



SELAH CITY COUNCIL

Regular Meeting

April 8, 2025

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: April 8, 2025
5:30 p.m.: Regular Meeting

Mayor and Interim
City Administrator:
Mayor Pro Tempore
and Councilmember:
Councilmembers:

Roger Bell

Mike Costello

Jared Iverson
Elizabeth Marquis
Clifford Peterson
William Longmire
David Monaghan
Rob Case
Courtney McGarity

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

City Attorney:
City Clerk:

AGENDA

- 1) **Call to Order – Mayor Pro Tempore, Mike Costello**
- 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
 - Aaron Massong
- 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) **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 March 25, 2025 Council Meeting
- B. Kimberly Grimm * Approval of Claims & Payroll
- C. Jennifer Leslie * Minutes from February 18, 2025 & March 19, 2025 Planning Commission Meeting
- D. Rocky Wallace * Resolution Authorizing the Public Works Director to DocuSign an Agreement with the Washington State Department of Ecology, Pertaining to the City’s Wastewater Treatment Plant Improvement Project
- E. Rocky Wallace * Resolution Authorizing the Mayor to Sign a Six-Page Contract with Quail Electric, LLC, for the Well No. 6 and Zone 3 Booster Pump Station Generator Project
- F. Rocky Wallace * Resolution Authorizing the Mayor to Sign “Task Order No. 2025-03” with HLA Engineering and Land Surveying, Inc., for Professional Services Related to the City’s 3rd Street Improvements – Valleyview to Park Avenue Project

10) **General Business** – None

- A. New Business
- B. Old Business

11) **Resolutions** – None

12) **Ordinances** – None

13) **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

14) **Adjournment**

Next Regular Meeting: April 22, 2025

Next Study Session: May 13, 2025



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 4/8/2025

Agenda Number: 9A

Action Item

Title: Approval of Meeting Minutes from March 25, 2025 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
March 25, 2025

Call to Order

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

Roll Call

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

Councilmembers Absent: Elizabeth Marquis

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

Pledge of Allegiance was said by all in attendance

Invocation

Aaron Crumrine of Selah Covenant Church provided prayer.

Announcement of Changes

Addition of Annual Update from YVCOG with Christine Wickenhagen to follow agenda item 9

Pre-Arranged Oral Comments from the Public

- Pattie Graffe – Provided updates from Selah Downtown Association

Proclamations/Announcements

- Proclamation by the Mayor of Selah Regarding Selah Youth Services Awareness
- Community Pride Awards – Selah High School Boys and Girls Basketball Teams

Presentation

- Christina Wickenhagen - YVCOG

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 March 11, 2025 Council Meeting
- B. Kimberly Grimm * Approval of Claims & Payroll
- C. Chief Soptich * Resolution Authorizing the Police Department to Purchase Two Vehicles
- D. Chief Lange * Resolution Declaring One 1999 Ford F-350 4x4 Pickup Truck as Surplus, and Authorizing its Disposition and Sale

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

Public Hearings

- A. Steve Zetz Closed-Record Public Hearing Regarding Eagle Ridge Preliminary Plat Phase 2a, 2, 3 and 4, and Potential Approval of the Plat Subject to Findings and Conditions

Councilmember Monaghan recused himself. No comments were received.

Resolutions

- A. Steve Zetz Resolution Approving the Eagle Ridge Preliminary Plat Phase 2a, 2, 3 and 4, and Adopting the Planning Commission's Findings and Conditions of Approval

Councilmember Monaghan recused himself. Councilmember Costello moved to approve the Resolution. Councilmember Peterson seconded. Following a roll call vote by Courtney McGarity, Councilmember Longmire is opposed; Councilmembers Iverson, Peterson, Wickenhagen, and Costello are in favor. The motion is passed.

Staff Reports/Announcements

The following staff members provided a department report:

- Police Chief, Dustin Soptich
- Zack Schab, Recreation + Tourism Manager
- Steve Zetz, Community Development Supervisor
- Rocky Wallace, Public Works Director
- Kimberly Grimm, Finance Director

Councilmember Reports

- Councilmember Longmire – Attended SPRSA meeting on 3/17; a new Assistant Aquatic Director was chosen; Pool Clean Up Day is scheduled for 5/3
- Councilmember Iverson – Attending Selah Chamber of Commerce meeting on 3/26; attending Yakima Basin Fish and Wildlife Recovery Board meeting on 3/26
- Councilmember Peterson – SPRSA is currently hiring staff for the upcoming season
- Councilmember Wickenhagen – Official announcement of resignation as City of Selah Councilmember following this meeting
- Councilmember Costello – Attended the Yakima Valley Emergency Management Meeting and discussed an upcoming mass casualty training; attended the Yakima Valley Leadership Meeting; attended the Finance Committee Meeting; toured the Yakima Valley School in Selah in the midst of potential shutdown; SOZO Sports of Central Washington has been chosen as a fan zone location for the FIFA World Cup 2026
- Councilmember Monaghan – Attending a Veteran Appreciation event at Sarge Hubbard Park on 3/29

City Attorney Report

No report.

Mayor Pro Tempore

Councilmember Wickenhagen made a motion to nominate Councilmember Costello as Mayor Pro Tempore, seconded by Councilmember Iverson. Mayor Bell asked Council for discussion. Hearing none, Mayor Bell requested a voice vote to approve the motion. All are in favor; motion carries by voice vote.

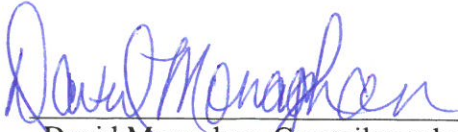
Mayor's Report

The Annual City Council Workshop is scheduled for 3/28 at 9am-4pm and will be held at the Selah School District Administrative Building; Yakima IT announced that as of 10/1/25 there are a number of City of Selah staff computers which will no longer be supported due to age and insufficient ability to continue with updated software, which has launched an employee wide effort to gather data and create a plan to accommodate these upcoming changes.

Adjournment

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

Meeting ended at 7:41 p.m.



David Monaghan, Councilmember

ABSENT

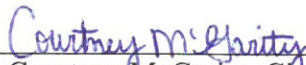
Elizabeth Marquis, Councilmember

RESIGNED

Kevin Wickenhagen, Councilmember

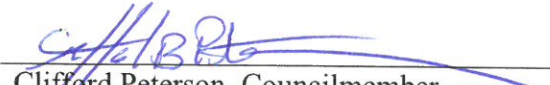
Jared Iverson, Councilmember

ATTEST:

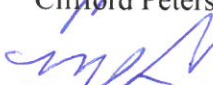


Courtney McGarity, City Clerk

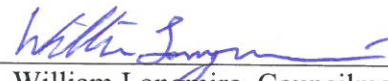
Roger Bell, Mayor



Clifford Peterson, Councilmember



Michael Costello, Councilmember



William Longmire, Councilmember



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 4/8/2025

Agenda Number: 9B

Action Item

Title: Approval of Claims and Payroll

From: Kimberly Grimm, City Clerk/Treasurer

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: See attached payroll and claims directories

Funding Source: N/A

Background/Findings/Facts: N/A

Recommended Motion: I move to approve the Consent Agenda in the form presented (This item is part of the consent agenda).

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

Date: **Action Taken: None**

CHECK REGISTER

City Of Selah

Time: 14:40:10 Date: 04/03/2025

04/04/2025 To: 04/07/2025

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2062	04/07/2025	Payroll	1	EFT		909.53	Mar 1-31 2025 Pay Period
2063	04/07/2025	Payroll	1	EFT		220.42	Mar 1-31 2025 Pay Period
2064	04/07/2025	Payroll	1	EFT		295.42	Mar 1-31 2025 Pay Period
2066	04/07/2025	Payroll	1	EFT		295.42	Mar 1-31 2025 Pay Period
2067	04/07/2025	Payroll	1	EFT		295.42	Mar 1-31 2025 Pay Period
2068	04/07/2025	Payroll	1	EFT		295.42	Mar 1-31 2025 Pay Period
2070	04/07/2025	Payroll	1	EFT		2,113.22	Mar 16-31 2025 Pay Period
2071	04/07/2025	Payroll	1	EFT		2,015.62	Mar 16-31 2025 Pay Period
2072	04/07/2025	Payroll	1	EFT		2,245.42	Mar 16-31 2025 Pay Period
2073	04/07/2025	Payroll	1	EFT		2,057.28	Mar 16-31 2025 Pay Period
2074	04/07/2025	Payroll	1	EFT		3,291.43	Mar 16-31 2025 Pay Period
2075	04/07/2025	Payroll	1	EFT		2,000.23	Mar 16-31 2025 Pay Period
2076	04/07/2025	Payroll	1	EFT		2,145.73	Mar 16-31 2025 Pay Period
2077	04/07/2025	Payroll	1	EFT		2,455.21	Mar 16-31 2025 Pay Period
2078	04/07/2025	Payroll	1	EFT		1,798.42	Mar 16-31 2025 Pay Period
2079	04/07/2025	Payroll	1	EFT		2,101.60	Mar 16-31 2025 Pay Period
2080	04/07/2025	Payroll	1	EFT		4,443.15	Mar 16-31 2025 Pay Period
2081	04/07/2025	Payroll	1	EFT		2,089.84	Mar 16-31 2025 Pay Period
2082	04/07/2025	Payroll	1	EFT		2,694.03	Mar 16-31 2025 Pay Period
2083	04/07/2025	Payroll	1	EFT		2,093.95	Mar 16-31 2025 Pay Period
2084	04/07/2025	Payroll	1	EFT		2,738.12	Mar 16-31 2025 Pay Period
2085	04/07/2025	Payroll	1	EFT		2,080.93	Mar 16-31 2025 Pay Period
2086	04/07/2025	Payroll	1	EFT		1,951.60	Mar 16-31 2025 Pay Period
2087	04/07/2025	Payroll	1	EFT		44.86	Mar 16-31 2025 Pay Period
2089	04/07/2025	Payroll	1	EFT		1,367.50	Mar 16-31 2025 Pay Period
2090	04/07/2025	Payroll	1	EFT		2,535.09	Mar 16-31 2025 Pay Period
2091	04/07/2025	Payroll	1	EFT		2,221.16	Mar 16-31 2025 Pay Period
2092	04/07/2025	Payroll	1	EFT		2,033.44	Mar 16-31 2025 Pay Period
2093	04/07/2025	Payroll	1	EFT		3,618.88	Mar 16-31 2025 Pay Period
2094	04/07/2025	Payroll	1	EFT		3,007.35	Mar 16-31 2025 Pay Period
2096	04/07/2025	Payroll	1	EFT		2,112.73	Mar 16-31 2025 Pay Period
2097	04/07/2025	Payroll	1	EFT		193.98	Mar 16-31 2025 Pay Period
2098	04/07/2025	Payroll	1	EFT		3,849.20	Mar 16-31 2025 Pay Period
2099	04/07/2025	Payroll	1	EFT		1,949.33	Mar 16-31 2025 Pay Period
2100	04/07/2025	Payroll	1	EFT		1,837.04	Mar 16-31 2025 Pay Period
2101	04/07/2025	Payroll	1	EFT		2,046.61	Mar 16-31 2025 Pay Period
2102	04/07/2025	Payroll	1	EFT		2,846.80	Mar 16-31 2025 Pay Period
2104	04/07/2025	Payroll	1	EFT		2,276.72	Mar 16-31 2025 Pay Period
2105	04/07/2025	Payroll	1	EFT		265.79	Mar 16-31 2025 Pay Period
2106	04/07/2025	Payroll	1	EFT		1,930.40	Mar 16-31 2025 Pay Period
2108	04/07/2025	Payroll	1	EFT		1,318.44	Mar 16-31 2025 Pay Period
2109	04/07/2025	Payroll	1	EFT		1,904.41	Mar 16-31 2025 Pay Period
2110	04/07/2025	Payroll	1	EFT		3,443.37	Mar 16-31 2025 Pay Period
2111	04/07/2025	Payroll	1	EFT		2,348.62	Mar 16-31 2025 Pay Period
2112	04/07/2025	Payroll	1	EFT		2,206.99	Mar 16-31 2025 Pay Period
2113	04/07/2025	Payroll	1	EFT		246.72	Mar 16-31 2025 Pay Period
2115	04/07/2025	Payroll	1	EFT		3,885.16	Mar 16-31 2025 Pay Period
2116	04/07/2025	Payroll	1	EFT		3,028.70	Mar 16-31 2025 Pay Period
2117	04/07/2025	Payroll	1	EFT		2,002.56	Mar 16-31 2025 Pay Period
2118	04/07/2025	Payroll	1	EFT		254.20	Mar 16-31 2025 Pay Period
2119	04/07/2025	Payroll	1	EFT		2,069.99	Mar 16-31 2025 Pay Period
2120	04/07/2025	Payroll	1	EFT		3,438.97	Mar 16-31 2025 Pay Period
2121	04/07/2025	Payroll	1	EFT		2,832.25	Mar 16-31 2025 Pay Period
2122	04/07/2025	Payroll	1	EFT		2,778.74	Mar 16-31 2025 Pay Period
2123	04/07/2025	Payroll	1	EFT		2,014.83	Mar 16-31 2025 Pay Period
2124	04/07/2025	Payroll	1	EFT		101.02	Mar 16-31 2025 Pay Period
2125	04/07/2025	Payroll	1	EFT		3,036.27	Mar 16-31 2025 Pay Period
2126	04/07/2025	Payroll	1	EFT		3,186.89	Mar 16-31 2025 Pay Period
2127	04/07/2025	Payroll	1	EFT		2,571.73	Mar 16-31 2025 Pay Period
2129	04/07/2025	Payroll	1	EFT		239.23	Mar 16-31 2025 Pay Period

CHECK REGISTER

City Of Selah

Time: 14:40:10 Date: 04/03/2025

04/04/2025 To: 04/07/2025

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2130	04/07/2025	Payroll	1	EFT		2,052.38	Mar 16-31 2025 Pay Period
2131	04/07/2025	Payroll	1	EFT		2,536.79	Mar 16-31 2025 Pay Period
2132	04/07/2025	Payroll	1	EFT		2,927.56	Mar 16-31 2025 Pay Period
2133	04/07/2025	Payroll	1	EFT		1,972.51	Mar 16-31 2025 Pay Period
2134	04/07/2025	Payroll	1	EFT		2,559.60	Mar 16-31 2025 Pay Period
2135	04/07/2025	Payroll	1	EFT		2,129.17	Mar 16-31 2025 Pay Period
2136	04/07/2025	Payroll	1	EFT		2,903.89	Mar 16-31 2025 Pay Period
2137	04/07/2025	Payroll	1	EFT		2,571.08	Mar 16-31 2025 Pay Period
2138	04/07/2025	Payroll	1	EFT		2,548.40	Mar 16-31 2025 Pay Period
2139	04/07/2025	Payroll	1	EFT		4,220.01	Mar 16-31 2025 Pay Period
2140	04/07/2025	Payroll	1	EFT		2,101.93	Mar 16-31 2025 Pay Period
2141	04/07/2025	Payroll	1	EFT		2,830.98	Mar 16-31 2025 Pay Period
2142	04/07/2025	Payroll	1	EFT		2,116.97	Mar 16-31 2025 Pay Period
2143	04/07/2025	Payroll	1	EFT		2,448.38	Mar 16-31 2025 Pay Period
2144	04/07/2025	Payroll	1	EFT		1,974.77	Mar 16-31 2025 Pay Period
2145	04/07/2025	Payroll	1	EFT		217.20	Mar 16-31 2025 Pay Period
2146	04/07/2025	Payroll	1	EFT		3,648.89	Mar 16-31 2025 Pay Period
2147	04/07/2025	Payroll	1	EFT		1,374.75	Mar 16-31 2025 Pay Period
2148	04/07/2025	Payroll	1	EFT		3,177.21	Mar 16-31 2025 Pay Period
2150	04/07/2025	Payroll	1	EFT		2,851.36	Mar 16-31 2025 Pay Period
2151	04/07/2025	Payroll	1	EFT		2,828.62	Mar 16-31 2025 Pay Period
2152	04/07/2025	Payroll	1	EFT		3,032.72	Mar 16-31 2025 Pay Period
2061	04/04/2025	Payroll	1	86670		49,446.47	Payout
2065	04/07/2025	Payroll	1	86671		295.42	Mar 1-31 2025 Pay Period
2069	04/07/2025	Payroll	1	86672		295.42	Mar 1-31 2025 Pay Period
2088	04/07/2025	Payroll	1	86673		47.87	Mar 16-31 2025 Pay Period
2095	04/07/2025	Payroll	1	86674		44.86	Mar 16-31 2025 Pay Period
2103	04/07/2025	Payroll	1	86675		48.74	Mar 16-31 2025 Pay Period
2107	04/07/2025	Payroll	1	86676		619.02	Mar 16-31 2025 Pay Period
2114	04/07/2025	Payroll	1	86677		59.80	Mar 16-31 2025 Pay Period
2128	04/07/2025	Payroll	1	86678		246.72	Mar 16-31 2025 Pay Period
2149	04/07/2025	Payroll	1	86679		239.23	Mar 16-31 2025 Pay Period
001 General Fund						57,827.87	
103 Fire Control						50,840.31	
110 City Street						11,638.93	
111 Street Improvement						1,063.88	
118 Civic Center						3,636.12	
119 Transit						12,938.96	
121 Tourism						313.00	
411 Water						30,928.36	
415 Sewer						42,517.46	
420 Solid Waste						14,337.21	

226,042.10 Payroll: 226,042.10

CHECK REGISTER

City Of Selah

Time: 14:40:10 Date: 04/03/2025

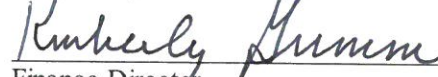
04/04/2025 To: 04/07/2025

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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.


Payroll Specialist


Finance Director

Subscribed this _____ day of _____, _____

The following voucher/checks are approved for payment:

Voucher/check number _____ through _____ Total \$ _____

ACCOUNTS PAYABLE

City Of Selah

As Of: 04/08/2025

Time: 14:17:42 Date: 04/03/2025

Page: 1

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
3735	04/03/2025	04/08/2025 1597	ABC Fire Control, Inc.	330.32	Invoice #238899
3686	04/02/2025	04/08/2025 1606	Abadan	58.51	Invoice #AR310299
3743	04/03/2025	04/08/2025 1606	Abadan	140.50	Invoice #AR310301
3744	04/03/2025	04/08/2025 3044	All American Propane	278.12	Invoice #1516974421
3677	04/01/2025	04/08/2025 1627	Amazon Capital Services	532.89	Invoice #1KYN-DPQY-4GC9
3678	04/01/2025	04/08/2025 1627	Amazon Capital Services	89.31	Invoice #11YM-CLLK-MFL6
3679	04/01/2025	04/08/2025 1627	Amazon Capital Services	602.70	Invoice #1199-LVXN-QRHW
3745	04/03/2025	04/08/2025 1627	Amazon Capital Services	606.44	Invoice #1TGH-GWFJ-97NH
3746	04/03/2025	04/08/2025 1627	Amazon Capital Services	733.19	Invoice #11KG-RQPL-DGJL
3726	04/02/2025	04/08/2025 3182	Anderson, Samuel	12.08	Trial 3282025
3725	04/02/2025	04/08/2025 3181	Anstey, Helen	12.01	Trial 3282025
3747	04/03/2025	04/08/2025 1655	BNSF Railway Company	200.00	Invoice #25003548
3662	03/27/2025	04/08/2025 1663	Basin Disposal Of Yakima, LLC	91,533.54	Invoice #5556215
3687	04/02/2025	04/08/2025 2399	Braun Northwest, Inc.	248.64	Invoice #40062
3713	04/02/2025	04/08/2025 3169	Buehler, Dustin	10.70	Trial 3282025
3680	04/01/2025	04/08/2025 1719	Central Pre-Mix Concrete CO	131.48	Invoice #3915946
3689	04/02/2025	04/08/2025 1724	Centurylink - FD	177.60	Invoice #333827572 325
3694	04/02/2025	04/08/2025 1727	Charter Communications	64.99	176781801032125 Detective Internet
3700	04/02/2025	04/08/2025 1727	Charter Communications	51.93	Invoice #176781401032125
3690	04/02/2025	04/08/2025 1734	Christensen, Inc.	917.93	Invoice #0683694-IN
3673	04/01/2025	04/08/2025 1742	City of Selah, Utilities	199.35	Invoice #10120 325
3691	04/02/2025	04/08/2025 1742	City of Selah, Utilities	213.49	Invoice #23350 325
3732	04/02/2025	04/08/2025 1742	City of Selah, Utilities	165.92	27430 PD Water Bill
3736	04/03/2025	04/08/2025 1742	City of Selah, Utilities	862.30	Invoice 327540 32025
3748	04/03/2025	04/08/2025 1742	City of Selah, Utilities	16,938.97	Invoice #PW Utilities March 2025
3733	04/02/2025	04/08/2025 1744	City of Yakima	4,000.00	Invoice #2081397
3816	04/03/2025	04/08/2025 1744	City of Yakima	25,302.96	Invoice #2081398
3749	04/03/2025	04/08/2025 1750	Commercial Tire	776.81	Invoice #34-190662
3724	04/02/2025	04/08/2025 3180	Cooper, Candice	13.01	Trial 3282025
3750	04/03/2025	04/08/2025 1754	Copiers Northwest, Inc.	251.98	Invoice #INV2977057
3709	04/02/2025	04/08/2025 3165	Covell, Suki	10.70	Trial 3282025
3718	04/02/2025	04/08/2025 3174	Crenshaw, Darwin	14.20	Trial 3282025
3751	04/03/2025	04/08/2025 1763	Culligan Yakima	65.25	Invoice #1862866, 1898145
3681	04/01/2025	04/08/2025 1767	D-Fence Fencing Company	1,964.41	Invoice #1372
3664	03/27/2025	04/08/2025 1777	Daniel Polage	9,000.00	Invoice #32025
3663	03/27/2025	04/08/2025 2654	Databar	936.41	Invoice #270431, 270520
3730	04/02/2025	04/08/2025 2654	Databar	60.65	Invoice #270600
3668	03/27/2025	04/08/2025 1793	Department of Labor and Industries-Boiler Section	413.40	Invoice #386373
3729	04/02/2025	04/08/2025 3185	Doan, Mychi	150.00	Invoice #412025
3704	04/02/2025	04/08/2025 3161	Dubinetsky, Rachel	11.40	Trial Date 3282025

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
3716	04/02/2025	04/08/2025 3172	Eaton, Cassidy	11.00	Trial 3282025
3721	04/02/2025	04/08/2025 3177	Ellis, James	14.90	Trial 3282025
3708	04/02/2025	04/08/2025 3164	Falcon, Leopoldo	11.00	Trial 3282025
3727	04/02/2025	04/08/2025 3183	Freeburg, Morgan	10.70	Trial 3282025
3682	04/01/2025	04/08/2025 1868	General Pacific, Inc.	2,928.43	Invoice #1514077
3722	04/02/2025	04/08/2025 3178	Graf, Karl	12.80	Trial 3282025
3752	04/03/2025	04/08/2025 1890	Harris Office Equipment Inc	616.18	Invoice #17630
3683	04/01/2025	04/08/2025 1895	Helms Hardware Company	88.65	Invoice #843859
3692	04/02/2025	04/08/2025 1895	Helms Hardware Company	30.36	Invoice #844206
3737	04/03/2025	04/08/2025 1895	Helms Hardware Company	203.83	Invoice #843909, 844122, 844394, 844431, 844765
3753	04/03/2025	04/08/2025 1895	Helms Hardware Company	16.23	Invoice #843715
3754	04/03/2025	04/08/2025 1895	Helms Hardware Company	12.66	Invoice #843730
3755	04/03/2025	04/08/2025 1895	Helms Hardware Company	20.75	Invoice #843761
3756	04/03/2025	04/08/2025 1895	Helms Hardware Company	10.02	Invoice #843777
3757	04/03/2025	04/08/2025 1895	Helms Hardware Company	64.25	Invoice #843808
3758	04/03/2025	04/08/2025 1895	Helms Hardware Company	12.99	Invoice #843920
3759	04/03/2025	04/08/2025 1895	Helms Hardware Company	25.87	Invoice #843928
3760	04/03/2025	04/08/2025 1895	Helms Hardware Company	163.29	Invoice #843949
3761	04/03/2025	04/08/2025 1895	Helms Hardware Company	200.94	Invoice #843972
3762	04/03/2025	04/08/2025 1895	Helms Hardware Company	65.92	Invoice #843992
3763	04/03/2025	04/08/2025 1895	Helms Hardware Company	28.24	Invoice #844089
3764	04/03/2025	04/08/2025 1895	Helms Hardware Company	25.30	Invoice #844260
3765	04/03/2025	04/08/2025 1895	Helms Hardware Company	24.55	Invoice #844287
3766	04/03/2025	04/08/2025 1895	Helms Hardware Company	44.68	Invoice #844288
3767	04/03/2025	04/08/2025 1895	Helms Hardware Company	15.17	Invoice #844335
3768	04/03/2025	04/08/2025 1895	Helms Hardware Company	51.96	Invoice #844350
3769	04/03/2025	04/08/2025 1895	Helms Hardware Company	44.48	Invoice #844353
3770	04/03/2025	04/08/2025 1895	Helms Hardware Company	18.40	Invoice #844366
3771	04/03/2025	04/08/2025 1895	Helms Hardware Company	120.97	Invoice #844385
3772	04/03/2025	04/08/2025 1895	Helms Hardware Company	150.57	Invoice #844390
3773	04/03/2025	04/08/2025 1895	Helms Hardware Company	44.74	Invoice #844392
3774	04/03/2025	04/08/2025 1895	Helms Hardware Company	29.14	Invoice #844459
3775	04/03/2025	04/08/2025 1895	Helms Hardware Company	0.32	Invoice #844544
3776	04/03/2025	04/08/2025 1895	Helms Hardware Company	113.62	Invoice #844580
3777	04/03/2025	04/08/2025 1895	Helms Hardware Company	11.08	Invoice #844581
3778	04/03/2025	04/08/2025 1895	Helms Hardware Company	32.48	Invoice #844602
3706	04/02/2025	04/08/2025 3163	Hunter, Cynthia	11.00	Trial 3282025
3779	04/03/2025	04/08/2025 1901	Independent Water Service, Inc.	81.23	Invoice #R2504004
3693	04/02/2025	04/08/2025 1902	Indoor Air Solutions	647.01	Invoice #22595
3695	04/02/2025	04/08/2025 1916	J & B Medical Supply Inc	31.28	Invoice #3064775

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
3712	04/02/2025	04/08/2025	3168 Jaklitsch, Lyndzee	17.00	Trial 3282025
3741	04/03/2025	04/08/2025	1933 Jerry's Pest Service, LLC	158.12	Invoice #10670, 10943
3780	04/03/2025	04/08/2025	1962 Kelley's Tele-Communications	153.10	Invoice #1010612804012025
3781	04/03/2025	04/08/2025	1989 Les Schwab Tires	1,442.05	Invoice #41800637621
3717	04/02/2025	04/08/2025	3173 Liggett, Herbert	13.50	Trial 3282025
3734	04/02/2025	04/08/2025	2639 Lightcurve	278.90	100237848 PD Phone Bill
3696	04/02/2025	04/08/2025	2001 MES Service Company LLC	529.56	Invoice #IN2222316
3815	04/03/2025	04/08/2025	2008 Margita A. Dornay, Attorney at Law	8,600.00	Invoice #44
3714	04/02/2025	04/08/2025	3170 McDowell, Susan	10.70	Trial 3282025
3671	03/31/2025	04/08/2025	2637 McGarity, Courtney L	64.43	Invoice #32025
3814	04/03/2025	04/08/2025	2017 Medstar Cabulance, Inc.	12,631.81	Invoice #ST 16-31 Mar 2025
3728	04/02/2025	04/08/2025	3184 Mendez, Paulina	12.10	Trial 3282025
3707	04/02/2025	04/08/2025	3160 Mowery Tactical Concepts, LLC	875.00	Invoice 6-2025 LE Training
3674	04/01/2025	04/08/2025	2055 ODP Business Solutions, LLC	154.84	Invoice #411415990001
3698	04/02/2025	04/08/2025	2055 ODP Business Solutions, LLC	258.66	417367782001, 417367965001, 417367966001
3672	03/31/2025	04/08/2025	2061 Operation Omni Janitorial Service	5,820.98	Invoice #328887
3782	04/03/2025	04/08/2025	2064 Owen Equipment Company	237.10	Invoice #00131022
3783	04/03/2025	04/08/2025	2080 Pape Machinery	64.16	Invoice #15967874, 15971672
3784	04/03/2025	04/08/2025	2080 Pape Machinery	223.82	Invoice #15968032
3661	03/26/2025	04/08/2025	681401 Parks, Randall	30.00	68140 - 910 WSIXTH
3740	04/03/2025	04/08/2025	2468 Paul's Air f/x, Ltd	698.54	Invoice #36862161
3715	04/02/2025	04/08/2025	3171 Petrea, Barbara	11.40	Trial 3282025
3785	04/03/2025	04/08/2025	3045 ProtectEar USA, LLC	1,090.03	Invoice #734955
3739	04/03/2025	04/08/2025	2110 Protime Sports, Inc.	8,744.26	Invoice #390132, 390133, 390134
3723	04/02/2025	04/08/2025	3179 Purdy, Carrie	12.45	Trial 3282025
3738	04/03/2025	04/08/2025	2135 Ricoh USA, Inc.	57.75	Invoice #5071130090
3719	04/02/2025	04/08/2025	3175 Rison, Lindsey	13.50	Trial 3282025
3665	03/27/2025	04/08/2025	2138 Robert R. Northcott	300.00	Invoice #32525
3813	04/03/2025	04/08/2025	2138 Robert R. Northcott	300.00	Invoice #32025
3710	04/02/2025	04/08/2025	3166 Rodriguez, Jesus	10.70	Trial 3282025
3688	04/02/2025	04/08/2025	2163 Securitas Technology Corporation	320.71	6004902157, 6004902156 Elevator Alarm
3699	04/02/2025	04/08/2025	2181 Senske Services, LB 1246	69.85	Invoice #16038725
3720	04/02/2025	04/08/2025	3176 Stevens, Sharon	18.40	Trial 3282025
3786	04/03/2025	04/08/2025	2216 Stoneway Electric Company, LB 1506	121.51	Invoice #S104585517.001
3711	04/02/2025	04/08/2025	3167 Thompson, Aaron	10.70	Trial 3282025
3731	04/02/2025	04/08/2025	3094 Tree Top Store	162.45	Invoice #225
3701	04/02/2025	04/08/2025	3007 Uline	1,816.86	Invoice #190298742, 190358837, 190476186, 190470307
3742	04/03/2025	04/08/2025	2612 VFS Excavating LLC	288.24	App #HMR-2025-0001
3787	04/03/2025	04/08/2025	2268 Valley Septic Services LLC	435.00	Invoice #227894

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Accts

Pay #	Received	Date Due	Vendor	Amount	Memo
3666	03/27/2025	04/08/2025 2271	Verizon Wireless	549.12	Invoice #6107824317
3684	04/02/2025	04/08/2025 2271	Verizon Wireless	920.31	6107821038 MDT Modems
3685	04/02/2025	04/08/2025 2271	Verizon Wireless	892.04	6107824318 PD Cell Phones
3702	04/02/2025	04/08/2025 2271	Verizon Wireless	384.70	Invoice #6107843467
3676	04/01/2025	04/08/2025 2537	WA State Treasurer	12,605.39	Invoice #Mar-25
3669	03/27/2025	04/08/2025 2305	Washington State Department of Licensing	327.00	Invoice #SLP001842-1861
3788	04/03/2025	04/08/2025 2308	Washington State Department of Transportation - Ya	299.67	Invoice #RE 45 JE5007 L307
3697	04/02/2025	04/08/2025 2311	Washington State Patrol	84.00	Invoice I2505554 Background Checks
3705	04/02/2025	04/08/2025 3162	Weiland, Sarah	11.00	Trial 3282025
3667	03/27/2025	04/08/2025 2332	William Ervin	59.00	Invoice #50458-0579-30
3812	04/03/2025	04/08/2025 2339	Yakima Cooperative Association	3,873.44	Invoice #157825
3703	04/02/2025	04/08/2025 2345	Yakima County Department of Emergency Me	674.35	Invoice #S2025-002
3675	04/01/2025	04/08/2025 2354	Yakima County Prosecutor's	180.50	Invoice #32025
3811	04/03/2025	04/08/2025 2378	Yakima Worker Care	155.00	Invoice #48642

Report Total: 231,204.78

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 Grunm
Finance Director

Subscribed this _____ day of _____, _____

The following voucher/checks are approved for payment:

Voucher/check number _____ through _____ Total \$ _____



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 4/8/2024

Agenda Number: 9C

Informational Item

Title: Minutes from February 18, 2025 & March 19, 2025 Planning Commission Meeting

From: Jennifer Leslie, Public Works Admin Assistant

Action Requested: Informational - No Action Needed

Staff Recommendation: N/A

Board/Commission Recommendation: N/A

Fiscal Impact: N/A

Funding Source: N/A

Background/Findings/Facts: N/A

Recommended Motion: N/A

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

Action Taken: None

City of Selah
Planning Commission Minutes
February 18, 2025

A. Call to Order

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

B. Roll Call

Members Present: Chairman Smith, Vice Chair Apodaca (arrived at 5:32pm),
Commissioners: Elliott and Graf.
Members Absent: Open Position.
Staff Present: Steve Zetz, City Planner.
Guest: Joseph Calhoun, HLA.

C. Agenda Changes

D. Communications

1. Oral - None
2. Written - None

E. Approval of Minutes

1. Approval of minutes from January 21, 2025

Chairman Smith asks for a motion to approve the minutes from the January 21, 2025 meeting.

Commissioner Elliott makes a motion.

Commissioner Graf seconds.

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

F. Public Hearings

Open Public Hearing for Selah Vista Phase 2, 3, and 4 Preliminary Plat (PLP-2024-001)

Chairman Smith opens the Public Hearing.

Mr. Zetz reads the Quasi-Judicial Statement and Appearance of Fairness.

No conflicts are identified.

Mr. Zetz presents the Staff Report for Selah Vista Phase 2, 3, and 4 Preliminary Plat.

Leanne Liddicoat, Partner of Selah Vista, introduces herself and shares her appreciation for the Planning Commission reviewing their Preliminary Plat.

Mrs. Liddicoat addresses the public members written concern regarding the stormwater swale. Civil Plans are being finished and will be turned in for approval.

Chairman Smith closes the Public Hearing.

Discussion takes place.

Chairman Smith makes a motion to approve and move the Planning Commission Findings as written to the City Council.

Commissioner Elliott seconds.

The Planning Commission Findings are approved to move to the City Council for Selah Vista Phase 2, 3, and 4 Preliminary Plat with a voice vote of 4-0.

Mr. Zetz asks the Planning Commission to adopt the Findings of the Planning Commission separate.

Chairman Smith makes a motion to approve the Findings of the Planning Commission.

Commissioner Elliott seconds.

The Findings of the Planning Commission are adopted for Selah Vista Phase 2, 3, and 4 Preliminary Plat with a voice vote of 4-0.

G. General Business

1. Old Business - None

2. New Business -

- Review of the City of Selah Periodic Update Public Participation Program with HLA.

Joseph Calhoun with HLA presents the City of Selah Periodic Update Public Participation Plan.

H. Reports/Announcements

1. Chairman - None

2. Commissioners - None

3. Staff -

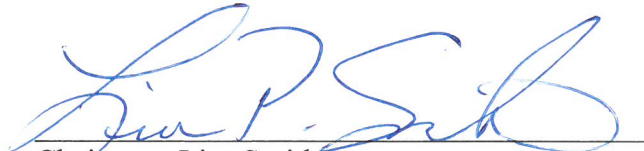
Mr. Zetz and the Planning Commission discuss planning & building codes, processes, and procedures.

I. Adjournment

Commissioner Elliott motions to adjourn.

Chairman Smith seconds.

Chairman Smith adjourns the meeting at 6:37pm with a voice vote of 4-0.



Chairman, Lisa Smith

City of Selah
Planning Commission Minutes
March 19, 2025

A. Call to Order

Chairman Smith calls the meeting to order at 3:31pm.

B. Roll Call

Members Present: Chairman Smith, Vice Chair Apodaca, Commissioner: Elliott.
Members Absent: Commissioner: Graf, Open Position.
Staff Present: Steve Zetz, City Planner.
Guest: None.

C. Agenda Changes

D. Communications

- 1. Oral - None
- 2. Written - None

E. Approval of Minutes

F. Public Hearings

Open Public Hearing for Eagle Ridge Preliminary Plat Phases 2a, 2, 3, and 4 (PLP-2025-001)

Chairman Smith opens the Public Hearing.

Carl Torkelson, applicant, is joining the public hearing by phone.

Mr. Zetz reads the Quasi-Judicial Statement and Appearance of Fairness.

No conflicts are identified.

Mr. Zetz presents the Staff Report for Eagle Ridge Preliminary Plat Phases 2a, 2, 3, and 4.

Discussion takes place.

Chairman Smith closes the Public Hearing.

Chairman Smith makes a motion to approve and move the Planning Commission Findings, including mitigations to the City Council.

Chairman Smith asks for a motion to accept her motion.

Commissioner Elliott makes a motion.

Commissioner Apodaca seconds.

The Planning Commission Findings with mitigations are approved to move to the City Council for Eagle Ridge Preliminary Plat Phases 2a, 2, 3, and 4 with a voice vote of 3-0.

Mr. Zetz asks the Planning Commission to adopt the Findings of the Planning Commission separate.

Chairman Smith makes a motion to adopt the Findings of the Planning Commission.

Commissioner Elliott makes a motion.

Commissioner Apodaca seconds.

The Findings of the Planning Commission are adopted for Eagle Ridge Preliminary Plat Phases 2a, 2, 3, and 4 with a voice vote of 3-0.

G. General Business

1. Old Business - None
2. New Business -

H. Reports/Announcements

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

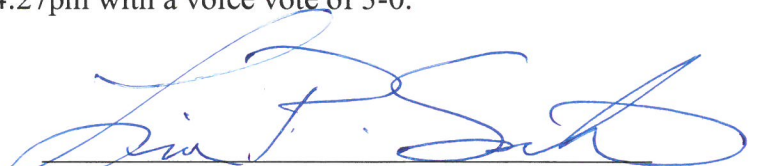
Mr. Zetz and the Planning Commission talk about the future of the Middle Housing Grant.

I. Adjournment

Chairman Smith motions to adjourn.

Commissioner Elliott seconds.

Chairman Smith adjourns the meeting at 4:27pm with a voice vote of 3-0.



Chairman, Lisa Smith



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

Meeting Date: 4/8/2025

Agenda Item Number: 9D

Action Item

Title: Resolution Authorizing the Public Works Director to DocuSign an Agreement with the Washington State Department of Ecology, Pertaining to the City's Wastewater Treatment Plant Improvement Project

From: Rocky Wallace, Public Works Director

Action Requested: Approve

Staff Recommendation: Approve

Board/Commission Recommendation: N/A

Fiscal Impact: The City will borrow a total of \$3,461,260.00 from the State Revolving Fund (SRF). However, fifty percent (50.0%) of the principal sum – which equates to \$1,730,630.00 – will be “forgivable”, which will have the effect of the city only needing to repay the other half of the principal sum (together with interest accrued thereon). Fund 415 Wastewater will be utilized for repayment.

Funding Source:

Background/Findings/Facts: The City was awarded a loan of \$3,461,260.00 from the Department of Ecology's State Revolving Fund (SRF) for the design stage of the City's Wastewater Treatment Plant Improvements Project (Project). Fifty percent (50.0%) of the loan principal will be “forgivable”. See page 11 of 40 on the attached Agreement. The interest rate would be ninety hundredths of one percent (0.90%) and the repayment term would be twenty (20) years.

A written agreement (labeled as Agreement No. WQC-2025-SelaPW-00121) has been drafted and its terms are acceptable to City staff. The attached proposed Resolution will – if approved – authorize the Public Works Director to DocuSign the agreement so that this matter can move forward.

As to the Project itself, the City desires to construct a new wastewater treatment plant (WWTP), as summarized and recommended in the recent Wastewater Treatment Facilities Engineering Report. Such Project will improve water quality in the Yakima River through the design of a new WWTP and Biosolids Handling Facility located here in Selah, WA, Yakima County. The Project will address deficiencies within the existing processes and equipment, the lack of redundancy in critical

processes, and a projected shortfall in treatment capacity to reduce the potential discharge of pollutants.

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

Action Taken:

Date	Action Taken
------	--------------

ATTACHMENTS:

1. RES Department of Ecology DocuSign Agreement for the WWTP Design Project
2. Agreement No. WQC-2025-SelaPW-00121 Wastewater Treatment Plant Design

RESOLUTION NO. 3197

RESOLUTION AUTHORIZING THE PUBLIC WORKS DIRECTOR TO
DOCUSIGN AN AGREEMENT WITH THE WASHINGTON STATE
DEPARTMENT OF ECOLOGY, PERTAINING TO THE CITY'S
WASTEWATER TREATMENT PLANT IMPROVEMENT PROJECT

WHEREAS, the City was awarded a loan from the Washington State Department of Ecology – for the principal sum of \$3,461,260.00 for use on the City's Wastewater Treatment Plan Improvement Project; and

WHEREAS, to enable the City to receive such loan, a written agreement has been prepared (labeled as Agreement No. WQC-2025-SelaPW-00121), and the terms of such agreement are acceptable to City staff. The terms include that fifty percent (50.0%) of the principal sum will be "forgivable", that the interest rate will be ninety hundredths of one percent (0.90%), and that the repayment term will be 20 years; and

WHEREAS, the City Council finds that good cause exists to authorize the Public Works Director to DocuSign the agreement;

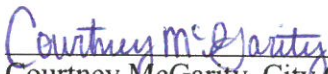
NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, the Public Works Director be and is authorized to DocuSign Agreement No. WQC-2025-SelaPW-00121 in the form appended hereto.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 8th day of April, 2025.



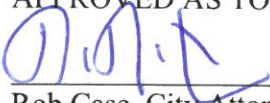
Mike Costello, Mayor Pro Tempore

ATTEST:



Courtney McGarity, City Clerk

APPROVED AS TO FORM:



Rob Case, City Attorney



Agreement No. WQC-2025-SelaPW-00121

WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF SELAH

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and City of Selah, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	City of Selah Wastewater Treatment Plant Design
Total Cost:	\$3,461,260.00
Total Eligible Cost:	\$3,461,260.00
Ecology Share:	\$3,461,260.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2024
The Expiration Date of this Agreement is no later than:	05/31/2027
Project Type:	Wastewater Facility

Project Short Description:

This project improves water quality in the Yakima River through the design of a new Wastewater Treatment Plant (WWTP) and Biosolids Handling Facility in Selah, WA, Yakima County. This project will address deficiencies within the existing processes and equipment, the lack of redundancy in critical processes, and a projected shortfall in treatment capacity to reduce potential discharge of pollutants.

Project Long Description:

This project improves water quality in the Yakima River through the design of a new Wastewater Treatment Plant (WWTP) and Biosolids Handling Facility in Selah, WA, Yakima County. This project will address deficiencies within the existing processes and equipment, the lack of redundancy in critical processes, and a projected shortfall in treatment capacity to reduce potential discharge of pollutants.

State of Washington Department of Ecology

Agreement No: WQC-2025-SelaPW-00121

Project Title: City of Selah Wastewater Treatment Plant Design

Recipient Name: City of Selah

The City of Selah (RECIPIENT) owns and operates a main treatment plant and an industrial pretreatment facility that serves the sewer service area. The liquid treatment at the main plant is an activated sludge treatment process incorporating influent pumping, headworks screening, aeration basins, secondary clarifiers, UV disinfection, and is governed by NPDES Permit WA-0021032. The WWTP outfall pipe empties into the Selah Ditch which discharges 1-1.5 miles downstream into the Yakima River.

The industrial pretreatment facility's liquid treatment includes influent pumping, aerated lagoon, and a secondary clarifier. The Class A Biosolids and sludge processing facilities include an aerobic digester and sludge holding tank at the main treatment plant and a sludge storage tank, centrifuge, and sludge dryer.

Due to age of the infrastructure, there are considerable risks of structural failure for various process tanks throughout the site, which could lead to raw wastewater spillage and pollution of both groundwater and the Selah Ditch. The facility is reaching its rated capacity, as the aeration basins are operated at a mixed liquor suspended solids (MLSS) concentration considerably higher than typically recommended, for activated sludge processes, to maintain a biomass capable of achieving discharge standards. This results in secondary clarifiers that are overloaded, a risk of sludge blanket overtopping the secondary clarifier weirs, and overall challenges with solids management throughout the WWTP.

The RECIPIENT completed the Wastewater Treatment Facilities Engineering Report in 2023 and ultimately determined that constructing a new plant would be the preferred approach. Locating the new facility on the RECIPIENT's own greenfield site will allow construction to proceed without disturbing the existing WWTP operations. This will reduce the risk of process upsets or catastrophic structural failure of the aeration basins, which serves to protect groundwater and the water quality of the Yakima River.

Overall Goal:

The RECIPIENT's goal is to address deficiencies identified at the existing wastewater treatment plant by proactively designing a new facility that will meet anticipated needs in a location that allows for future expansion and partnering with nearby entities, if needed.

State of Washington Department of Ecology

Agreement No: WQC-2025-SelaPW-00121

Project Title: City of Selah Wastewater Treatment Plant Design

Recipient Name: City of Selah

RECIPIENT INFORMATION

Organization Name: City of Selah

Federal Tax ID: 91-6001501

Mailing Address: 222 S Rushmore Rd
Selah, WA 98942

Physical Address: 222 S Rushmore Rd
Selah, Washington 98942

Organization Email: rocky.wallace@selahwa.gov

Organization Fax: (509) 698-7372

Contacts

Agreement No: WQC-2025-SelaPW-00121

Project Title: City of Selah Wastewater Treatment Plant Design

Recipient Name: City of Selah

Project Manager	Rocky Wallace Public Works Director 222 S Rushmore Rd Selah, Washington 98942 Email: rocky.wallace@selahwa.gov Phone: (509) 698-7365
Billing Contact	Caprise Groo-Korpi Public Works Admin Asistant 222 S Rushmore Rd Selah, Washington 98942 Email: caprise.groo@selahwa.gov Phone: (509) 698-7380
Authorized Signatory	Rocky Dwain Wallace Public Works Director 222 S Rushmore Rd Selah, Washington 98942 Email: rocky.wallace@selahwa.gov Phone: (509) 698-7365

State of Washington Department of Ecology

Agreement No: WQC-2025-SelaPW-00121

Project Title: City of Selah Wastewater Treatment Plant Design

Recipient Name: City of Selah

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Quality
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Vicki Davis 1250 W Alder St. Union Gap, Washington 98903-0009 Email: vdav461@ecy.wa.gov Phone: (509) 746-8306
Financial Manager	Sean Mellon PO Box 47600 Olympia, Washington 98504-7600 Email: smel461@ecy.wa.gov Phone: (360) 628-7318
Technical Advisor	Coleman Miller 1250 W Alder St. Union Gap, Washington 98903-0009 Email: comi461@ecy.wa.gov Phone: (509) 406-5664

State of Washington Department of Ecology

Agreement No: WQC-2025-SelaPW-00121

Project Title: City of Selah Wastewater Treatment Plant Design

Recipient Name: City of Selah

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State
Department of Ecology

City of Selah

By: _____

By: _____

Vincent McGowan, P.E.

Date

Rocky Dwain Wallace

Date

Water Quality

Public Works Director

Program Manager

Template Approved to Form by
Attorney General's Office

State of Washington Department of Ecology

Agreement No: WQC-2025-SelaPW-00121

Project Title: City of Selah Wastewater Treatment Plant Design

Recipient Name: City of Selah

SCOPE OF WORK

Task Number: 1

Task Cost: \$50,000.00

Task Title: Grant and Loan Administration

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include but are not limited to: Maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and the EAGL (Ecology Administration of Grants and Loans) recipient closeout report (including photos, if applicable). If the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be available upon request.

C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports, and Recipient Closeout Report.
- * Properly maintained project documentation.

Grant and Loan Administration**Deliverables**

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges or changes in the project schedule. Submitted at least quarterly.	
1.2	Recipient Closeout Report (EAGL Form)	

State of Washington Department of Ecology

Agreement No: WQC-2025-SelaPW-00121

Project Title: City of Selah Wastewater Treatment Plant Design

Recipient Name: City of Selah

SCOPE OF WORK

Task Number: 2

Task Cost: \$3,411,260.00

Task Title: Project Design

Task Description:

A. The RECIPIENT will procure professional services in accordance with state law. The RECIPIENT will include ECOLOGY's State Revolving Fund Engineering Services Insert in the contract documents between the RECIPIENT and the professional services team. The RECIPIENT must submit all professional services contracts before ECOLOGY will provide reimbursement for work performed under this task.

B. The RECIPIENT will design the Wastewater Treatment Plant and Biosolids Handling Facility. Construction contract documents developed by the RECIPIENT must be consistent with the requirements of Chapter 173-240 WAC. Elements of the design include:

Wastewater Treatment Facility Improvements:

- Replace South Lift Station and reroute the associated collection system
- Install new 18" force main and 24" gravity outfall
- New headworks, aeration basins, secondary clarifiers, post-aeration basin and UV disinfection system
- Aerobic digester with diffused aeration and new sludge transfer pumps
- New laboratory /office building and storage/shop building

New Biosolids Handling Facility:

- New centrifuge, sludge storage hopper, indirect dryer and dried biosolids discharge conveyors
- Modifications to the discharge conveyor & to enclose open area

C. The construction contract documents, will be approved by the RECIPIENT prior to submittal for ECOLOGY review. Construction plans submitted to ECOLOGY for review and approval will be reduced to no larger than 11" x 17" in size. Plans should note if they are to scale or not. The project manager may request plans be submitted in either PDF or other electronic format, and specifications in a searchable PDF or Microsoft Word electronic file. An updated construction cost estimate will be submitted with each plan/specification submittal. The project manager may request a spreadsheet of the estimate in electronic file format.

D. The RECIPIENT will provide ECOLOGY with a plan for increasing user rates necessary to support this loan. This plan will be provided within 180 days of signing the loan agreement. The plan will include the total revenue requirement and the user rates necessary for the RECIPIENT to operate and maintain the funded utility, to establish reserves to pay for equipment replacement, and to pay debt service. The plan will identify a schedule of rate increases necessary to achieve the total revenue requirement by the estimated date of loan repayment.

E. The RECIPIENT will provide ECOLOGY with a resolution or ordinance adopting the required schedule of rate increases.

F. The RECIPIENT will conduct an Investment Grade Efficiency Audit (IGEA). The RECIPIENT will review their energy use looking for cost-effective energy savings. The recipient may also submit documentation of an energy efficiency review conducted within the last five years.

Task Goal Statement:
See Overall Goal.

Task Expected Outcome:
See Overall Goal.

Project Design
Deliverables

Number	Description	Due Date
2.1	Executed contracts for engineering services and documentation of the RECIPIENT’s process for procuring engineering services	
2.2	Copies of the draft and final design	
2.3	Sewer Revenue and User Rate plan	
2.4	Documentation of an energy efficiency review (IGEA)	

State of Washington Department of Ecology

Agreement No: WQC-2025-SelaPW-00121

Project Title: City of Selah Wastewater Treatment Plant Design

Recipient Name: City of Selah

SCOPE OF WORK

Task Number: 3

Task Cost: \$0.00

Task Title: Project Design (continued)*

Task Description:

*This task has been added due to character count limitations in EAGL and is a continuation of the elements of Task 2. Eligible charges for this portion of the scope of work should be charged to Task 2.

G. The RECIPIENT will submit the minimum requirements as outlined in the Environmental Information Document (EID) Guidance, Section A and in the State Environmental Review Process (SERP) EID, to ECOLOGY for approval after the design has been approved.

H. The RECIPIENT will provide an Ecology Cultural Resources Review (CRR) form as part of the minimum SERP requirements. The RECIPIENT will provide any additional information for ECOLOGY to lead the required cultural resources consultation. Costs incurred for ground-disturbing activities that occur before cultural review will not be eligible for reimbursement.

I. The RECIPIENT will complete an Ecology Inadvertent Discovery Plan (IDP) for their project.

J. The RECIPIENT will notify Ecology when deliverables are available and have been uploaded to EAGL.

K. All recipients of funding for water pollution control facility projects must comply with the SERP in accordance with WAC 173-98-720.

Task Goal Statement:

See Overall Goal.

Task Expected Outcome:

See Overall Goal.

Project Design (continued)***Deliverables**

Number	Description	Due Date
3.1	Complete SERP EID	
3.2	Ecology Cultural Resource Review Form	
3.3	Inadvertent Discovery Plan	
3.4	Environmental Mitigation Plan	

BUDGET

Funding Distribution EF250449

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: SRF Forgivable Principal

Funding Effective Date: 07/01/2024

Funding Source:

Funding Type: Forgivable Loan

Funding Expiration Date: 05/31/2027

Title:

Fund:

Type:

Funding Source %:

Description:

CWSRF-SFY25 (State)

FD0727

State

100%

The Clean Water Act (CWA) (33 U.S.C 1251-1387) established the State Revolving Fund (SRF) low interest loans program (40. C.F.R. Part 31, 35 Sub Part K). Washington State administers the program under Chapter 173-98 WAC. The portion of this project funded with this funding distribution comes from non-federal source and are not subject to Federal Funding Accountability and Transparency Act (FFATA) and Single Audit Act (SAA). However, this project is subject to the federal requirements outlined in Section 4 and 5 of agreement terms and conditions.

Approved Indirect Costs Rate:

Recipient Match %:

InKind Interlocal Allowed:

InKind Other Allowed:

Is this Funding Distribution used to match a federal grant?

Approved State Indirect Rate: 30%

0%

No

No

No

SRF Forgivable Principal	Task Total
Grant and Loan Administration	\$ 25,000.00
Project Design	\$ 1,705,630.00
Project Design (continued)*	\$ 0.00

Total: \$ 1,730,630.00

State of Washington Department of Ecology

Agreement No: WQC-2025-SelaPW-00121

Project Title: City of Selah Wastewater Treatment Plant Design

Recipient Name: City of Selah

BUDGET**Funding Distribution EL250448**

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: SRF Standard Loan

Funding Type: Loan

Funding Effective Date: 07/01/2024

Funding Expiration Date: 05/31/2027

Funding Source:

Title: CWSRF-SFY25 (State)

Fund: FD0727

Type: State

Funding Source %: 100%

Description: The Clean Water Act (CWA) (33 U.S.C 1251-1387) established the State Revolving Fund (SRF) low interest loans program (40. C.F.R. Part 31, 35 Sub Part K). Washington State administers the program under Chapter 173-98 WAC. The portion of this project funded with this funding distribution comes from non-federal source and are not subject to Federal Funding Accountability and Transparency Act (FFATA) and Single Audit Act (SAA). However, this project is subject to the federal requirements outlined in Section 4 and 5 of agreement terms and conditions.

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

Effective Interest Rate: 1.2% Interest Rate: 0.9% Admin Charge: 0.3%

Terms: 20 years

Project Start Date: 07/01/2024

Project Completion Date: 05/31/2027

Estimated Initiation of Operation date: 12/31/2026

Loan Security: Revenue Secure Lien Obligation of the Recipient

Final Accrued Interest: \$

Final Loan Amount: \$

Repayment Schedule Number: 1008

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Recipient Name: City of Selah

SRF Standard Loan	Task Total
Grant and Loan Administration	\$ 25,000.00
Project Design	\$ 1,705,630.00
Project Design (continued)*	\$ 0.00

Total: \$ 1,730,630.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SRF Standard Loan	0.00 %	\$ 0.00	\$ 1,730,630.00	\$ 1,730,630.00
SRF Forgivable Principal	0.00 %	\$ 0.00	\$ 1,730,630.00	\$ 1,730,630.00
Total		\$ 0.00	\$ 3,461,260.00	\$ 3,461,260.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

WQC-2024—Water Quality Program Special Terms and Conditions (Update June 2023)

SECTION 1: DEFINITIONS

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

“Administrative Requirements” means the effective edition of ECOLOGY's Administrative Requirements for Recipients of Ecology Grants and Loans at the signing of this agreement.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

“Accrued Interest” means the interest incurred as loan funds are disbursed.

“Acquisition” means the purchase or receipt of a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

“Build American Buy American (BABA)” means a portion of the Infrastructure Investment and Jobs Act and establishes a domestic content procurement preference for all Federal financial assistance obligated for infrastructure projects after May 14, 2022.

“Bipartisan Infrastructure Law (BIL)” means funding to improve drinking water, wastewater and stormwater infrastructure.

“Centennial Clean Water Program” means the state program funded from various state sources.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.

“Construction Materials” means an article, material, or supply (other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; aggregate binding agents or additives; or non-permanent products) that is or consists primarily of, non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), (including optic glass), lumber, and drywall.

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“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.

“Davis Bacon Prevailing Wage Act” means the federal law mandating on-site workers on public works projects be paid certain wages, benefits, and overtime (also known as “prevailing wage” on all government-funded construction, alteration, and repair projects.

“Defease” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.

“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount and the estimated schedule for completion of the project.

“Equivalency” means the amount of State Revolving Fund (SRF) funding each funding cycle equivalent to the EPA grant to Ecology.

“Equivalency Project” means State Revolving Fund (SRF) funded project(s) designated by ECOLOGY to receive federal funding and meet additional federal requirements.

“Expiration Date” means the latest date on which eligible costs may be incurred.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and accrued interest on the loan from the Project Start Date through the Project Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount and the initiation of operation or completion date, whichever comes first.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defease or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the ECOLOGY’s Funding Guidelines that that correlate to the State Fiscal Year in which the project is funded.

“Initiation of Operation Date” means the actual date the facility financed with proceeds of the loan begins to operate for its intended purpose. (For loans only)

“Iron and Steel Products” means products made primarily of iron or steel including but may not be limited to: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund

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Project Title: City of Selah Wastewater Treatment Plant Design

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(Centennial) Loan made pursuant to this loan agreement.

“Loan Amount” means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

“Loan Fund” means the special fund created by the RECIPIENT for the repayment of the principal of and interest on the loan.

“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.

“Loan Term” means the repayment period of the loan.

“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

“Manufactured Products” means, items and construction materials composed in whole or in part of non-ferrous metals such as aluminum plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

“Produced in the United States” means for iron and steel products, that all manufacturing processes, from the initial melting state through the application of coatings, occurred in the United States.

“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.

“Original Engineer’s Estimate” means the engineer’s estimate of construction costs included with bid documents.

“Prevailing Wage” means hourly wage, usual benefits, and overtime paid in the largest city in each county, to the majority of workers, laborers, and mechanics performing the same work. The rate is established separately for each county.

“Principal and Interest Account” means, for a loan that constitutes Revenue-Secured Debt, the account created in the loan fund to be first used to repay the principal of and interest on the loan.

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed and is the last day eligible costs can be incurred. This term is only used in loan agreements.

“Project Schedule” means that schedule for the project specified in the agreement.

“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

“Reserve Account” means, for a loan that constitutes a Revenue Secured Debt and if specifically identified as a term and condition of the funding agreement, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

“Risk-Based Determination” means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

“Scope of Work” means the tasks and activities constituting the project.

“Section 319” means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

“State Water Pollution Control Revolving Fund (Revolving Fund)” means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

“Termination Date” means the effective date of ECOLOGY’s termination of the agreement.

“Termination Payment Date” means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

“Total Eligible Project Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding, including any required recipient match.

“Total Project Cost” means the sum of all costs associated with a water quality project, including costs that are not eligible for

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Agreement No: WQC-2025-SelaPW-00121

Project Title: City of Selah Wastewater Treatment Plant Design

Recipient Name: City of Selah

ECOLOGY grant or loan funding.

“Unique Entity Identity Identifier (UEI)” means a 12-character alphanumeric ID assigned by SAM.gov. to an entity doing business with or receiving funds from the federal government. This number replaces the DUNS number.

“ULID” means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

“ULID Assessments” means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

“Utility” means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

SECTION 2: CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference and are available on ECOLOGY’s Water Quality Program website.

A. Accounting Standards: The RECIPIENT shall maintain accurate records and accounts for the project (PROJECT Records) in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards related to the reporting of infrastructure assets or in accordance with the standards in Chapter 43.09.200 RCW “Local Government Accounting – Uniform System of Accounting.”

B. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, “Contracts for Architectural and Engineering Services,” have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final architectural/engineering services contract and submit a copy of the contract to ECOLOGY.

C. Acquisition: The following provisions shall be in force only if the project described in this agreement is an acquisition project:

- a. Evidence of Land Value and Title. The RECIPIENT shall submit documentation of the cost of the property rights and the type of ownership interest that has been acquired.
- b. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the agreement before final payment.
- c. Conveyance of Rights to the State of Washington. Upon purchase of real property rights (both fee simple and lesser interests), the RECIPIENT shall execute the document necessary to convey certain rights and responsibilities to ECOLOGY, on behalf of the State of Washington. The documents required will depend on the project type, the real property rights being acquired, and whether or not those rights are being acquired in perpetuity (see options below). The RECIPIENT shall use language provided by ECOLOGY, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to ECOLOGY.

Documentation Options:

1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. RECIPIENTS shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the RECIPIENT has acquired a perpetual easement for public purposes. The RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the deed of right.
2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to ECOLOGY. The RECIPIENT shall use this document when an easement or lease is being acquired for water quality and habitat conservation. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.
3. Easements and Leases. The RECIPIENT may incorporate required language from the Deed of Right or Assignment of

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Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; therefore, the RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the easement or lease.

d. Real Property Acquisition and Relocation Assistance.

1. Federal Acquisition Policies. See Section 4 of this agreement for requirements specific to Section 319 and SRF funded projects.
2. State Acquisition Policies. When state funds are part of this agreement, the RECIPIENT agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.
3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the RECIPIENT agrees to provide any housing and relocation assistance required.

e. Hazardous Substances.

1. Certification. The RECIPIENT shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:
 - i. No hazardous substances were found on the site, or
 - ii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site is deemed “clean.”
2. Responsibility. Nothing in this provision alters the RECIPIENT's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.
3. Hold Harmless. The RECIPIENT will defend, protect and hold harmless ECOLOGY and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the RECIPIENT is acquiring.

f. Restriction On Conversion Of Real Property And/Or Facilities To Other Uses

The RECIPIENT shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this agreement to uses other than those purposes for which funds were approved without prior approval of ECOLOGY. For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

D. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.

E. Electronic Fund Transfers: Payment will be issued through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process or electronic fund transfers, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

F. Equipment Purchase: Equipment purchases over \$5,000 and not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY's project manager before purchase. All equipment purchases over \$5,000 and not included in a contract for work being completed on the funded project, must also be reported on the Equipment Purchase Report in EAGL.

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G. Funding Recognition: The RECIPIENT must inform the public about any ECOLOGY or EPA funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Contact your Ecology Project Team to determine the appropriate recognition for your project.

H. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, “Growth Management Planning by Selected Counties and Cities.” If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

I. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, “Interlocal Cooperation Act.” The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY upon request.

J. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

K. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY’s Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

L. Project Status Evaluation: ECOLOGY may evaluate the status at any time. ECOLOGY’s Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

M. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement shall be consistent with the current U.S. Natural Resource Conservation Service (“NRCS”) Field Office Technical Guide for Washington State and specific requirements outlined in the Water Quality Funding Guidelines. Technical assistance, proposed practices, or project designs that do not meet these standards may be eligible if approved in writing by ECOLOGY.

SECTION 3: CONDITIONS APPLY TO SECTION 319 AND CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Federal Funding Accountability and Transparency Act (FFATA) Form is available on the Water Quality Program website and must be completed and submitted to Ecology. (This form is used for Section 319 (federal) funds only)
2. “Section 319 Initial Data Reporting” form must be completed in EAGL.

A. Data Reporting: The RECIPIENT must complete the “Section 319 Initial Data Reporting” form in EAGL before this agreement can be signed by Ecology. This form is used to gather general information about the project for EPA.

B. Funding Recognition and Outreach: In addition to Section 2.F. of these Special Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo and follow usage requirements available at <http://www2.epa.gov/stylebook/using-epa-seal-and-logo>. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may send a request to their Ecology Financial Manager.

To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable. (Applies to both the Section 319 funded projects and the Centennial match projects)

The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement: (Applies to Section 319 funded projects only)

“This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance

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agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use.”

C. Load Reduction Reporting: The RECIPIENT shall complete the “Section 319 Annual Load Reduction Reporting” form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed the form. This form is used to gather information on best management practices (BMPs) installed and associated pollutant load reductions that were funded as a part of this project.

D. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA’s assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date. (For Section 319 funded projects only)

SECTION 4: CONDITIONS APPLY TO ALL FEDERAL FUNDING AGREEMENTS, INCLUDING SECTION 319, State Revolving Fund (SRF) Equivalency Projects, and SEWER OVERFLOW AND STORMWATER REUSE MUNICIPAL GRANT (OSG)

A. Acquisitions: RECIPIENTS shall comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.

B. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an independent auditor, if their organization expends \$750,000 or more in total Federal funds in their fiscal year. The RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse’s Internet Data Entry System available at: <https://facweb.census.gov/>.

C. Archaeological Resources and Historic Properties (Section 106): This requires completion of the Ecology Cultural Resources Review Form, coordination with Ecology Cultural Resources staff, and receipt of the Ecology Final Determination prior to any property acquisition and above and below ground disturbing activities.

D. Architectural and Engineering Services Procurement: The RECIPIENT must procure architectural and engineering services in accordance with the federal requirements in Chapter 11 of Title 40, U.S.C. (see <https://uscode.house.gov/view.xhtml?path=/prelim@title40/subtitle1/chapter11&edition=prelim>).

E Build America, Buy America (BABA – Pub. L. No. 117-58, 70901-52) (Federally funded SRF Equivalency projects only): The RECIPIENT identified by ECOLOGY as receiving federal equivalency funding agrees to comply with all federal requirements applicable to the assistance received (including those imposed by the Infrastructure Investment and Jobs Act (“IIJA”/BIL), Public Law No. 117-58) which the RECIPIENT understands includes, but is not limited to, the following requirements: that all the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States (“Build America, Buy America Requirements”) unless (i) the RECIPIENT has requested and obtained a waiver from the cognizant Agency pertaining to the Project or the Project is otherwise covered by a general applicability waiver; or (ii) all of the contributing Agencies have otherwise advised the RECIPIENT in writing that the Build America, Buy America Requirements are not applicable to the project.

RECIPIENT shall comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the funding authority (such as EPA and/or a state), such as performance indicators of program deliverables, information on costs and project progress. The RECIPIENT identified by ECOLOGY as receiving federal equivalency funding, understands that (i) each contract and subcontract related to the project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the applicable legal requirements and this Agreement may result in a default hereunder that results in a repayment of the assistance agreement in advance of termination and/or repayment of assistance,

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and/or other remedial actions.

EPA has granted an adjustment period waiver of the requirements of Section 70914(a) of the BIL, pursuant to Section 70914(b)(1) (public interest waiver), for eligible projects financed by SRF projects that have initiated project design planning prior to May 14, 2022, the statutory effective date of the BABA requirements. This action permits the use of non-domestic manufactured products and construction materials in such projects funded by a Clean Water or Drinking Water SRF that may otherwise be prohibited under the BABA requirements of Section 70914. This action permits the use of non-domestic manufactured products and construction materials in such projects funded by a Clean Water or Drinking Water SRF that may otherwise be prohibited under the BABA requirements of Section 70914. Sections 70917(a) and (b) of BIL provide a savings provision for existing statutory requirements that meet or exceed BABA requirements. The statutory American Iron and Steel (AIS) requirements of Clean Water Act (CWA) Section 608 and Safe Drinking Water Act (SDWA) Section 1452(a)(4) has previously applied to SRF projects and will continue to do so as part of BABA requirements.

Where manufactured products used in the project are required to be produced in the United States, manufactured product shall mean manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation. The manufactured products included cover the majority of potential water infrastructure products, including complex products made up of a variety of material types and components. For water infrastructure projects, commonly manufactured products would include, but not be limited to, pumps, motors, blowers, aerators, generators, instrumentation and control systems, gauges, meters, measurement equipment, treatment equipment, dewatering equipment, actuators, and many other mechanical and electrical items.

F. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

- 1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTS, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.
- 2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
- 3) Consider, in the contracting process, whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State, and Local Government RECIPIENTS, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
- 4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
- 5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.

The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request. Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract

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administration provisions of 40 CFR, Section 33.302.

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

This does not preclude the RECIPIENT from enacting broader nondiscrimination protections.

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including but not limited to, Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement.

"The Contractor will not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies."

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when
4. Entity's status as an MBE/WBE or non-MBE/WBE

G. Electronic and information Technology (EIT) Accessibility: RECIPIENTS shall ensure that loan funds provided under this agreement for costs in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7.

Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.

H. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program website.

I. Hotel-Motel Fire Safety Act: The RECIPIENT shall ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a.

J. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and

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subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes, or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and subcontracts more than \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act and make such records available for review upon request. Wage determinations and instructions for their use can be found at <https://sam.gov/>.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves “public work” and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW and make such records available for review upon request. Where conflicts arise between the State prevailing wage rates and Davis-Bacon Act prevailing wage requirements the more stringent requirement shall govern. Washington State prevailing wage rates can be found at <https://www.lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>

K. Trafficking in Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons. This includes, but is not limited to, the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.

L. Unique Entity Identity Identifier (UEI): The RECIPIENT agrees to register with and make their registration public in the System for Award Management (SAM.gov). The RECIPIENT will be assigned a UEI and agree to include their UEI Number under their organization’s information in EAGL. The UEI number must be entered into EAGL before a funding agreement is signed.

SECTION 5: CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:

1. Financial Capability Assessment Documentation (upon request)
2. Opinion of RECIPIENT’s Legal Council – Form available on the Ecology website must be completed and uploaded to the General Uploads form in EAGL.
3. Authorizing Ordinance or Resolution – Must be uploaded to the General Uploads form in EAGL.
4. Federal Funding Accountability and Transparency Act (FFATA) Form (Required for all federally funded SRF Equivalency projects – Form available on the Ecology website must be completed and uploaded to the General Uploads form in EAGL.
5. CWSRF Federal Reporting Information form – Must be completed in EAGL.
6. Fiscal Sustainability Plan (Asset Management) Certification Form (Only required if the project includes construction of a wastewater or stormwater facility construction) – Must be completed in EAGL.
7. Cost and Effectiveness Analysis Certification Form (Required for all projects receiving SRF Loan funding) – Must be completed in EAGL.
8. State Environmental Review Process (SERP) Documentation (Required for treatment works projects only) – Must be uploaded to the Environmental and Cultural Review form in EAGL.

A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

B. American Iron and Steel (Buy American – P.L 113-76, Consolidated Appropriations Act 2014, Section 436): This loan provision applies to projects for the construction, alteration, maintenance, or repair of a “treatment works” as defined in the

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Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT'S compliance with this provision.

C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT's authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.

D. Equivalency Projects: ECOLOGY designated equivalency project and alternative designated equivalency project RECIPIENTs agree to accept federal funds and the federal requirements that accompany the funds. This includes all the requirements in Section 4 and this Section.

E. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.

F. Funding Recognition and Outreach: The RECIPIENT agrees to comply with the EPA SRF Signage Guidance to enhance public awareness of EPA assistance agreements nationwide. Signage guidance can be found at:
<https://ecology.wa.gov/About-us/How-we-operate/Grants-loans/Find-a-grant-or-loan/Water-Quality-grants-and-loans/Facility-project-resources>.

G. Insurance: The RECIPIENT shall at all times carry fire and extended insurance coverage, public liability, and property damage, and such other forms of insurance with responsible insurers and policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.

H. Litigation Authority: No litigation is now pending, or to the RECIPIENT's knowledge, threatened, seeking to restrain, or enjoin:

- (i) the execution of this agreement; or
- (ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or
- (iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or
- (iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence, or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

I. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.

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The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a “Loan Amount”) shall bear interest based on the interest rate identified in this agreement as the “Effective Interest Rate,” per annum, calculated on the basis of a 365-day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments, semiannually, over the term of this loan “Loan Term” as outlined in this agreement.

J. Loan Repayment:

Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all other agreements and obligations on its part, contained herein, shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all the covenants, agreements, and attachments contained herein.
2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.
3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all the taxable property within the boundaries of the RECIPIENT.
4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.

6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

- (i) The Loan Amount with interest
- (ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY's notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:

Department of Ecology

Cashiering Unit

P.O. Box 47611

Olympia WA 98504-7611

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In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager. No change to the amount of the semiannual principal and interest payments shall be made without a mutually signed amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.

3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.

4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.

K. Loan Security

Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.

Where collecting adequate gross utility revenue requires connecting additional users, the RECIPIENT shall require the sewer system connections necessary to meet debt obligations and expected operation and maintenance expenses.

Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the Loan Fund and used to pay the principal of and interest on the loan.

L. Maintenance and Operation of a Funded Utility: The RECIPIENT shall, at all times, maintain and keep the funded Utility in good repair, working order, and condition.

M. Opinion of RECIPIENT's Legal Counsel: The RECIPIENT must submit an "Opinion of Legal Counsel to the RECIPIENT" to ECOLOGY before this agreement will be signed. ECOLOGY will provide the form.

N. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a

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character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes, or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and subcontracts more than \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act and make such records available for review upon request.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves “public work” and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW and make such records available for review upon request.

O. Progress Reports: RECIPIENTS funded with State Revolving Fund Loan or Forgivable Principal shall include the following verification statement in the “General Comments” text box of each progress report.

“We verified that we are in compliance with all the requirements as outlined in our funding agreement(s) with the Department of Ecology. This includes but is not limited to:

- The Davis-Bacon Act, 29 CFR , prevailing wage requirements, certified weekly payroll, etc.
- The Disadvantaged Business Enterprise (DBE), 40 CFR, Part 33
- The American Iron and Steel Act (Buy American)
- The Build America Buy America Act (BABA) (equivalency projects only)”

P. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT, which has not been disclosed in writing to ECOLOGY.

Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT’s financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

Q. Sale or Disposition of Funded Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the funded Utility or any real or personal property comprising a part of the funded Utility unless:

1. The facilities or property transferred are not material to the operation of the funded Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the funded Utility or are no longer necessary, material, or useful to the operation of the funded Utility; or
2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the funded Utility; or
3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the funded Utility from the portion of the funded Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.
4. Expressed written agreement by the ECOLOGY.

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The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

R. Sewer-Use Ordinance or Resolution for Funded Wastewater Facility Projects: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

- 1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.
- 2) Prohibit inflow of stormwater into separated sewer systems.
- 3) Require that new sewers and connections be properly designed and constructed.

S. Termination and Default:

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.
2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.
3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.
4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").

Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligation upon the Net Revenue. That is, the loan is not subject to acceleration so long as any Senior Lien Obligations are outstanding.

Repayments not made immediately upon such acceleration will incur Late Charges.

Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment of the loan.

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment)

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acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance, ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property. Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

Fees and Expenses. In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

Damages. Notwithstanding ECOLOGY's exercise of any or all the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

T. User-Charge System for Funded Utilities: The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the funded utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project. The user-charge system will include provisions for a connection charge.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the funded utility, to establish reserves to pay for replacement, and to repay the loan.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

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5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered

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telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\)](https://sam.gov/SAM/) <<https://sam.gov/SAM/>> exclusion list.

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GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

07/01/2023 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
- * For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

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- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff, volunteers, and contractors working at the project site.
- Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

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j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

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The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

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16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

State of Washington Department of Ecology

Agreement No: WQC-2025-SelaPW-00121

Project Title: City of Selah Wastewater Treatment Plant Design

Recipient Name: City of Selah

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 - 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 - 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

State of Washington Department of Ecology

Agreement No: WQC-2025-SelaPW-00121

Project Title: City of Selah Wastewater Treatment Plant Design

Recipient Name: City of Selah

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
 - b) Be kept in a common file to facilitate audits and inspections.
 - c) Clearly indicate total receipts and expenditures related to this Agreement.
 - d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.
- RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced.

Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

State of Washington Department of Ecology

Agreement No: WQC-2025-SelaPW-00121

Project Title: City of Selah Wastewater Treatment Plant Design

Recipient Name: City of Selah

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,

<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

State of Washington Department of Ecology

Agreement No: WQC-2025-SelaPW-00121

Project Title: City of Selah Wastewater Treatment Plant Design

Recipient Name: City of Selah

event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions

Certificate Of Completion

Envelope Id: F5855578-CB49-4D9C-8294-ACB28BE8C7AE

Status: Sent

Subject: Agreement for Signature

Source Envelope:

Document Pages: 40

Signatures: 0

Envelope Originator:

Certificate Pages: 2

Initials: 0

Sean Mellon

AutoNav: Enabled

P.O. Box 47600

Envelopeld Stamping: Enabled

Olympia, WA 98504

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

smel461@ECY.WA.GOV

IP Address: 24.19.38.65

Record Tracking

Status: Original

Holder: Sean Mellon

Location: DocuSign

3/31/2025 8:51:01 AM

smel461@ECY.WA.GOV

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Washington State Department of Ecology

Location: Docusign

Signer Events

Signature

Timestamp

Rocky Wallace

rocky.wallace@selahwa.gov

Security Level: Email, Account Authentication
(None)

Sent: 3/31/2025 8:59:24 AM

Viewed: 3/31/2025 9:03:10 AM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

David Giglio

dgig461@ecy.wa.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Sean Mellon

smel461@ecy.wa.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Elaine Markham

elma461@ecy.wa.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Carbon Copy Events	Status	Timestamp
Kimberly Adams kjun461@ecy.wa.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Elaine Markham elma461@ecy.wa.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Kimberly Adams kjun461@ecy.wa.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/31/2025 8:59:24 AM
Payment Events	Status	Timestamps



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

Meeting Date: 4/8/2025

Agenda Item Number: 9E

Action Item

Title: * Resolution Authorizing the Mayor to Sign a Six-Page Contract with Quail Electric, LLC, for the Well No. 6 and Zone 3 Booster Pump Station Generator Project

From: Rocky Wallace, Public Works Director

Action Requested: Approve

Staff Recommendation: Approve

Board/Commission Recommendation: N/A

Fiscal Impact: \$74,185.50 411 Water Fund

Funding Source:

Background/Findings/Facts: The City desires, as part of its Well No. 6 and Zone 3 Booster Pump Station Project, to install a new larger-sized permanent generator where an undersized temporary one currently exists. The City – with the assistance by one of its retained engineering firms, HLA Engineering and Land Surveying, Inc. – solicited competitive sealed bids from interested contractors for such construction work. The received bids were opened and comparatively evaluated at City Hall at approximately 11:00 a.m., on Tuesday, March 25, 2025. A total of four (4) bids were received, and the lowest bid was for the amount of \$74,185.50 as submitted by Quail Electric, LLC, of Toledo, WA. Such amount is approximately one percent (1%) below HLA’s estimated amount of \$74,835.30. City staff recommends that the City award this project to Quail Electric, and that the Mayor be authorized to sign a six-page “Contract” with such contractor. A copy of the Contract is appended hereto (with its pages numbered as 4-2 through 4-7, because the Contract is part of a larger package of contract documents) and its terms are acceptable to City staff.

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

Action Taken:

Date	Action Taken
7/9/2024	Resolution No. 3136 Authorizing the Public Works Department to Purchase a new Generator for Well No. 6 and the Zone 3 Booster Pump Station

ATTACHMENTS:

1. RES Well No. 6 and Zone 3 Booster Pump Station Generator Bid Award and Contract Execution
2. 24067 SE Well No. 6 and Zone 3 Booster Pump Station Generator contract
3. 2025-03-26 - 24067 RecAward
4. 2025-03-25 - 24067 - Bid Summary

RESOLUTION NO. 3198

RESOLUTION AUTHORIZING THE MAYOR TO SIGN A SIX-PAGE
CONTRACT WITH QUAIL ELECTRIC, LLC, FOR THE WELL NO. 6 AND
ZONE 3 BOOSTER PUMP STATION GENERATOR PROJECT

WHEREAS, the City desires to install a new generator at Well No. 6 and Zone 3 Booster Pump Station; and

WHEREAS, the City – with assistance by the City's retained engineering firm of HLA Engineering and Land Surveying, Inc. – solicited competitive sealed bids from interested contractors for such construction work, comparatively evaluated the received bids, and determined the lowest qualified bidder to be Quail Electric, LLC, of Toledo, Washington; and

WHEREAS, the City desires to award this project to Quail Electric, and to enter into a construction contract for the overall total cost of \$74,185.50; and

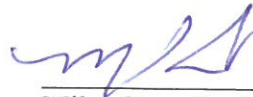
WHEREAS, a written "Contract" measuring six total pages (which pages are numbered 4-2 through 4-7 because the Contract will be part of a larger total package of contract documents, which package will include the specifications, bid material, and other items) has been prepared, and the terms of the proposed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

WHEREAS, the City Council finds that good cause exists;

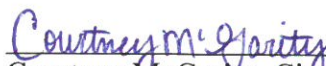
NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, as follows: (1) that the Mayor be and is authorized to sign, and Public Works Director Rocky D. Wallace be and is authorized to fill-in the appropriate data on any blank lines on, the six-page Contract with Quail Electric, LLC, in the form appended hereto; (2) if an award letter and/or any other documentation proves necessary to effectuate awarding and/or receiving this scope of work, the Mayor and/or Mr. Wallace are likewise authorized to sign and/or prepare such; and (3) if it becomes possible for the City to obtain this scope of work for a lesser amount than currently contemplated, the Mayor and/or Mr. Wallace are authorized to enter into and/or sign any necessary agreements or documents without further approval by the City Council.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 8th day of April, 2025.

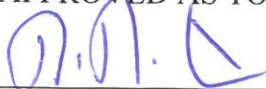
ATTEST:



Mike Costello, Mayor Pro Tempore


Courtney McGarity, City Clerk

APPROVED AS TO FORM:

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

Rob Case, City Attorney

CONTRACT

THIS AGREEMENT, made and entered into in triplicate, this _____ day of _____, 2025, by and between the City of Selah, hereinafter called the OWNER, and _____, hereinafter called the CONTRACTOR,

WITNESSETH:

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

- I. The CONTRACTOR shall do all work and furnish all tools, materials, and equipment for the bid amount of \$ _____, for WELL NO. 6 AND ZONE 3 BOOSTER PUMP STATION GENERATOR, HLA Project No. 24067, in accordance with and as described in the attached Plans and Specifications, and the Standard Specifications for Road, Bridge, and Municipal Construction, which are by this reference incorporated herein and made a part hereof, and shall perform any alterations in or additions to the work provided under this Contract and every part thereof.

Contract time shall begin on the first working day following the Notice to Proceed Date and shall be completed within thirty (30) working days of the date of such Notice to Proceed (see SPECIAL PROVISIONS - Section 1-08.5).

If said work is not completed within the time specified, the CONTRACTOR agrees to pay to the OWNER for each and every working day said work remains uncompleted after expiration of the specified time, liquidated damages as determined in Section 1-08.9.

The CONTRACTOR shall provide and bear the expense of all equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this Contract and every part thereof, except such as are mentioned in the Specifications to be furnished by the OWNER.

- II. The OWNER hereby promises and agrees with the CONTRACTOR to employ, and does employ the CONTRACTOR to provide the materials and to do and cause to be done the above described work and to complete and finish the same according to the attached Plans and Specifications and the terms and conditions herein contained; and hereby contracts to pay for the same according to the attached Specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this Contract.
- III. The CONTRACTOR for himself, and for his/her heirs, executors, administrators, successors, and assigns does hereby agree to the full performance of all the covenants herein upon the part of the CONTRACTOR.
- IV. It is further provided that no liability shall attach to the OWNER by reason of entering into this Contract, except as expressly provided herein.
- V. CONTRACTOR is an independent contractor and not an employee of the OWNER. The OWNER has designated the Contract performance, and the CONTRACTOR shall be responsible for the details of that work. The parties recognize the CONTRACTOR has unique skills not otherwise available to the OWNER to accomplish the purpose of the Contract. The CONTRACTOR shall supply all equipment and supplies necessary to accomplish the Contract. The parties recognize that the purpose of the Contract is not within the regular course of business of the OWNER. The parties state that the right of control over the activities necessary to perform the Contract are with the CONTRACTOR.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first herein above written.

OWNER:

City of Selah, Washington

By: _____

Name: Roger Bell

Title: Mayor

ATTEST:

Name: Courtney McGarity

Title: City Clerk

CONTRACTOR:

(CONTRACTOR NAME)

By: _____
AUTHORIZED OFFICIAL'S SIGNATURE

(SEAL)

Name: _____
(Please Print or Type)

ATTEST:

Address: _____

Phone: _____

Email: _____

Name: _____
(Please Print or Type)



Authorized Signatures

List the name and title of those individuals in your organization who are authorized to execute proposals, contracts, bonds and other documents and/or instruments on behalf of the organization. Specify if more than one signature is required.

NOTE: Signature must appear next to name

Name (Typed)	Signature	Title
Name (Typed)	Signature	Title
Name (Typed)	Signature	Title
Name (Typed)	Signature	Title
Name (Typed)	Signature	Title
Name (Typed)	Signature	Title
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Name (Typed)	Signature	Title
Name (Typed)	Signature	Title

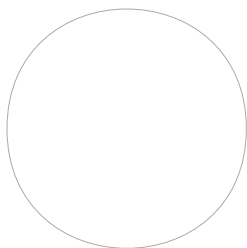
The undersigned, being duly sworn, deposes and says that the foregoing is a true statement of facts concerning the individual, corporation, co-partnership or joint venture herein named, as of the date indicated:

Name of Firm - Be Exact

Sworn to before me this _____

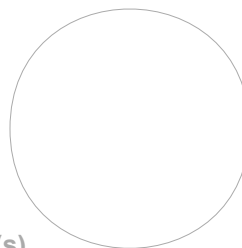
day of _____, _____

Notary Public



Notary Seal

Authorized Signature(s)



Corporate Seal(s)

CONTRACT BOND

CITY OF SELAH
WELL NO. 6 AND ZONE 3 BOOSTER PUMP STATION GENERATOR
HLA PROJECT NO. 24067

BOND TO CITY OF SELAH

KNOW ALL PERSONS BY THESE PRESENTS:

That we, the undersigned, _____,

as principal, and _____,

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

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

Dated at _____, Washington, this _____ day of _____, 2025.

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

WHEREAS, under and pursuant to action of the City of Selah, on _____, 2025, the Mayor of said City of Selah, has let or is about to let to the said

_____, the above bounden Principal, a certain Contract, the said Contract being numbered, HLA Project No. 24067, and providing for the construction of WELL NO. 6 AND ZONE 3 BOOSTER PUMP STATION GENERATOR which Contract is referred to herein and is made a part hereof as though attached hereto, and

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

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

CITY OF SELAH
WELL NO. 6 AND ZONE 3 BOOSTER PUMP STATION GENERATOR
HLA PROJECT NO. 24067

SURETY: _____

CONTRACTOR: _____

By: _____
(Attorney-in-fact)

CONTRACTOR NAME

Name: _____
(Please Print or Type)

By: _____
AUTHORIZED OFFICIAL'S SIGNATURE

Agent: _____

Name: _____
(Please Print or Type)

Address: _____

Surety Representative Name:

Surety Representative Phone:

Surety Representative Email:

SCHEDULE OF WORKING HOURS

CITY OF SELAH
WELL NO. 6 AND ZONE 3 BOOSTER PUMP STATION GENERATOR
HLA PROJECT NO. 24067

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

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

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

Contractor

Signature

Date



March 26, 2025

City of Selah
115 W Naches Ave
Selah, WA 98942

Attn: Rocky Wallace, Public Works Director

Re: City of Selah
Well No. 6 and Zone 3 Booster Pump Station Generator
HLA Project No.: 24067
Recommendation of Award

Dear Rocky:

The bid opening for the above referenced project was held at Selah City Council Chambers at 10:00 a.m. on Tuesday, March 25, 2025. A total of four (4) bids were received with the low bid of \$74,185.50, being offered by Quail Electric LLC., of Toledo, WA . This low bid is approximately one (1) percent below the Engineer's Estimate of \$74,835.30.

We have reviewed and checked the bid proposals of all bidders and recommend the City of Selah award a construction contract to Quail Electric LLC., in the amount of \$74,185.50. Please send us a copy of the City of Selah Council meeting minutes authorizing award of this project.

Enclosed please find the project Bid Summary for your review. Please advise if we may answer any questions or provide additional information.

Sincerely,

Robert J. Scott, PE

RJS, jla

Enclosures

Copy: Kimberly Grimm, Caprise Groo – City of Selah
Taylor Denny, Angie Ringer - HLA

BID SUMMARY						BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3	
Owner: City of Selah Project: Well No. 6 and Zone 3 Booster Pump Station Generator HLA Project No.: 24067 Bid Opening Date: March 25, 2025						Quail Electric LLC PO Box 1110 Toledo, WA 98591		SCI Industrial Services LLC PO Box 119 Wenatchee, WA 98807		Wakefield Excavation LLC PO Box 1679 Ellensburg, WA 98926	
ITEM NO.	DESCRIPTION	QTY.	UNIT	ENGINEER'S ESTIMATE		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
				UNIT PRICE	AMOUNT						
1	Minor Changes	Est.	FA	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
2	Mobilization	---	LS	\$ 6,300.00	\$ 6,300.00	\$ 4,500.00	\$ 4,500.00	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00
3	Generator Pad	---	LS	\$ 10,500.00	\$ 10,500.00	\$ 9,500.00	\$ 9,500.00	\$ 20,000.00	\$ 20,000.00	\$ 10,000.00	\$ 10,000.00
4	Electrical and Control System Improvements, Complete	---	LS	\$ 42,000.00	\$ 42,000.00	\$ 46,500.00	\$ 46,500.00	\$ 55,000.00	\$ 55,000.00	\$ 35,000.00	\$ 35,000.00
5	Miscellaneous Site and Surfacing Improvements	---	LS	\$ 5,300.00	\$ 5,300.00	\$ 3,000.00	\$ 3,000.00	\$ 5,000.00	\$ 5,000.00	\$ 34,881.00	\$ 34,881.00
Bid Subtotal					\$ 69,100.00		\$ 68,500.00		\$ 87,000.00		\$ 89,881.00
8.3% Sales Tax					\$ 5,735.30		\$ 5,685.50		\$ 7,221.00		\$ 7,460.12
BID TOTAL					\$ 74,835.30		\$ 74,185.50		\$ 94,221.00		\$ 97,341.12
ENGINEER'S REPORT						ADDITIONAL BID TOTALS					
Competitive bids were opened March 25, 2025. All bids have been reviewed by this office. We recommend the contract be awarded to: Quail Electric LLC Project Engineer Date 						BIDDER				BID TOTAL	
						Neuman Electric Inc.				Rejected	
*Bid results can be found at: hlacivil.com						*Highlighted amounts have been corrected.					



Selah City Council Regular Meeting AGENDA ITEM SUMMARY

Meeting Date: 4/8/2025

Agenda Item Number: 9F

Action Item

Title: * Resolution Authorizing the Mayor to Sign “Task Order No. 2025-03” with HLA Engineering and Land Surveying, Inc., for Professional Services Related to the City’s 3rd Street Improvements – Valleyview to Park Avenue Project

From: Rocky Wallace, Public Works Director

Action Requested:

Staff Recommendation: Approve

Board/Commission Recommendation: N/A

Fiscal Impact: \$33,000.00 for HLA’s services, which will include engineering and other tasks. (The actual costs for engaging a contractor to perform the work are not yet known, will be presented later, and will be separately acted upon by the City Council.)

Funding Source:

Background/Findings/Facts: The City desires, as part of its 3rd Street Improvements Project (Project), to make certain curb, gutter and stormwater facilities improvements to the section of roadway from Valleyview to Park Avenue, to coincide with the City’s Third Street Repaving Project.

The entity of HLA Engineering and Land Surveying, Inc. (HLA) is one of the City’s contracted engineering firms and provides professional engineering services to the City on a project-by-project basis, because the City does not directly employ any engineer(s) on its staff. HLA is willing and able to provide the necessary engineering, bidding and other services on this Project. A written task order – labeled “Task Order No. 2025-03” – has been prepared, reflecting HLA’s expected maximum fees of \$33,000.00 combined (which fees are separated out into a few different categories). The attached proposed Resolution will, if approved, authorize the Mayor to sign Task Order No. 2025-03, so that work can commence on this Project forthwith. The City’s adopted 2025 budget – via Ordinance No. 2237 – includes an appropriation of monies that will be sufficient to cover the work on this Project.

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

Action Taken:

Date	Action Taken
3/11/2025	Resolution No. 3192 authorizing the Mayor sign “Task Order No. 2025-02” with HLA Engineering and Land Surveying, Inc., for professional services related to the City’s Orchard Avenue Water Main Improvement Phase 1 Project
1/14/2025	Resolution No. 3179 authorizing the Mayor sign “Task Order No. 2025-01” with HLA Engineering and Land Surveying, Inc., for professional services related to the City’s 3 rd Street Resurfacing Project

ATTACHMENTS:

1. RES HLA Task Order No. 2025-03 3rd Street Improvements - Valleyview to Park Avenue
2. Selah - 3rd Street Imp. Task Order No. 2025-03

RESOLUTION NO. 3199

RESOLUTION AUTHORIZING THE MAYOR TO SIGN "TASK ORDER NO. 2025-03" WITH HLA ENGINEERING AND LAND SURVEYING, INC., FOR PROFESSIONAL SERVICES RELATED TO THE CITY'S 3rd STREET IMPROVEMENT – VALLEYVIEW TO PARK AVENUE PROJECT

WHEREAS, the City desires, as its 3rd Street Improvement – Valleyview to Park Avenue Project (Project), to make certain curb, gutter and stormwater facilities improvements; and

WHEREAS, the entity of HLA Engineering and Land Surveying, Inc. (HLA) is one of the City's contracted engineering firms and provides professional engineering services to the City on a project-by-project basis pursuant to a previously-entered-into Contract for Professional Engineering Services, because the City does not directly employ any engineer(s) on its staff; and

WHEREAS, HLA is willing and able to provide the professional engineering and bidding services that are necessary for this Project; and

WHEREAS, HLA has drafted a four-page "Task Order No. 2025-03", which recites HLA's scope of work and HLA's expected maximum fees of \$33,000.00 combined (which fees are separated out into a few different categories); and

WHEREAS, the terms of Task Order No. 2025-03 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 causes exists;

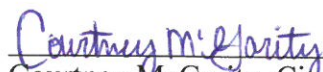
NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor be and is authorized to sign the four-page Task Order No. 2025-03 with HLA in the form appended hereto.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 8th day of April, 2025.

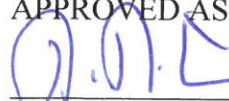
ATTEST:



Mike Costello, Mayor Pro Tempore


Courtney McGarity, City Clerk

APPROVED AS TO FORM:


Rob Case, City Attorney



*** TRANSMITTAL ***

Date: April 1, 2025

Project No.: 25088E

To: City of Selah
222 S. Rushmore Road
Selah, WA 98942

Attention: Rocky Wallace
Public Works Director

From: Terry D. Alapeteri, PE

Re: 3rd Street Improvements - Valleyview Avenue to Park Avenue
Task Order No. 2025-03

We are sending you the attached following items:

Two (2) Original Task Order Agreements

Comment:

Rocky:

Attached for your review and consideration are two (2) signed original Task Order No. 2025-03 agreements for the 3rd Street Improvements - Valleyview Avenue to Park Avenue project.

Please execute the Task Orders and return one signed original to our office.

We very much appreciate the opportunity to work with you and serve the City of Selah. If you have any questions or need additional information, please contact me at talapeteri@hlacivil.com or (509) 966-7000.

Copy to: _____ Signed: Terry D. Alapeteri

TASK ORDER NO. 2025-03

REGARDING GENERAL AGREEMENT BETWEEN THE CITY OF SELAH

AND

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

PROJECT DESCRIPTION:

3rd Street Improvements - Valleyview Avenue to Park Avenue
HLA Project No. 25088E

The City of Selah (CITY) desires to make improvements to this section of roadway, including curb and gutter and associated stormwater facilities. Improvements will include cement concrete traffic curb and gutter, approximately 380 linear feet of new 12-inch storm sewer pipe, 60 linear feet of underdrain pipe infiltration trench system, and four (4) catch basins. These improvements are being paid for with City reserve funds. Engineering design work will begin immediately following receipt of this executed Task Order. Construction is anticipated to occur in 2025.

SCOPE OF SERVICES:

At the direction of the CITY, HLA shall provide professional engineering services for the 3rd Street Improvements - Valleyview Avenue to Park Avenue (PROJECT). HLA services shall include the following.

1.0 Design Engineering

- 1.1 Provide complete PROJECT management to deliver the PROJECT within mutually determined expectations.
- 1.2 Conduct a topographic survey of the PROJECT area as required to complete design, plans, and specifications, including call for utility locates.
- 1.3 Perform field investigations necessary to design the identified improvements.
- 1.4 Attend meetings with the CITY to address technical aspects of the work related to scope, design, and schedule of the PROJECT. Up to two (2) meetings are anticipated.
- 1.5 Prepare preliminary 60% plans and a cost estimate of improvements for review and approval by the CITY.
- 1.6 Notify private utilities of pending improvements.
- 1.7 Based on approval of 60% plans, prepare 90% plans, specifications, and cost estimate for review and approval by the City.
- 1.8 Perform quality control and assurance review of all final documents.
- 1.9 Incorporate CITY review comments and prepare final plans, specifications, and estimate for review and approval by CITY.
- 1.10 Prepare final Engineer's construction cost estimate.
- 1.11 Provide final plans and specifications to the CITY in PDF format suitable for printing and use at time of bid advertisement. It is anticipated HLA will prepare one (1) complete set of plans and specifications for one bid call; additional bid packages will be billed as additional services.

- 1.12 Prepare advertisement for bids. Coordinate with CITY on number and location publications. All advertising fees to be paid by the CITY.
- 1.13 Post bid documents to HLA website and notify potential bidders, utility companies, and plan centers of PROJECT posting, and maintain planholder list.
- 1.14 Answer and supply information as requested by prospective bidders.
- 1.15 Prepare and issue addenda to contract documents, if necessary.
- 1.16 Attend the bid opening and participate in the evaluation process.
- 1.17 Prepare a summary of the bids received and review the bidder's qualifications and responsiveness.
- 1.18 Make recommendation of award to the CITY for construction contract.

2.0 Construction Engineering

- 2.1 Following Council award authorization, prepare notice of award to the Contractor, assemble construction contract documents, and coordinate contract execution with the CITY and Contractor.
- 2.2 Review Contractor's submission of certificate of insurance and bid bond.
- 2.3 Coordinate and facilitate preconstruction meeting with the CITY, Contractor, private utilities, and affected agencies, including preconstruction agenda and meeting record.
- 2.4 Prepare and transmit notice to proceed to Contractor.
- 2.5 Furnish a field survey crew to provide geometric control, including construction staking.
- 2.6 Furnish a resident engineer (inspector) to observe construction for substantial compliance with plans and specifications and CITY Construction Standards.
- 2.7 Review Contractor's submission of samples and shop drawings.
- 2.8 Maintain material submittal list for duration of PROJECT.
- 2.9 Respond to Contractor requests for information (RFI).
- 2.10 Prepare daily progress reports.
- 2.11 Prepare weekly statements of working days.
- 2.12 Consult and advise the CITY during construction and make final review and report of the completed work with CITY representatives.
- 2.13 Coordinate testing scheduling with the Contractor's materials testing firm and review acceptance sampling and testing for construction materials.
- 2.14 Coordinate and attend construction meetings anticipated once per week during the duration of improvements.
- 2.15 Perform measurement and computation of pay items.
- 2.16 Prepare and provide monthly progress estimates to the CITY and recommend progress payments for the Contractor.

- 2.17 Prepare proposed contract change orders and/or force account computations as required.
- 2.18 Conduct final walkthrough inspection with the Contractor and CITY. Prepare and transmit punchlist to Contractor.
- 2.19 Prepare and furnish record drawings and field notes of completed work in accordance with PROJECT field records provided by the resident engineer and those submitted by the Contractor.
- 2.20 Prepare and submit recommendation of PROJECT acceptance.
- 2.21 Prepare and submit Notice of Completion of Public Works Contract (NOC).
- 2.22 Monitor lien releases from state agencies.
- 2.23 Notify CITY when retainage may be released.
- 2.24 Coordinate and administer a PROJECT completion debrief meeting with CITY, HLA, and contractor if requested by CITY.

3.0 Additional Services

Provide professional engineering services for additional work requested by the CITY that is not included in this Task Order.

4.0 Items to be Furnished and Responsibility of the CITY

The CITY will provide or perform the following:

- 4.1 Provide all information as to CITY requirements for the PROJECT.
- 4.2 Provide all available information pertinent to the PROJECT relative to completion of design and construction of the PROJECT.
- 4.3 Examine all documents presented by HLA and provide written decisions within a reasonable time so as not to delay the work of HLA.
- 4.4 Obtain approval of all government authorities for the PROJECT, and approvals and consents from other individuals as necessary for completion of the PROJECT.
- 4.5 Pay for advertising, notices, or other publications as may be required.
- 4.6 Pay for all necessary permits and testing fees not paid by the Contractor.

TIME OF PERFORMANCE:

HLA will diligently pursue the completion of the PROJECT as follows:

1.0 Design Engineering

- 1.1 HLA will provide 60% draft plans, 60% draft specifications, and 60% cost estimate for CITY review within twenty (20) working days from receipt of this signed Task Order.
- 1.2 HLA will provide 90% draft plans, specifications, and cost estimate within ten (10) working days of receiving CITY comments on 60% plans, specifications, and estimate.
- 1.3 Final plans, specifications, and cost estimate will be provided within ten (10) working days of receiving CITY comments on 90% plans, specifications, and estimate.

2.0 Construction Engineering

- 2.1 Construction engineering services shall begin upon construction contract award by the CITY to the lowest responsible bidder and extend through notification to the CITY when retainage may be released.
- 2.2 A maximum of six (6) working days has been assumed for the construction of improvements, utilizing a standard 40-hour work week.
- 2.3 Should the Contractor be granted time extensions for construction completion due to recognized delays, requested additional work, and/or change orders, services during construction beyond the six (6) working days shall be billed as additional services.

3.0 Additional Services

Time for completion of work directed by the CITY under additional services shall be negotiated and mutually agreed upon at the time service is requested by the CITY.

FEE FOR SERVICES:

For the services furnished by HLA as described within this Task Order, the CITY agrees to pay HLA the fees as set forth herein. The amounts listed below may be revised only by written agreement of both parties.

1.0 Design Engineering

All work for design engineering services shall be performed for the lump sum fee of \$18,000.

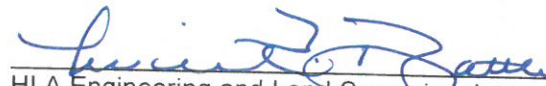
2.0 Construction Engineering

All construction engineering services shall be performed on a time-spent basis at the current hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses for the estimated fee of \$15,000. If the Contractor is granted additional working days beyond those identified in the Time of Performance, then work shall be billed as additional services until an amendment to this Task Order is executed.

3.0 Additional Services

Additional work requested by the CITY 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 current 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.

Proposed:


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

4/1/2025
Date

Approved:


City of Selah
~~Roger Bell, Mayor~~
Mike Costello, Mayor Pro Tempore

04/09/25
Date

