



SELAH CITY COUNCIL

Regular Meeting

December 10, 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: December 10, 2024
5:30 p.m.: Regular Meeting

Mayor:
Mayor Pro Tempore
and Councilmember:
Councilmembers:

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

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

City Administrator:
City Attorney:
City Clerk

AGENDA

- 1) **Call to Order – Mayor Bell**
- 2) **Roll Call**
- 3) **Registering in record of councilmember absence(s) as excused absence(s), per SMC 1.06.070**
- 4) **Pledge of Allegiance**
- 5) **Invocation with Josiah Shenk of Harvest Community 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. Community Pride Awards – Emily Macias, Max Garcia, Jorge Romero, Allison Ramos, Hannah Draney, Annick Thompson, Andres Marquez

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 November 26, 2024 Council Meeting
- B. Kimberly Grimm * Approval of Claims & Payroll
- C. Chief Soptich * Resolution Authorizing a Reallocation of Monies in Order to Enable the Purchase of Two Drones for the Police Department
- D. Rocky Wallace * Resolution Authorizing the Mayor to Sign a Five-Page Washington State Transportation Improvement Board Fuel Tax Grant Agreement 3-E-182(008)-1 and One-Page Project Funding Status Form, Pertaining to the City’s 3rd Street and Speyers Road Resurfacing Project
- E. Rocky Wallace * Resolution Declaring the East Goodlander Road Retaining Wall Reconstruction Project to be Complete and Accepting the Work and Materials
- F. Rocky Wallace * Resolution Declaring the Wixson Park Pathway Project to be Complete and Accepting the Work and Materials

11) **Public Hearings** – None

12) **General Business**

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

13) **Resolutions**

- A. Rich Huebner Resolution Approving and Authorizing the Mayor to Execute Task Order No. 2024-09 (Project No. 24193E) with HLA Engineering and Land Surveying, Inc., for the City's Periodic Comprehensive Plan Update
- B. Rich Huebner Resolution Approving and Authorizing the Mayor to Execute a Technical Assistance Contract with the Yakima Valley Conference of Governments (YVCOG) for Calendar Year 2025
- C. Rich Huebner Resolution Authorizing the Mayor or Public Works Director to Execute a Scope and Budget Detail Change with Yakima County for the City's Remaining American Rescue Plan Act (ARPA) Funds

14) **Ordinances**

- A. Rich Huebner Ordinance Establishing the 2025 Base Salary and Wage Schedule for Unrepresented (a/k/a Non-Union) Positions
- B. Rich Huebner Ordinance Amending Selah Municipal Code Sections 8.70.020 and 8.70.025

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) **Closed Session** – None

17) **Executive Session** – None

18) **Adjournment**

Next Regular Meeting: January 14, 2025

Next Study Session: January 14, 2025



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 12/10/2024
Agenda Number: 10A

Action Item

Title: Approval of Meeting Minutes from November 26, 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
November 26, 2024

Call to Order

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

Roll Call

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

Councilmembers Absent: Kevin Wickenhagen

Staff Present: Rich Huebner, City Administrator; Rob Case, City Attorney; Dustin Soptich, Police Chief; Scott Willis, Deputy Fire Chief; Rocky Wallace, Public Works Director; Kimberly Grimm, Finance Director; Zack Schab, Recreation + Tourism Manager; Courtney McGarity, City Clerk

Staff Absent: Jim Lange, Fire Chief

Pledge of Allegiance was said by all in attendance

Invocation

Aaron Crumrine of Selah Covenant Church provided prayer.

Announcement of Changes

Changing 9B to 9C; Adding new 9B under Proclamations and Announcements; Adding 13B under Resolutions; Changing Executive Session from 30 minutes to 15 minutes

Pre-Arranged Oral Comments from the Public

- Pattie Graffe — SDA – Small Business Saturday; Flower Box Changes; Christmas Light Parade; Volunteer Appreciation Party

Oral Comments by People in Attendance (up to 2 minutes each)

- Lisa Gordon – Spoke on Transitional Housing

Proclamations/Announcements

- A. Community Pride Award – Jakob Greene
- B. Promotion and Pinning Ceremony of Police Sergeant, Ryan Maybee
- C. Chris Corry and Jeremy Dufault – Legislative Updates

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 November 12, 2024 Council Meeting
- B. Kimberly Grimm * Approval of Claims & Payroll
- C. Rocky Wallace * Resolution Adopting a WSP Amendment to the February 2021 Water System Plan

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

Resolutions

- A. Rich Huebner Resolution Adopting the City of Selah's 2025 Legislative Agenda
- B. Rocky Wallace Resolution Authorizing the Signing and Submission of a Washington State Department of Health Drinking Water State Revolving Fund Application Related to the City's Well No. 9 Equipping Project

- A. Councilmember Peterson made a motion to approve the Resolution, seconded by Councilmember Marquis. Following a roll call vote by Ms. McGarity, all are in favor. The motion is passed.
- B. Councilmember Costello made a motion to approve the Resolution, seconded by Councilmember Longmire. Following a roll call vote by Courtney McGarity, all are in favor. The motion is passed.

Ordinances

- A. Kimberly Grimm Ordinance to Establish the Amount of Taxes to be Levied Upon Real & Personal Property in the City of Selah, Yakima County, Washington, and Fixing the Tax Levy for the Year 2025

- A. Councilmember Peterson made a motion to approve the Ordinance, seconded by Councilmember Marquis. Following a roll call vote by Courtney McGarity, all are in favor. The motion is passed.

Staff Reports/Announcements

The following staff members provided a department report:

- Deputy Fire Chief, Scott Willis
- Police Chief, Dustin Soptich
- Zack Schab, Recreation + Tourism Manager
- Rocky Wallace, Public Works Director
- Kimberly Grimm, Finance Director
- Courtney McGarity, City Clerk

Councilmember Reports

- Councilmember Monaghan – Working on securing an insurance policy for the Winter Warrior Challenge
- Councilmember Peterson – SPRSA meeting; Aimee is working towards her Certification of Pool Operator
- Councilmember Longmire – SPRSA is working on obtaining a pool cover
- Councilmember Iverson – Last week's Chamber meeting was well attended; Small Business Development Center is a great resource for small businesses

City Attorney Report

No Report

City Administrator Report

The City held interviews with two final firms for the position of consultant for the Comprehensive Plan; HLA and SCJ Alliance; the unanimous recommendation of the interview panel was to offer the contract to HLA and updates will be forthcoming. Legislative priorities to be brought to Olympia and shared with our Legislators, with funding requests submitted prior. Mr. Huebner, Mayor Bell and Chief Soptich recently toured the Discovery Lab School building in Yakima, WA to gain insight on construction ideas and processes as we look ahead to planning for the future Police Station. Interviews for City Planner were held today and an update will be forthcoming.

Mayor's Report

Correction on Comparative City Utility Rates sheet previously handed out. An updated copy of the 2025 Budget will be forthcoming at the 12/10 City Council meeting. Tomorrow (11/27) the Mayor invites City of Selah staff and Councilmembers to a holiday luncheon at City Hall from 11am-1pm.

Executive Session – Council Chambers

RCW 42.30.110(g); RE: Employee Performance

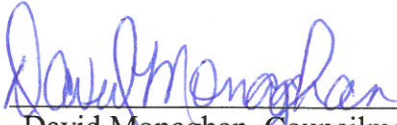
Executive Session called to order at 6:35 p.m.

Executive Session ended at 6:50 p.m. with no decisions made/no votes taken.

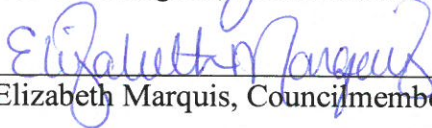
Adjournment

Councilmember Costello moved to adjourn the meeting. Councilmember Monaghan seconded. Mayor Bell adjourned.

Meeting ended at 6:54 p.m.



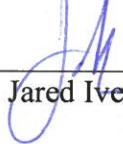
David Monaghan, Councilmember



Elizabeth Marquis, Councilmember

ABSENT

Kevin Wickenhagen, Councilmember




Jared Iverson, Councilmember

ATTEST:



Courtney McGarity, City Clerk



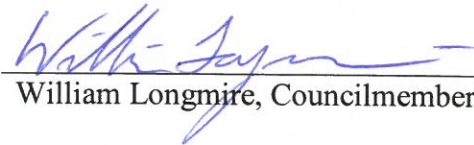
Roger Bell, Mayor



Clifford Peterson, Councilmember



Michael Costello, Councilmember



William Longmire, Councilmember



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 12/10/2024
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: 13:12:06 Date: 12/05/2024

12/06/2024 To: 12/06/2024

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
6370	12/06/2024	Payroll	1	EFT		910.82	Nov 1-30 2024 Pay Period
6371	12/06/2024	Payroll	1	EFT		220.84	Nov 1-30 2024 Pay Period
6372	12/06/2024	Payroll	1	EFT		295.84	Nov 1-30 2024 Pay Period
6374	12/06/2024	Payroll	1	EFT		295.84	Nov 1-30 2024 Pay Period
6375	12/06/2024	Payroll	1	EFT		295.84	Nov 1-30 2024 Pay Period
6376	12/06/2024	Payroll	1	EFT		295.84	Nov 1-30 2024 Pay Period
6378	12/06/2024	Payroll	1	EFT		2,018.20	Nov 16-30 2024 Pay Period
6379	12/06/2024	Payroll	1	EFT		2,030.02	Nov 16-30 2024 Pay Period
6380	12/06/2024	Payroll	1	EFT		2,097.48	Nov 16-30 2024 Pay Period
6381	12/06/2024	Payroll	1	EFT		1,981.38	Nov 16-30 2024 Pay Period
6382	12/06/2024	Payroll	1	EFT		2,928.95	Nov 16-30 2024 Pay Period
6383	12/06/2024	Payroll	1	EFT		1,671.50	Nov 16-30 2024 Pay Period
6384	12/06/2024	Payroll	1	EFT		2,168.45	Nov 16-30 2024 Pay Period
6385	12/06/2024	Payroll	1	EFT		1,927.99	Nov 16-30 2024 Pay Period
6386	12/06/2024	Payroll	1	EFT		1,662.81	Nov 16-30 2024 Pay Period
6387	12/06/2024	Payroll	1	EFT		2,054.15	Nov 16-30 2024 Pay Period
6388	12/06/2024	Payroll	1	EFT		4,227.15	Nov 16-30 2024 Pay Period
6389	12/06/2024	Payroll	1	EFT		1,919.41	Nov 16-30 2024 Pay Period
6390	12/06/2024	Payroll	1	EFT		2,413.67	Nov 16-30 2024 Pay Period
6391	12/06/2024	Payroll	1	EFT		2,031.58	Nov 16-30 2024 Pay Period
6392	12/06/2024	Payroll	1	EFT		2,640.97	Nov 16-30 2024 Pay Period
6393	12/06/2024	Payroll	1	EFT		1,990.36	Nov 16-30 2024 Pay Period
6394	12/06/2024	Payroll	1	EFT		2,000.04	Nov 16-30 2024 Pay Period
6395	12/06/2024	Payroll	1	EFT		892.82	Nov 16-30 2024 Pay Period
6396	12/06/2024	Payroll	1	EFT		2,523.46	Nov 16-30 2024 Pay Period
6397	12/06/2024	Payroll	1	EFT		1,993.92	Nov 16-30 2024 Pay Period
6398	12/06/2024	Payroll	1	EFT		1,945.95	Nov 16-30 2024 Pay Period
6399	12/06/2024	Payroll	1	EFT		1,945.01	Nov 16-30 2024 Pay Period
6400	12/06/2024	Payroll	1	EFT		3,469.35	Nov 16-30 2024 Pay Period
6401	12/06/2024	Payroll	1	EFT		2,235.60	Nov 16-30 2024 Pay Period
6402	12/06/2024	Payroll	1	EFT		48.92	Nov 16-30 2024 Pay Period
6403	12/06/2024	Payroll	1	EFT		2,104.96	Nov 16-30 2024 Pay Period
6404	12/06/2024	Payroll	1	EFT		3,676.40	Nov 16-30 2024 Pay Period
6405	12/06/2024	Payroll	1	EFT		1,860.55	Nov 16-30 2024 Pay Period
6406	12/06/2024	Payroll	1	EFT		1,781.18	Nov 16-30 2024 Pay Period
6407	12/06/2024	Payroll	1	EFT		1,976.37	Nov 16-30 2024 Pay Period
6408	12/06/2024	Payroll	1	EFT		2,126.41	Nov 16-30 2024 Pay Period
6409	12/06/2024	Payroll	1	EFT		1,648.07	Nov 16-30 2024 Pay Period
6410	12/06/2024	Payroll	1	EFT		2,212.61	Nov 16-30 2024 Pay Period
6411	12/06/2024	Payroll	1	EFT		3,893.62	Nov 16-30 2024 Pay Period
6412	12/06/2024	Payroll	1	EFT		1,847.76	Nov 16-30 2024 Pay Period
6413	12/06/2024	Payroll	1	EFT		1,873.86	Nov 16-30 2024 Pay Period
6414	12/06/2024	Payroll	1	EFT		1,687.71	Nov 16-30 2024 Pay Period
6415	12/06/2024	Payroll	1	EFT		3,279.80	Nov 16-30 2024 Pay Period
6416	12/06/2024	Payroll	1	EFT		2,247.93	Nov 16-30 2024 Pay Period
6417	12/06/2024	Payroll	1	EFT		2,072.46	Nov 16-30 2024 Pay Period
6418	12/06/2024	Payroll	1	EFT		1,998.57	Nov 16-30 2024 Pay Period
6419	12/06/2024	Payroll	1	EFT		3,539.56	Nov 16-30 2024 Pay Period
6420	12/06/2024	Payroll	1	EFT		2,912.87	Nov 16-30 2024 Pay Period
6421	12/06/2024	Payroll	1	EFT		1,915.63	Nov 16-30 2024 Pay Period
6422	12/06/2024	Payroll	1	EFT		2,009.35	Nov 16-30 2024 Pay Period
6423	12/06/2024	Payroll	1	EFT		2,068.81	Nov 16-30 2024 Pay Period
6424	12/06/2024	Payroll	1	EFT		2,438.77	Nov 16-30 2024 Pay Period
6425	12/06/2024	Payroll	1	EFT		2,659.11	Nov 16-30 2024 Pay Period
6426	12/06/2024	Payroll	1	EFT		1,999.47	Nov 16-30 2024 Pay Period
6427	12/06/2024	Payroll	1	EFT		2,496.92	Nov 16-30 2024 Pay Period
6428	12/06/2024	Payroll	1	EFT		3,048.62	Nov 16-30 2024 Pay Period
6429	12/06/2024	Payroll	1	EFT		2,637.72	Nov 16-30 2024 Pay Period
6430	12/06/2024	Payroll	1	EFT		2,122.65	Nov 16-30 2024 Pay Period
6431	12/06/2024	Payroll	1	EFT		2,420.12	Nov 16-30 2024 Pay Period

CHECK REGISTER

City Of Selah

Time: 13:12:06 Date: 12/05/2024

12/06/2024 To: 12/06/2024

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
6432	12/06/2024	Payroll	1	EFT		2,414.12	Nov 16-30 2024 Pay Period
6433	12/06/2024	Payroll	1	EFT		1,889.83	Nov 16-30 2024 Pay Period
6434	12/06/2024	Payroll	1	EFT		2,258.53	Nov 16-30 2024 Pay Period
6435	12/06/2024	Payroll	1	EFT		2,078.78	Nov 16-30 2024 Pay Period
6436	12/06/2024	Payroll	1	EFT		1,884.27	Nov 16-30 2024 Pay Period
6437	12/06/2024	Payroll	1	EFT		2,304.75	Nov 16-30 2024 Pay Period
6438	12/06/2024	Payroll	1	EFT		2,361.91	Nov 16-30 2024 Pay Period
6439	12/06/2024	Payroll	1	EFT		3,912.32	Nov 16-30 2024 Pay Period
6440	12/06/2024	Payroll	1	EFT		2,018.03	Nov 16-30 2024 Pay Period
6441	12/06/2024	Payroll	1	EFT		2,528.72	Nov 16-30 2024 Pay Period
6442	12/06/2024	Payroll	1	EFT		2,021.65	Nov 16-30 2024 Pay Period
6443	12/06/2024	Payroll	1	EFT		1,924.54	Nov 16-30 2024 Pay Period
6444	12/06/2024	Payroll	1	EFT		1,890.51	Nov 16-30 2024 Pay Period
6445	12/06/2024	Payroll	1	EFT		288.57	Nov 16-30 2024 Pay Period
6446	12/06/2024	Payroll	1	EFT		3,586.45	Nov 16-30 2024 Pay Period
6447	12/06/2024	Payroll	1	EFT		2,779.14	Nov 16-30 2024 Pay Period
6448	12/06/2024	Payroll	1	EFT		2,653.59	Nov 16-30 2024 Pay Period
6449	12/06/2024	Payroll	1	EFT		2,894.77	Nov 16-30 2024 Pay Period
6454	12/06/2024	Payroll	1	EFT	EFTPS	56,688.30	941 Deposit for Pay Cycle(s) 12/06/2024 - 12/06/2024
6373	12/06/2024	Payroll	1	86554		295.84	Nov 1-30 2024 Pay Period
6377	12/06/2024	Payroll	1	86555		295.84	Nov 1-30 2024 Pay Period
6456	12/06/2024	Payroll	1	86556	Selah Police Association Employee Fund	290.00	Pay Cycle(s) 12/06/2024 To 12/06/2024 - PD EMP FUND
6457	12/06/2024	Payroll	1	86557	Teamsters Local #760 - PW Dues	923.00	Pay Cycle(s) 12/06/2024 To 12/06/2024 - TEAMSTERS PW DUES
6458	12/06/2024	Payroll	1	86558	Trusteed Service Plan	1,105.00	Pay Cycle(s) 12/06/2024 To 12/06/2024 - Disability
6459	12/06/2024	Payroll	1	86559	WA State Council Police Officer Dues	200.00	Pay Cycle(s) 11/22/2024 To 11/22/2024 - PD COUNCIL DUES
6460	12/06/2024	Payroll	1	86560	Western Conf of Teamsters Pension Tr-PD	9,187.65	Pay Cycle(s) 11/22/2024 To 11/22/2024 - PENSION PD TMS; Pay Cycle(s) 11/22/2024 To 11/22/2024 - PENSION PW TMS; Pay Cycle(s) 12/06/2024 To 12/06/2024 - PENSION PD TMS; Pay Cycle(s) 12/06/2024 To 12/06
						93,908.90	001 General Fund
						50,674.39	103 Fire Control
						13,990.72	110 City Street
						1,089.86	111 Street Improvement
						3,615.55	118 Civic Center
						3,495.49	119 Transit
						293.68	121 Tourism
						24,930.25	411 Water
						37,877.12	415 Sewer
						4,492.17	420 Solid Waste
						234,368.13	Payroll:
							234,368.13

CHECK REGISTER

City Of Selah

Time: 13:12:06 Date: 12/05/2024

12/06/2024 To: 12/06/2024

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

Kathryn L Davis
Payroll Specialist

Kimberly Gunn
Finance Director

Subscribed this 10TH day of DECEMBER, 2024

The following voucher/checks are approved for payment:

Voucher/check number Kathryn through _____ Total \$ _____

ACCOUNTS PAYABLE

City Of Selah

As Of: 01/24/2025

Time: 11:14:26 Date: 12/05/2024

Page: 1

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
2385	12/02/2024	12/10/2024	1606 Abadan	312.20	AR295261 CH
2431	12/04/2024	12/10/2024	1606 Abadan	32.24	Copy Machine
2439	12/04/2024	12/10/2024	1606 Abadan	78.36	Invoice #AR295831
2475	12/05/2024	12/10/2024	1606 Abadan	126.83	Invoice #AR295833
2476	12/05/2024	12/10/2024	1633 Anatek Labs	78.00	Invoice #2430364
2466	12/04/2024	12/04/2024	1652 Autozone	129.96	Invoice #03720347197
2468	12/05/2024	12/10/2024	1652 Autozone	-6.50	Invoice #03720348634 Rtn
2470	12/05/2024	12/10/2024	1652 Autozone	6.50	Invoice #03720348636
2465	12/04/2024	12/10/2024	1659 Baer Testing, Inc.	3,243.75	Invoice #12393
2415	12/03/2024	12/10/2024	3001 Barth, Chelsea	30.00	Refund 1006403.001
2386	12/02/2024	12/10/2024	1663 Basin Disposal Of Yakima, LLC	89,912.53	Invoice #5434741
2433	12/04/2024	12/10/2024	1673 Bill Harris Used Cars Inc	632.08	Rear Breaks
2416	12/03/2024	12/10/2024	1689 Brose's Wholesale Florist, Inc.	101.80	Invoice #120224
2418	12/03/2024	12/10/2024	1689 Brose's Wholesale Florist, Inc.	264.25	Invoice #12224
2441	12/04/2024	12/10/2024	1700 CDW Government, Inc.	2,177.14	Invoice #AB25P2G
2454	12/04/2024	12/10/2024	2931 Capture Energy LLC	15,000.00	Invoice #24121-PE 03 and Final
2471	12/05/2024	12/10/2024	1706 Card Service Center	2,136.00	Invoice #1918 Nov 2024
2442	12/04/2024	12/10/2024	1724 Centurylink - FD	162.22	Invoice #333827572 1124
2426	12/03/2024	12/10/2024	1727 Charter Communications	129.98	Spectrum Det Computer
2443	12/04/2024	12/10/2024	1727 Charter Communications	52.12	Invoice #176781401112124
2419	12/03/2024	12/10/2024	1738 Cintas	190.35	Invoice #4212494571
2387	12/02/2024	12/10/2024	1742 City of Selah, Utilities	199.23	Invoice #10120 1124
2417	12/03/2024	12/10/2024	1742 City of Selah, Utilities	165.85	Water Bill
2420	12/03/2024	12/10/2024	1742 City of Selah, Utilities	779.51	Invoice #27540 1124
2445	12/04/2024	12/10/2024	1742 City of Selah, Utilities	240.25	Invoice #23350, 23351
2477	12/05/2024	12/10/2024	1742 City of Selah, Utilities	13,010.49	Utilities Nov 2024
2469	12/05/2024	12/10/2024	1741 City of Selah	1,840.14	Invoice #C-R/A-2024-010
2397	12/03/2024	12/10/2024	1750 Commercial Tire	969.24	Invoice #34-187303
2398	12/03/2024	12/10/2024	1750 Commercial Tire	969.24	Invoice #34-187324
2399	12/03/2024	12/10/2024	1750 Commercial Tire	3,733.52	Invoice #34-187450
2422	12/03/2024	12/10/2024	3002 Crabb, Stephanie	30.00	Refund 1006546.001
2478	12/05/2024	12/10/2024	1763 Culligan Yakima	111.65	Invoice #2024117304089562
2388	12/02/2024	12/10/2024	1777 Daniel Polage	8,000.00	Invoice 1124
2389	12/02/2024	12/10/2024	2654 Databar	767.25	Invoice #269126
2449	12/04/2024	12/10/2024	2654 Databar	2,836.41	Invoice #269180
2514	12/05/2024	12/10/2024	3006 Elite Towing & Recovery, LLC	92.06	Invoice #228610
2430	12/04/2024	12/10/2024	1823 Embroidery Northwest	55.23	New Hire Patches Shirts
2437	12/04/2024	12/10/2024	1853 First Responder Outfitters, Inc	5,095.51	Uniforms
2423	12/03/2024	12/10/2024	3003 Gamboa, Richard	30.00	Refund 1006546.001
2400	12/03/2024	12/10/2024	1868 General Pacific, Inc.	2,443.25	Invoice #1505942

ACCOUNTS PAYABLE

City Of Selah

As Of: 01/24/2025

Time: 11:14:26 Date: 12/05/2024

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
2479	12/05/2024	12/10/2024	1883 HD Fowler Company	454.41	Invoice #16889253
2424	12/03/2024	12/10/2024	3004 Hatch, Alisa	75.00	Refund 10065093.002
2401	12/03/2024	12/10/2024	1895 Helms Hardware Company	18.51	Invoice #819454
2402	12/03/2024	12/10/2024	1895 Helms Hardware Company	4.64	Invoice #833831
2403	12/03/2024	12/10/2024	1895 Helms Hardware Company	31.74	Invoice #836418
2404	12/03/2024	12/10/2024	1895 Helms Hardware Company	25.45	Invoice #836615
2405	12/03/2024	12/10/2024	1895 Helms Hardware Company	6.13	Invoice #836634
2406	12/03/2024	12/10/2024	1895 Helms Hardware Company	125.58	Invoice #836648
2407	12/03/2024	12/10/2024	1895 Helms Hardware Company	30.37	Invoice #836650
2408	12/03/2024	12/10/2024	1895 Helms Hardware Company	40.99	Invoice #836700
2409	12/03/2024	12/10/2024	1895 Helms Hardware Company	1.09	Invoice #836805
2410	12/03/2024	12/10/2024	1895 Helms Hardware Company	115.44	Invoice #836991
2411	12/03/2024	12/10/2024	1895 Helms Hardware Company	2.72	Invoice #837025
2412	12/03/2024	12/10/2024	1895 Helms Hardware Company	33.55	Invoice #837079
2428	12/03/2024	12/10/2024	1895 Helms Hardware Company	16.93	Invoice #836997
2429	12/04/2024	12/10/2024	1895 Helms Hardware Company	137.83	NNO, Range, interview room, supply closet
2446	12/04/2024	12/10/2024	1895 Helms Hardware Company	14.07	Invoice #837287
2455	12/04/2024	12/04/2024	1895 Helms Hardware Company	12.99	Invoice #836570
2456	12/04/2024	12/04/2024	1895 Helms Hardware Company	24.35	Invoice #837178
2457	12/04/2024	12/04/2024	1895 Helms Hardware Company	3.06	Invoice #837183
2458	12/04/2024	12/04/2024	1895 Helms Hardware Company	80.11	Invoice #837367
2434	12/04/2024	12/10/2024	1939 Joel's Tire, LLC	202.60	Tire Rotations
2425	12/03/2024	12/10/2024	1956 KCDA Purchasing Cooperative	504.25	Invoice #300821521
2459	12/04/2024	12/04/2024	1960 Keller Supply Company	-125.62	Invoice #C006020185.001
2460	12/04/2024	12/10/2024	1960 Keller Supply Company	650.34	Invoice #S023623698.001
2480	12/05/2024	12/10/2024	1962 Kelley's Tele-Communications	155.94	Invoice #1010612812012024
2516	12/05/2024	12/10/2024	3008 Kittitas County Sheriff's Office	1,770.77	Invoice #AR24-137
2447	12/04/2024	12/10/2024	1977 LN Curtis & Sons	8,253.35	Invoice #INV888923, INV889623
2413	12/03/2024	12/10/2024	1989 Les Schwab Tires	1,524.39	Invoice #41800621384
2390	12/02/2024	12/10/2024	1991 Liberty Mutual Insurance CO	145.00	Bond #999299289 Treasurer Bond/Clerk Treasurer
2396	12/03/2024	12/10/2024	2008 Margita A. Dornay, Attorney at Law	8,000.00	Invoice #36 1124
2451	12/04/2024	12/10/2024	2017 Medstar Cabulance, Inc.	11,719.27	Invoice #ST 16-30 Nov 2024
2481	12/05/2024	12/10/2024	2023 Mid-American Research Chemical	646.45	Invoice #0834806-IN
2482	12/05/2024	12/10/2024	2027 Minert & Associates	378.00	Invoice #336484
2483	12/05/2024	12/10/2024	2033 Monster Graphics	500.35	Invoice #3536
2448	12/04/2024	12/10/2024	2039 NCSI	425.50	Invoice #52140
2461	12/04/2024	12/10/2024	2053 O'Reilly Automotive Inc	250.44	Invoice #5631-460074
2462	12/04/2024	12/10/2024	2053 O'Reilly Automotive Inc	74.34	Invoice #5631-462404
2463	12/04/2024	12/10/2024	2053 O'Reilly Automotive Inc	88.33	Invoice #5631-463012
2391	12/02/2024	12/10/2024	2055 ODP Business Solutions, LLC	487.45	Invoice #391651351001, 391651699001

ACCOUNTS PAYABLE

City Of Selah

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
2432	12/04/2024	12/10/2024	2055 ODP Business Solutions, LLC	125.61	Pen, Desktop Pad, Adapter
2484	12/05/2024	12/10/2024	2055 ODP Business Solutions, LLC	86.40	Invoice #400789692-001
2485	12/05/2024	12/10/2024	2059 One Call Concepts	30.42	Invoice #4119109
2392	12/02/2024	12/10/2024	2061 Operation Omni Janitorial Service	5,660.04	Invoice #328883
2486	12/05/2024	12/10/2024	2066 Oxarc, Inc.	24.37	Invoice #0061888806
2435	12/04/2024	12/10/2024	2091 Pep Boys Fleet	967.05	New Tires
2444	12/04/2024	12/10/2024	2474 Public Safety Testing, Inc.	6,124.62	Sergeant Testing
2427	12/03/2024	12/10/2024	2135 Ricoh USA, Inc.	37.19	Invoice #5070509079
2438	12/04/2024	12/10/2024	2139 Rock River Arms, Inc.	5,040.00	LE Enhanced Car A4
2487	12/05/2024	12/10/2024	2194 Six Robblees' Inc.	161.97	Invoice #03P65367
2488	12/05/2024	12/10/2024	2194 Six Robblees' Inc.	42.67	Invoice #03P65368
2489	12/05/2024	12/10/2024	2225 Tacoma Screw Products, Inc.	14.69	Invoice #210119966-00
2393	12/02/2024	12/10/2024	2676 Torkelson, Carl	123.60	Application #HMR-2024-0006
2421	12/03/2024	12/10/2024	2246 TransUnion Risk & Alternative	162.49	Person Search Data
2464	12/04/2024	12/10/2024	2251 Tri-Valley Construction, Inc.	74,644.42	24054C-PE 02 & Final
2515	12/05/2024	12/10/2024	3007 Uline	1,152.71	Invoice #186076433
2472	12/05/2024	12/10/2024	2261 Uniforms Northwest	54.15	Invoice #2441
2490	12/05/2024	12/05/2024	3005 Uribe's Tree Service LLC	731.03	Invoice #937338
2452	12/04/2024	12/10/2024	2267 Valley Lock & Key Service LLC	214.42	Invoice #113657
2491	12/05/2024	12/10/2024	2268 Valley Septic Services LLC	2,924.10	Invoice #224802
2436	12/04/2024	12/10/2024	2269 Valvoline Instant Oil Change	85.76	Oil Changes
2395	12/02/2024	12/10/2024	2537 WA State Treasurer	6,455.35	Invoice #1124
2473	12/05/2024	12/10/2024	2291 Washington Auto Carriage	595.92	Invoice #S110414
2440	12/04/2024	12/10/2024	2299 Washington State Criminal Justice Traini	1,090.00	CJTC Training
2474	12/05/2024	12/10/2024	2339 Yakima Cooperative Association	3,150.47	Invoice #157825 Nov 2024
2394	12/02/2024	12/10/2024	2354 Yakima County Prosecutor's	91.46	1124 Crime Victims
2450	12/04/2024	12/10/2024	2360 Yakima Herald Republic	496.65	Invoice #65577
2453	12/04/2024	12/10/2024	2360 Yakima Herald Republic	516.25	Invoice #59523
2467	12/05/2024	12/10/2024	2365 Yakima Printing Company, LLC	105.59	Invoice #6053

Report Total: 303,974.15

ACCOUNTS PAYABLE

City Of Selah

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As Of: 01/24/2025

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

Kathryn L Davis
Payroll Specialist

Kimberly Gunn
Finance Director

Subscribed this 10th day of December, 2024

The following voucher/checks are approved for payment:

Voucher/check number _____ through _____ Total \$ _____



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 12/10/2024
Agenda Number: 10C

Action Item

Title: Resolution Authorizing a Reallocation of Monies in Order to Enable the Purchase of Two Drones for the Police Department

From: Police Chief, Dustin Soptich

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: The total acquisition cost would be \$31,418.75 (inclusive of sales tax). However, the Selah Downtown Association has generously agreed to donate \$15,000.00 toward the total purchase price. Thus, the City’s necessary financial outlay would be \$16,418.75. The Police Department has identified unspent monies within Fund 521 (Police) on the 2024 budget due to actual expenditures on certain items proving lower than originally estimates amounts, and those unspent monies can – if reallocated – be used to cover the City’s financial outlay for these two drones without overall spending on the 2024 budget being increased. In other words, this would use already-budgeted-but-not-yet-spent monies, rather than requiring any “new” or additional monies to be added to the 2024 budget.

Funding Source: Fund 521, Police

Background/Findings/Facts: The police department would like to purchase two drones (model DJI M30T), which will be used for a variety of law enforcement purposes including searching for suspects, vehicles and missing persons; accurately mapping collision scenes; documenting crime scenes; event monitoring; surveillance; and disaster recovery; and used, also, for assisting the Fire Department when necessary or requested. Police officers would, prior to using the drones, complete applicable training and receive FAA Part 107 licenses.

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:

RESOLUTION NO. 3170

RESOLUTION AUTHORIZING A REALLOCATION OF MONIES IN ORDER TO ENABLE
THE PURCHASE OF TWO DRONES FOR THE POLICE DEPARTMENT

WHEREAS, the Police Department would like to purchase two drones (model DJI M30T), which will be used for a variety of law enforcement purposes including searching for suspects, vehicles, and missing persons; accurately mapping collision scenes; documenting crime scenes; event monitoring; surveillance and disaster recovery; and used, also, for assisting the Fire Department when necessary or requested. Police officers would, prior to using the drones, complete applicable training and receive Part 107 FAA licenses; and

WHEREAS, the total purchase cost for two drones is \$31,418.75 (inclusive of sales tax). The Selah Downtown Association generously agreed to donate \$15,000.00 towards the total purchase cost, which lowers the City's necessary financial outlay to \$16,418.75; and

WHEREAS, the Police Department has identified unspent monies existing within Fund 521 (Police) on the 2024 budget due to actual expenditures on certain items proving lower than the originally estimated amounts, and those unspent monies can – if reallocated – be used to cover the City's financial outlay for these two drones without overall spending on the 2024 budget being increased; and

WHEREAS, the City Council finds that good cause exists;

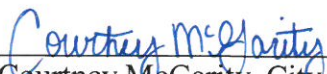
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON that the necessary amount of heretofore-unspent monies within Fund 521 (Police) may be reallocated in order to cover the City's financial outlay of \$16,418.75 (or lessor, if that somehow proves possible) for the acquisition of two drones for the Police Department.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 10th day of December, 2024.



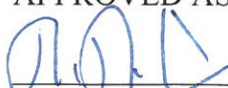
Roger Bell, Mayor

ATTEST:



Courtney McGarity, City Clerk

APPROVED AS TO FORM:



Rob Case, City Attorney



Selah City Council

Regular Meeting

AGENDA ITEM SUMMARY

Meeting Date: 12/10/2024
Agenda Number: 10D

Action Item

Title: Resolution Authorizing the Mayor to Sign a Five-Page Washington State Transportation Improvement Board Fuel Tax Grant Agreement 3-E-182(008)-1 and also a One-Page Project Funding Status Form, Pertaining to the City’s 3rd Street and Speyers Road Resurfacing Project

From: Rocky Wallace, Public Works Director

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: The City will receive \$520,020.00 of TIB grant funds, and the City will expend \$57,780.00 of its own funds on this Project.

Funding Source: 111, Street Improvement Fund

Background/Findings/Facts: The City’s 3rd Street and Speyers Road Resurfacing Project (Project) will grind and overlay certain portions of 3rd Street and Speyers Road. The City has received a funding commitment from the Washington State Transportation Improvement Board (TIB) for a portion of the costs on this Project.

TIB will contribute a maximum of \$520,020.00, provided that the City contributes another \$57,780.00. The City has sufficient monies to contribute such amount (\$57,780.00).

A five-page Washington State Transportation Improvement Board Fuel Tax Grant Agreement 3-E-182(008)-1 and a one-page Project Funding Status Form have been prepared, copies are appended to this AIS, and City staff is requesting that the City Council authorize the Mayor – via approving the attached proposed Resolution – to sign them.

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

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

Date:	Action Taken:

RESOLUTION NO. 3171

RESOLUTION AUTHORIZING THE MAYOR SIGN A FIVE-PAGE WASHINGTON STATE TRANSPORTATION IMPROVEMENTS BOARD FUEL TAX GRANT AGREEMENT 3-E-182(008)-1 AND ALSO A ONE-PAGE PROJECT FUNDING STATUS FORM, PERTAINING TO THE CITY'S 3RD STREET OVERLAY PROJECT

WHEREAS, the City desires – as part of its 3rd Street Overlay Project (Project) – to grind and overlay certain portions of 3rd Street and Speyers Road; and

WHEREAS, the City has received a funding commitment from the Washington State Transportation Improvement Board (TIB) for portion of the costs on such Project; and

WHEREAS, TIB will contribute a maximum of \$520,020.00 toward the Project, provided that the City contributes another \$57,780.00; and

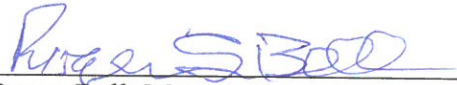
WHEREAS, a five-page Washington State Transportation Improvement Board Fuel Tax Grant Agreement 3-E-182(008)-1 has been prepared, its terms are acceptable to City staff, and City staff recommends that the City Council authorize the Mayor to sign it; and


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 five-page Washington State Transportation Improvement Board Fuel Tax Grant Agreement 3-E-182(008)-1 and the one-page Project Funding Status Form in the forms appended hereto.

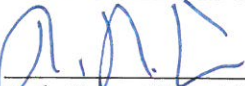
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 10th day of December, 2024.

ATTEST:


Roger Bell, Mayor


Courtney McGarity, City Clerk

APPROVED AS TO FORM:


Rob Case, City Attorney



Project Funding Status Form

Agency Name: **SELAH**
Project Name: **3rd Street Overlay**
Multiple Locations

TIB Project Number: **3-E-182(008)-1**

Verify the information below and revise if necessary.
Email to: Your TIB Engineer

PROJECT SCHEDULE

Target Dates		
Construction Approval	Contract Bid Award	Contract Completion

PROJECT FUNDING PARTNERS

List additional funding partners and amount.

Funding Partners	Amount	Revised Funding
SELAH	57,780	
WSDOT	0	
Federal Funds	0	
TOTAL LOCAL FUNDS	57,780	

Signatures are required from two different agency officials. Return the originally signed form to your TIB Engineer.

Mayor or Public Works Director

Roger L. Bell
Signature

12/10/2024
Date

Roger L. Bell
Printed or Typed Name

Mayor
Title

Financial Officer

Kimberly Grimm
Signature

12/10/2024
Date

KIMBERLY GRIMM
Printed or Typed Name

FINANCE OFFICER
Title

City of Selah
3-E-182(008)-1
3rd Street Overlay
Multiple Locations

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of Selah
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the 3rd Street Overlay, Multiple Locations (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Selah, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

For the project specified above, TIB shall pay 90.0000 percent of approved eligible project costs up to the amount of \$520,020, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW and/or chapter 47.04 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT'S Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT'S submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as

often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

6.0 AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

8.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9.0 DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:

- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue and other revenue sources. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the maximum payable TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060 and/or WAC 479-10-575. If an increase is denied, the recipient shall be liable for all costs incurred in excess of the maximum amount payable by TIB. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the intended ratio between TIB funds and total project costs, as described in Section 1.0 of this Agreement.

12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.

15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington and/or 47.04 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Approved as to Form
Attorney General

By:

Signature on file

Guy Bowman
Assistant Attorney General

Lead Agency

Transportation Improvement Board

x Royce S. Bode 12/10/24
Chief Executive Officer Date

Executive Director Date

Roger L. Bell
Print Name

Print Name



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 12/10/2024
Agenda Number: 10E

Action Item

Title: Resolution Declaring the East Goodlander Road Retaining Wall Reconstruction Project to be Complete and Accepting the Work and Materials

From: Rocky D. Wallace, Public Works Director

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: N/A

Funding Source: N/A for this action (the Project costs were paid from Fund 110, Street Fund)

Background/Findings/Facts: The City contracted with Ascent Foundations and More, LLC, to perform the East Goodlander Road Retaining Wall Reconstruction Project (“Project”). The contractor’s scope of work is finished and all materials are in place. City staff inspected the work and materials, and did not notice any defects or deficiencies. The work appears to meet the contract specifications. Thus, City staff recommends that the City Council approve a Resolution that declares the Project to be complete and that accepts the work and materials.

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. 3125 authorizing the Mayor to sign “Task Order No. 2024-05” with HLA Engineering and Land Surveying, Inc., for professional services related to the City’s East Goodlander Road Retaining Wall Reconstruction Project
8/13/2024	Resolution No. 3140 authorizing the Mayor to sign an agreement with Ascent Foundations and More, LLC., related to the East Goodlander Road Retaining Wall Reconstruction Project

RESOLUTION NO. 3172

RESOLUTION DECLARING THE EAST GOODLANDER ROAD RETAINING WALL RECONSTRUCTION PROJECT TO BE COMPLETE AND ACCEPTING THE WORK AND MATERIALS

WHEREAS, the City contracted with Ascent Foundations and More, LLC, to perform the East Goodlander Road Retaining Wall Reconstruction Project (“Project”); and

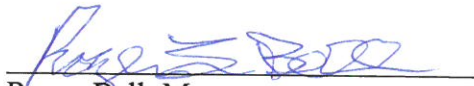
WHEREAS, all work is finished and all materials are in place; City staff inspected the work and materials; and no defects or deficiencies were noted; and


WHEREAS, the work appears to meet the contract specifications, and thus City staff recommends that the City Council declare the Project as complete and accept the work and materials;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the East Goodlander Road Retaining Wall Reconstruction Project be and is declared to be complete and the City accepts the work and materials.


PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 10th day of December, 2024.

ATTEST:


Roger Bell, Mayor


Courtney McGarity, City Clerk

APPROVED AS TO FORM:


Rob Case, City Attorney



November 25, 2024

City of Selah
115 W Naches Ave
Selah, WA 98942

Attn: Rocky Wallace, Public Works Director

Re: E. Goodlander Road Retaining Wall Reconstruction
HLA Project No.: 24124
Project Acceptance

Dear Mayor Bell:

This letter serves as our recommendation for acceptance for the above referenced project by the City of Selah. We have reviewed the work performed by Ascent Foundation & More, LLC on this project and believe it has been completed satisfactorily. If everything is acceptable, please provide us with a copy of the City of Selah resolution authorizing project acceptance.

Once the project has been accepted as complete by the City of Selah, the required "Notice of Completion of Public Works Contract" will be completed by HLA and sent to the Department of Revenue, Department of Labor and Industries, and Employment Security Department in Olympia, on the City's behalf through our access to the City of Selah Labor and Industries Portal.

The retainage on this project in the amount of \$1,472.26, should be released to Ascent Foundation & More, LLC. after acceptance of the project and when the City of Selah has received a lien release from the Department of Labor and Industries, the Department of Revenue, and the Employment Security Department, and when the City has confirmed there are no additional liens on this project.

Please use the following link to access this project's Closeout Documentation: [24124 - Project Documents](#). Closeout Documentation for this project includes:

- ❖ A Contractor signed punch list confirming all items identified during the final walkthrough were completed. HLA has verified and confirmed that all items were completed.
- ❖ A PDF set of Record Drawings.
- ❖ The Final Contract Voucher Certification signed by the contractor which states that all labor and materials furnished on this project have been paid for.
- ❖ The required project labor documentation including:
 - Requests to Sublet and Contractor Verifications for the Prime Contractor and all Subcontractors.
 - A *Statement of Intent to Pay Prevailing Wages and Affidavits of Wages Paid* approved by the Department of Labor and Industries for the Prime Contractor and all Subcontractors.

Our office will retain an electronic copy of all these files on the City's behalf, should you need them again.

City of Selah
November 25, 2024
Page 2

Please provide us with a copy of your notice releasing retainage (after all the required steps are met) for our records and to complete the project file.

Please contact this office if you have questions or if we may furnish additional information.

Sincerely,

Terry D. Alapeteri, PE

TDA/jdb

Enclosures

Copy: Vince Glondo, Benji Martin, Heather Johnson, Ascent Foundation & More, LLC
Angela Ringer, HLA



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 12/10/2024
Agenda Number: 10F

Action Item

Title: Resolution Declaring the Wixson Park Pathway Project to be Complete and Accepting the Work and Materials

From: Rocky D. Wallace, Public Works Director

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: N/A

Funding Source: N/A for this action (the Project costs were paid from Fund 001, General Fund)

Background/Findings/Facts: The City contracted with Capture Energy, LLC, to perform the Wixson Park Pathway Project (“Project”). The contractor’s scope of work is finished and all materials are in place. City staff inspected the work and materials, and did not notice any defects or deficiencies. The work appears to meet the contract specifications. Thus, City staff recommends that the City Council approve a Resolution that declares the Project to be complete and that accepts the work and materials.

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
8/27/2024	Resolution No. 3145 authorizing the Mayor to sign an agreement with Capture Energy, LLC., related to the Wixson Park Pathway Project

RESOLUTION NO. 3173

RESOLUTION DECLARING THE WIXSON PARK PATHWAY PROJECT TO BE COMPLETE AND ACCEPTING THE WORK AND MATERIALS

WHEREAS, the City contracted with Capture Energy, LLC, to perform the Wixson Park Pathway Project (“Project”); and


WHEREAS, all work is finished and all materials are in place; City staff inspected the work and materials; and no defects or deficiencies were noted; and

WHEREAS, the work appears to meet the contract specifications, and thus City staff recommends that the City Council declare the Project as complete and accept the work and materials;

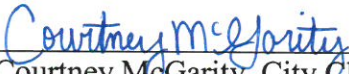
NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Wixson Park Pathway Project be and is declared to be complete and the City accepts the work and materials.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 10th day of December, 2024.

ATTEST:

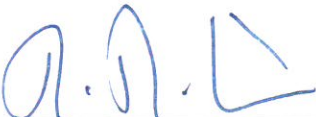


Roger Bell, Mayor

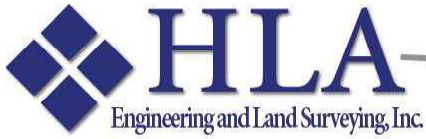


Courtney McGarity, City Clerk

APPROVED AS TO FORM:



Rob Case, City Attorney



November 25, 2024

City of Selah
115 W Naches Ave
Selah, WA 98942

Attn: Rocky Wallace
Public Works Director

Re: City of Selah
Wixson Park Pathway
HLA Project No.: 24121
Final Progress Estimate and Project Acceptance

Dear Mayor Bell:

Enclosed is Progress Estimate No. 03 designated as the Final for work performed by Capture Energy, LLC, through November 25, 2024 in connection with their contract on the above referenced project. The amount due of \$15,000.00 the contractor is net, as per the contract document's. We recommend this Final Progress Estimate be considered and accepted by the City of Selah's Council.

This letter also serves as our recommendation for acceptance of this project by your City Council. We have reviewed the work performed by Capture Energy, LLC, on this project and believe it has been completed satisfactorily.

Once the project has been accepted as complete by the City Council, the required "Notice of Completion of Public Works Contract" will be completed by our office and sent to the Department of Revenue, Department of Labor and Industries, and Employment Security Departments through our access to the City of Selah's Labor and Industries portal. If you prefer to submit the Notice of Completion, please let us know.

After acceptance of the project and when lien releases have been received from Department of Revenue, Department of Labor and Industries, and Employment Security Department, this project will be considered physically complete.

The City will receive the following from HLA Engineering and Land Surveying, Inc. (HLA) in a One Drive Link for download:

- A completed copy of the project punch list items identified during the final walk-through inspection.
- A PDF set of Record Drawings for the project.
- Final Contract Voucher Certification from the Contractor certifying all labor and materials furnished on this project have been paid for.
- Required project labor documents including:

- Requests to Sublet and verifications for the Prime Contractor and all subcontractors who performed work on this project.
- Statement of Intent to Pay Prevailing Wages approved by the Washington State Department of Labor and Industries.
- Affidavits of Wages Paid approved by the Washington State Department of Labor and Industries.

Our office will retain an electronic copy of the project files should the City need them in the future.

Please forward a copy of your Council Resolution authorizing project acceptance.

Please contact our office if you have questions or if we may provide additional information.

Sincerely,

 Digitally signed by
Terry Alapeteri
Date: 2024.11.25
11:17:39-08'00'

Terry Alapeteri, PE

TDA/jdb

Enclosures

Copy: Trevor Wantaja, Capture Energy
Taylor Denny, Angie Ringer, HLA

CONSTRUCTION PROGRESS ESTIMATE

Wixson Park Pathway

CITY OF SELAH
115 W NACHES AVE
SELAH, WA 98942



HLA PROJECT NO.: 24121C

PROGRESS ESTIMATE NO.: 3 & Final

FROM: Nov. 01, 2024 TO: Nov. 25, 2024

TO: Capture Energy LLC
PO Box 1045
La Center, WA 98629

BID ITEM NO.	DESCRIPTION	UNIT	CONTRACT TOTAL (Contract + COs)			TOTAL WORK TO DATE		PREVIOUS PAID		AMOUNT DUE NOW (Total - Previous)		PERCENT CONTRACT COMPLETE
			QTY	UNIT PRICE	COST	QTY	COST	QTY	COST	QTY	COST	
1	Minor Change	FA	1	\$ 10,000.00	\$ 10,000.00	0	\$ -	0	\$ -	0	\$ -	0%
2	SPCC Plan	LS	1	\$ 6,000.00	\$ 6,000.00	1	\$ 6,000.00	1	\$ 6,000.00	0	\$ -	100%
3	Mobilization	LS	1	\$ 10,200.00	\$ 10,200.00	1	\$ 10,200.00	1	\$ 10,200.00	0	\$ -	100%
4	Traffic Control	LS	1	\$ 6,000.00	\$ 6,000.00	1	\$ 6,000.00	1	\$ 6,000.00	0	\$ -	100%
5	Unclassified Excavation Incl. Haul	CY	190	\$ 105.00	\$ 19,950.00	190	\$ 19,950.00	190	\$ 19,950.00	0	\$ -	100%
6	Construction Geotextile for Separation	SY	1,100	\$ 2.00	\$ 2,200.00	1,100	\$ 2,200.00	1,100	\$ 2,200.00	0	\$ -	100%
7	Crushed Surfacing Top Course	TON	170	\$ 105.00	\$ 17,850.00	171.27	\$ 17,983.35	171.27	\$ 17,983.35	0	\$ -	101%
8	HMA Cl. 3/8-Inch PG 64H-28	TON	190	\$ 150.00	\$ 28,500.00	162.25	\$ 24,337.50	162.25	\$ 24,337.50	0	\$ -	85%
9	Irrigation System Repairs	FA	1	\$ 10,000.00	\$ 10,000.00	0	\$ -	0	\$ -	0	\$ -	0%
10	Landscape Restoration	FA	1	\$ 10,000.00	\$ 10,000.00	0.38	\$ 3,762.94	0.38	\$ 3,762.94	0	\$ -	38%
11	Cement Conc. Sidewalk 4-Inch Thick	SY	30	\$ 500.00	\$ 15,000.00	30	\$ 15,000.00	0	\$ -	30	\$ 15,000.00	100%

Project Total \$ 135,700.00 \$ 105,433.79 \$ 90,433.79 \$ 15,000.00 78%

Retainage Bond No. PB02775000026 0% \$ - \$ - \$ -

Amount Due Progress Estimate No. 3 & Final \$ 105,433.79 \$ 90,433.79 \$ 15,000.00

I hereby certify that the foregoing is a true and correct statement of the work performed under this contract.

Digitally signed by
Terry Alapeteri
Date: 2024.11.25
11:17:52-08'00'

Terry D. Alapeteri, PE

I hereby accept the Final Progress Estimate and Final Contract Voucher Certification, in accordance with Section 1-09.9 of the WSDOT Standard Specifications.

Capture Energy LLC

CONSTRUCTION PROGRESS ESTIMATE - SCHEDULE OF VALUES

City of Selah
Wixson Park Pathway

TO: Capture Energy LLC
PO Box 1045
La Center, WA 98629

HLA PROJECT NO.: 24121C



<i>BID ITEM NO.</i>	<i>BID ITEM NAME</i>	<i>DESCRIPTION</i>	<i>QUANTITY</i>	<i>UNIT</i>	<i>UNIT PRICE</i>	<i>TOTAL PRICE</i>	<i>PERCENT OF ITEM COMPLETE</i>
2	SPCC Plan	100% Payment	1	LS	\$ 6,000.00	\$ 6,000.00	100.00%
3	Mobilization	50% Payment at 5% Project Completion	1	LS	\$ 5,100.00	\$ 5,100.00	100.00%
3	Mobilization	100% Payment at 10% Project Completion	1	LS	\$ 5,100.00	\$ 5,100.00	100.00%
4	Traffic Control	4.1 - Traffic Control Set Up	1	LS	\$ 2,000.00	\$ 2,000.00	100.00%
4	Traffic Control	4.2 - Daily Traffic Control	20	EA	\$ 100.00	\$ 2,000.00	100.00%
4	Traffic Control	4.3 - Traffic Control Take Down	1	LS	\$ 2,000.00	\$ 2,000.00	100.00%



PROJECT NAME: Wixson Park Pathway

PROJECT NUMBER: 24121

Date Work Physically Completed: October 11, 2024

Final Contract Amount: \$105,433.79

All work on the above referenced project has been completed in accordance with the contract documents and the final inspection has been completed, including all required project documentation.

I, the undersigned, certify and declare, under penalty of perjury under the laws of the State of Washington, that the foregoing is true and correct: I am authorized to sign for the claimant; that in connection with the work performed and, to the best of my knowledge, no loan, gratuity or gift in any form whatsoever has been extended to any employee of the City of Selah; nor have I rented or purchased any equipment or materials from any employee of the City of Selah; that the attached final estimate is a true and correct statement showing all the monies due the claimant from the City of Selah for work performed and material furnished under this Contract; that I have carefully examined said final estimate and understand the same and; that I, on behalf of the claimant, hereby release and forever discharge the City of Selah from any and all claims of whatsoever nature which I or the claimant may have, arising out of the performance of said Contract, which are not set forth in said final estimate.

The undersigned, , also hereby certifies that all subcontractors, suppliers, and employees have been paid in accordance with the Contract Documents and all applicable laws, except for Retainage, if any, remaining to be paid.

Contractor: Capture Energy LLC

Address: PO Box 1045, La Center, WA 98629

Authorized Official:  Date: 11/25/24
Contractor Signature

Print Name: Trevor Wantaja Title: Project Manager



Selah City Council

Regular Meeting

AGENDA ITEM SUMMARY

Meeting Date: 12/10/2024
Agenda Number: 13A

Action Item

Title: Resolution Approving and Authorizing the Mayor to Execute Task Order No. 2024-09 (Project No. 24193E) with HLA Engineering and Land Surveying, Inc., for the City's Periodic Comprehensive Plan Update

From: Rich Huebner, City Administrator

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: There will be no overall fiscal impact to the City. The total cost of the Comp Plan Update, as detailed in the proposed task order, is \$125,000. The City has been awarded a grant of that amount from the Department of Commerce. While the City will need to issue payment to the consultant and receive reimbursement, the net outcome will be that the City has no ultimate fiscal impact.

Funding Source: 001 General Fund, for payment of expenses and incoming grant revenue.

Background/Findings/Facts: As a municipality located within a County required to conduct planning pursuant to the Growth Management Act (GMA), the City needs to complete its periodic Comprehensive Plan Update by June 2026. To assist in this process, the City issued a Request for Qualifications/Proposals (RFQ/RFP), seeking a qualified consultant to assist the City in completing this effort.

Five firms responded to the RFQ/RFP: (1) HLA Engineering & Land Surveying of Yakima; (2) SCJ Alliance of Lacey, WA; (3) BHC Consultants of Seattle; (4) Nexus Planning Services of Spokane; and (5) Beckwith Consulting Group of La Conner, WA. Two firms (HLA and SCJ Alliance) were invited for interviews. The interview panel consisted of Mayor Roger Bell, City Administrator Rich Huebner, Public Works Director Rocky Wallace, Community Development Specialist Jennifer Leslie, Planning Commission Vice Chair Jammie Apodaca, and City Councilmember Jared Iverson. At the conclusion of the interview process, the unanimous recommendation of the interview panel was to select HLA.

HLA is currently under contract with the City for professional engineering services. City management proposes awarding the Comp Plan work to HLA in the form of a Task Order, the common practice for ordering specific work under the general agreement. The current agreement expires at the conclusion of calendar year 2025. The proposed Task Order includes a clause that it will continued to be governed by the terms of the current agreement, even if the agreement isn't

extended into 2026 (for some reason) even though the periodic update process will extend into 2026.

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: N/A **Action Taken:** N/A

RESOLUTION NO. 3174

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE TASK ORDER NO. 2024-09 (PROJECT NO. 24193E) WITH HLA ENGINEERING AND LAND SURVEYING, INC., FOR THE CITY'S PERIOD COMPREHENSIVE PLAN UPDATE

WHEREAS, the City is a municipality located within a County required to conduct planning pursuant to the Growth Management Act (GMA); and

WHEREAS, the City must complete a Periodic Update of its Comprehensive Plan by June 2026; and

WHEREAS, City administration found it most prudent to contract with a qualified consultant to assist the City in the Comprehensive Plan Update process; and

WHEREAS, the City issued a Request for Qualifications/Request for Proposals (RFQ/RFP), to which five responses were received; and

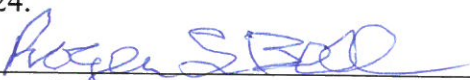
WHEREAS, following review of the applications and interviews with two finalist firms, City administration is recommending the selection of HLA Engineering and Land Surveying; and

WHEREAS, a five-page Task Order No. 2024-09 has been prepared, its terms are acceptable to City staff, and it specifies (via its "Time of Performance" paragraphs on page 4) that all work pursuant to the task order will be governed by the General Municipal Services Agreement between the City and HLA; 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 City Council does hereby approve and authorize the Mayor to execute the five-page Task Order No. 2024-09 (Project No. 24193E) with HLA Engineering and Land Surveying, Inc., in the form appended hereto.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 10th day of December, 2024.



Roger Bell, Mayor

ATTEST:



Courtney McGarity, City Clerk

APPROVED AS TO FORM:



Rob Case, City Attorney

TASK ORDER NO. 2024-09

REGARDING GENERAL AGREEMENT BETWEEN CITY OF SELAH

AND

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

PROJECT DESCRIPTION:

Growth Management Act Periodic Update
HLA Project No. 24193E

Cities must periodically take legislative action to review and, if necessary, revise their comprehensive plans and development regulations to ensure the plan and regulations comply with the requirements of the Growth Management Act (GMA). The Washington State Department of Commerce (COMMERCE) is allocating \$125,000 to the City of Selah (CITY) to fund the GMA Periodic Update Project Coordination, Critical Areas Ordinance (CAO) Update, Development Regulations Update, and Comprehensive Plan Update.

The CITY desires to contract with HLA to develop its required GMA Periodic Update. The scope of services was developed in accordance with RCW 36.70A and includes the development of a work plan and public participation plan; using COMMERCE checklists to review the CITY's existing Comprehensive Plan, Development Regulations, and CAO to identify areas that require updating. HLA will draft required updates to the documents for adopting updated regulations and plans and then will forward a final resolution to COMMERCE.

SCOPE OF SERVICES:

At the direction of the CITY, HLA shall provide the following professional services:

1.0 Periodic Update Project Coordination

- 1.1 Develop Periodic Update work plan.
 - 1.1.1 Identify the scope of the Periodic Update review and schedules for the public to participate.
 - 1.1.2 Finalize work plan for COMMERCE submittal.
- 1.2 Develop a public participation plan.
 - 1.2.1 Develop text and graphics for a Periodic Update project webpage.
 - 1.2.2 Assist the CITY to establish an advisory team to participate throughout the update process.
 - 1.2.3 Develop a community survey and summarize results in a plan appendix.
 - 1.2.4 Develop materials for up to four (4) public engagement meetings.
 - 1.2.5 Draft and finalize public participation plan for COMMERCE submittal.
- 1.3 Develop a public participation report.
 - 1.3.1 Draft a report detailing public meetings: date/times, topic(s) covered, and summary of public input.

- 1.4 Population and Housing Allocation.
 - 1.4.1 Review Yakima County population projections and utilize the established growth rate as the basis for the Periodic Update.
 - 1.4.2 Using the COMMERCE Housing and Planning for All Tool (HAPT), allocate projected housing needs across all required income segments.
- 1.5 Land Use Study
 - 1.5.1 Using the population and housing allocations, develop a Land Capacity Analysis to analyze vacant/buildable land utilization within city limits.

2.0 Critical Areas Ordinance Update

- 2.1 Complete Critical Areas analysis.
 - 2.1.1 Use COMMERCE checklist to identify areas in the CAO that need to be updated for compliance with applicable state law.
- 2.2 Draft CAO update and staff report.
 - 2.2.1 Update required sections of the CAO in track changes.
 - 2.2.2 Present draft CAO to Planning Commission.
- 2.3 Public Engagement.
 - 2.3.1 Hold one (1) public engagement meeting to discuss required changes to the CAO.
- 2.4 Adopt CAO.
 - 2.4.1 Present final CAO for Council approval.

3.0 Development Regulations Update

- 3.1 Complete Development Regulations analysis.
 - 3.1.1 Use COMMERCE checklist to identify areas in the Development Regulations that need to be updated for compliance with applicable state law.
- 3.2 Draft Development Regulations update and staff report.
 - 3.2.1 Update required sections of Development Regulations in track changes.
 - 3.2.2 Present draft Development Regulations to Planning Commission.
- 3.3 Public Engagement.
 - 3.3.1 Hold one (1) public engagement meeting to discuss required changes to Development Regulations.
- 3.4 Adopt Development Regulations Ordinance.
 - 3.4.1 Present final Development Regulations Ordinance for Council approval.

4.0 Comprehensive Plan Update

- 4.1 Complete Comprehensive Plan Analysis.
 - 4.1.1 Use COMMERCE checklist to identify areas in the Comprehensive Plan that need to be updated for compliance with applicable state law.
- 4.2 Draft mandatory elements of the Comprehensive Plan, in accordance with RCW 36.70A.070.
 - 4.2.1 Land Use Element
 - 4.2.2 Housing Element
 - 4.2.3 Capital Facilities Element
 - 4.2.4 Utilities Element
 - 4.2.5 Transportation Element
 - 4.2.6 Economic Development Element
 - 4.2.7 Park and Recreation Element
- 4.3 Public Notice and SEPA.
 - 4.3.1 Draft combined notice of application and SEPA document for CAO, Development Regulations, and Comprehensive Plan updates for CITY issuance.
 - 4.3.2 Submit notice to COMMERCE for 60-day review.
 - 4.3.3 Present draft Comprehensive Plan elements to Planning Commission.
 - 4.3.4 Compile and incorporate written comments.
 - 4.3.5 Draft SEPA determination for CITY issuance.
- 4.4 Public Engagement.
 - 4.4.1 Hold up to two (2) public engagement meetings to discuss required changes to the Comprehensive Plan.
- 4.5 Adopt Comprehensive Plan.
 - 4.5.1 Present final Comprehensive Plan for Council approval.
- 4.6 Draft Resolution finding the Periodic Update required by RCW 36.70A.130(1) is complete and send to COMMERCE.

The following scope of work items are not included in this Task Order, however, may be added by an Amendment as requested by the CITY and agreed upon by HLA. Fees associated with these tasks will be negotiated at the time of request for services by the CITY and included as an Amendment to this Task Order.

5.0 Market Analysis

- 5.1 A market analysis should include a snapshot of existing market conditions for residential, commercial, office, and industrial development and identify opportunities for diversification and preparation for emerging growth industries.

6.0 Research and Identify

- 6.1 Research and identify unique qualities, geography, demographics, adopted planning studies/plans, and trends specific to the City that will affect Comprehensive Plan considerations for the future.

7.0 Evaluation of Trends and Opportunities

- 7.1 Evaluation of existing and emerging community and planning trends and opportunities such as demographics, housing, farming, climate resilience, communities for all ages, diversity, equity and inclusion, sustainability, planning for mobility, construction and market trends, and infill and redevelopment strategies.

8.0 Additional Services

- 8.1 Provide planning services for additional work requested by the CITY that is not included in this Task Order.

9.0 Items to be Furnished and Responsibility of the CITY

The CITY will provide or perform the following:

- 9.1 Provide full information as to CITY requirements for the project, including but not limited to Selah's Comprehensive Plan, Development Regulations, and CAO.
- 9.2 Assist HLA by placing at their disposal all available information pertinent to data associated with the CITY, which may be enhanced or different from data publicly available at the 2020 Census Data.
- 9.3 Examine all documents presented by HLA and provide written decisions within a reasonable time so as not to delay the work of HLA.
- 9.4 Provide HLA the contact information of potential advisory team participants.
- 9.5 Provide staff support and reasonable timelines for the submission of materials and information to Planning Commission and City Council.
- 9.6 Create and update a multi-lingual CITY web page to be maintained during the Periodic Update development to boost outreach to overburdened communities and vulnerable populations by sharing the planning schedule, planning progress, and anticipated outreach opportunities.
- 9.7 Provide meeting spaces for up to four (4) public engagement meetings and coordinate CITY Council agenda inclusion of each of the CITY Council presentations.
- 9.8 Obtain approval from City Council for the CAO, Development Regulations Ordinance, and Comprehensive Plan.

TIME OF PERFORMANCE:

Throughout the Time of Performance of this Task Order, it remains governed by the terms outlined in the General Municipal Services Agreement entered into November 8, 2022.

HLA will begin developing the Growth Management Act Periodic Update upon receipt of this executed Task Order. The Periodic Update effort is anticipated to run through the term of the Commerce Grant contract (June 30, 2026). HLA will complete the final document within thirty (30) days following submittal to Commerce (Task 4.6).

FEE FOR SERVICES:

For services furnished by HLA as described in this Task Order, the CITY agrees to pay HLA the fees as set forth herein. The amounts listed below may be adjusted between phases, but the maximum amount shall not exceed \$125,000.00 without the written agreement of both parties.

1.0 Periodic Update Project Coordination

All work shall be performed on a time-spent basis at the normal hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses for the estimated fee of \$46,875.00.

2.0 Critical Areas Ordinance Update

All work shall be performed on a time-spent basis at the normal hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses for the estimated fee of \$25,000.00.

3.0 Development Regulations Update

All work shall be performed on a time-spent basis at the normal hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses for the estimated fee of \$25,000.00.

4.0 Comprehensive Plan Update

All work shall be performed on a time-spent basis at the normal hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses for the estimated fee of \$28,125.00.

5.0 Market Analysis

Fees associated with this task will be negotiated at the time of request for services by the CITY and included as an Amendment to this Task Order.

6.0 Research and Identify

Fees associated with this task will be negotiated at the time of request for services by the CITY and included as an Amendment to this Task Order.

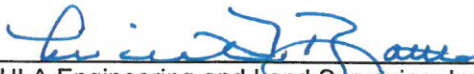
7.0 Evaluation of Trends and Opportunities

Fees associated with this task will be negotiated at the time of request for services by the CITY and included as an Amendment to this Task Order.

8.0 Additional Services

Additional work requested by the CITY that is not included in this Task Order shall be authorized by the CITY and agreed upon by HLA in writing prior to proceeding with services. HLA will perform additional services as directed/authorized by the CITY on a time-spent basis at the hourly billing rates included in our General Agreement, plus reimbursement for direct non-salary expenses such as vehicle mileage, out-of-town meals/lodging, advertising, and printing expenses. Outside subconsultant's invoices shall be marked up by a factor of 1.10 times the subconsultant invoice.

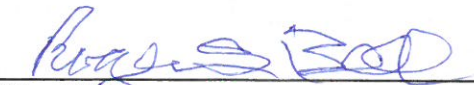
Proposed:



HLA Engineering and Land Surveying, Inc.
Michael T. Battle, PE, President

12/3/2024
Date

Approved:



City of Selah
Roger Bell, Mayor

12/10/2024
Date



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 12/10/2024
Agenda Number: 13B

Action Item

Title: Resolution Approving and Authorizing the Mayor to Execute a Technical Assistance Contract with the Yakima Valley Conference of Governments (YVCOG) for Calendar Year 2025

From: Rich Huebner, City Administrator

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: Not to exceed \$5,000. Actual costs will be set based on services that the City chooses to request.

Funding Source: 001 General Fund

Background/Findings/Facts: The City regularly maintains an annual contract with the Yakima Valley Conference of Governments (YVCOG) whereby YVCOG provides technical assistance to the City. City administration recommends executing a renewal contract that would be applicable during the year of 2025. A two-page Technical Assistance Contract has been drafted, a copy is attached to this AIS, and the terms are acceptable to City administration. Services within the scope of the contract would include assistance in the development of grant applications, review of development proposals, and other planning-related activities. Via this AIS, City administration seeks the City Council's approval and authorization for the Mayor to sign the two-page contract.

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: N/A **Action Taken:** N/A

RESOLUTION NO. 3175

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A
TECHINICAL SERVICES CONTRACT WITH THE YAKIMA VALLEY COUNCIL OF
GOVERNMENTS (YVCOG) FOR CALENDAR YEAR 2025

WHEREAS, the City desires to renew, for the calendar year 2025, its contractual relationship with the Yakima Valley Council of Governments (YVCOG) whereby YVCOG provides technical assistance services to the City (separate from and in addition to normal YVCOG activities); and

WHEREAS, YVCOG has established operations that are capable of continuing to provide such technical assistance services to the City; and

WHEREAS, YVCOG has drafted a two-page "Technical Assistance Contract", which includes in its paragraph 4 a maximum compensation amount of \$5,000; and

WHEREAS, the terms of the proposed contract are acceptable to City staff and City staff recommends the City Council authorize the Mayor to sign it; and

WHEREAS, the City Council finds good cause for the City to renew its contractual relationship with YVCOG for 2025;


NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON that the City Council does hereby approve and authorize the Mayor to execute the two-page Techinical Assistance Contract in the form appended hereto.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 10th day of December, 2024.



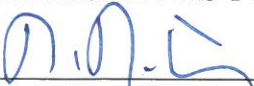
Roger Bell, Mayor

ATTEST:



Courtney McGarity, City Clerk

APPROVED AS TO FORM:



Rob Case, City Attorney

Organization Name: City of Selah
TECHNICAL ASSISTANCE CONTRACT NO.

THIS CONTRACT, entered into this (DATE) January 1, 2025, by and between the Yakima Valley Conference of Governments, a regional association having its territorial limits within Yakima County, State of Washington (hereinafter called the "Conference"), acting herein by, Conference Chair, James Restucci, acting hereunto duly authorized, City of Selah, a municipal corporation or organization, located within Yakima County, State of Washington (hereinafter called the "City" or "Organization"), acting herein by (Name of Mayor or E.D.) Roger Bell Executive Director or Mayor, hereunto duly authorized:

WITNESSETH THAT;

WHEREAS, the City or Organization has determined that a need exists to secure assistance in addition to normal Conference activities; and,

WHEREAS, the City or Organization is desirous of contracting with the Conference for certain technical planning assistance; and,

WHEREAS, the Conference possesses the technical planning staff with the necessary expertise to provide the required services;

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services. Services performed under this contract may consist of, but are not limited to, the following tasks. Upon mutual agreement by the City/Organization and the Conference of a detailed work program and time schedule, the Conference shall, in a satisfactory and proper manner, perform the following types of services:

1.1 Develop or assist in development of grant applications for community projects as requested by the Mayor or Executive Director;

1.2 Assist the City or Organization in the review of development proposals such as rezone and variance applications, State Environmental Policy Act (SEPA) reviews, planned unit developments and subdivisions as requested by the Mayor or Organization;

1.3 Assist the City Council and Planning Commission with any other activities mutually agreed upon by the City and the Conference.

1.4 Other Services - Choose One

Not Applicable

See Attached Additional Scope of Services

2. Time of Performance. The services provided by the Conference pursuant to this contract shall:

Commence on January 1, 2025 and shall end on December 31, 2025.

3. Access to Information. It is agreed that all information, data, reports, records and maps as are available and for the carrying out of the work outlined above, shall be furnished to the Conference by the City or Organization. No charge shall be made to the Conference for such information, and the Organization will cooperate with the Conference in every way possible to facilitate the performance of the work described in this contract.

4. Compensation and Method of Payment. The maximum amount of compensation and reimbursement to be paid by the City or Organization hereunder shall not exceed \$5,000 for all services required.

In addition, the City or Organization will provide, at no charge to the Conference, photocopy service and secretarial assistance in typing reports for submittal. The Conference shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the Social Security, Workmen's Compensation and Income Tax Laws for persons other than Organization employees performing services pursuant to this contract.

5. Invoicing. The Conference shall submit monthly billings to City of Selah for payment based upon work completed for City of Selah. Billing for work shall be based upon actual expenses incurred. If applicable, the detailed budget and work program attached will provide an estimate of those expenses. However, amounts may be shifted between various line items to cover costs incurred. The final invoice shall be submitted within 15 days after the ending date of the contract.

6. Termination.

6.1. Termination of Contract for Cause. If, through any cause, City of Selah or the Conference shall fail to fulfill in a timely and proper manner the obligations contained within this contract, the non-defaulting party shall, thereupon, have the right to terminate this contract by giving, at least fifteen (15) days before the effective date of such termination, written notice to the other of such termination specifying the effective date thereof.

6.2. Termination for Convenience. Either City of Selah or the Conference may effect termination of this contract upon thirty (30) days written notice by either party to the other party. If the contract is terminated, City of Selah will compensate the Conference for that portion of services extended unto City of Selah.

7. Modification. The terms of this contract may be changed or modified by mutual agreement of City of Selah and the Conference in the form of written amendments to this contract.


8. Contract for Continuation. City of Selah shall give notice of their intent to continue or discontinue the contractual agreement for the year 2025, at least thirty (30) days prior to the completion of this contract.

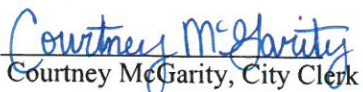
YAKIMA VALLEY CONFERENCE OF
GOVERNMENTS

BY: _____
Conference Chair

ATTEST: _____
Secretary

City of Selah
YAKIMA COUNTY

BY: 
Roger Bell, Mayor

ATTEST: 
Courtney McGarity, City Clerk



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 12/10/2024
Agenda Number: 13C

Action Item

Title: Resolution Authorizing the Mayor or Public Works Director to Execute a Scope and Budget Detail Change with Yakima County for the City’s Remaining American Rescue Plan Act (ARPA) funds

From: Rich Huebner, City Administrator

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: There will be no overall fiscal impact to the City. The City was previously awarded \$600,000 in APRA funds by the County, and the City has completed all of its originally-designated ARPA projects under budget. An updated Scope and Budget Detail will enable the City to complete additional ARPA projects, by using the remaining portion of the \$600,000. The City will need to issue direct payment for those additional projects, and then obtain reimbursement from the County. The net result will be that the City will not experience a fiscal impact.

Funding Source: 001 General Fund, for direct payment by the City; followed by full reimbursement from the County.

Background/Findings/Facts: On January 9, 2024, the City Council adopted Resolution No. 3075, which authorized the Mayor to sign “Agreement No. 38253” with Yakima County in conjunction with a Coronavirus State and Local Recovery Funds Award. Passage of that Resolution and execution of the associated Agreement enabled the City to receive \$600,000 in American Rescue Plan Act (ARPA) funds from Yakima County for certain improvements at various City parks.

The City worked to complete the originally-designated ARPA projects throughout calendar year 2024, and successfully did so with monies still remaining from the \$600,000. As local government agencies are required to allocate their ARPA funds by the conclusion of calendar year 2024, an updated Scope and Budget Detail is required in order for the City to utilize the remaining balance without suffering those monies being forfeited back to the County and, ultimately, the federal government. Public Works Director Rocky Wallace spoke to a representative of Yakima County on December 10, 2024, and that conversation necessitated the addition of this item after the publication of the Agenda packet last week.

With the remaining funds, the City anticipates installing shade structures at Volunteer Park. Further additional funds, if any, may be dedicated to either or both of a play structure at McGonagle Park and/or pavement repairs at Playland Park.

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

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

Date: **Action Taken:**

01/09/2024 Passage of Resolution No. 3075

RESOLUTION NO. 3176

RESOLUTION AUTHORIZING THE MAYOR OR PUBLIC WORKS DIRECTOR TO EXECUTE A SCOPE AND BUDGET DETAIL CHANGE WITH YAKIMA COUNTY FOR THE CITY'S REMAINING AMERICAN RESCUE PLAN ACT (ARPA) FUNDS

WHEREAS, on January 9, 2024, the City Council adopted Resolution No. 3075, which authorized the Mayor to sign "Agreement No. 38253" with Yakima County in conjunction with a Coronavirus State and Local Recovery Funds Award; and

WHEREAS, passage of that Resolution and execution of the above-referenced Agreement enabled the City to receive \$600,000 in American Rescue Plan Act (ARPA) funds from Yakima County for improvements at various City parks; and

WHEREAS, the City completed all originally-designated ARPA projects and monies are still remaining from the original \$600,000; and

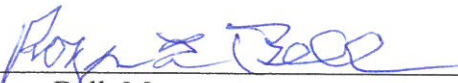
WHEREAS, an updated Scope and Budget Detail is required in order for the City to encumber/allocate the remaining funds by the December 31, 2024, which is the applicable ARPA deadline; and

WHEREAS, the City estimates that approximately \$100,000 remain from the initial award, and those monies would be forfeited back to Yakima County and, ultimately, the federal government if the City does not take action in order to encumber/allocate those monies by the end of 2024; and

WHEREAS, the City Council finds that good cause exists to execute an updated Scope and Budget Detail in order to retain the balance of the initial award and complete additional park improvements;

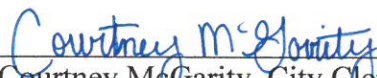
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON that the City Council does hereby authorize the Mayor or Public Works Director to execute an updated Scope and Budget Detail with Yakima County for the City's remaining ARPA funds.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 10th day of December, 2024.



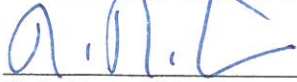
Roger Bell, Mayor

ATTEST:



Courtney McGarity, City Clerk

APPROVED AS TO FORM:

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

Rob Case, City Attorney



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 12/10/2024
Agenda Number: 14A

Action Item

Title: Ordinance Establishing the 2025 Base Salary and Wage Schedule for Unrepresented (a/k/a Non-Union) Positions

From: Rich Huebner, City Administrator

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: N/A

Funding Source: N/A

Background/Findings/Facts: At the conclusion of each calendar year, the City Council needs to establish – by adopting an Ordinance – the salary and wage base rate ranges that will apply for the City’s unrepresented (a/k/a non-union) positions during the following calendar year. The base rates for 2025 are the subject of this AIS and the corresponding proposed four-page Ordinance.

Monetarily, City management is proposing a five percent (5.00%) cost of living (COLA) adjustment for nearly all non-Fire Department positions. This five-percent COLA figure was previously discussed during the 2025 budget workshops. One exception is the position of Community Services Manager, for which City management is proposing a \$500.00 gross per month overall adjustment as a general raise, plus the COLA. With regard to the proposed Fire Department salaries, the amounts recited on the proposed Ordinance are consistent with the Council’s adoption of Resolution No. 3151 on September 24, 2024.

As stated above, the amounts recited on the proposed Ordinance are ranges. No employee may be paid in excess of the top of the range for his/her position, nor below the bottom of the range for his/her position. City management retains discretion to pay each employee within the applicable range.

The listed order of positions has also been modified. Specifically, the Community Development positions have been moved downward on the list (such that they appear on page 2 of the now-under-consideration proposed Ordinance, versus having appeared on page 1 of Ordinance Nos. 2218, 2221, 2222, 2233, and 2235) and those positions are now expressly recited as being part of the Public Works Department; the Public Works Director will be the supervising department head for those positions henceforth.

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

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

Date: N/A **Action Taken:** N/A

ORDINANCE NO. 2239

ORDINANCE ESTABLISHING THE 2025 BASE SALARY AND WAGE SCHEDULE FOR UNREPRESENTED (A/K/A NON-UNION) POSITIONS

WHEREAS, the City needs to establish the salary and wage schedule that will apply for the City's unrepresented (a/k/a non-union) positions during the calendar year of 2025;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Salary and Wage Rates for 2025. During the calendar year of 2025, the following respective monthly salary ranges and hourly wage ranges will apply for the City's unrepresented (a/k/a non-union) positions:

Full-Time Regular Employee Positions Established by SMC 1.10.031(f):

(all figures are gross)
(ranges are approx. 15% unless noted)
Monthly Salary:

Executive

Administration

	<u>minimum</u>	<u>maximum</u>
City Administrator	\$10,080	\$11,825
Finance Director	\$9,030	\$10,638
City Attorney	\$13,545	\$15,824
City Clerk	\$6,720	\$7,879
HR & Community Outreach Spec.	\$4,594	\$5,362
Payroll & Accts. Pyabl. Spclst.	\$4,594	\$5,362
Utility Billing Specialist	\$4,594	\$5,362
Court Clerk & Administrator	\$4,594	\$5,362

Community Services

Community Services Mngr.	\$5,355	\$6,260
Recr. Coord. – Youth Sports	\$4,594	\$5,362
Facility Coord. – Civic Center	\$4,594	\$5,362

Public Works

Administration & Utilities

Public Works Director	\$9,030	\$10,638
Public Works Utility Supervisor	\$7,875	\$9,262
Public Works Engineer Tech.	\$4,830	\$5,637
Public Works Admin. Asst.	\$4,594	\$5,362

Community Development

Community Dvlpmt. Superv.	\$7,875	\$9,262
Building & Code Inspector	\$5,250	\$6,240
Code Enfor. & Strwtr. Mgmt.	\$4,594	\$5,362
Plnng. & Bldg. Permit Spclst.	\$4,594	\$5,362

Wastewater Treatment Plant

WWTP. Supervisor	\$7,245	\$8,537
WWTP. Lab Tech IV	\$5,775	\$6,641
WWTP. Lab Tech III	\$5,565	\$6,528
WWTP. Operator IV	\$5,565	\$6,528
WWTP. Operator III	\$5,355	\$6,250
WWTP. Operator II	\$4,935	\$5,856
WWTP. Operator I	\$4,673	\$5,458
WWTP. Operator Trainee	\$4,305	\$5,061
WWTP. Mechanic	\$4,620	\$5,408

Police Department

Police Chief	\$10,462	\$12,216
Police Lieutenant	\$9,030	\$10,584

Fire Department

Fire Chief	\$11,211	\$13,190
Fire Dept. Admin. Asst.	\$4,593	\$5,362
	(step ranges of approx. 4%)	
Deputy Fire Chief - Step 3	\$10,536	\$10,936
Deputy Fire Chief - Step 2	\$10,135	\$10,536
Deputy Fire Chief - Step 1	\$9,856	\$10,135
Captain - Step 3	\$8,302	\$8,529
Captain - Step 2	\$8,074	\$8,302
Captain - Step 1	\$7,918	\$8,074
Lieutenant - Step 3	\$7,710	\$7,918
Lieutenant - Step 2	\$7,503	\$7,710
Lieutenant - Step 1	\$7,122	\$7,503
Firefighter - Step 3	\$6,551	\$7,122
Firefighter - Step 2	\$5,788	\$6,551
Firefighter - Step 1	\$5,543	\$5,788
Firefighter - Probationary	\$4,711	\$5,543

**Part-Time, Seasonal &
Temporary Positions:**

**(all figures are gross)
Hourly Rate:**

Office Assistant	\$18.46	\$21.54
PW Laborer II	\$19.57	\$22.61
PW Laborer I	\$16.66	\$19.30
Recr. Sports Supervisor	\$16.66	\$19.30
Recr. Programs: Sports Ref. III	\$16.66	\$18.08
Recr. Programs: Sports Ref. II	\$16.66	\$17.76
Recr. Programs: Sports Ref. I or Scorekeeper	\$16.66	\$17.64

The state-wide minimum wage during 2025 will be \$16.66 per hour. As allowed by state law, any referee or scorekeeper who is 14 or 15 years of age may be employed at an hourly rate that is 85% of the then-applicable minimum wage, which will equate to \$14.16 per hour during the calendar year of 2025.

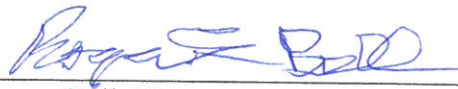
Section 2. Clarifications and Cross-References. The following clarifications and cross-references apply:

- a. Not every position recited above is presently occupied as of the date of this Ordinance and the City is not required to fill every position. As allowed by SMC 1.10.031(e), some positions recited above are nonexclusive positions, which means that multiple people may occupy those positions at the same time.
- b. As allowed by SMC 1.10.031(a) & (c), additional or different positions may be created at the discretion of the Mayor, and multiple positions may be combined at the discretion of the Mayor so long as the salary/wage rate paid to any person occupying a combined position does not exceed the maximum amount specified on this Ordinance for the highest-paid of the combined positions or a new amount specifically approved by the City Council.
- c. This Ordinance establishes a salary/wage range for each position. Whenever the City advertises an opening as to any position recited above, the full salary/wage range should be specified within the advertisement(s). Any new person hired into a fulltime position recited above should ordinarily begin at, or near, the minimum rate amount specified for that position. Thereafter, one or more periodic salary/wage increase(s) should occur when appropriate prior to the person then earning the maximum salary/wage for the fulltime position. When a person is promoted from a fulltime position to a higher fulltime position, the person may immediately be paid the maximum rate specified for the higher fulltime position at the discretion of the Mayor.
- d. This Ordinance only establishes base salary rates and base wage rates. By contrast, it does not establish, guarantee or restrict any fringe benefits (such as insurance coverage, vacation and leave accruals, and retirement accruals), any longevity pay accruals or any overtime or comp time accruals that might exist or apply.

- e. As reflected by its title and body, this Ordinance only pertains to unrepresented (a/k/a non-union) positions. Represented employees (a/k/a union members) will be paid the salaries/wages specified by the then-applicable Collective Bargaining Agreement (or other union contract) that governs their employment. As of the date of this Ordinance, most Police Department employees and many Public Works Department employees are represented employees (a/k/a union members).
- f. Ordinance No. 2216 and its successor ordinances (Nos. 2218, 2221, 2222, 2233, and 2235) were the applicable salary and wage ordinances for the year of 2024.

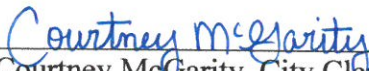
Section 3. Publishing and Effective Date. A summary of this Ordinance shall be published in the City's official newspaper, consistent with RCW 35A.12.120 and .160. This Ordinance shall take effect and be in full force five calendar days following publication.

PASSED AND ORDAINED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 10th day of December, 2024.



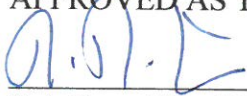
Roger Bell, Mayor

ATTEST:



Courtney McGarity, City Clerk

APPROVED AS TO FORM:



Rob Case, City Attorney



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 12/10/2024
Agenda Number: 14B

Action Item

Title: Ordinance Amending Selah Municipal Code Sections 8.70.020 and 8.70.025

From: Rich Huebner, City Administrator

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: There will be a minimal fiscal impact for the placement of updated signs.

Funding Source: 001 General Fund

Background/Findings/Facts: The Board President of the Selah Naches Food Bank approached the Mayor and City Administrator to request the ability for Food Bank volunteers to park on North Park Drive during their shifts. Currently the Food Bank has 40 dedicated parking stalls on their parcel. However, the Food Bank is receiving approximately 25 volunteers per shift and is serving up to 100 individuals/families per hour. The on-parcel spaces are not enough to handle the full parking needs.

North Park Drive was reviewed in person by the City Administrator, Public Works Director, and Fire Chief. The east side of North Park Drive was determined to be the best fit for street parking as it does not contain fire hydrants.

If the attached proposed Ordinance is adopted, it is anticipated that between 9 and 10 motor vehicles will be able to park on North Park Drive between East Goodlander and an area north of where the dedicated turn lane begins. Public Works staff will determine the distance needed north of the dedicated turn lane, and will place appropriate signage. It is acknowledged by City staff and the Food Bank Board President that the proposed Ordinance will not fully resolve the Food Bank's parking issues, but it will be helpful.

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

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

Date: N/A **Action Taken:** N/A

ORDINANCE NO. 2240

ORDINANCE AMENDING SELAH MUNICIPAL CODE SECTIONS 8.70.020 AND 8.70.025

WHEREAS, Selah Municipal Code (SMC) Chapter 8.70, labeled as Schedules of Designated Streets Referred to in Ordinance, was enacted in 1951 (via Ordinance No. 165) and its various subsections have been revised as needed; and

WHEREAS, the City Council finds that good cause exists to amend SMC 8.70.020(15) and, also, to amend SMC 8.70.025 through the addition of a new subsection (2);

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

Section 1. Amendment of SMC 8.70.020(15). That the presently-published version SMC 8.70.020(15), which together with the initial paragraph of section .020, reads as follows:

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

(15) North Park Drive and South Park Drive both sides, south of East Goodlander.

; shall be and hereby is amended such that henceforth subsection .020(15) shall read as follows:

(15) South Park Drive, both sides, and North Park Drive, entirety of west side and portions of east side, all south of East Goodlander.

Section 2. Amendment of SMC 8.70.025. That the presently-published version SMC 8.70.025, which in full reads as follows:

When signs are erected giving notice thereof, no person shall park a vehicle for a period of time longer than two hours between the hours of eight a.m. and six p.m. of any day except Sundays and public holidays upon any of the streets or parts of streets as follows:

(1) Naches Avenue, north and south sides, Wenas to Second Street.

; shall be and hereby is amended to henceforth include a new subsection .025(2) which shall read as follows:

(2) North Park Drive, east side between authorizing signs, south of East Goodlander.


Section 3. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining

portions of this Ordinance or its application to other persons or circumstances.

Section 4. Corrections. The City Attorney and the codifiers of the SMC are authorized – consistent with RCW 35.21.500 – to make any necessary or desirable clerical or formatting changes – including but not limited to correcting scrivener errors; changing formatting; eliminating bold, italic and underscore emphasis; changing numbering; and correcting references – when publishing or republishing the official text of any section(s), Chapter(s), title(s) or other portion(s) of the SMC due to any amendment, addition, alteration, change, impact or enactment effectuated by this Ordinance.


Section 5. Publishing & Effective Date. Consistent with RCW 35A.12.130 (3rd ¶) and .160 (1st and 2nd ¶¶), this Ordinance or a summary of it shall be published at least once in the City’s official newspaper prior to the Ordinance taking effect.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH,
WASHINGTON this 10th day of December, 2024.



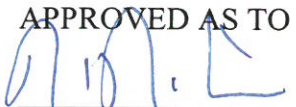
Roger Bell, Mayor

ATTEST:



Courtney McGarity, City Clerk

APPROVED AS TO FORM:



Rob Case, City Attorney