08/15/2024	Payroll	1	EFT		3,674.02	Aug 1-15 2024 Pay Period
4010	08/15/2024	Payroll	1	EFT		1,858.17	Aug 1-15 2024 Pay Period
4012	08/15/2024	Payroll	1	EFT		2,071.65	Aug 1-15 2024 Pay Period
4013	08/15/2024	Payroll	1	EFT		1,971.83	Aug 1-15 2024 Pay Period
4014	08/15/2024	Payroll	1	EFT		2,388.04	Aug 1-15 2024 Pay Period
4015	08/15/2024	Payroll	1	EFT		1,662.93	Aug 1-15 2024 Pay Period
4016	08/15/2024	Payroll	1	EFT		2,374.35	Aug 1-15 2024 Pay Period
4017	08/15/2024	Payroll	1	EFT		749.39	Aug 1-15 2024 Pay Period
4018	08/15/2024	Payroll	1	EFT		3,891.24	Aug 1-15 2024 Pay Period
4019	08/15/2024	Payroll	1	EFT		1,844.14	Aug 1-15 2024 Pay Period
4020	08/15/2024	Payroll	1	EFT		1,992.10	Aug 1-15 2024 Pay Period
4021	08/15/2024	Payroll	1	EFT		3,278.44	Aug 1-15 2024 Pay Period
4022	08/15/2024	Payroll	1	EFT		2,469.50	Aug 1-15 2024 Pay Period
4023	08/15/2024	Payroll	1	EFT		2,207.18	Aug 1-15 2024 Pay Period
4024	08/15/2024	Payroll	1	EFT		2,062.10	Aug 1-15 2024 Pay Period
4025	08/15/2024	Payroll	1	EFT		292.54	Aug 1-15 2024 Pay Period
4026	08/15/2024	Payroll	1	EFT		292.54	Aug 1-15 2024 Pay Period
4027	08/15/2024	Payroll	1	EFT		3,515.73	Aug 1-15 2024 Pay Period
4028	08/15/2024	Payroll	1	EFT		2,819.03	Aug 1-15 2024 Pay Period
4029	08/15/2024	Payroll	1	EFT		1,963.41	Aug 1-15 2024 Pay Period
4030	08/15/2024	Payroll	1	EFT		1,921.83	Aug 1-15 2024 Pay Period
4031	08/15/2024	Payroll	1	EFT		1,971.16	Aug 1-15 2024 Pay Period
4032	08/15/2024	Payroll	1	EFT		2,338.14	Aug 1-15 2024 Pay Period
4033	08/15/2024	Payroll	1	EFT		2,546.02	Aug 1-15 2024 Pay Period
4034	08/15/2024	Payroll	1	EFT		1,873.74	Aug 1-15 2024 Pay Period
4035	08/15/2024	Payroll	1	EFT		2,425.30	Aug 1-15 2024 Pay Period
4036	08/15/2024	Payroll	1	EFT		3,036.27	Aug 1-15 2024 Pay Period
4037	08/15/2024	Payroll	1	EFT		2,430.27	Aug 1-15 2024 Pay Period
4039	08/15/2024	Payroll	1	EFT		3,334.33	Aug 1-15 2024 Pay Period
4040	08/15/2024	Payroll	1	EFT		2,545.60	Aug 1-15 2024 Pay Period
4041	08/15/2024	Payroll	1	EFT		2,425.14	Aug 1-15 2024 Pay Period
4042	08/15/2024	Payroll	1	EFT		3,088.44	Aug 1-15 2024 Pay Period
4043	08/15/2024	Payroll	1	EFT		1,940.83	Aug 1-15 2024 Pay Period

CHECK REGISTER

City Of Selah

Time: 14:53:52 Date: 08/22/2024

08/15/2024 To: 08/22/2024

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
4044	08/15/2024	Payroll	1	EFT		1,382.95	Aug 1-15 2024 Pay Period
4045	08/15/2024	Payroll	1	EFT		160.90	Aug 1-15 2024 Pay Period
4046	08/15/2024	Payroll	1	EFT		2,251.28	Aug 1-15 2024 Pay Period
4047	08/15/2024	Payroll	1	EFT		1,984.65	Aug 1-15 2024 Pay Period
4048	08/15/2024	Payroll	1	EFT		2,183.07	Aug 1-15 2024 Pay Period
4049	08/15/2024	Payroll	1	EFT		2,300.21	Aug 1-15 2024 Pay Period
4050	08/15/2024	Payroll	1	EFT		2,512.69	Aug 1-15 2024 Pay Period
4051	08/15/2024	Payroll	1	EFT		3,973.22	Aug 1-15 2024 Pay Period
4052	08/15/2024	Payroll	1	EFT		2,673.24	Aug 1-15 2024 Pay Period
4053	08/15/2024	Payroll	1	EFT		3,435.42	Aug 1-15 2024 Pay Period
4054	08/15/2024	Payroll	1	EFT		292.54	Aug 1-15 2024 Pay Period
4055	08/15/2024	Payroll	1	EFT		2,016.21	Aug 1-15 2024 Pay Period
4056	08/15/2024	Payroll	1	EFT		1,755.37	Aug 1-15 2024 Pay Period
4057	08/15/2024	Payroll	1	EFT		1,886.20	Aug 1-15 2024 Pay Period
4058	08/15/2024	Payroll	1	EFT		1,971.80	Aug 1-15 2024 Pay Period
4059	08/15/2024	Payroll	1	EFT		3,581.84	Aug 1-15 2024 Pay Period
4060	08/15/2024	Payroll	1	EFT		993.25	Aug 1-15 2024 Pay Period
4061	08/15/2024	Payroll	1	EFT		2,653.52	Aug 1-15 2024 Pay Period
4063	08/15/2024	Payroll	1	EFT		2,349.75	Aug 1-15 2024 Pay Period
4064	08/15/2024	Payroll	1	EFT		2,921.13	Aug 1-15 2024 Pay Period
4072	08/15/2024	Payroll	1	EFT	EFTPS	60,091.32	941 Deposit for Pay Cycle(s) 08/15/2024 - 08/15/2024
4073	08/15/2024	Payroll	1	EFT	Washington State Support Registry	784.00	Pay Cycle(s) 08/15/2024 To 08/15/2024 - WA STATE SUPPORT
4093	08/16/2024	Payroll	1	EFT	Dept of Retirement - Def Comp	4,367.27	Pay Cycle(s) 08/15/2024 To 08/15/2024 - Deferred Comp; Pay Cycle(s) 08/15/2024 To 08/15/2024 - Deferred Comp - Roth
4094	08/16/2024	Payroll	1	EFT	HRA VEBA Trust - PD & PW YA063	3,374.47	Pay Cycle(s) 08/15/2024 To 08/15/2024 - HRA VEBA
4096	08/16/2024	Payroll	1	EFT		96.96	Pay from Aug 7-15 Correction
4114	08/19/2024	Payroll	1	EFT	AFLAC Remittance Processing	258.63	Pay Cycle(s) 07/31/2024 To 07/31/2024 - AFLAC 125; Pay Cycle(s) 08/15/2024 To 08/15/2024 - AFLAC 125
4115	08/19/2024	Payroll	1	EFT	EFTPS	17.96	941 Deposit for Pay Cycle(s) 08/16/2024 - 08/16/2024
4005	08/15/2024	Payroll	1	86392		124.01	Aug 1-15 2024 Pay Period
4011	08/15/2024	Payroll	1	86393		114.02	Aug 1-15 2024 Pay Period
4038	08/15/2024	Payroll	1	86394		343.74	Aug 1-15 2024 Pay Period
4062	08/15/2024	Payroll	1	86395		479.98	Aug 1-15 2024 Pay Period
4065	08/15/2024	Payroll	1	86396	Washington State Firefighters	50.00	7/1/24-6/30/25
4066	08/15/2024	Payroll	1	86397	Washington Teamsters Welfare Trust	144.72	5-6/24 Life Ins. Benefits
4068	08/15/2024	Payroll	1	86398	Teamsters Local #760 - PD Dues	1,712.00	Pay Cycle(s) 08/15/2024 To 08/15/2024 - TEAMSTERS PD DUES
4067	08/15/2024	Payroll	1	86399	Selah Police Association Employee Fund	290.00	Pay Cycle(s) 08/15/2024 To 08/15/2024 - PD EMP FUND
4069	08/15/2024	Payroll	1	86400	WA State Council Police Officer Dues	187.50	Pay Cycle(s) 08/15/2024 To 08/15/2024 - PD COUNCIL DUES

001 General Fund	97,627.35
103 Fire Control	53,803.95
110 City Street	14,637.11
111 Street Improvement	1,089.86

CHECK REGISTER

City Of Selah

Time: 14:53:52 Date: 08/22/2024

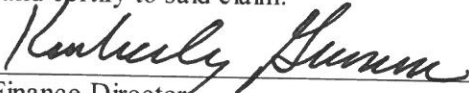
08/15/2024 To: 08/22/2024

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
		118 Civic Center				3,216.41	
		119 Transit				3,988.89	
		121 Tourism				440.52	
		411 Water				26,081.69	
		415 Sewer				40,647.28	
		420 Solid Waste				4,936.78	
						<hr/>	
						246,469.84	Payroll: 246,469.84

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 \$ _____

ACCOUNTS PAYABLE

City Of Selah

As Of: 10/11/2024

Time: 14:49:24 Date: 08/22/2024
Page: 1

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
1270	08/20/2024	08/27/2024	1627	223.02	Invoice #1FN7-D3FC-19GQ
1271	08/20/2024	08/27/2024	1627	216.59	Invoice #1KGQ-WPJK-179M
1272	08/20/2024	08/27/2024	1627	214.42	Invoice #1N77-6HJ9-4HRY
1333	08/21/2024	08/27/2024	1627	324.84	Invoice #1MY6-K3JN-49L9
1334	08/21/2024	08/27/2024	1633	123.00	Invoice #2419116, 2419319, 2419298
1335	08/21/2024	08/27/2024	1633	117.00	Invoice #2419504, 2419924
1259	08/19/2024	08/27/2024	2742	4,380.74	Invoice #940060066 7/24
1273	08/20/2024	08/27/2024	1652	47.80	Invoice #3720302976
1336	08/21/2024	08/27/2024	1652	18.67	Invoice 33720311321
1374	08/21/2024	08/27/2024	1652	13.87	Invoice #3720312404, 3720312401
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1332	08/20/2024	08/27/2024	1706	113.07	Invoice #0118 0824 8/8
1378	08/21/2024	08/27/2024	1706	145.35	Card Service Center 8/8/24 Card Number 0134
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1357	08/21/2024	08/27/2024	1738	146.42	Invoice #4200865609
1397	08/21/2024	08/27/2024	2873	894.22	Background on LT
1326	08/20/2024	08/27/2024	2869	11,000.00	Invoice #Aug2024
1363	08/21/2024	08/27/2024	1743	63.00	Sunnyside Jail Inmate housing
1352	08/21/2024	08/27/2024	1754	209.98	Invoice #2871686
1269	08/20/2024	08/27/2024	2868	50.00	Permit #3006160.003
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1276	08/20/2024	08/27/2024	1852	227.43	Invoice #5979 3419 July 2024
1351	08/21/2024	08/27/2024	1852	1,423.52	Cory Baird FBI LEEDA Class, National Night Out T Shirts, Expedia charge, Card number 6001
1354	08/21/2024	08/27/2024	1852	122.27	Card Number 0732 National Night Out food event license, National night out supplies
1376	08/21/2024	08/27/2024	1852	696.79	Card 0017 ESRI Subscription, Police One subscription Cramer
1377	08/21/2024	08/27/2024	1852	87.28	Invoice #5498 08/24

ACCOUNTS PAYABLE

City Of Selah

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
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1277	08/20/2024	08/27/2024	1868	466.78	Invoice #1498381, 1498995
1340	08/21/2024	08/27/2024	1868	496.01	Invoice #1499162
1380	08/21/2024	08/27/2024	2872	8,051.16	Invoice #JB24-245047
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1311	08/20/2024	08/27/2024	1886	3,698.50	Invoice #22205C-005
1312	08/20/2024	08/27/2024	1886	1,415.00	Invoice #23159E-003
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1280	08/20/2024	08/27/2024	1895	13.99	Invoice #829427
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1285	08/20/2024	08/27/2024	1895	37.89	Invoice #829655
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1287	08/20/2024	08/27/2024	1895	47.40	Invoice #829731
1288	08/20/2024	08/27/2024	1895	47.18	Invoice #829774
1289	08/20/2024	08/27/2024	1895	20.57	Invoice #829911
1290	08/20/2024	08/27/2024	1895	183.19	Invoice #829921
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1296	08/20/2024	08/27/2024	1895	325.98	Invoice #830011
1297	08/20/2024	08/27/2024	1895	13.63	Invoice #830048
1298	08/20/2024	08/27/2024	1895	34.86	Invoice #830076
1299	08/20/2024	08/27/2024	1895	6.13	Invoice #830087
1300	08/20/2024	08/27/2024	1895	60.60	Invoice #830155
1301	08/20/2024	08/27/2024	1895	31.74	Invoice #830212

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City Of Selah

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1304	08/20/2024	08/27/2024	Helms Hardware Company	31.17	Invoice #830391
1305	08/20/2024	08/27/2024	Helms Hardware Company	19.48	Invoice #830393
1306	08/20/2024	08/27/2024	Helms Hardware Company	19.04	Invoice #830420
1307	08/20/2024	08/27/2024	Helms Hardware Company	12.54	Invoice #830444
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1309	08/20/2024	08/27/2024	Helms Hardware Company	10.46	Invoice #830452
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1381	08/21/2024	08/27/2024	Helms Hardware Company	32.88	Invoice #830202, 830332, 830351
1319	08/20/2024	08/27/2024	Independent Water Service, Inc.	81.23	Invoice #R2408004
1320	08/20/2024	08/27/2024	Indoor Air Solutions	680.12	Invoice #22379
1382	08/21/2024	08/21/2024	Indoor Air Solutions	891.03	Invoice #22364, 22365
1383	08/21/2024	08/27/2024	Interstate Sawing & Drilling LLC	314.07	Invoice #05412
1342	08/21/2024	08/21/2024	John Deere Financial	60.64	Invoice #C96370-39
1343	08/21/2024	08/21/2024	John Deere Financial	240.53	Invoice #C98745/39
1399	08/22/2024	08/27/2024	KCDA Purchasing Cooperative	192.91	Invoice #300795250
1395	08/21/2024	08/27/2024	Lange, James	30.00	Expense claim 8/2024
1260	08/19/2024	08/27/2024	Lightcurve	89.95	Invoice #100237845 8/24
1261	08/19/2024	08/27/2024	Lightcurve	277.35	Invoice #100237844 8/24
1344	08/21/2024	08/21/2024	Lightcurve	703.29	Invoice #100237841, 100237842, 100237843, 100237852
1359	08/21/2024	08/27/2024	Lightcurve	329.77	Invoice #100237837 8/16
1384	08/21/2024	08/27/2024	Lightcurve	398.05	Invoice #100237838, 100237839, 100237840
1398	08/22/2024	08/27/2024	Lightcurve	273.90	Invoice #100237848
1262	08/19/2024	08/27/2024	Medstar Cabulance, Inc.	13,871.64	Invoice #ST 01-15 August 2024
1396	08/21/2024	08/27/2024	Medstar Cabulance, Inc.	1,539.06	Invoice #01Jul-15Aug
1321	08/20/2024	08/27/2024	Morton's Supply, Inc.	816.22	Invoice #0820899
1360	08/21/2024	08/27/2024	National Ctr for Safety Initiatives, LLC	18.50	Invoice #48029
1345	08/21/2024	08/21/2024	O'Reilly Automotive Inc	17.32	Invoice #5631-445721
1401	08/22/2024	08/27/2024	O'Reilly Automotive Inc	16.94	Invoice #5631409515
1263	08/19/2024	08/27/2024	ODP Business Solutions, LLC	442.19	Invoice #377549301001
1356	08/21/2024	08/27/2024	ODP Business Solutions, LLC	136.98	Invoice # 377550679001 Office Depot - Web Cam and Paper
1385	08/21/2024	08/27/2024	ODP Business Solutions, LLC	85.02	Invoice #379225295001, 379237303001
1322	08/20/2024	08/27/2024	Oxarc, Inc.	24.70	Invoice #0061794060
450	05/21/2024	05/21/2024	Ozuna, Jared	199.68	4561.0 - 708 W PEAR
1264	08/19/2024	08/27/2024	Pacific Power	19.63	Invoice #49799191-0074 9/3

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City Of Selah

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1362	08/21/2024	08/27/2024	2075 Pacific Power	1,532.56	Invoice #499548010010 8/12
1371	08/21/2024	08/27/2024	2075 Pacific Power	687.04	PD Power Bill
1386	08/21/2024	08/27/2024	2075 Pacific Power	1,391.15	Invoice #486871010253 8/12
1323	08/20/2024	08/27/2024	2080 Pape Machinery	1,407.90	Invoice #WM 342358 S
1324	08/20/2024	08/27/2024	2095 Picatti Brothers, Inc.	6,286.66	Invoice #23055C Retainage
1329	08/20/2024	08/27/2024	2870 Prado, Janae	25.00	Invoice #1004010.003
1364	08/21/2024	08/27/2024	2135 Ricoh USA, Inc.	69.79	Invoice #5069845602
1394	08/21/2024	08/27/2024	2138 Robert R. Northcott	300.00	Invoice #82124
1347	08/21/2024	08/27/2024	2165 Selah Cleaners & Laundry LLC	30.33	Invoice #656866
1387	08/21/2024	08/27/2024	2165 Selah Cleaners & Laundry LLC	49.27	Invoice #656867
1388	08/21/2024	08/27/2024	2181 Senske Services, LB 1246	66.55	Invoice #15630471
1389	08/21/2024	08/27/2024	2196 Smitty's Outdoor Power Equipment, Inc.	15.28	Invoice #132188
1265	08/19/2024	08/27/2024	2857 The Print Guys	295.55	Invoice #171270
1266	08/19/2024	08/27/2024	2235 Thomson Reuters - West	244.16	Invoice #850613226
1325	08/20/2024	08/27/2024	2245 Trans-Action of Yakima County	1,000.00	Invoice #24-031
1366	08/21/2024	08/27/2024	2268 Valley Septic Services LLC	130.00	Invoice #221288
1358	08/21/2024	08/27/2024	2269 Valvoline Instant Oil Change	220.11	VALVOLINE OIL CHANGE LENNON, OWENS, MARTINEZ
1390	08/21/2024	08/27/2024	2269 Valvoline Instant Oil Change	70.14	Invoice #32459
1267	08/19/2024	08/27/2024	2271 Verizon Wireless	311.32	Invoice #9970804154
1327	08/20/2024	08/27/2024	2271 Verizon Wireless	924.02	Invoice #9970804158 8/6
1370	08/21/2024	08/27/2024	2271 Verizon Wireless	126.60	Invoice #9970804157 7/7-8/6
1372	08/21/2024	08/27/2024	2271 Verizon Wireless	801.80	Verizon PD Cell phones
1373	08/21/2024	08/27/2024	2271 Verizon Wireless	920.69	Verizon Modem's PD
1391	08/21/2024	08/27/2024	2271 Verizon Wireless	533.50	Invoice #9970821829, 9970804156
1328	08/20/2024	08/27/2024	2286 Wash Central	9.75	Invoice #294003
1365	08/21/2024	08/27/2024	2286 Wash Central	463.96	Wash Central Car Wash
1392	08/21/2024	08/27/2024	2305 Washington State Department of Licensing	423.00	CPL
1393	08/21/2024	08/27/2024	2332 William Ervin	177.22	Med Reimbursement
1349	08/21/2024	08/27/2024	2339 Yakima Cooperative Association	5,287.10	Invoice #157825 7/2024
1361	08/21/2024	08/27/2024	2344 Yakima County Department Of Corrections	28,895.57	Yakima County DOC, Housing of inmates and medical costs
1348	08/21/2024	08/27/2024	2353 Yakima County GIS	170.00	Invoice #YCGIS STORM, YCGIS PLANNING
1350	08/21/2024	08/27/2024	2355 Yakima County Public Services	1,267.50	Invoice #ILA #50
1268	08/19/2024	08/27/2024	2360 Yakima Herald Republic	418.15	56961-2

ACCOUNTS PAYABLE

As Of: 10/11/2024

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
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Report Total: 264,225.57

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.

Kathryn L Davis
Payroll Specialist

Kimberly L Gunn
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: 8/27/2024
Agenda Number: 10C

Action Item

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

From: Rocky Wallace, Public Works Director

Action Requested: Approval

Staff Recommendation: N/A

Board/Commission Recommendation: N/A

Fiscal Impact: N/A

Funding Source: N/A

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

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

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

Date:	Action Taken:
7/27/2024	Notice of Public Hearing the “Selah Transit Development Plan” for the six-year plan 2024-2029 and 2023 Annual Report
8/13/2024	Public Hearing to Receive Public Input Regarding the Potential Adoption of the “Selah Transit Development Plan 2024-2029 and 2023 Annual Report”.

RESOLUTION NO. 3144

RESOLUTION ADOPTING THE "SELAH TRANSIT DEVELOPMENT PLAN 2024-2029
AND 2023 ANNUAL REPORT"

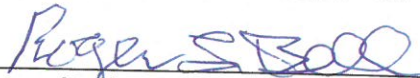
WHEREAS, the Washington State Department of Transportation requires the City to, annually, publish its Transit Report and update its Six-Year Transit Development Plan and Annual Report; and

WHEREAS, the City Council held an open public hearing August 13, 2024, for the purpose of receiving public input regarding the City's transit plan; and

WHEREAS, the City Council finds that good cause exists to adopt the "Selah Transit Development Plan 2024-2029 and 2023 Annual Report";

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, as follows: that the "Selah Transit Development Plan 2024-2029 and 2023 Annual Report" is hereby adopted.

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



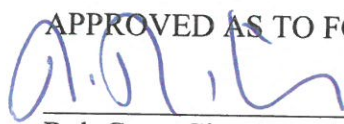
Roger Bell, Mayor

ATTEST:



Courtney McGarity, City Clerk

APPROVED AS TO FORM:



Rob Case, City Attorney



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 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.

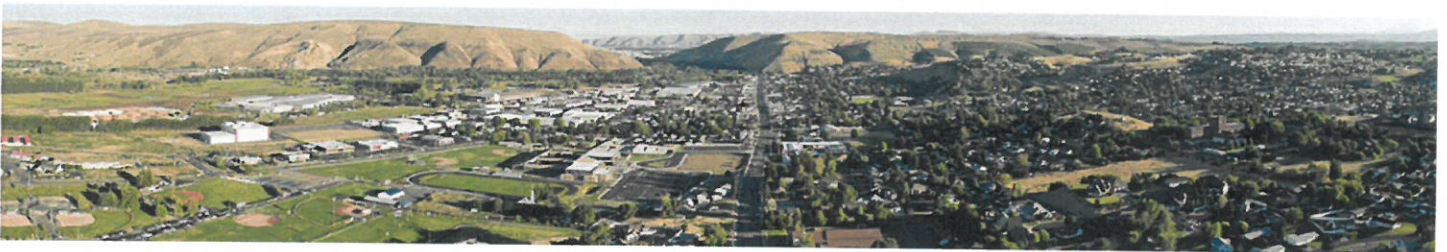
Section 2: History

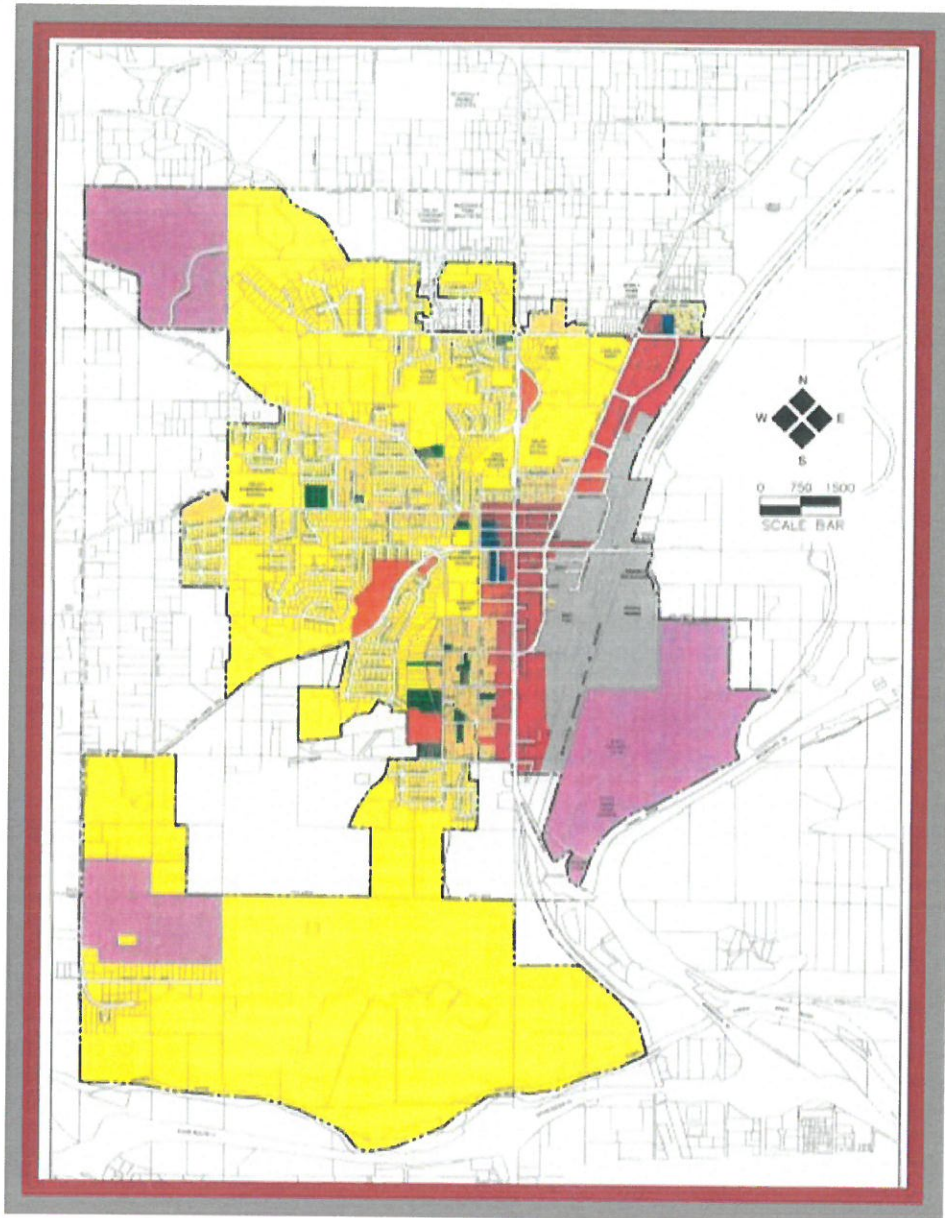
Selah was officially incorporated on April 3, 1919. Selah has a strong major form of government. Selah's base economic activity primarily consists of fruit warehousing/processing facilities due to the proximity of fruit orchards in the nearby Wenas Valley and access to regional railroad and roadway systems 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 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 40th Ave and N 16th Ave. It also connects with route 7 at 40th Ave and Route 8 at N 16th Ave. Selah Transit connects with Union Gap Transit at the Sears passenger shelter on Valley Mall Blvd and Main St as well as connections with Pahto Public M-F at 10:45 a.m., 2:30 p.m. and again at 5:10 p.m. These connector routes meet up with the Ellensburg Commuter, CWA Airporter Shuttle for trips to Seattle, and the Community Connector for trips throughout Yakima County as well as connections to Ben Franklin Transit.

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

Section 8: Service Development & Improvements

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

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

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

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

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

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

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



Section 10: Plan Assumptions

Population – According to the 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.

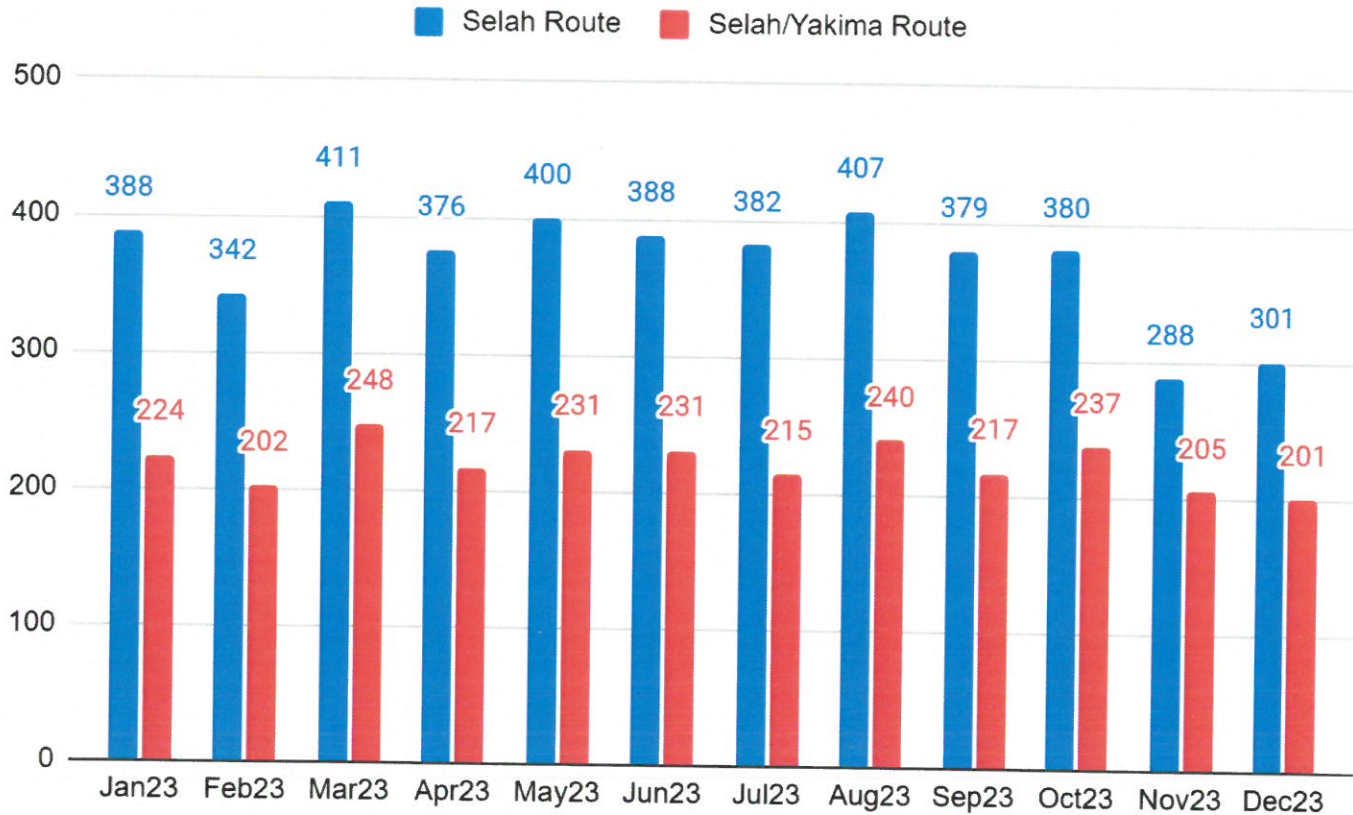


Figure 2: Selah Transit Route Daily Average by Month

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

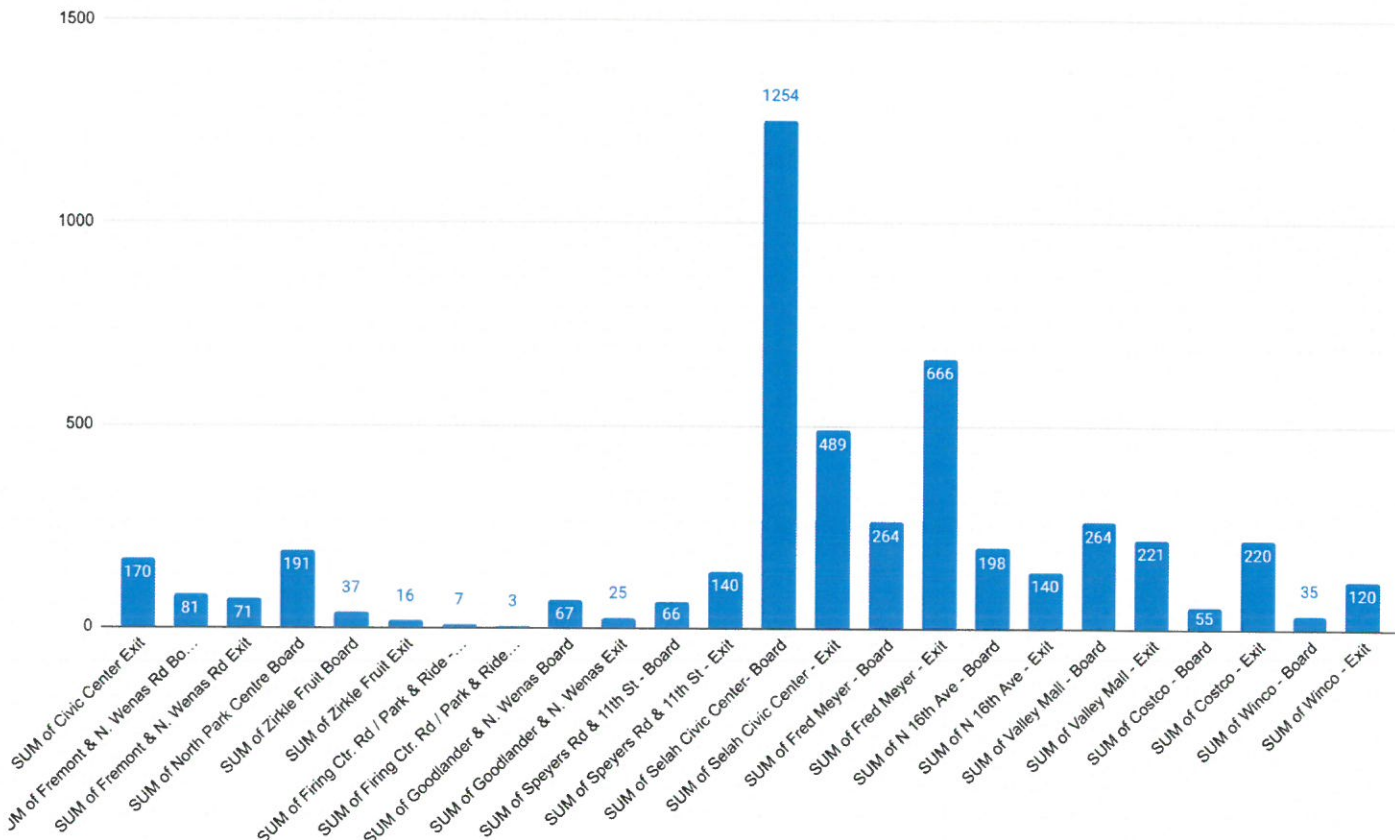
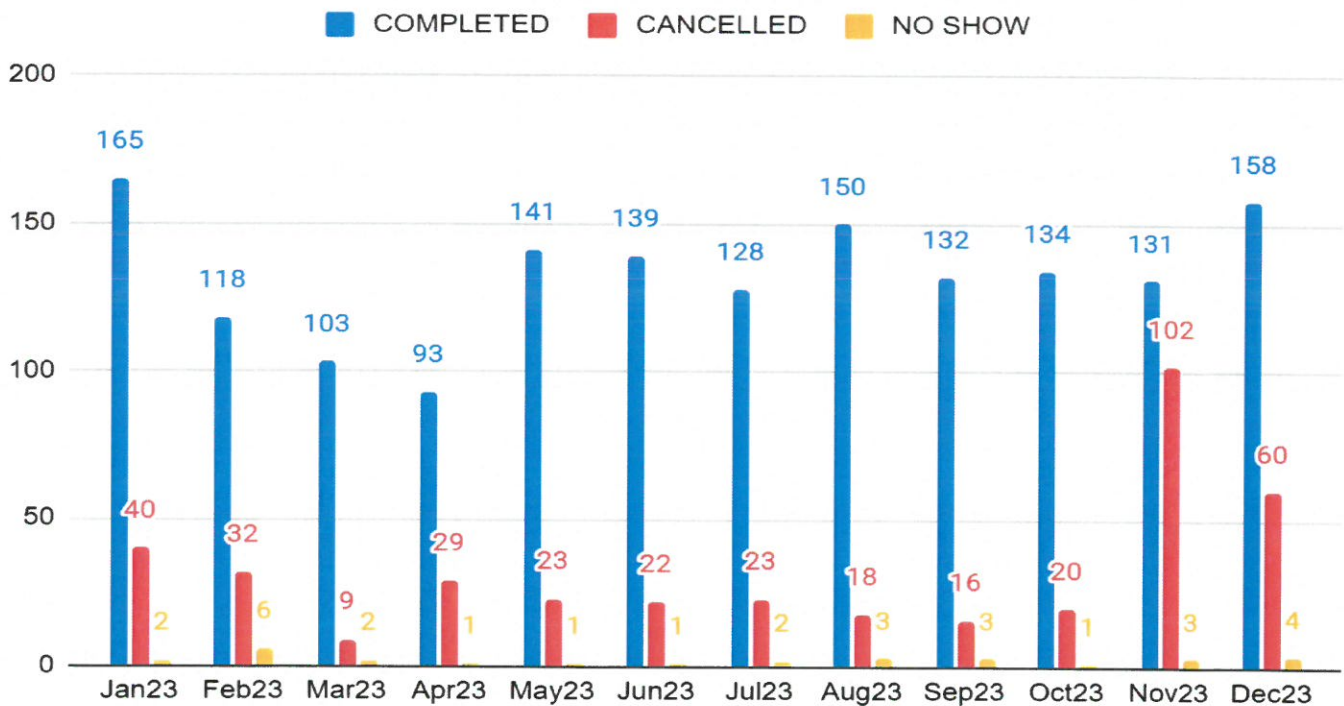


Figure 4: Dial-A-Ride ADA Paratransit Service

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
Dial-A-Ride Service							
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
Beginning Balance	639,432	673,769	709,951	748,075	788,247	830,576	875,178
Revenues							
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
Total Available	1,351,471	1,393,023	1,440,104	1,489,295	1,540,701	1,594,434	1,650,615
Operating Expenses							
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
Total Expenses	463,204	471,473	479,899	488,485	497,235	506,152	515,239
Net Cash Available	888,267	921,550	960,205	1,000,809	1,043,465	1,088,283	1,135,376
Capital Revenue							
Sales Tax Revenue							
WSDOT Grant - Capital							
Other							
Total Capital Revenue							
Capital Expenditures							
Minor Equipment							
Facilities	11,000	11,000	11,000	11,000	11,000	11,000	11,000
Shelters/Benches/Si gns							
Transfer Out OP	314,192						
Total Capital Expenditures	325,192	11,000	11,000	11,000	11,000	11,000	11,000
Ending Cash Balance 12/31	563,075	910,550	949,205	989,809	1,032,465	1,077,283	1,124,376

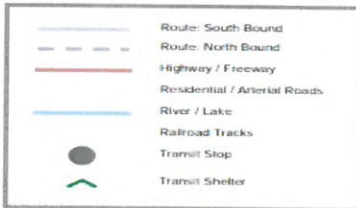
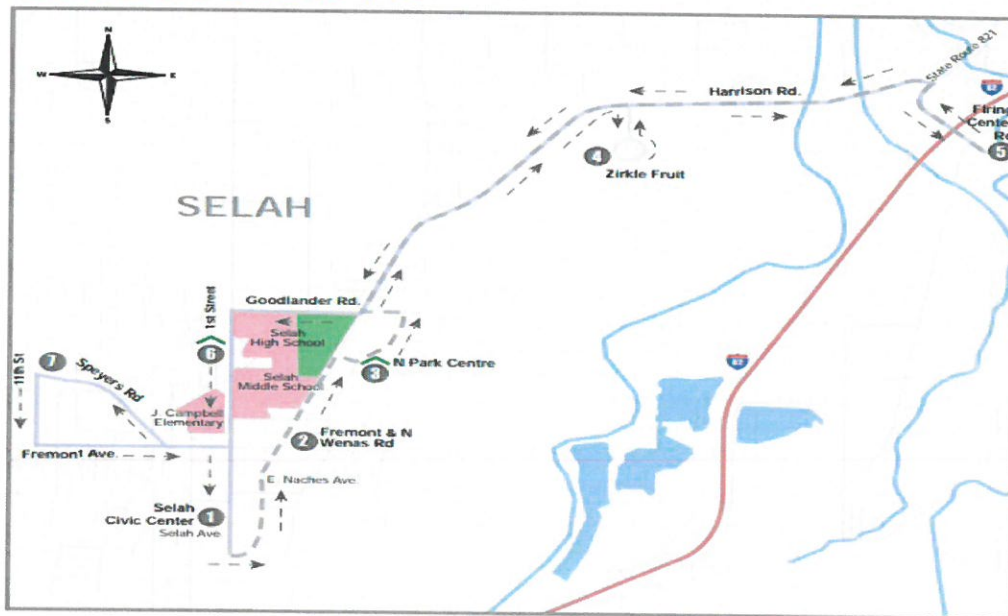
Section 13: List of Equipment

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, Zirkle 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 Transit

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

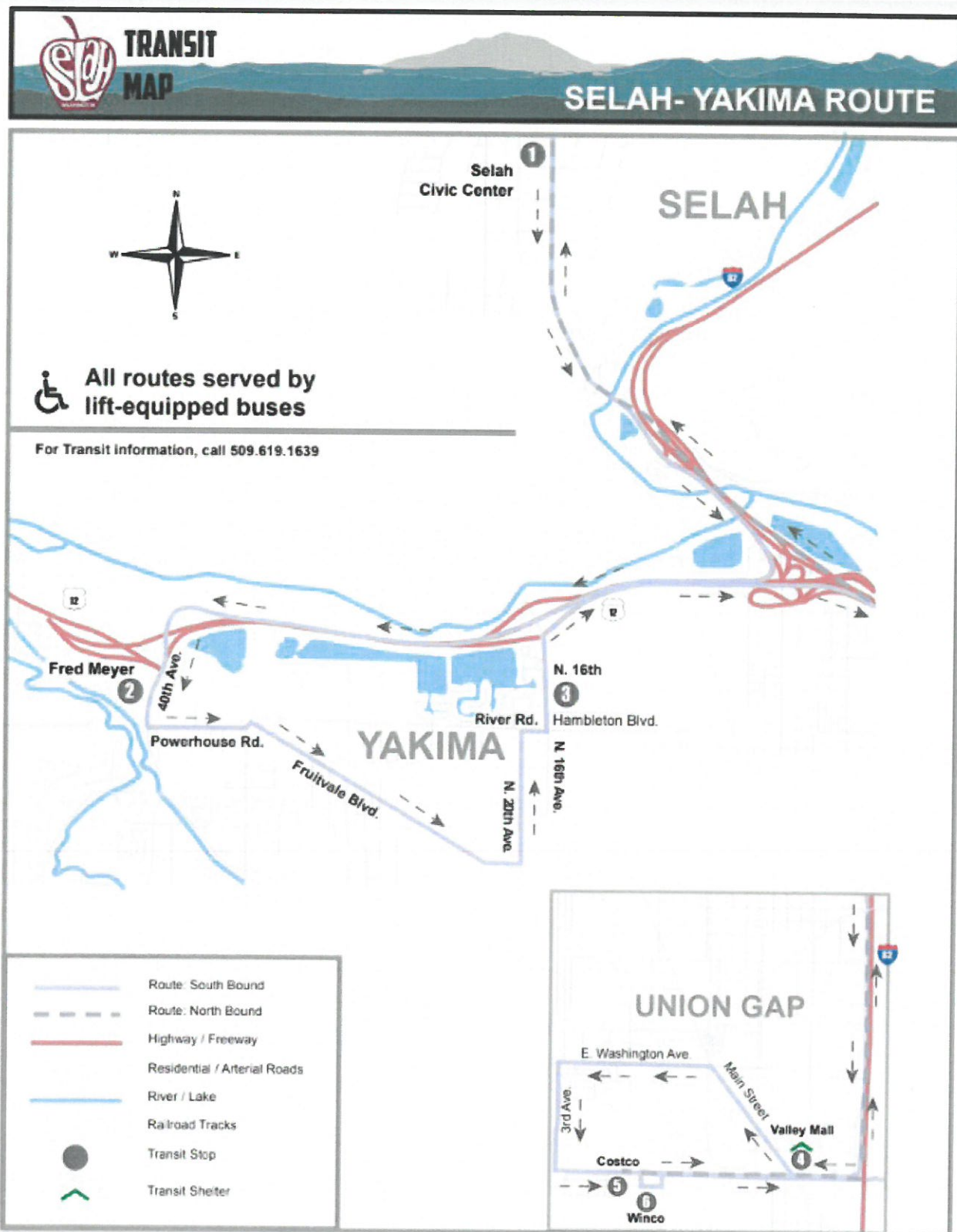
	Selah Civic Center	Fremont & N. Wenas Rd.	North Park Centre	Zirkle Fruit	Selah Firing Ctr. Rd. Park & Ride	Selah High School N. 1st St.	Speyers Rd. & 11th St.	Selah Civic Center
AM	6:45	6:52	6:54	6:57	7:02	7:05	7:10	7:15
	7:20	7:27	7:29	7:32	--	7:37	7:42	7:47
	7:52	7:59	8:01	8:04	--	8:09	8:14	8:19
	8:24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

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

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

For Selah Transit information, call 619-1639 47

Selah - Yakima Route





Selah Transit

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

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

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

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

For Selah Transit information, call 619-1639 49



TELEPHONE INFORMATION HOURS:

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

RIDER NOTICE - Beginning January 1, 2019 to ride the Selah Transit buses you will need to purchase a bus pass for individual rides or a monthly bus pass. The cost for individual bus passes is 1.00 per day. Monthly bus passes will be \$30.00 for non-Selah residents and \$15.00 for Selah residents. Dial A Ride ticket books will also be available for purchase for those who qualify to use Selah Dial A Ride. Dial A Ride tickets will be \$2.00 per boarding and ticket books will be available for \$20.00. Bus passes and Dial A Ride ticket books will be available for purchase at Selah City Hall, the Selah Civic Center, Medstar Transportation as well as from the Selah Transit Drivers. Children 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 producen 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: 8/27/2024

Agenda Number: 10E

Action Item

Title: Resolution Authorizing the Mayor to Sign a Six-Page Contract with Capture Energy, LLC, for the Wixson Park Pathway Project

From: Rocky D. Wallace, Public Works Director

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: \$135,700.00

Funding Source: 001 General Fund. (The City will utilize ARPA funds that Yakima County has granted to the City.)

Background/Findings/Facts: The City desires to construct a new asphalt pathway through Wixson Park where one does not currently exist. The City – with the assistance by one of its retained engineering firms, HLA Engineering and Land Surveying, 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 11:00 a.m., on Wednesday, August 14, 2024. A total of five (5) bids were received, and the lowest bid was for the amount of \$137,500.00 as submitted by Capture Energy, LLC, of La Center, WA. Such amount is approximately seven percent (7%) below HLA’s estimated amount of \$145,900.00. City staff recommends that the City award this project to Capture Energy, and that the Mayor be authorized to sign a six-page “Contract” with such contractor. A copy of the Contract is appended hereto (with its pages numbered as 4-2 through 4-7, 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:
5/28/2024	Resolution No. 3123 authorizing the Mayor to sign “Task Order No. 2024-06” with HLA Engineering and Land Surveying, Inc., for professional services related to the City’s Wixson Park Pathway Project

RESOLUTION NO. 3145

RESOLUTION AUTHORIZING THE MAYOR TO SIGN A SIX-PAGE
CONTRACT WITH CAPTURE ENERGY, LLC, FOR THE WIXSON PARK
PATHWAY PROJECT

WHEREAS, the City desires to construct a new asphalt pathway through Wixson Park; 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 Capture Energy, LLC, of La Center, Washington; and

WHEREAS, the City desires to award this project to Capture Energy, and to enter into a construction contract for the overall total cost of \$135,700.00; and

WHEREAS, a written “Contract” measuring six total pages (which pages are numbered 4-2 through 4-7 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; and

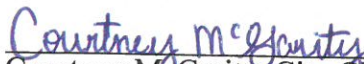
WHEREAS, the City Council finds that good cause exists;

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 with Capture Energy, 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.

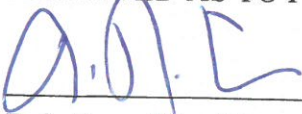
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH,
WASHINGTON, this 27th day of August, 2024.

ATTEST:


Roger Bell, Mayor


Courtney McGarity, City Clerk

APPROVED AS TO FORM:



Rob Case, City Attorney



August 14, 2024

City of Selah
115 W. Naches Ave
Selah, WA 98926

Attn: Rocky Wallace, Public Works Director

Re: City of Selah
Wixson Park Pathway
HLA Project No.: 24121
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 Wednesday, August 14, 2024. A total of five (5) bids were received with the low bid of \$135,700.00, being offered by Capture Energy LLC, of La Center, WA. This low bid is approximately seven (7%) percent below the Engineer's Estimate of \$145,900.00.

We have reviewed and checked the bid proposals of all bidders and recommend the City of Selah award a construction contract to Capture Energy LLC, in the amount of \$135,700.00. 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
Angie Ringer, Taylor Denny, HLA

BID SUMMARY											
Owner: City of Selah Project: Wixson Park Pathway HLA Project No.: 24121C Bid Opening Date: August 14, 2024											
ITEM NO.	DESCRIPTION	QTY.	UNIT	ENGINEER'S ESTIMATE		BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Minor Change	Est.	FA	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
2	SPCC Plan	---	LS	\$ 1,000.00	\$ 1,000.00	\$ 6,000.00	\$ 6,000.00	\$ 100.00	\$ 100.00	\$ 500.00	\$ 500.00
3	Mobilization	---	LS	\$ 13,000.00	\$ 13,000.00	\$ 10,200.00	\$ 10,200.00	\$ 9,450.00	\$ 9,450.00	\$ 13,000.00	\$ 13,000.00
4	Traffic Control	---	LS	\$ 2,000.00	\$ 2,000.00	\$ 6,000.00	\$ 6,000.00	\$ 200.00	\$ 200.00	\$ 2,000.00	\$ 2,000.00
5	Unclassified Excavation Incl. Haul	190	CY	\$ 120.00	\$ 22,800.00	\$ 105.00	\$ 19,950.00	\$ 116.00	\$ 22,040.00	\$ 110.00	\$ 20,900.00
6	Construction Geotextile for Separation	1,100	SY	\$ 9.00	\$ 9,900.00	\$ 2.00	\$ 2,200.00	\$ 3.00	\$ 3,300.00	\$ 4.00	\$ 4,400.00
7	Crushed Surfacing Top Course	170	TON	\$ 80.00	\$ 13,600.00	\$ 105.00	\$ 17,850.00	\$ 103.00	\$ 17,510.00	\$ 125.00	\$ 21,250.00
8	HMA Cl. 3/8-Inch PG 64H-28	190	TON	\$ 260.00	\$ 49,400.00	\$ 150.00	\$ 28,500.00	\$ 214.00	\$ 40,660.00	\$ 225.00	\$ 42,750.00
9	Irrigation System Repairs	Est.	FA	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
10	Landscape Restoration	Est.	FA	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
11	Cement Conc. Sidewalk 4-Inch Thick	30	SY	\$ 140.00	\$ 4,200.00	\$ 500.00	\$ 15,000.00	\$ 504.00	\$ 15,120.00	\$ 120.00	\$ 3,600.00
BID TOTAL					\$ 145,900.00		\$ 135,700.00		\$ 138,380.00		\$ 138,400.00
ENGINEER'S REPORT											
Competitive bids were opened August 14, 2024. All bids have been reviewed by this office. We recommend the contract be awarded to: Capture Energy LLC.											
Project Engineer _____ Date _____											
											
*Bid results can be found at: hla civil.com											

*Highlighted amounts have been corrected.

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 WIXSON PARK PATHWAY, HLA Project No. 24121, in accordance with and as described in the attached Plans and Specifications, and the Standard Specifications for Road, Bridge, and Municipal Construction, which are by this reference incorporated herein and made a part hereof, and shall perform any alterations in or additions to the work provided under this Contract and every part thereof.

Contract time shall begin on the first working day following the Notice to Proceed Date and shall be completed within twenty (20) 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:

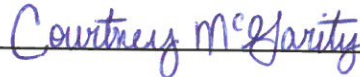
City of Selah, Washington

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
WIXSON PARK PATHWAY
HLA PROJECT NO. 24121

Provide the following:

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

Phone: _____

Email: _____

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

Phone: _____

Email: _____

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

Phone: _____

Email: _____

Name of Certified Testing Laboratory for Material Testing

Phone: _____

Email: _____

CONTRACT BOND

CITY OF SELAH
WIXSON PARK PATHWAY
HLA PROJECT NO. 24121

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. 24121, and providing for the construction of WIXSON PARK PATHWAY which Contract is referred to herein and is made a part hereof as though attached hereto, and

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

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

CITY OF SELAH
WIXSON PARK PATHWAY
HLA PROJECT NO. 24121

SURETY: _____

By: _____
(Attorney-in-fact)

Name: _____
(Please Print or Type)

Agent: _____

Address: _____

Surety Representative Name:

Surety Representative Phone:

Surety Representative Email:

CONTRACTOR:

CONTRACTOR NAME

By: _____
AUTHORIZED OFFICIAL'S SIGNATURE

Name: _____
(Please Print or Type)

SCHEDULE OF WORKING HOURS

CITY OF SELAH
WIXSON PARK PATHWAY
HLA PROJECT NO. 24121

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

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

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

Contractor

Signature

Date



Selah City Council
 Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 8/27/2024
 Agenda Number: 10F

Action Item

Title: Resolution Authorizing the Mayor to Sign a Six-Page No-Charge Facility Use Agreement with Independent Contractor

From: Rich Huebner, City Administrator

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: None

Funding Source: N/A

Background/Findings/Facts: During the prior school years (2022-2023 and 2023-2024), the entity of Explore Your Wild and its owner-operator Jeni Rice conducted after school programs at the Civic Center pursuant to No-Charge Facility Use Agreements. They desire to conduct after school programs during the current/forthcoming school year (2024-2025) as well. To enable such, a new No-Charge Facility Use Agreement needs to be signed.

A proposed six-page Agreement is submitted with the instant AIS. Substantively, it is nearly identical to the Agreement from the prior year. The only significant changes are within paragraph 1 (which adjusts the customary starting time to 3:15 p.m. rather than 3:30 p.m., and which includes a cross-reference to a new paragraph 1.3.), paragraph 1.b. (wherein the City now stresses that any use of the Premises outside of customary times must be approved in advance) and the inclusion of a new paragraph 1.e. (wherein the City explains that the after school programs will need to be relocated when anticipated construction occurs at the Premises during the calendar year of 2025).

Last year's arrangement proved to be mutually beneficial, and City staff thus recommends that the City Council authorize the Mayor to sign the new Agreement for the current/forthcoming school year.

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:
--------------	----------------------

08/22/2023	Pass: Resolution 3032, Authorizing the Mayor to sign a six-page "No-Charge Facility Use Agreement" with Explore Your Wild
01/10/2023	Pass: Resolution 2968, Authorizing the Mayor to sign a "No-Charge Facility Use Agreement" with Explore Your Wild

RESOLUTION NO. 3146

RESOLUTION AUTHORIZING THE MAYOR TO SIGN A "NO-CHARGE FACILITY USE AGREEMENT WITH INDEPENDENT CONTRACTOR"

WHEREAS, during the 2022-2023 and 2023-2024 school years, the City made a portion of its Civic Center available for use – via Resolutions No. 2968 and 3032 and then-applicable "No-Charge Facility Use Agreement"s – by an independent contractor without charge for the purpose of conducting after school programs; and


WHEREAS, the parties desire to renew their relationship for the current/forthcoming 2024-2025 school year; and

WHEREAS, a new six-page "No-Charge Facility Use Agreement" has been prepared, and its terms 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, that the Mayor be and is authorized to sign the six-page No-Charge Facility Use Agreement in the form appended hereto.

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



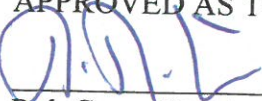
Roger Bell, Mayor

ATTEST:



Courtney McGarity, City Clerk

APPROVED AS TO FORM:



Rob Case, City Attorney

NO-CHARGE FACILITY USE AGREEMENT WITH INDEPENDENT CONTRACTOR

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

1. Use of Premises. City will allow User to possess and use interior and exterior portions of City’s Civic Center building located at 216 South First Street, Selah, WA 98942 (“Premises”), for the purpose of operating after school programs for area school children during the hours of 3:15 p.m. to 5:30 p.m. on days Monday through Friday during the months of August 2024 through June 2025 (“Operation Times”) subject to paragraph 1.e. below.
 - a. After School Programs. Without modifying paragraph 3 below, User acknowledges and agrees that the after school programs will include tutoring, help with homework, and recreational activities.
 - b. Portions of Premises. The specific portions of Premises that User is entitled to use during Operation Times shall be the space designated by the City as the Apple Room. The City hereby requires and User stipulates that any use of any other interior or exterior portion(s) of the Premises during the Operation Times and/or any use of the Apple Room outside of the Operation Times shall occur on a case-by-case basis and must be approved in advance by the Community Services Manager or his/her delegatee. User acknowledges and agrees that it is not being granted, and is not entitled to, an exclusive franchise or the exclusive use of Premises.
 - c. As-Is Condition. User acknowledges and agrees that it has conducted a thorough examination and evaluation of Premises and has made its own assessment as to suitability of Premises for User’s intended usage. User acknowledges and agrees that User will accept and use Premises in its existing as-is condition and without any warranties by City with regard to quality, quantity, kind or condition.
 - d. Facility Maintenance. User acknowledges that the above designated space, the Apple Room, is frequently used by other community users. User agrees that it shall

clean the space at the conclusion of each day, including washing tables and vacuuming. User further agrees to remove all items User stores in the Premises' refrigerator before vacating each Friday.

- e. Facility Construction. User acknowledges that the City has forewarned User of construction anticipated to take place at, upon and within the Premises during calendar year 2025. User agrees that it will vacate the Premises and find an alternate location to operate during the construction process. City agrees to provide User with written notice in advance of construction commencing.
2. No Fees. City shall not charge any rental fees to User, because the after school programs will benefit residents – both children and their parents/guardians –of the City without the City directly incurring any fees or costs. During Operation Times, User and its guests/participants may make ordinary use of the parking lot stalls at Premises, ordinary use of the restroom facilities at Premises, ordinary consumption of restroom supplies at Premises, ordinary use and consumption of potable water at Premises, and ordinary use and consumption of electricity and heating/cooling, each and all without any corresponding charges or costs. User shall not charge any fees, charges or costs to City, because User will be entitled to retain the enrollment or participation fees (if any) that User charges and collects from participating children and/or their parents/guardians and also the grant funds (if any) and/or third-party-provided funds (if any) that User receives or collects due to its operation of the after school programs.
 3. Independent Contractor Relationship. User shall operate as an independent contractor and not, by contrast, as a direct agent or subordinate of City. User shall be exclusively responsible and liable for all decisions, actions and omissions related to or stemming from its actual or intended use of Premises – including but not limited to deciding what types of after school programs to operate, how much (if any) to charge for enrollment or participation fees, how to screen and select participants, how to select and screen employees or agents who oversee and operate the after school programs, or any legal or financial issues or consequences related to or stemming from User's actions or omissions. City shall have no role in planning, organizing or operating the after school programs.
 - a. Sufficient Staffing and Supervision. Without modifying paragraph 3 above, User acknowledges and agrees that it must ensure that sufficient staffing levels are always maintained and sufficient supervision of the participating children always occurs.

- b. Relationship to City Shall be Disclosed. In all communications, including but not limited to solicitation of potential participants and/or staff, User shall plainly and consistently inform and disclose that User is an independent contractor with no formal or legal connection to City and that City has no role in planning, organizing or operating the after school programs.
 - i. Relationship to Selah School District Shall be Disclosed. Similarly, User shall plainly and consistently inform and disclose that the Selah School District also has no formal or legal connection to User or the after school programs, and that the Selah School District has no role in planning, organizing or operating the after school programs.
 - c. Suggestions by City or Selah School District. If City and/or the Selah School District ever provide any suggestions to User with regard to the nature of or operation of the after school programs, User acknowledges and agrees that all suggestions are only suggestions and that all actual decisions are and will be exclusively made by User.
 - d. Transport of Children. User acknowledges and agrees that City shall have no role in transporting participating children or staff to or from Premises.
4. Compliance with Laws. User shall comply with all federal, state and city laws, regulations and rules at all times. User shall be exclusively responsible and liable for ensuring that its employees or agents likewise comply with all laws, regulations and rules.
5. Indemnity. Without necessity of demand by City, User shall hold City harmless, indemnify City and also defend City and all of City's employees, agents and insurers, at User's immediate and ongoing personal expense, via legal counsel of City's choice, from, against and with regard to any claim, lawsuit, administrative action, demand, liability, fine, punishment, enforcement action, vandalism, waste of Premises or property, or other disadvantageous or financially-impactful event or result that in any way is caused by, stems from or relates to User's use of Premises or User's planning, organizing or operating of the after school programs.
 - a. Actions by Children. User acknowledges and agrees that its obligations established by paragraph 5 above include, but are not limited to, any and all conduct by participating children toward one another, by one child toward himself/herself, by any child toward any staff member, by any child toward any City employee or agent, by any child toward any other occupant of Premises, and by any child toward

the Premises itself or toward any third-party or other property. This includes, but is not limited to, violence, abuse, sexual assault, kidnapping, theft, and vandalism. All participating children shall be legal invitees of User.

- b. Actions by Staff. User acknowledges and agrees that its obligations established by paragraph 5 above include, but are not limited to, any and all conduct by staff toward one another, by one staff member toward himself/herself, by any staff member toward any child, by any staff member toward any City employee or agent, by any staff member toward any other occupant of Premises, and by any staff member toward the Premises itself or toward any third-party or other property. This includes, but is not limited to, violence, abuse, sexual assault, kidnapping, theft, and vandalism. All staff members shall be legal agents of User.
6. Insurance. At its sole cost and expense, User shall maintain general liability insurance with an applicable coverage limit of not lesser than one million dollars (\$1,000,000.00) that applies to and covers User's possession and use of Premises and also User's operation of the after school programs. User shall ensure that City is named as an additional insured on the declarations page or certificate of insurance, and User shall deliver a copy of the same to City.
7. Termination. City may unilaterally terminate this Agreement in the event of any breach or violation by User, including but not limited to User's failure to fulfill its obligations established by paragraph 5 above such as allowing waste or vandalism to occur and/or failing to properly remedy such or reimburse City for such. Also, City may unilaterally terminate this Agreement if Premises becomes condemned or otherwise unsuitable for User's use, or if any aspect of this Agreement proves to be contrary to any law, regulation or rule. User acknowledges and agrees that User shall have no legal recourse, claim for damages, lawsuit or other action or interest due to a unilateral termination of this Agreement by City pursuant to this paragraph 7.
8. Potential Renewal. User acknowledge and agrees that it is not entitled to any renewal or extension of this Agreement, and that City shall have unlimited discretion as to all decisions about potentially renewing or extending this Agreement including but not limited to any modifications of terms and provisions that will be application to any renewal or extension.
9. Notices. Any written or electronic notice, demand or communication by a party to another party may be validly sent and made to the following addresses and accounts, and shall be deemed actually received three days after dispatch, sending or mailing:

a. To City: City of Selah
ATTN: Mayor, City Administrator, Finance Director and City Attorney
City Hall
115 West Naches Avenue
Selah, WA 98942
Email: roger.bell@selahwa.gov
Email: rich.huebner@selahwa.gov
Email: kimberly.grimm@selahwa.gov
Email: rob.case@selahwa.gov

b. To User: Explore Your Wild
525 Selah Ridge Drive
Selah, WA 98942-9687
Email: jeni@yakimatutoring.com

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

c. To Guarantor: Jeni Rice
525 Selah Ridge Drive
Selah, WA 98942-9687
Email: jeni@yakimatutoring.com

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

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

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

By: Roger S Bell Dated: 8-27-24
Roger Bell, Mayor
(Following approval by the City Council)

EXPLORE YOUR WILD ("User")

By: _____ Dated: _____
Jeni Rice, Owner-Operator

GUARANTOR'S PERSONAL GUARANTEE

_____ Dated: _____
JENI RICE



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 8/27/2024
 Agenda Number: 11A

Action Item

Title: Hilltop Investment Group Annexation Public Hearing and Annexation Findings (File Number: Annex 2024-001)

From: Jeff Peters, City of Selah Community Development Supervisor

Action Requested: Public Meeting

Staff Recommendation: Conduct the public hearing, review the annexation findings, take testimony regarding the annexation, accept the signed annexation petitions, approve the initiation of the annexation, and direct staff to submit the required annexation application to the Yakima County Boundary Review Board.

Board/Commission Recommendation: N/A

Fiscal Impact: N/A

Funding Source: N/A

Background/Findings/Facts: The Selah City Council considered and accepted the “Notice of Intent to Annex” petitions submitted by the Hilltop Investments, LLC Jamie Campos to annex approximately 16.65 acres of property located north of southern avenue and south of hillcrest drive. Tax Parcel Numbers: 181302-24425, 181302-13411, 181302-13412 and 181302-13013 on August 12, 2024. Additionally, Council established: (1) The geographic boundary of the proposed annexation; (2) Required simultaneous adoption of Residential, Single-Family (R-1) zoning; (3) Required municipal indebtedness is to be assumed by the territory annexed; and, (4) Indicated “right-of-first refusal” for acquisition of irrigation and/or water rights will be required. The signed petitions for this annexation represent 100% of the total acreage to be annexed, and 100% of the assessed value.

Recommended Motion: I move to accept the signed petitions for the Hilltop Investments Group annexation, approve the annexation as identified in Exhibit “A”, and direct staff to submit the required annexation to the Yakima County Boundary Review Board.

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:
July 5, 2024	Receipt of Notice of Intent to Commence Annexation Proceedings from petitioners.

August 13, 2024	Resolution Establishing the Date, Time and Location for a Public Hearing for Consideration of the Hilltop Investment Group Annexation (formerly Southern Hill Annexation).

CITY OF SELAH CITY COUNCIL

STAFF REPORT

(prepared August 19, 2024)

FILE NO.: Annex-2024-001

PROPOSAL:

Annexation of four parcels of land owned by the petitioners consisting of 16.65 acres of land located north of southern avenue and south of hillcrest drive. Tax Parcel Numbers: 181302-24425, 181302-13411, 181302-13412 and 181302-13013.

PROPOSERS:

Hilltop Investment Group, LLC (Jamie Campos).

LAND OWNERSHIP:

The proposed annexation consists of four (4) parcels owned by the proponents.

HISTORY:

1. Petitioner submitted "Notice of Intent" to annex petition on July 5, 2024.
2. City Council considered the "Notice of Intent" to annex petition on August 13, 2024.
3. City Council adopted a resolution establishing August 27, 2024, as the date of the public hearing for the "Hilltop Investment Group" Annexation.

SURROUNDING LAND USE:

SUBJECT PROPERTIES: The properties are undeveloped land.

NORTH: The properties are developed with the single-family neighborhoods centered around Ridgeview Ave., Hillcrest Place, and S. 10th Street.

SOUTH: There are three single-family homes with one of the annexation parcels accessing Southern Ave.

EAST: There are two undeveloped parcels of land that border S. 5th St., one of which will eventually be included in the development of this annexation area (181302-13011).

WEST: Vacant undeveloped land.

CITY OF SELAH COMPREHENSIVE PLAN FUTURE LAND USE DESIGNATION:

The site and property immediately surrounding the annexation area have a Future Land Use designation of the following:

FILE Annex-2024-001

HILLTOP ANNEXATION

NORTH: The properties are developed with the single-family neighborhoods centered around Ridgeview Ave., Hillcrest Place, and S. 10th Street.

SOUTH: There are three single-family homes with one of the annexation parcels accessing Southern Ave.

EAST: There are two undeveloped parcels of land that border S. 5th St., one of which will eventually be included in the development of this annexation area (181302-13011).

WEST: Vacant undeveloped land.

ZONING OF SUBJECT AND SURROUNDING PROPERTIES:

NORTH: Residential, Single-Family (R-1) within city limits.

SOUTH: Residential, Single-Family (R-1) outside city limits.

EAST: Residential, Multi-Family (R-3) within city limits.

WEST: Residential, Single-Family (R-1) properties both within/outside city limits.

ASSESSED VALUE OF ANNEXATION AREA: The total assessed value of the proposed annexation area is \$430,000.00, and the submitted petition represents 100% of the properties within the annexed property annex. Total amount of revenue gained per year from annexation area \$830.65.

UTILITIES:

Basic urban services are available to be extended to serve the property within the proposed annexation boundary. Public water is located in Southern Ave., Hillcrest Dr., Ridgeview Ln., and S 5th Ave. Sewer is located in Ridgeview Ave., Southern Ave, and S. 5th St. Telephone, electricity, cable TV, etc. facilities are also located in the public streets accessing the proposed annexation area.

STAFF RECOMMENDATION:

Approval of the proposed Hilltop Investment Group Annexation as identified in Exhibit A.

STAFF FOLLOW-UP: If approved by Council staff will submit documentation to the Yakima County Boundary Review Board (BRB). Once approved by the BRB, staff will bring the annexation ordinance back to Council finalizing the Hilltop Investment Group Annexation.

PETITION FOR ANNEXATION OF UNINCORPORATED PROPERTY

IN THE MATTER OF THE PETITION)
FOR THE ANNEXATION OF THE) PETITION FOR ANNEXATION
BELOW DESCRIBED PROPERTY)

COMES NOW, the following named persons:

Hilltop Investment Group LLC
c/o Jaime Campos
1308 Heritage Hills Pl
Selah, WA 98942

and petitions the City Council of the City of Selah that the following described property situated in Yakima County, WA., to wit:

PARCELS A, B, AND C OF SURVEY RECORDED UNDER AUDITOR'S FILE NO. 8116484, RECORDS OF YAKIMA COUNTY, WASHINGTON;

TOGETHER WITH

THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 13 NORTH, RANGE 18 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 2;
THENCE NORTH 0°02'05" EAST 495.12 FEET ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 2 TO THE POINT OF BEGINNING;
THENCE NORTH 80°23'44" EAST 670.50 FEET;
THENCE NORTH 0°09'08" WEST 270.22 FEET;
THENCE NORTH 89°47'32" WEST 314.91 FEET;
THENCE NORTH 33°08'22" EAST 86.82 FEET;
THENCE NORTH 52°50'40" WEST 126.20 FEET;
THENCE NORTH 82°25'20" WEST 81.22 FEET;
THENCE NORTH 52°59'00" WEST 88.83 FEET;
THENCE SOUTH 34°01'20" WEST 290.08 FEET;
THENCE NORTH 88°56'07" WEST 105.60 FEET;
THENCE SOUTH 81°03'53" WEST 175.00 FEET;
THENCE SOUTH 51°00'55" WEST 327.75 FEET;
THENCE SOUTH 3°57'47" EAST 216.35 FEET;
THENCE NORTH 80°23'44" EAST 547.35 FEET TO THE POINT OF BEGINNING.
(REFERENCE SURVEY RECORDED UNDER AUDITOR'S FILE NO. 2875191, RECORDS OF YAKIMA COUNTY, WASHINGTON);

SITUATED IN YAKIMA COUNTY, WASHINGTON.

(TAX PARCELS: 181302-24425, 18130213411, 181302-13412, AND 181302-13013)

be annexed to the City of Selah, and in support of said Petition, the undersigned persons representing the ownership of 100 percent of the annexation area, and (100%) in value according to the assessed valuation of said property for which annexation is petitioned; that said property is not now within the limits of any incorporated city; that said property is contiguous to the City of Selah; that a drawing of the boundaries of said property which is sought to be annexed is attached hereto as Exhibit A, "Hilltop Investment Group Annexation Boundary"; that the City

Council of the City of Selah has determined that it will accept the proposed annexation and that it will require the pro rata assumption of existing City indebtedness by the area proposed by this petition to be annexed, as referenced by the following recital from the minutes of the August 27, 2024, meeting of the Selah City Council.

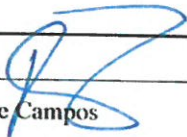
I move we accept the Hilltop Investment Group "Notice of Intent to Annex" petition; and

(1) Establish as the proposed annexation boundary the staff's recommended Exhibit "A"; and,

(2) If ultimately annexed the property would be zoned Residential, Single Family (R-1) on the date of annexation.

WHEREFORE, petitioner prays that the City Council make and enter this petition for annexation, fixing a time and place for a public hearing on this petition pursuant to RCW 35A.14.130; adopt a zoning classification for the property sought to be annexed as provided for in RCW 35A.14.120; and, that due notice be given of such public hearing and that at the conclusion of said public hearing that said property be annexed to the City of Selah.

The petitioner subscribing hereto agrees that all property within the territory sought to be annexed shall be assessed and taxed at the same rate and on the same basis as other property within the City of Selah, including assessments or taxes for payment of any bonds issued or debts contracted prior to or existing at the date of annexation; and further that this petition constitutes a covenant granting the City of Selah a "right of first refusal" to secure ownership of any irrigation and/or domestic water rights appurtenant to the land.

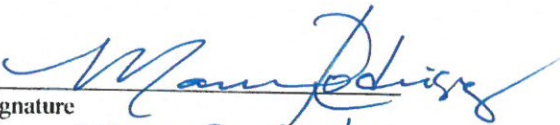


Jaime Campos

STATE OF WASHINGTON)
) ss.
County of Yakima)

On this day personally appeared before me Jaime Campos to me known to be the individual described in and who executed the foregoing instrument and acknowledges that he signed the same as his free and voluntary act and deed.

GIVEN under my hand and official seal this 13 day of August, 2024.


Signature
Maria D. Rodriguez
Notary Public in and for the State of Washington
Residing at: Yakima
My Commission expires: 04-07-2027

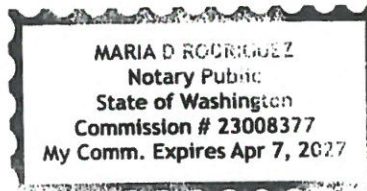


Exhibit "A" Hilltop Annexation



8/21/2024, 11:29:21 AM

- Override 1
- City Limits
- Urban Growth Boundary
- Street Names
- Residential, Single-Family (R-1)
- Residential, Multi-Family (R-3)
- Planned Development (PD)
- Tax Lots

City of Yakima, Bureau of Land Management, Esri Canada, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA, Yakima County, Maxar, Microsoft

TRANSMITTAL MEMORANDUM


DATE: August 15, 2024
TO: Jacob Tate, Yakima County Assessor
FROM: Jeff Peters, Community Development Supervisor City of Selah
SUBJ: Certification of Petitions for "Hilltop Investment Group" Annexation
FILE: Selah City File: Annex-2024-001

Enclosed is a photocopy of the signed petition for the "Hilltop Investment Group" annexation. As required by RCW 35A.14.420-450 the signed petition must be certified as valid and as representing the owner of a majority of the territory for which annexation is petitioned.

Please review the attached petition and if you concur that the signed petitions represents the owners of a majority of the territory for which annexation is petitioned, identified in Exhibit "A", then please sign this certification and email me a copy.

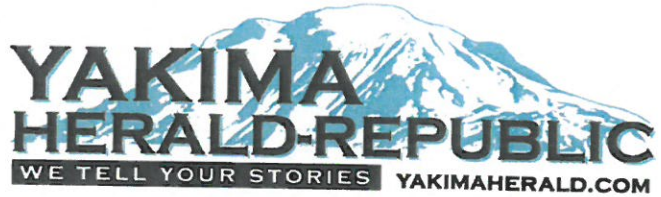
Signed petitions represent **NOT LESS THAN** a majority of the owners of the property petitioned for annexation.

Signed petitions represent **LESS THAN** a majority of the owners of the property petitioned for annexation.



Jacob Tate, Yakima County Assessor

Yakima Herald-Republic
 PO Box 9668
 Yakima, WA 98909



City Of Selah
 Jeff Peters
 115 W Naches Avenue
 Selah, WA 98942
 USA

Order Confirmation	
Order #:	83843
Order Ref #:	
Date:	8/15/2024
Advertiser #:	23209
Advertiser Name:	City Of Selah
Agency #:	
Agency Name:	
Account Manager:	Simon Sizer ssizer@yakimaherald.com

\$ 157.50

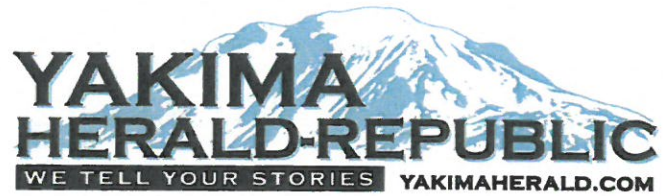
Ad No.	Date	Description	Position	Format
447743	8/17/2024	CITY OF SELAH NOTICE OF PUBLIC HEARING PROPOSED HILLTOP INVESTMENT GROUP ANNEXATION NOTICE IS HEREBY GIVEN BY THE CITY OF SE	Yakima Herald Republic Broadsheet - CL-Legals	3.46 x 5.67 in x 2.0000 col.
447744	8/17/2024	CITY OF SELAH NOTICE OF PUBLIC HEARING PROPOSED HILLTOP INVESTMENT GROUP ANNEXATION NOTICE IS HEREBY GIVEN BY THE CITY OF SE	Yakima Herald Republic - CL-Legals	CL Online 3.46 x 5.67 in x 2.0000 col.

Summary	
Total Net Amount	\$ 157.50
Taxes	\$ 0.00
Total Amount	\$ 157.50

Remittance Address:

Yakima Herald-Republic
 PO Box 3667
 Seattle, WA 98124
 Tel: (206) 464-2550

Yakima Herald-Republic
PO Box 9668
Yakima, WA 98909



Classified Category: Legals|Public Notices

CITY OF SELAH NOTICE OF PUBLIC HEARING

PROPOSED HILLTOP INVESTMENT GROUP ANNEXATION

NOTICE IS HEREBY GIVEN BY THE CITY OF SELAH, WASHINGTON, THAT THE SELAH CITY COUNCIL WILL CONDUCT A PUBLIC HEARING ON TUESDAY, AUGUST 27TH, 2024, COMMENCING AT 5:30 P.M., OR AS SOON THEREAFTER AS PRACTICAL, IN THE COUNCIL CHAMBERS, SELAH CITY HALL, 115 W. NACHES, SELAH, WA., ON THE PROPOSED "HILLTOP INVESTMENT GROUP" ANNEXATION (PREVIOUSLY SOUTHERN HILL ANNEXATION).

THE PROPOSED ANNEXATION IS APPROXIMATELY 16.65 ACRES IN SIZE, AND IS LOCATED NORTH OF SOUTHERN AVENUE AND SOUTH OF HILLCREST DRIVE AND, MORE SPECIFICALLY, IDENTIFIED AS YAKIMA COUNTY ASSESSOR PARCEL NUMBERS 181302-24425, 181302-13411, 181302-13412 AND 181302-13013.

ADDITIONAL INFORMATION AND ANNEXATION MAPS ARE AVAILABLE FOR PUBLIC INSPECTION DURING REGULAR BUSINESS HOURS AT THE CITY OF SELAH PLANNING DEPARTMENT, 222 SOUTH RUSHMORE ROAD, SELAH, WA.

ALL PERSONS WISHING TO OFFER COMMENTS FOR OR AGAINST THE PROPOSED ANNEXATION ARE ENCOURAGED TO ATTEND. ALL WRITTEN COMMENTS RECEIVED PRIOR TO THE DAY OF THE PUBLIC HEARING WILL BE CONSIDERED IN THE CITY COUNCIL DELIBERATIONS.

IF YOU HAVE ANNEXATION OR PROCEDURAL QUESTIONS PLEASE FEEL FREE TO CONTACT JEFF PETERS, COMMUNITY DEVELOPMENT SUPERVISOR IN PERSON AT 222 SOUTH RUSHMORE ROAD, SELAH, WA OR BY PHONE AT (509) 698-7365, BY FAX AT (509) 698-7372 OR BY E-MAIL AT jeff.peters@selahwa.gov.

DATED THIS 15TH DAY OF AUGUST 2024.

JEFF PETERS, COMMUNITY DEVELOPMENT SUPERVISOR

(83843) August 17, 2024

