



SELAH CITY COUNCIL

Regular Meeting

August 12, 2025

4:30 p.m.: Study Session

5:30 p.m.: Regular Scheduled Meeting

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

A yellow AIS cover page indicates an action item.

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



Selah City Council
Meeting Date: August 12, 2025
4:30 p.m.: Study Session
5:30 p.m.: Regular Meeting

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

Roger Bell

Mike Costello
Melissa Maxwell
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 Bell**
- 2) **Roll Call**
- 3) **Registering in record of councilmember absence(s) as excused absence(s), per SMC 1.06.070**
- 4) **Pledge of Allegiance**
- 5) **Invocation with Russ Carlson of The Church of Jesus Christ of Latter-Day Saints**
- 6) **Announcement of changes, if any, from previously-published Agenda**
- 7) **Getting to know local businesses, agencies and/or people (up to 5 minutes total)**
- 8) **Comments from the public (up to 30 minutes total)**

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

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

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

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

- A. Pre-arranged oral comments (up to 5 minutes each):
 - Pattie Graffe – SDA
- B. Reading of received written comments (up to 2 minutes each): None
- C. Oral comments by people in attendance (up to 2 minutes each):

9) **Proclamations/Announcements** – None

10) **Consent Agenda**

Consent Agenda items are listed with an asterisk (). Those items are considered routine and will be addressed via a joint motion, without any discussion or debate. However, upon the request of any Councilmember an item will be removed from the Consent Agenda, will be addressed separately, and will be subject to discussion and debate.*

- A. Courtney McGarity * Approval of Minutes from July 22, 2025 Council Meeting
- B. Kimberly Grimm * Approval of Claims & Payroll
- C. Dustin Soptich * Resolution Declaring Three Police Vehicles as Surplus and Authorizing their Sale
- D. Rob Case * Resolution Authorizing the Mayor to Sign a Six-Page No-Charge Facility Use Agreement with Independent Contractor
- E. Rocky Wallace * Resolution Authorizing the Mayor or Public Works Director to Sign and Submit a Transportation Improvement Board (TIB) Arterial Preservation Program Funding Application (APP) and 2025 APP Application Certification Form, for a South 1st Street Resurfacing Project from Valleyview Avenue to Yakima Avenue
- F. Rocky Wallace * Resolution Declaring the Water Service Meter Improvements – Equipment Only Project to be Complete and Accepting the Work and Materials
- G. Rocky Wallace * Resolution Authorizing the Mayor to Sign a Washington State Department of Transportation Transit Support Certification Form

11) **General Business**

A. New Business

The following Informational Items are First Presentations. Final action will be sought at a later date.

- 1. Rob Case [First Presentation of] Ordinance Updating Provisions of Selah Municipal Code with Regard to Unlawful Parking
- B. Old Business – None

- 12) **Public Hearing**
A. Rocky Wallace Open-Record Public Hearing to Receive Public Input Regarding the Potential Adoption of the “Selah Transit Development Plan 2025-2031 and 2024 Annual Report”
- 13) **Resolutions**
A. Rocky Wallace Resolution Declaring the Well No. 6 and Zone 3 Booster Pump Station Generator Project to be Complete and Accepting the Work and Materials
B. Rocky Wallace Resolution Authorizing Public Works to Purchase Two Sail Shade Structures for Volunteer Park (a/k/a Delores Huerta Park)
- 14) **Ordinances**
A. Rob Case Ordinance Adopting, on an Emergency Basis, Changes to the Selah Municipal Code: Adopting a New Chapter 3.01; Amending Section 4.32.100; and Adopting a New Section 6.14.005
- 15) **Reports/Announcements**
A. Departments
B. Councilmembers, personally and on behalf of committees and boards
C. City Attorney
D. City Administrator
E. Mayor or Presiding Officer, personally and on behalf of committees and board
- 16) **Closed Session** – None
- 17) **Executive Session** – None
- 18) **Adjournment**

Next Regular Meeting: August 26, 2025

Next Study Session: September 9, 2025



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 8/12/2025

Agenda Number: 10A

Action Item

Title: Approval of Meeting Minutes from July 22, 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
July 22, 2025

Call to Order

Mayor Bell called the meeting to order at 5:33 p.m.

Roll Call

Councilmembers Present: Clifford Peterson, Mike Costello, David Monaghan, Elizabeth Marquis, Melissa Maxwell, William Longmire

Councilmembers Absent: Jared Iverson

Staff Present: Roger Bell, Mayor; Rob Case, City Attorney; Dustin Soptich, Police Chief; Scott Willis, Deputy Fire Chief; Rocky Wallace, Public Works Director; Steve Zetz, Community Development Supervisor; Taryn Franck, Recreation Coordinator; Ron Anderson, Facilities Coordinator; Kimberly Grimm, Finance Director; Courtney McGarity, City Clerk

Staff Absent: Jim Lange, Fire Chief; Zack Schab, Recreation + Tourism Manager

Pledge of Allegiance was said by all in attendance

Invocation

Don Cline of Selah Bible Baptist provided prayer.

Pre-Arranged Oral Comments from the Public

- Pattie Graffe – Provided updates from Selah Downtown Association

Oral Comments by People in Attendance

- Brittany Packard – Spoke on home business; Bark and Breakfast

Proclamations/Announcements

- Proclamation – Yakima Training Center

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

Mayor Bell presented the stipulations of the Consent Agenda.

Approved Consent Agenda

- A. Courtney McGarity * Approval of Minutes from July 8, 2025 Council Meeting
- B. Kimberly Grimm * Approval of Claims & Payroll
- ~~C. Rocky Wallace * Resolution Authorizing the Signing and Submission of a Washington State Public Works Board Funding Application and Applicant Certification Related to the City's Brader Hill Water Storage Reservoir Project~~

Councilmember Marquis requested item 10C be removed from the Consent Agenda, to become 15C. Councilmember Costello moved to approve the Consent Agenda as amended. Councilmember Maxwell seconded. Mayor Bell asked Council for discussion. Hearing none, Mayor Bell requested a voice vote to approve the motion and approve the Consent Agenda as amended. Motion carries by voice vote.

Public Hearing

- A. Steve Zetz Closed-Record Quasi-Judicial Public Hearing Regarding the Recommendation of the City's Hearing Examiner Regarding a Use Application to Locate a Daycare Business in the General Business (B-2) Zoning District

No public comments received.

Resolution

- A. Steve Zetz Resolution Approving a Use Application to Locate a Daycare Business in the General Business (B-2) Zoning District

A. Councilmember Costello moved to approve the Resolution. Councilmember Maxwell seconded. Following a roll call vote by Courtney McGarity, City Clerk, all are in favor. The motion is passed.

Public Hearing

- A. Steve Zetz Closed-Record Quasi-Judicial Hearing Regarding Rezone Application for a Minor Rezone of Yakima County Assessor's Parcel Number 181302-14418 from Residential Two Family (R-2) to General Business (B-2)

No public comments received.

Resolutions

- A. Steve Zetz Resolution Approving Rezone Application for a Minor Rezone of Yakima County Assessor's Parcel Number 181302-14418 from Residential Two Family (R-2) to General Business (B-2)
- B. Steve Zetz Resolution Approving Rezone Application for a Major Rezone of Yakima County Assessor's Parcel Number 181302-14552, Consisting of both a Legislative Amendment to the City's Comprehensive Plan Land Use Designation Map for such Parcel from Moderate Density Residential to Commercial, and also a Rezone of such Parcel from Residential Two Family (R-2) to General Business (B-2)
- C. Rocky Wallace Resolution Authorizing the Signing and Submission of a Washington State Public Works Board Funding Application and Applicant Certification Related to the City's Brader Hill Water Storage Reservoir Project
- A. Councilmember Peterson moved to approve the Resolution. Councilmember Monaghan seconded. Following a roll call vote by Courtney McGarity, City Clerk, all are in favor. The motion is passed.
- B. Councilmember Costello moved to approve the Resolution. Councilmember Maxwell seconded. Following a roll call vote by Courtney McGarity, City Clerk, all are in favor. The motion is passed.
- C. Councilmember Marquis moved to approve the Resolution. Councilmember Maxwell seconded. Following a roll call vote by Courtney McGarity, City Clerk, all are in favor. The motion is passed.

Staff Reports/Announcements

The following staff members provided a department report:

- Courtney McGarity, City Clerk
- Taryn Franck, Recreation Coordinator
- Ron Anderson, Facilities Coordinator
- Dustin Soptich, Police Chief
- Steve Zetz, Community Development Supervisor
- Scott Willis, Deputy Fire Chief
- Rocky Wallace, Public Works Director
- Kimberley Grimm, Finance Director

Councilmember Reports

- Councilmember Longmire – Requested Council to discuss Code Enforcement; spoke on the process of having an item added to the City Council agenda
- Councilmember Peterson – SPRSA welcomed a new board member, Danny Jones
- Councilmember Maxwell – Asked for the hiring process to begin for the position of City Administrator

- Councilmember Marquis – Asked for the hiring process to begin for the position of City Administrator; there will be a ground breaking on July 31st for the new building which will include Howard Drug and Ausink Family Medicine

City Attorney Report

No Report.

Mayor's Report

Danny Jones has been appointed to the SPRSA board; Jenny Rice has requested to complete a contract for the upcoming school year for the Find Your Wild after school program; thank you to the SDA for the new plants outside of City Hall; thank you to our Police, Fire and Public Works departments for their swift response to the Wixson/Hillcrest fire, and to JJ's Birrieria for providing meals to our first responders afterwards.

Adjournment

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

Meeting ended at 7:08 p.m.

Roger Bell, Mayor

David Monaghan, Councilmember

Clifford Peterson, Councilmember

Elizabeth Marquis, Councilmember

Michael Costello, Councilmember

Melissa Maxwell, Councilmember

William Longmire, Councilmember

ABSENT

Jared Iverson, Councilmember

ATTEST:

Courtney McGarity, City Clerk



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 8/12/2025

Agenda Number: 10B

Action Item

Title: Approval of Claims and Payroll

From: Kimberly Grimm, City Clerk/Treasurer

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: See attached payroll and claims directories

Funding Source: N/A

Background/Findings/Facts: N/A

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

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

Date: **Action Taken:** None

CHECK REGISTER

City Of Selah

Time: 15:11:00 Date: 08/05/2025

08/07/2025 To: 08/07/2025

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
5158	08/07/2025	Payroll	1	EFT		909.53	July 1-31 2025 Pay Period
5159	08/07/2025	Payroll	1	EFT		220.42	July 1-31 2025 Pay Period
5160	08/07/2025	Payroll	1	EFT		295.42	July 1-31 2025 Pay Period
5162	08/07/2025	Payroll	1	EFT		295.42	July 1-31 2025 Pay Period
5163	08/07/2025	Payroll	1	EFT		295.42	July 1-31 2025 Pay Period
5164	08/07/2025	Payroll	1	EFT		295.42	July 1-31 2025 Pay Period
5165	08/07/2025	Payroll	1	EFT		295.42	July 1-31 2025 Pay Period
5168	08/07/2025	Payroll	1	EFT		2,137.27	July 16-31 2025 Pay Period
5169	08/07/2025	Payroll	1	EFT		2,039.04	July 16-31 2025 Pay Period
5170	08/07/2025	Payroll	1	EFT		2,195.23	July 16-31 2025 Pay Period
5171	08/07/2025	Payroll	1	EFT		2,143.67	July 16-31 2025 Pay Period
5172	08/07/2025	Payroll	1	EFT		3,113.64	July 16-31 2025 Pay Period
5173	08/07/2025	Payroll	1	EFT		1,999.10	July 16-31 2025 Pay Period
5174	08/07/2025	Payroll	1	EFT		2,519.08	July 16-31 2025 Pay Period
5175	08/07/2025	Payroll	1	EFT		1,949.92	July 16-31 2025 Pay Period
5177	08/07/2025	Payroll	1	EFT		1,848.75	July 16-31 2025 Pay Period
5178	08/07/2025	Payroll	1	EFT		2,169.75	July 16-31 2025 Pay Period
5179	08/07/2025	Payroll	1	EFT		4,498.90	July 16-31 2025 Pay Period
5180	08/07/2025	Payroll	1	EFT		2,037.21	July 16-31 2025 Pay Period
5181	08/07/2025	Payroll	1	EFT		2,687.45	July 16-31 2025 Pay Period
5182	08/07/2025	Payroll	1	EFT		2,112.14	July 16-31 2025 Pay Period
5183	08/07/2025	Payroll	1	EFT		2,805.99	July 16-31 2025 Pay Period
5184	08/07/2025	Payroll	1	EFT		997.35	July 16-31 2025 Pay Period
5185	08/07/2025	Payroll	1	EFT		1,230.61	July 16-31 2025 Pay Period
5186	08/07/2025	Payroll	1	EFT		1,905.15	July 16-31 2025 Pay Period
5187	08/07/2025	Payroll	1	EFT		893.62	July 16-31 2025 Pay Period
5188	08/07/2025	Payroll	1	EFT		2,466.27	July 16-31 2025 Pay Period
5189	08/07/2025	Payroll	1	EFT		2,244.09	July 16-31 2025 Pay Period
5190	08/07/2025	Payroll	1	EFT		2,036.16	July 16-31 2025 Pay Period
5191	08/07/2025	Payroll	1	EFT		1,992.41	July 16-31 2025 Pay Period
5192	08/07/2025	Payroll	1	EFT		3,605.27	July 16-31 2025 Pay Period
5193	08/07/2025	Payroll	1	EFT		2,658.00	July 16-31 2025 Pay Period
5194	08/07/2025	Payroll	1	EFT		1,983.66	July 16-31 2025 Pay Period
5195	08/07/2025	Payroll	1	EFT		2,126.35	July 16-31 2025 Pay Period
5196	08/07/2025	Payroll	1	EFT		124.15	July 16-31 2025 Pay Period
5197	08/07/2025	Payroll	1	EFT		3,813.45	July 16-31 2025 Pay Period
5198	08/07/2025	Payroll	1	EFT		1,972.72	July 16-31 2025 Pay Period
5199	08/07/2025	Payroll	1	EFT		1,984.55	July 16-31 2025 Pay Period
5200	08/07/2025	Payroll	1	EFT		2,075.63	July 16-31 2025 Pay Period
5201	08/07/2025	Payroll	1	EFT		2,241.71	July 16-31 2025 Pay Period
5202	08/07/2025	Payroll	1	EFT		1,912.69	July 16-31 2025 Pay Period
5203	08/07/2025	Payroll	1	EFT		2,227.17	July 16-31 2025 Pay Period
5204	08/07/2025	Payroll	1	EFT		1,546.68	July 16-31 2025 Pay Period
5205	08/07/2025	Payroll	1	EFT		1,004.62	July 16-31 2025 Pay Period
5206	08/07/2025	Payroll	1	EFT		1,929.61	July 16-31 2025 Pay Period
5207	08/07/2025	Payroll	1	EFT		1,340.12	July 16-31 2025 Pay Period
5208	08/07/2025	Payroll	1	EFT		1,386.10	July 16-31 2025 Pay Period
5209	08/07/2025	Payroll	1	EFT		1,839.39	July 16-31 2025 Pay Period
5210	08/07/2025	Payroll	1	EFT		3,481.04	July 16-31 2025 Pay Period
5211	08/07/2025	Payroll	1	EFT		2,376.78	July 16-31 2025 Pay Period
5212	08/07/2025	Payroll	1	EFT		2,222.08	July 16-31 2025 Pay Period
5213	08/07/2025	Payroll	1	EFT		3,892.41	July 16-31 2025 Pay Period
5214	08/07/2025	Payroll	1	EFT		3,155.88	July 16-31 2025 Pay Period
5215	08/07/2025	Payroll	1	EFT		2,023.64	July 16-31 2025 Pay Period
5216	08/07/2025	Payroll	1	EFT		574.03	July 16-31 2025 Pay Period
5217	08/07/2025	Payroll	1	EFT		2,061.21	July 16-31 2025 Pay Period
5218	08/07/2025	Payroll	1	EFT		2,413.97	July 16-31 2025 Pay Period
5219	08/07/2025	Payroll	1	EFT		2,799.86	July 16-31 2025 Pay Period
5220	08/07/2025	Payroll	1	EFT		2,809.61	July 16-31 2025 Pay Period
5221	08/07/2025	Payroll	1	EFT		2,076.85	July 16-31 2025 Pay Period

CHECK REGISTER

City Of Selah

Time: 15:11:00 Date: 08/05/2025

08/07/2025 To: 08/07/2025

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
5222	08/07/2025	Payroll	1	EFT		1,850.91	July 16-31 2025 Pay Period
5223	08/07/2025	Payroll	1	EFT		2,779.46	July 16-31 2025 Pay Period
5224	08/07/2025	Payroll	1	EFT		3,157.02	July 16-31 2025 Pay Period
5225	08/07/2025	Payroll	1	EFT		3,041.39	July 16-31 2025 Pay Period
5227	08/07/2025	Payroll	1	EFT		351.38	July 16-31 2025 Pay Period
5228	08/07/2025	Payroll	1	EFT		2,014.88	July 16-31 2025 Pay Period
5229	08/07/2025	Payroll	1	EFT		2,640.70	July 16-31 2025 Pay Period
5230	08/07/2025	Payroll	1	EFT		2,668.95	July 16-31 2025 Pay Period
5231	08/07/2025	Payroll	1	EFT		2,124.08	July 16-31 2025 Pay Period
5232	08/07/2025	Payroll	1	EFT		119.63	July 16-31 2025 Pay Period
5233	08/07/2025	Payroll	1	EFT		405.49	July 16-31 2025 Pay Period
5234	08/07/2025	Payroll	1	EFT		2,107.13	July 16-31 2025 Pay Period
5235	08/07/2025	Payroll	1	EFT		2,285.47	July 16-31 2025 Pay Period
5236	08/07/2025	Payroll	1	EFT		2,533.58	July 16-31 2025 Pay Period
5237	08/07/2025	Payroll	1	EFT		2,532.12	July 16-31 2025 Pay Period
5238	08/07/2025	Payroll	1	EFT		4,221.55	July 16-31 2025 Pay Period
5239	08/07/2025	Payroll	1	EFT		2,117.89	July 16-31 2025 Pay Period
5240	08/07/2025	Payroll	1	EFT		2,793.48	July 16-31 2025 Pay Period
5241	08/07/2025	Payroll	1	EFT		2,142.66	July 16-31 2025 Pay Period
5242	08/07/2025	Payroll	1	EFT		2,051.69	July 16-31 2025 Pay Period
5243	08/07/2025	Payroll	1	EFT		1,993.37	July 16-31 2025 Pay Period
5244	08/07/2025	Payroll	1	EFT		1,256.69	July 16-31 2025 Pay Period
5245	08/07/2025	Payroll	1	EFT		3,688.51	July 16-31 2025 Pay Period
5246	08/07/2025	Payroll	1	EFT		480.91	July 16-31 2025 Pay Period
5247	08/07/2025	Payroll	1	EFT		1,653.23	July 16-31 2025 Pay Period
5248	08/07/2025	Payroll	1	EFT		450.91	July 16-31 2025 Pay Period
5249	08/07/2025	Payroll	1	EFT		3,157.73	July 16-31 2025 Pay Period
5250	08/07/2025	Payroll	1	EFT		448.51	July 16-31 2025 Pay Period
5251	08/07/2025	Payroll	1	EFT		2,802.42	July 16-31 2025 Pay Period
5252	08/07/2025	Payroll	1	EFT		2,831.79	July 16-31 2025 Pay Period
5254	08/07/2025	Payroll	1	EFT		3,065.56	July 16-31 2025 Pay Period
5161	08/07/2025	Payroll	1	86807		295.42	July 1-31 2025 Pay Period
5176	08/07/2025	Payroll	1	86808		101.40	July 16-31 2025 Pay Period
5226	08/07/2025	Payroll	1	86809		362.60	July 16-31 2025 Pay Period
5253	08/07/2025	Payroll	1	86810		76.05	July 16-31 2025 Pay Period

001 General Fund	46,118.58
103 Fire Control	52,054.93
110 City Street	15,467.73
111 Street Improvement	1,063.88
118 Civic Center	2,574.26
119 Transit	2,740.49
121 Tourism	47.53
411 Water	24,022.67
415 Sewer	36,901.74
420 Solid Waste	3,901.83

184,893.64 Payroll: 184,893.64

CHECK REGISTER

City Of Selah

Time: 15:11:00 Date: 08/05/2025

08/07/2025 To: 08/07/2025

Page: 3

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
-------	------	------	--------	-------	----------	--------	------

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

Time: 10:27:17 Date: 08/07/2025

As Of: 08/12/2025

Page: 1

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
5230	08/11/2025	08/12/2025	3362	ALS-PACEM Defense	12,245.83 Less Lethal Launchers
5034	07/28/2025	08/12/2025	1606	Abadan	71.37 AR325982
5166	08/05/2025	08/12/2025	1606	Abadan	39.93 Invoice #AR325981
5190	08/06/2025	08/12/2025	1606	Abadan	91.94 Invoice #AR324964
5045	08/04/2025	08/12/2025	1624	Allplay Systems	298.58 Invoice #2024-071F
5046	08/04/2025	08/12/2025	1627	Amazon Capital Services	14.54 Invoice #1674-HJDL-GVLF
5191	08/06/2025	08/12/2025	1627	Amazon Capital Services	12.93 Invoice #1KFN-TRTC-6JXG
5192	08/06/2025	08/12/2025	1627	Amazon Capital Services	129.95 Invoice #1KRK-19NW-YJR6
5193	08/06/2025	08/12/2025	1627	Amazon Capital Services	-6.41 Invoice #1QPW-TQLK-F33D
5047	08/04/2025	08/12/2025	3231	American First Aid Supply	371.61 Invoice #TR-1805
5194	08/06/2025	08/12/2025	1633	Anatek Labs	917.00 Invoice #2518625, 2518466, 2518462, 2518035
5195	08/06/2025	08/12/2025	1633	Anatek Labs	156.00 Invoice #2518732, 2519068, 2519867, 2520105
5196	08/06/2025	08/12/2025	1658	BSN Sports, Inc.	186.76 Invoice #930260682
5031	07/25/2025	08/12/2025	1663	Basin Disposal Of Yakima, LLC	94,558.57 Invoice #5673720
5041	07/28/2025	08/12/2025	1673	Bill Harris Used Cars Inc	1,874.78 Invoice 35799 Brakes and control arms
5176	08/05/2025	08/12/2025	1675	Binder Lift	1,722.00 Invoice #251618
5188	08/06/2025	08/12/2025	1705	Carbonated Carpet Solutions	400.00 Invoice #7920
5197	08/06/2025	08/12/2025	1706	Card Service Center	1,033.16 Invoice #1918 July 2025
5030	07/24/2025	08/12/2025	1710	Cascade Natural Gas Corp	21.20 Invoice #56122200001 725
5036	07/28/2025	08/12/2025	1710	Cascade Natural Gas Corp	26.04 PD Gas Bill August
5167	08/05/2025	08/12/2025	1710	Cascade Natural Gas Corp	80.85 Invoice #828 222 0000 0 725
5198	08/06/2025	08/12/2025	1710	Cascade Natural Gas Corp	4,490.01 Invoice #60081200002, 22195764331, 13081200001
5048	08/04/2025	08/12/2025	1719	Central Pre-Mix Concrete CO	889.22 Invoice #3983800
5168	08/05/2025	08/12/2025	1724	Centurylink - FD	162.64 Invoice #333827572 725
5169	08/05/2025	08/12/2025	1727	Charter Communications	52.06 Invoice #176781401072125
5225	08/07/2025	08/12/2025	1727	Charter Communications	64.99 Internet
5235	08/07/2025	08/12/2025	1738	Cintas	65.45 Invoice #4238836826
5097	08/04/2025	08/12/2025	1742	City of Selah, Utilities	276.81 Invoice #10120 725
5170	08/05/2025	08/12/2025	1742	City of Selah, Utilities	253.57 Invoice #23350, 23351
5189	08/06/2025	08/12/2025	1742	City of Selah, Utilities	1,380.70 Invoice #27540 725
5199	08/06/2025	08/12/2025	1742	City of Selah, Utilities	32,529.79 Invoice #Utilities July 2025
5234	08/07/2025	08/12/2025	1742	City of Selah, Utilities	168.12 PD Water Bill
5127	08/05/2025	08/12/2025	2412	Columbia Electric Supply	219.13 Invoice #9473-1035643
5049	08/04/2025	08/12/2025	1756	Core & Main LP	1,180.59 Invoice #X267397
5050	08/04/2025	08/12/2025	1756	Core & Main LP	1,951.03 Invoice #X359233
5051	08/04/2025	08/12/2025	1756	Core & Main LP	2,228.15 Invoice #X267373
5128	08/05/2025	08/12/2025	1756	Core & Main LP	-438.40 Invoice #X464999
5200	08/06/2025	08/12/2025	1763	Culligan Yakima	112.68 Invoice #2415373, 2512653
5042	07/29/2025	08/12/2025	2654	Databar	718.63 Invoice #271884
5184	08/06/2025	08/12/2025	2654	Databar	2,985.52 Invoice #271986

ACCOUNTS PAYABLE

City Of Selah

Time: 10:27:17 Date: 08/07/2025

As Of: 08/12/2025

Page: 2

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
5201	08/06/2025	08/12/2025 1819	Edge Construction Supply, Inc.	43.70	Invoice #H04191
5035	07/28/2025	08/12/2025 3301	Electronic Mobile Solutions LLC	356.40	Patrol car Kenwood radio repair.
5131	08/05/2025	08/12/2025 2838	Environmental Resource Assoc	1,666.88	Invoice #119563
5175	08/05/2025	08/12/2025 1858	Frank's Point S	3,112.19	Invoice #1169125
5130	08/05/2025	08/12/2025 3381	Fulcrum Env Consulting, Inc	4,357.15	Invoice #00244274.00-45321
5202	08/06/2025	08/12/2025 1863	GS Long Co, Inc.	-100.00	Invoice #0111608-CM
5203	08/06/2025	08/12/2025 1863	GS Long Co, Inc.	702.90	Invoice #0846637-IN
5052	08/04/2025	08/12/2025 1868	General Pacific, Inc.	5,379.86	Invoice #21221-PE & Final
5053	08/04/2025	08/12/2025 1868	General Pacific, Inc.	901.06	Invoice #1522156
5054	08/04/2025	08/12/2025 1868	General Pacific, Inc.	563.16	Invoice #1523184
5055	08/04/2025	08/12/2025 1883	HD Fowler Company	958.78	Invoice #I7065441
5056	08/04/2025	08/12/2025 1883	HD Fowler Company	388.24	Invoice #I7066262
5057	08/04/2025	08/12/2025 1883	HD Fowler Company	162.88	Invoice #I7067670
5058	08/04/2025	08/12/2025 1883	HD Fowler Company	735.58	Invoice #I7069368
5059	08/04/2025	08/12/2025 1883	HD Fowler Company	118.92	Invoice #I7069377
5060	08/04/2025	08/12/2025 1883	HD Fowler Company	4,134.13	Invoice #I7073231
5061	08/04/2025	08/12/2025 1883	HD Fowler Company	432.52	Invoice #I7073389
5062	08/04/2025	08/12/2025 1883	HD Fowler Company	381.81	Invoice #I7074987
5063	08/04/2025	08/12/2025 1883	HD Fowler Company	1,982.41	Invoice #I7075631
5064	08/04/2025	08/12/2025 1883	HD Fowler Company	432.16	Invoice #I7076129
5065	08/04/2025	08/12/2025 1883	HD Fowler Company	292.89	Invoice #I7076132
5066	08/04/2025	08/12/2025 1883	HD Fowler Company	601.69	Invoice #I7076963
5067	08/04/2025	08/12/2025 1883	HD Fowler Company	851.24	Invoice #I7076966
5068	08/04/2025	08/12/2025 1883	HD Fowler Company	290.87	Invoice #I7079391
5069	08/04/2025	08/12/2025 1883	HD Fowler Company	286.04	Invoice #I7079529
5070	08/04/2025	08/12/2025 1883	HD Fowler Company	1,377.73	Invoice #I7079605
5071	08/04/2025	08/12/2025 1883	HD Fowler Company	203.10	Invoice #I7080604
5204	08/06/2025	08/12/2025 1883	HD Fowler Company	-31.72	Invoice #C645812
5205	08/06/2025	08/12/2025 1894	Helliesen Lumber & Supply	155.13	Invoice #2507-620724
5044	07/31/2025	08/12/2025 1895	Helms Hardware Company	128.32	Invoice #853661
5072	08/04/2025	08/12/2025 1895	Helms Hardware Company	46.73	Invoice #852909
5073	08/04/2025	08/12/2025 1895	Helms Hardware Company	64.96	Invoice #853025
5074	08/04/2025	08/12/2025 1895	Helms Hardware Company	27.97	Invoice #853051
5075	08/04/2025	08/12/2025 1895	Helms Hardware Company	66.04	Invoice #853075
5076	08/04/2025	08/12/2025 1895	Helms Hardware Company	5.59	Invoice #853190
5077	08/04/2025	08/12/2025 1895	Helms Hardware Company	8.76	Invoice #853206
5078	08/04/2025	08/12/2025 1895	Helms Hardware Company	17.69	Invoice #853222
5079	08/04/2025	08/12/2025 1895	Helms Hardware Company	-17.69	Invoice #853223
5080	08/04/2025	08/12/2025 1895	Helms Hardware Company	18.95	Invoice #853224
5081	08/04/2025	08/12/2025 1895	Helms Hardware Company	10.71	Invoice #853240

ACCOUNTS PAYABLE

City Of Selah

Time: 10:27:17 Date: 08/07/2025

As Of: 08/12/2025

Page: 3

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
5082	08/04/2025	08/12/2025 1895	Helms Hardware Company	10.58	Invoice #853289
5083	08/04/2025	08/12/2025 1895	Helms Hardware Company	63.34	Invoice #853327
5084	08/04/2025	08/12/2025 1895	Helms Hardware Company	11.90	Invoice #853328
5085	08/04/2025	08/12/2025 1895	Helms Hardware Company	62.55	Invoice #853345
5086	08/04/2025	08/12/2025 1895	Helms Hardware Company	30.19	Invoice #853346
5087	08/04/2025	08/12/2025 1895	Helms Hardware Company	10.71	Invoice #853374
5088	08/04/2025	08/12/2025 1895	Helms Hardware Company	50.66	Invoice #853376
5089	08/04/2025	08/12/2025 1895	Helms Hardware Company	52.61	Invoice #853378
5090	08/04/2025	08/12/2025 1895	Helms Hardware Company	51.22	Invoice #853404
5091	08/04/2025	08/12/2025 1895	Helms Hardware Company	31.74	Invoice #853406
5092	08/04/2025	08/12/2025 1895	Helms Hardware Company	10.58	Invoice #853416
5093	08/04/2025	08/12/2025 1895	Helms Hardware Company	18.48	Invoice #853425
5100	08/04/2025	08/12/2025 1895	Helms Hardware Company	8.76	Invoice #853214
5132	08/05/2025	08/12/2025 1895	Helms Hardware Company	19.48	Invoice #853448
5133	08/05/2025	08/12/2025 1895	Helms Hardware Company	40.57	Invoice #853475
5134	08/05/2025	08/12/2025 1895	Helms Hardware Company	4.85	Invoice #853489
5135	08/05/2025	08/12/2025 1895	Helms Hardware Company	20.46	Invoice #853519
5136	08/05/2025	08/12/2025 1895	Helms Hardware Company	10.82	Invoice #853574
5137	08/05/2025	08/12/2025 1895	Helms Hardware Company	0.94	Invoice #853592
5138	08/05/2025	08/12/2025 1895	Helms Hardware Company	4.45	Invoice #853733
5139	08/05/2025	08/12/2025 1895	Helms Hardware Company	28.89	Invoice #853789
5140	08/05/2025	08/12/2025 1895	Helms Hardware Company	21.43	Invoice #853799
5141	08/05/2025	08/12/2025 1895	Helms Hardware Company	7.30	Invoice 853830
5142	08/05/2025	08/12/2025 1895	Helms Hardware Company	32.60	Invoice #853927
5143	08/05/2025	08/12/2025 1895	Helms Hardware Company	105.15	Invoice #853965
5144	08/05/2025	08/12/2025 1895	Helms Hardware Company	187.81	Invoice #853977
5145	08/05/2025	08/12/2025 1895	Helms Hardware Company	15.82	Invoice #854080
5146	08/05/2025	08/12/2025 1895	Helms Hardware Company	320.26	Invoice #854119
5147	08/05/2025	08/12/2025 1895	Helms Hardware Company	56.29	Invoice #854120
5148	08/05/2025	08/12/2025 1895	Helms Hardware Company	13.49	Invoice #854215
5171	08/05/2025	08/12/2025 1895	Helms Hardware Company	2.52	Invoice #853311
5149	08/05/2025	08/12/2025 1901	Independent Water Service, Inc.	81.23	Invoice #R240513
5172	08/05/2025	08/12/2025 1916	J & B Medical Supply Inc	1,165.01	Invoice #3353481
5187	08/06/2025	08/12/2025 1916	J & B Medical Supply Inc	11.75	Invoice #3368079
5162	08/05/2025	08/12/2025 1933	Jerry's Pest Service, LLC	158.12	Invoice #11901, 12347
5207	08/06/2025	08/12/2025 3102	K's Coin Laundry	26.56	Invoice #88624
5150	08/05/2025	08/12/2025 1956	KCDA Purchasing Cooperative	571.28	Invoice #300856213
5151	08/05/2025	08/12/2025 1960	Keller Supply Company	62.54	Invoice #S024389333.001
5152	08/05/2025	08/12/2025 1960	Keller Supply Company	486.90	Invoice #S024359865.001
5206	08/06/2025	08/12/2025 1962	Kelley's Tele-Communications	262.15	Invoice #1010612808012025

ACCOUNTS PAYABLE

City Of Selah

Time: 10:27:17 Date: 08/07/2025

As Of: 08/12/2025

Page: 4

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
5228	08/07/2025	08/12/2025	3363	Kodex, Inc.	50.00 Investigation
5038	07/28/2025	08/12/2025	1989	Les Schwab Tires	1,096.62 Brakes on 557 vehicle
5094	08/04/2025	08/12/2025	1989	Les Schwab Tires	1,406.79 Invoice #41800655621
5125	08/05/2025	08/12/2025	1990	Lexipol LLC	8,199.40 2025 Lexipol
5163	08/05/2025	08/12/2025	2639	Lightcurve	360.29 Invoice #100237837 725
5096	08/04/2025	08/12/2025	2008	Margita A. Dornay, Attorney at Law	8,000.00 Invoice #003-July 2025
5185	08/06/2025	08/12/2025	2017	Medstar Cabulance, Inc.	334.43 Invoice #ST 1HJul 2025ADJ
5186	08/06/2025	08/12/2025	2017	Medstar Cabulance, Inc.	14,585.86 Invoice #ST 16-31 July 2025
5153	08/05/2025	08/12/2025	2038	NCL of Wisconsin, Inc.	188.55 Invoice #522368
5229	08/07/2025	08/12/2025	3096	No Nuts Club	150.00 July Rescue
5174	08/05/2025	08/12/2025	2053	O'Reilly Automotive Inc	10.79 Invoice #5631-499307
5209	08/06/2025	08/12/2025	2053	O'Reilly Automotive Inc	33.57 Invoice #5631-100351
5210	08/06/2025	08/12/2025	2053	O'Reilly Automotive Inc	9.94 Invoice #5631-498380
5211	08/06/2025	08/12/2025	2053	O'Reilly Automotive Inc	32.48 Invoice #5631-498676
5154	08/05/2025	08/12/2025	2055	ODP Business Solutions, LLC	27.06 Invoice #432274576001
5155	08/05/2025	08/12/2025	2055	ODP Business Solutions, LLC	52.96 Invoice #432274794001
5173	08/05/2025	08/12/2025	2055	ODP Business Solutions, LLC	212.53 Invoice #432646883001, 432647121001
5227	08/07/2025	08/12/2025	2055	ODP Business Solutions, LLC	226.46 Supplies
5208	08/06/2025	08/12/2025	2059	One Call Concepts	121.68 Invoice #5079108
5095	08/04/2025	08/12/2025	2061	Operation Omni Janitorial Service	5,460.04 Invoice #328891
5156	08/05/2025	08/12/2025	2064	Owen Equipment Company	7,521.71 Invoice #00131320
5157	08/05/2025	08/12/2025	2064	Owen Equipment Company	248.57 Invoice #00131321
5212	08/06/2025	08/12/2025	2064	Owen Equipment Company	439.11 Invoice #00131364
5213	08/06/2025	08/12/2025	2066	Oxarc, Inc.	547.10 Invoice #0062085071
5037	07/28/2025	08/12/2025	2091	Pep Boys Fleet	892.06 New Tires for 541 Patrol Car Invoice 64542072273
5033	07/28/2025	08/12/2025	26242	Peralta, Guillermo & Nikki	63.93 6990.0 - 504 SPEYERS
5158	08/05/2025	08/12/2025	2100	PlayCreation, Inc.	4,463.14 Invoice #2506-12727
5214	08/06/2025	08/12/2025	3340	Price Ford	18.96 Invoice #5501499
5159	08/05/2025	08/12/2025	3287	Quail Electric LLC	21,885.14 Invoice #24067 PE 02 & Final
5177	08/05/2025	08/12/2025	2117	RWC International, LLC	27.08 Invoice #RA104007700:01
5237	08/07/2025	08/12/2025	3386	Ramos, Juliana	250.00 Receipt #1006298.002
5236	08/07/2025	08/12/2025	3385	Rangel, Juan	2,000.00 Receipt #1004173.003 Damage Deposit
5027	07/24/2025	08/12/2025	2125	Regence Blue Shield	181.00 Invoice #150092464 825
5164	08/05/2025	08/12/2025	2135	Ricoh USA, Inc.	130.02 Invoice #5071751508
5043	07/30/2025	08/12/2025	58630	Rogers, Bruce	273.54 5863.0 - 1545 VALHALLA LOOP
5165	08/05/2025	08/12/2025	2144	Roy's Audio-Visual, LLC	487.35 Invoice #3304
5160	08/05/2025	08/12/2025	2146	Russell Landscaping, LLC	390.42 Invoice #11755
5178	08/05/2025	08/12/2025	2161	Sea-Western, Inc.	30.69 Invoice #INVEV11382
5040	07/28/2025	08/12/2025	3024	Secure Court Solutions, LLC	304.00 EHM P-100247
5032	07/25/2025	08/12/2025	2168	Selah Downtown Association	21,038.62 Invoice #7425

ACCOUNTS PAYABLE

City Of Selah

Time: 10:27:17 Date: 08/07/2025

As Of: 08/12/2025

Page: 5

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
5179	08/05/2025	08/12/2025	2194	Six Robblees' Inc.	40.25 Invoice #03P75022
5215	08/06/2025	08/12/2025	2196	Smitty's Outdoor Power Equipment, Inc.	43.84 Invoice #141446
5216	08/06/2025	08/12/2025	2196	Smitty's Outdoor Power Equipment, Inc.	50.33 Invoice #141616
5217	08/06/2025	08/12/2025	2216	Stoneway Electric Company, LB 1506	175.64 Invoice #S104708387.001
5180	08/05/2025	08/12/2025	3382	StormStick Decon	957.31 Invoice #SO-024021
5029	07/24/2025	08/12/2025	2676	Torkelson, Carl	9.42 App #HMR-2025-0002
5226	08/07/2025	08/12/2025	2246	TransUnion Risk & Alternative	81.23 Investigative Tool
5161	08/05/2025	08/12/2025	2264	Valley Athletics	1,261.49 Invoice #62792
5218	08/06/2025	08/12/2025	2268	Valley Septic Services LLC	290.00 Invoice #231298
5181	08/05/2025	08/12/2025	2269	Valvoline Instant Oil Change	58.46 Invoice #44217
5224	08/04/2025	08/12/2025	2269	Valvoline Instant Oil Change	169.52 Oil Changes
5129	08/05/2025	08/12/2025	2301	WA St Dept of Ecology Cashiering Unit	125.00 Invoice #APP 7312025
5098	08/04/2025	08/12/2025	2537	WA State Treasurer	10,166.76 Invoice #72025
5220	08/06/2025	08/12/2025	2308	Washington St Dept of Transportation	4,111.75 Invoice #RE 45 JE5007 L310
5028	07/24/2025	08/12/2025	2332	William Ervin	112.56 Invoice #927320 725
5223	08/04/2025	08/12/2025	2337	Yakima Battery & Auto Electric	171.89 New Battery
5221	08/06/2025	08/12/2025	3383	Yakima Chrysler, Dodge, Jeep, Ram	452.28 Invoice #183328
5126	08/05/2025	08/12/2025	2339	Yakima Cooperative Association	12,836.04 June & July PD Fuel
5222	08/06/2025	08/12/2025	2339	Yakima Cooperative Association	6,420.05 Invoice #157825 July 2025
5183	08/05/2025	08/12/2025	2351	Yakima County Fire District #5	33,323.40 Invoice #21767
5099	08/04/2025	08/12/2025	2354	Yakima County Prosecutor's	136.13 Invoice #72025
5231	08/07/2025	08/12/2025	2360	Yakima Herald Republic	922.25 Invoice #75271
5232	08/07/2025	08/12/2025	2360	Yakima Herald Republic	336.00 Invoice #75368
5233	08/07/2025	08/12/2025	2360	Yakima Herald Republic	61.60 Invoice #510261
5182	08/05/2025	08/12/2025	2378	Yakima Worker Care	72.00 Invoice #49917
5219	08/06/2025	08/12/2025	2378	Yakima Worker Care	175.00 Invoice #49949
Report Total:				373,097.13	

ACCOUNTS PAYABLE

City Of Selah

Time: 10:27:17 Date: 08/07/2025

As Of: 08/12/2025

Page: 6

Accts

Pay # Received

Date Due

Vendor

Amount Memo

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

Payroll Specialist

Finance Director

Subscribed this _____ day of _____, _____

The following voucher/checks are approved for payment:

Voucher/check number _____ through _____ Total \$ _____



Selah City Council

Regular Meeting

AGENDA ITEM SUMMARY

Meeting Date: 8/12/2025

Agenda Number: 10C

Action Item

Title: Resolution Declaring Three Police Vehicles as Surplus and Authorizing their Sale

From: Dustin Soptich, Police Chief

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: No financial outlay; anticipated sale receipts of less than \$10,000.00 per item, and, thus, likely lessor than \$30,000.00 in total.

Funding Source: N/A

Background/Findings/Facts: The Police Department no longer has use for the items specified below, which are former patrol vehicles and one staff member's former City-provided vehicle:

1. 2013 Ford Taurus (VIN: 1FAHP2MK4DG222548);
2. 2015 Ford Explorer (VIN: 1FM5K8AR8FGC67765); and
3. 2006 Ford Expedition (VIN: 1FMPU16516LA61615).

City staff recommends that the City Council declare these items to be surplus, and authorize their sale. To that end, a proposed Resolution is submitted with the instant AIS.

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

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

Date:	Action Taken:

RESOLUTION NO. _____

RESOLUTION DECLARING THREE POLICE DEPARTMENT VEHICLES AS SURPLUS
AND AUTHORIZING THEIR SALE

WHEREAS, the City owns a 2013 Ford Taurus (VIN #1FMAHP2MK4DG222548), a 2015 Ford Explorer (VIN #1FM5K8AR8FGC67765) and a 2006 Ford Expedition (VIN #1FMPU16516LA61615) that the City no longer needs for City operations; and

WHEREAS, in their present condition, such items have only de minimis respective values and are likely worth no more than Ten Thousand Dollars (\$10,000.00) each; and

WHEREAS, City management desires to dispose of the items by having them declared to be surplus and then selling them for their believed respective fair market values; and

WHEREAS, the City Council finds that good cause exists;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON that the 2013 Ford Taurus (VIN #1FMAHP2MK4DG222548), the 2015 Ford Explorer (VIN #1FM5K8AR8FGC67765) and the 2006 Ford Expedition (VIN #1FMPU16516LA61615) are each and all declared to be surplus, and are approved for sale(s) in a reasonable manner without further approval or action by the City Council – with such sale(s) being to any buyer for the maximum price that can be obtained.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 12th day of August, 2025.

Roger Bell, Mayor

ATTEST:

Courtney McGarity, City Clerk

APPROVED AS TO FORM:

Rob Case, City Attorney



Selah City Council

Regular Meeting

AGENDA ITEM SUMMARY

Meeting Date: 8/12/2025

Agenda Number: 10D

Action Item

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

From: Rob Case, City Attorney

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: None

Funding Source: N/A

Background/Findings/Facts: The entity of Explore Your Wild and its owner-operator Jeni Rice have conducted after school programs at the Civic Center since 2023. This has occurred pursuant to successive one-year-in-duration written contracts, each labeled “No-Charge Facility Use Agreement”. They desire to conduct after school programs during the current/forthcoming school year (2025-2026) as well. To enable such, a new No-Charge Facility Use Agreement needs to be signed.

A proposed six-page Agreement is submitted with the instant AIS. Substantively, it is nearly identical to the Agreement from the prior year. The only significant changes are within paragraph 1.d. on pages 1-2, and those are just to more closely pinpoint how many cabinets and how much refrigerator space can be used.

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

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

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

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

RESOLUTION NO. _____

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

WHEREAS, during the 2023-2024 and 2024-2025 school years, the City made a portion of its Civic Center available for use by an independent contractor without charge so that the independent contractor can conduct after school programs that benefit area children and their parents/guardians. This occurred pursuant to successive one-year-in-duration written contracts, each labeled “No-Charge Facility Use Agreement”; and

WHEREAS, the parties desire to renew their relationship for the current/forthcoming 2025-2026 school year; and

WHEREAS, a new six-page “No-Charge Facility Use Agreement” has been prepared, and its terms are acceptable to City staff; and

WHEREAS, the City Council finds that good cause exists;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor be and is authorized to sign the six-page No-Charge Facility Use Agreement in the form appended hereto.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 12th day of August, 2025.

Roger Bell, Mayor

ATTEST:

Courtney McGarity, City Clerk

APPROVED AS TO FORM:

Rob Case, City Attorney

NO-CHARGE FACILITY USE AGREEMENT WITH INDEPENDENT CONTRACTOR

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

1. Use of Premises. City will allow User to possess and use interior and exterior portions of City’s Civic Center building located at 216 South First Street, Selah, WA 98942 (“Premises”), for the purpose of operating after school programs for area school children during the hours of 3:15 p.m. to 5:30 p.m. on days Monday through Friday during the months of August 2025 through June 2026 (“Operation Times”) subject to paragraph 1.e. below.
 - a. After School Programs. Without modifying paragraph 3 below, User acknowledges and agrees that the after school programs will include tutoring, help with homework, and recreational activities.
 - b. Portions of Premises. The specific portions of Premises that User is entitled to use during Operation Times shall be the space designated by the City as the Apple Room. The City hereby requires and User stipulates that any use of any other interior or exterior portion(s) of the Premises during the Operation Times and/or any use of the Apple Room outside of the Operation Times shall occur on a case-by-case basis and must be approved in advance by the Community Services Manager or his/her delegatee. User acknowledges and agrees that it is not being granted, and is not entitled to, an exclusive franchise or the exclusive use of Premises.
 - c. As-Is Condition. User acknowledges and agrees that it has conducted a thorough examination and evaluation of Premises and has made its own assessment as to suitability of Premises for User’s intended usage. User acknowledges and agrees that User will accept and use Premises in its existing as-is condition and without any warranties by City with regard to quality, quantity, kind or condition.
 - d. Facility Use & Cleaning. User acknowledges that the Apple Room, which is part of Premises, is frequently used by other community users and thus will need to be

clean and available for the other users. User agrees that it shall, at the end of each daily use, clean any portion(s) of Premises that User has used; cleaning includes but is not limited to washing tables, returning tables and chairs to their common positions or into storage, and vacuuming. User further agrees to only store items in two designated cabinets in the hallway and two designated cabinets in the small kitchen, and also to only use limited designated shelf space inside the refrigerator in the small kitchen. User further agrees to remove all of Users' items from refrigerator before vacating the Premises each Friday.

- e. Facility Construction. User acknowledges that the City has forewarned User of construction anticipated to take place at, upon and within the Premises during calendar year 2026. User agrees that it will vacate the Premises and find an alternate location to operate during the construction process. City agrees to provide User with written notice in advance of construction commencing.
2. No Fees. City shall not charge any rental fees to User, because the after school programs will benefit residents – both children and their parents/guardians – of the City without the City directly incurring any fees or costs. During Operation Times, User and its guests/participants may make ordinary use of the parking lot stalls at Premises, ordinary use of the restroom facilities at Premises, ordinary consumption of restroom supplies at Premises, ordinary use and consumption of potable water at Premises, and ordinary use and consumption of electricity and heating/cooling, each and all without any corresponding charges or costs. User shall not charge any fees, charges or costs to City, because User will be entitled to retain the enrollment or participation fees (if any) that User charges and collects from participating children and/or their parents/guardians and also the grant funds (if any) and/or third-party-provided funds (if any) that User receives or collects due to its operation of the after school programs.
3. Independent Contractor Relationship. User shall operate as an independent contractor and not, by contrast, as a direct agent or subordinate of City. User shall be exclusively responsible and liable for all decisions, actions and omissions related to or stemming from its actual or intended use of Premises – including but not limited to deciding what types of after school programs to operate, how much (if any) to charge for enrollment or participation fees, how to screen and select participants, how to select and screen employees or agents who oversee and operate the after school programs, or any legal or financial issues or consequences related to or stemming from User's actions or omissions. City shall have no role in planning, organizing or operating the after school programs.

- a. Sufficient Staffing and Supervision. Without modifying paragraph 3 above, User acknowledges and agrees that it must ensure that sufficient staffing levels are always maintained and sufficient supervision of the participating children always occurs.
 - b. Relationship to City Shall be Disclosed. In all communications, including but not limited to solicitation of potential participants and/or staff, User shall plainly and consistently inform and disclose that User is an independent contractor with no formal or legal connection to City and that City has no role in planning, organizing or operating the after school programs.
 - i. Relationship to Selah School District Shall be Disclosed. Similarly, User shall plainly and consistently inform and disclose that the Selah School District also has no formal or legal connection to User or the after school programs, and that the Selah School District has no role in planning, organizing or operating the after school programs.
 - c. Suggestions by City or Selah School District. If City and/or the Selah School District ever provide any suggestions to User with regard to the nature of or operation of the after school programs, User acknowledges and agrees that all suggestions are only suggestions and that all actual decisions are and will be exclusively made by User.
 - d. Transport of Children. User acknowledges and agrees that City shall have no role in transporting participating children or staff to or from Premises.
4. Compliance with Laws. User shall comply with all federal, state and city laws, regulations and rules at all times. User shall be exclusively responsible and liable for ensuring that its employees or agents likewise comply with all laws, regulations and rules.
5. Indemnity. Without necessity of demand by City, User shall hold City harmless, indemnify City and also defend City and all of City's employees, agents and insurers, at User's immediate and ongoing personal expense, via legal counsel of City's choice, from, against and with regard to any claim, lawsuit, administrative action, demand, liability, fine, punishment, enforcement action, vandalism, waste of Premises or property, or other disadvantageous or financially-impactful event or result that in any way is caused by, stems from or relates to User's use of Premises or User's planning, organizing or operating of the after school programs.

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

9. Notices. Any written or electronic notice, demand or communication by a party to another party may be validly sent and made to the following addresses and accounts, and shall be deemed actually received three days after dispatch, sending or mailing:

- a. To City: City of Selah
ATTN: Mayor, City Administrator, Finance Director and City Attorney
City Hall
115 West Naches Avenue
Selah, WA 98942
Email: roger.bell@selahwa.gov
Email: courtney.mcgarity@selahwa.gov
Email: rob.case@selahwa.gov
- b. To User: Explore Your Wild
525 Selah Ridge Drive
Selah, WA 98942-9687
Email: jeni@yakimatutoring.com

Explore Your Wild
P.O. Box 993
Selah, WA 98942-0993
Email: jeni@yakimatutoring.com
- c. To Guarantor: Jeni Rice
525 Selah Ridge Drive
Selah, WA 98942-9687
Email: jeni@yakimatutoring.com

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

10. Guarantor's Personal Guarantee. By signing below on the signature block labeled "Guarantor's Personal Guarantee", Guarantor thereby guarantees – on a personal individual basis and also as a representative of any marital community, committed intimate partnership relation and/or affiliate, subsidiary or insured status – without any limitation or exception the full, faithful and timely performance, satisfaction and discharge by User of all obligations and requirements. Guarantor acknowledges and agrees that all of

Guarantor's personal money and assets, and also all money and assets that Guarantor has any legal interest in or connection to, are subject this guarantee and exposed to liability, lawsuit and seizure.

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

By: _____ Dated: _____
Roger Bell, Mayor
(Following approval by the City Council)

EXPLORE YOUR WILD ("User")

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

GUARANTOR'S PERSONAL GUARANTEE

_____ Dated: _____
JENI RICE



Selah City Council

Regular Meeting

AGENDA ITEM SUMMARY

Meeting Date: 8/12/2025

Agenda Number: 10E

Action Item

Title: Resolution Authorizing the Mayor or Public Works Director to Sign and Submit a Transportation Improvement Board (TIB) Arterial Preservation Program Funding Application (APP) and 2025 APP Application Certification Form, for a South 1st Street Resurfacing Project from Valleyview Avenue to Yakima Avenue

From: Rocky Wallace, Public Works Director

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: \$588,300.00 TIB grant; \$103,900.00 City funds

Funding Source: 111, Street Improvement Fund

Background/Findings/Facts: City staff has identified the need for construction improvements on South 1st Street from Fremont Avenue to Valleyview Avenue. City staff previously applied for and successfully secured a no-match Surface Transportation Block Grant (STBG) from the Washington State Department of Transportation (WSDOT) for a portion of such work. City staff would now like to apply through WSDOT's Transportation Improvement Board (TIB) for additional funds that can be used on such work, specifically via an Arterial Preservation Program (APP) Funding Application.

The project cost is estimated to be \$692,200.00 based on a cost estimate from HLA Engineering and Land Surveying, Inc. The maximum that TIB would contribute would be \$588,300.00, conditioned on the City contributing a 15% match that equates to \$103,900.00. The City will not be notified until December 2025 as to whether its APP Funding Application was successful, and, thus, City staff anticipates requesting that this project be included within the City's forthcoming 2026 budget just in case TIB awards funds to the City.

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

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

Date:	Action Taken:
4/23/2024	Resolution No. 3117 Authorizing the Mayor or Public Works Director to Sign and Submit a Surface Transportation Block Grant (STBG) Application for a

	Roadway Resurfacing Project on First Street From Fremont Avenue to Yakima Avenue and Improvements to the Signalized Intersection at Naches Avenue and First Street
--	--

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE MAYOR OR PUBLIC WORKS DIRECTOR TO SIGN
AND SUBMIT A TRANSPORTATION IMPROVEMENT BOARD (TIB) ARTERIAL
PRESERVATION PROGRAM (APP) FUNDING APPLICATION AND A 2025 APP
APPLICATION CERTIFICATION FORM, FOR A SOUTH 1ST STREET RESURFACING
PROJECT FROM VALLEYVIEW AVENUE TO YAKIMA AVENUE

WHEREAS, City staff desires to submit a Washington State Department of Transportation (WSDOT) Transportation Improvement Board (TIB) Arterial Preservation Program (APP) Funding Application to seek grant funds that can be used to do resurfacing work on 1st Street from Valleyview Avenue to Yakima Avenue; and

WHEREAS, the City's 15% match for the project is estimated to be \$103,900.00, and the total project cost is estimated to be \$692,200.00 based on HLA Engineering & Land Surveying, Inc.'s cost estimate; and

WHEREAS, the City Council finds that good cause exists;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor and/or Public Works Director be and are authorized to sign and submit a TIB APP Funding Application and 2025 APP Application Certification form on behalf of the City.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 12th day of August, 2025.

Roger Bell, Mayor

ATTEST:

Courtney McGarity, City Clerk

APPROVED AS TO FORM:

Rob Case, City Attorney

2025 APP Program (Overlay Project)

APP_2027_W016

TIB Application Certification

Agency

City of Selah

TIB Funds Requested

\$588,300

Project Name

S. First Street Resurfacing Valleyview Ave to Yakima Ave | Valleyview Avenue to Yakima Avenue

Project Funding

Summary	Amount
Total TIB Funds	588,300
Total Local Funds	103,900
Total Project Costs	692,200

Funding Partners	Amount
City of Selah	\$103,900
Total Partner Funding	\$103,900

Application Attachments

Documentation

☒

Detailed street map with segments highlighted

☒

Segment worksheet(s) reviewed and signed by an engineer licensed in Washington State

☐

Letter of commitment from funding partner(s)

☐

Written confirmation from county/WSDOT

☐

Written concurrence from WSDOT if project connects to or crosses a state highway

☒

Roadway Cross Sections for all segments

☒

Project Pictures (7 picture(s) attached.)

Segment Summary

Priority	Street Segment	Truck Route	Treatment Width	Engineering Cost	Contract with Contingency	Total Cost
1	S. First Street Valleyview Avenue to Yakima Avenue	T3+	48	148,400	543,800	692,200
Total				148,400	543,800	692,200

Certification

Certification is hereby given that the information provided is accurate and the applicable attachments are complete and included as part of the application package.

Agency Official Signature

Date Signed

Printed or Typed Name & Title



2025 APP Funding Application

Overlay Project

Agency Name

City of Selah

Project Name

S. First Street Resurfacing Valleyview Ave to Yakima Ave

Project Limits

Valleyview Avenue to Yakima Avenue

Legislative District(s)

15

Congressional District(s)

4

Average Daily Traffic (ADT)

18,511

Agency Contact

Rocky Wallace

Phone Number

(509) 698-7365

Email Address

rocky.wallace@selahwa.gov

Type of Work

Resurfacing

Freight/Goods Route Type

T3

Application Instructions

Break street into segments when there are significant changes in cross section or condition.

Do not combine with or use APP project as match for federally funded project.

Application Attachments

Include the following attachments with your application

	Documentation
☒	Detailed street map with segments highlighted
☒	Segment Unit Costs Certification(s) reviewed and signed by an engineer licensed in Washington State (attach only one .pdf)
☐	Letter of commitment from funding partner(s) (attach only one .pdf)
☒	Gantt Chart Schedule
☐	Written confirmation from county/WSDOT
☐	Written concurrence from WSDOT if project connects to or crosses a state highway
☒	Roadway Cross Sections for all segments (attach only one .pdf)
☒	Project Pictures (7 picture(s) attached.)

Project Schedule

Provide actual completion or target date

Start Design Engineering	02/02/2026
Contract Advertisement	05/12/2026
Contract Award	06/01/2026
Project Completion	08/03/2026

Existing Condition

Provide a description of the existing conditions of the project location.

S. First Street is Selah's main corridor, and this section of roadway is subjected to over 18,000 ADT. With the amount of traffic, S. First Street between Valleyview and Yakima Avenue has deteriorated to the point where the road has ruts in the travel lanes and transverse cracking on the entire length of the proposed project. The existing road conditions are not showing signs of alligator cracking or pavement failure, meaning, resurfacing can prolong the life of this main corridor.

Other Information

Prep work completed by: **Consultant**

Is the work included in a county nor WSDOT Contract? **NO**

Overlay completed by: **Contractor**

Does the project connect to or cross a state highway? **NO**

Total number of ADA ramps required: **10**

Total requested number of ADA ramps funded by TIB: **10**

Is this project part of a larger city paving project? **YES**

If you answered YES to the question above, then describe the city wide paving effort and any additional funding partners in the space below

The City and WSDOT are resurfacing S. First Street from its South City Limits to Valleyview, and from Valleyview to I-82 along Wenas Road with WSDOT funding. The City is also resurfacing S. First Street from Yakima Ave to Fremont Ave with STBG funds.

Will the road be closed during construction? **NO**

If you answered NO to the question above, then describe why the road cannot be closed during construction in the space below

With over 18,000 ADT on this segment of S. First Street it would cause too much congestion to close the road, and with a proper traffic control plan and multiple lanes, traffic can be maneuvered to keep First Street open.

Segment Summary

Priority	Street Segment	Truck Route	Treatment Width	Engineering Cost	Contract with Contingency	Total Cost
1	S. First Street Valleyview Avenue to Yakima Avenue	T3+	48	148,400	543,800	692,200
Total				148,400	543,800	692,200

Project Funding

Total Requested TIB Funds

Maximum TIB Ratio

\$588,300

85%

Phase	Total Project	TIB Funds	Local Funds
Design Engineering	74,200	63,062	11,138
Construction Engineering	74,200	63,062	11,138
Construction Contract	543,800	462,175	81,625
Total	692,200	588,300	103,900
Noneligible Engineering			0
Other Noneligible Costs			0
Total Eligible Cost			692,200
TIB Matching Ratio			85%

Funding Partners

Local funds are correct.

Source	Public or Private	Commitment Letter	Amount	Partner Category
City of Selah	Public	Budgeted	103,900	
			0	
			0	
			0	
Funding Partner Total			103,900	

Segment Summary Estimate

2025 Overlay Project

Street Name

S. First Street

Priority

1

Termini

Valleyview Avenue to Yakima Avenue

Federal Route #

4703

Functional Class

Principal

Truck route

T3+

Length in Feet

1,350

Current Pavement Width

60

Planned Treatment Width

48

Sidewalk Placement

Both Sides

Sidewalk Condition

Fair

Curb Placement

Both Sides

Non-Compliant ADA Ramps

10

Pavement Depth

Unknown

Depth Determined by

DAHP Location

02 13N 18E

Utility Information for Segment

Water

Age: Unknown

Condition: Good

Sewer

Age: Unknown

Condition: Good

Describe the proposed segment work.

Grind 0.17 of existing travel lanes pavement and repave with new HMA, reconstruct non complaint sidewalk ramps to satisfy ADA standards, new traffic loops, and new pavement markings.

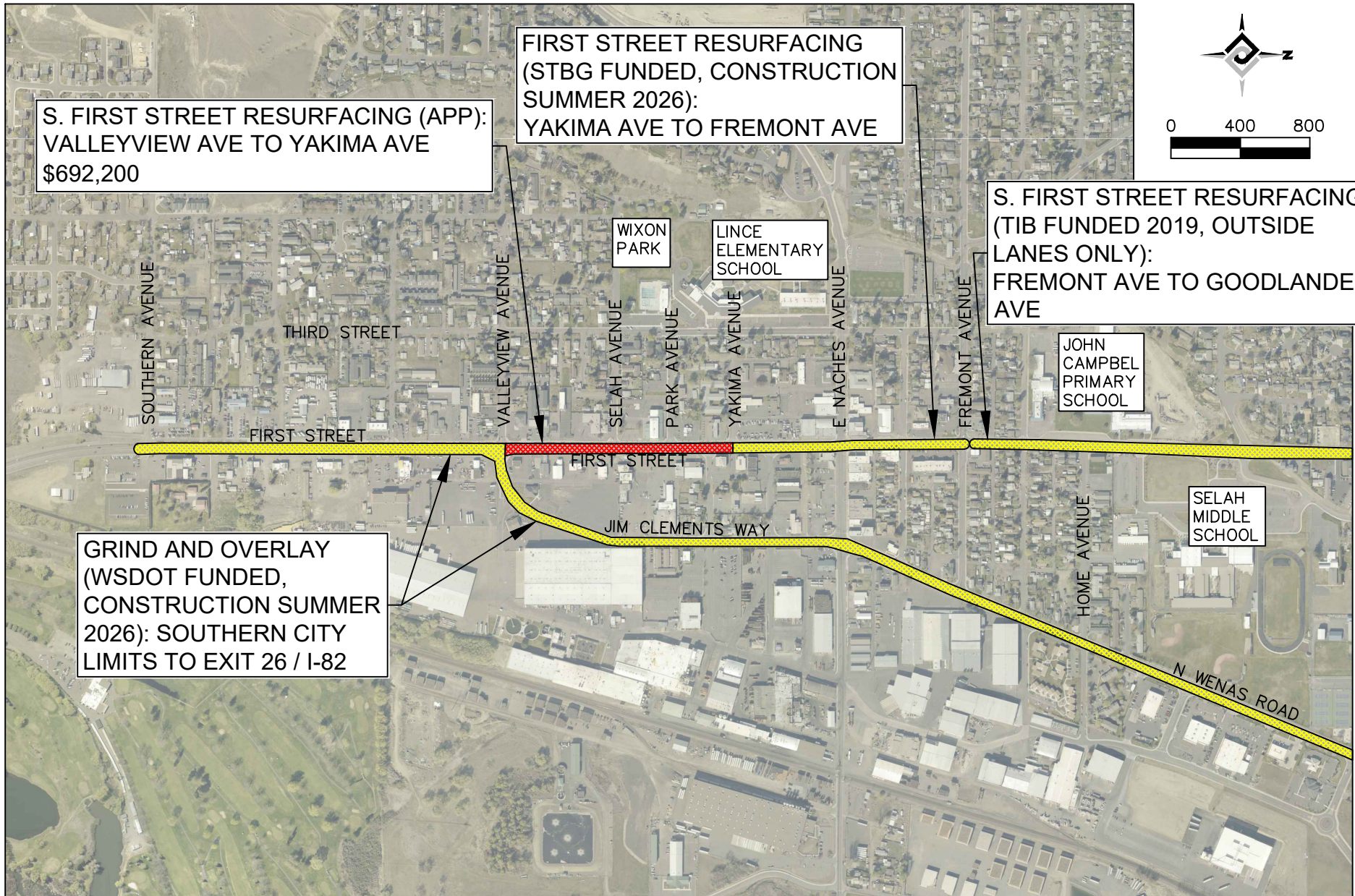
Cost Summary

Design Engr.	Construction Engr.	Contract Cost	Contingency	Total
74,200	74,200	494,400	49,400	692,200

Unit Costs

Item	Description	Units	Quantity	Unit Price	Amount
1	SPCC PLAN	LS	1	1,000.00	1,000.00
2	MOBILIZATION	LS	1	40,000.00	40,000.00
3	PROJECT TEMPORARY TRAFFIC CONTROL	LS	1	80,000.00	80,000.00
4	UNCLASSIFIED EXCAVATION INCL. HAUL	CY	80	120.00	9,600.00
5	CRUSHED SURFACING TOP COURSE	TON	50	100.00	5,000.00
6	PLANING BITUMINOUS PAVEMENT	SY	7500	5.00	37,500.00
7	CRACK SEALING	FA	1	5,000.00	5,000.00
8	PAVEMENT REPAIR EXCAVATION INCL. HAUL	SY	80	50.00	4,000.00
9	HMA CL. 3/8-INCH PG 64H-28	TON	900	120.00	108,000.00
10	HMA CL. 3/8-INCH PG 64H-28 FOR PRELEVELI	TON	80	200.00	16,000.00
11	HMA CL. 3/8-INCH PG 64H-28 FOR PAVEMENT	TON	20	250.00	5,000.00
12	ADJUST MANHOLE	EA	10	1,000.00	10,000.00
13	ADJUST VALVE BOX	EA	7	800.00	5,600.00
14	LANDSCAPE RESTORATION	FA	1	5,000.00	5,000.00

Item	Description	Units	Quantity	Unit Price	Amount
15	CEMENT CONC. TRAFFIC CURB AND GUTTER	LF	250	50.00	12,500.00
16	MONUMENT CASE AND COVER	EA	1	1,000.00	1,000.00
17	CEMENT CONC. SIDEWALK 4-INCH THICK	SY	190	80.00	15,200.00
18	CEMENT CONC. CURB RAMP	EA	10	4,000.00	40,000.00
19	TRAFFIC LOOPS, COMPLETE	LS	1	60,000.00	60,000.00
20	PERMANENT SIGNING	LS	1	4,000.00	4,000.00
21	PAVEMENT MARKINGS	LS	1	30,000.00	30,000.00



P: \PROJECTS\2025\25006\TIB\TIB.DWG



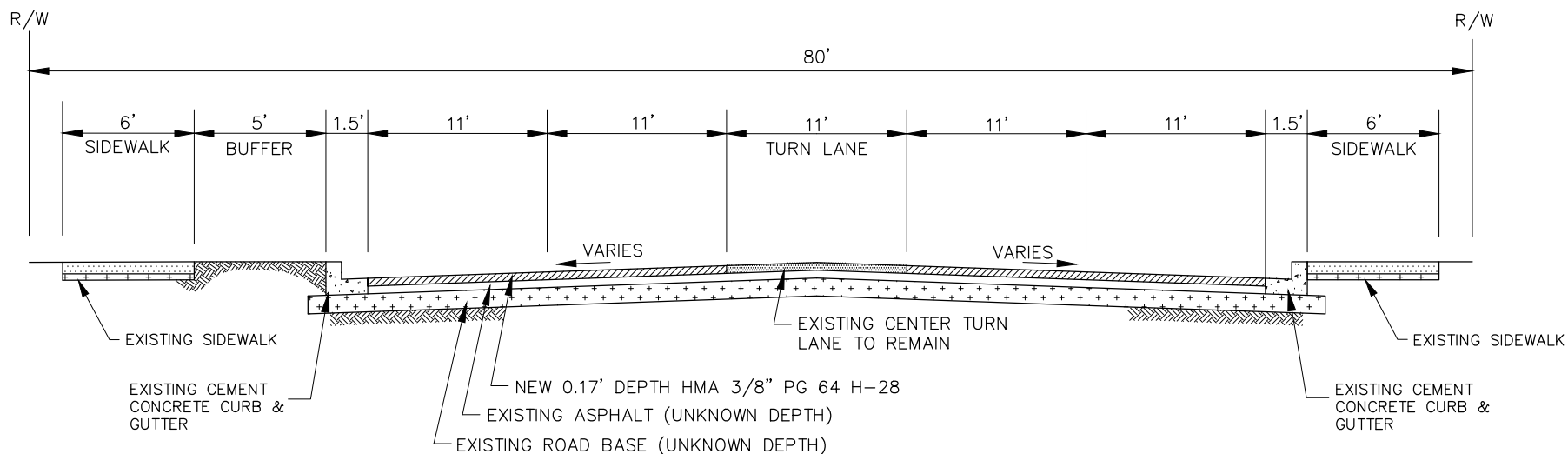
2803 River Road
Yakima, WA 98902
(509) 966-7000
www.hlacivil.com



JOB NUMBER: 25006	DATE: 7-28-25
FILE NAMES: DRAWING: TIB.dwg	
DESIGNED BY:	---
ENTERED BY:	VSB

CITY OF SELAH **S. FIRST STREET RESURFACING** (VALLEYVIEW AVE TO YAKIMA AVE)

VICINITY MAP



S. FIRST STREET TYPICAL ROADWAY SECTION

P:\PROJECTS\2025\25006\TIB\TIB.DWG



2803 River Road
Yakima, WA 98902
(509) 966-7000
www.hlacivil.com



JOB NUMBER: 25006	DATE: 07-17-25
FILE NAMES: DRAWING: TIB.dwg	
DESIGNED BY: ENTERED BY:	--- VSB

CITY OF SELAH
S. FIRST STREET RESURFACING
(VALLEYVIEW AVE TO YAKIMA AVE)

CROSS SECTION

City of Selah
First Street Resurfacing (Valleyview to Yakima)
Project Schedule

[illegible]



Selah City Council

Regular Meeting

AGENDA ITEM SUMMARY

Meeting Date: 8/12/2025

Agenda Number: 10F

Action Item

Title: Resolution Declaring the Water Service Meter Improvements – Equipment Only Project to be Complete and Accepting the Work and Materials

From: Rocky D. Wallace, Public Works Director

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: N/A

Funding Source: N/A for this action (the Project costs were paid from Fund 411, Water Fund)

Background/Findings/Facts: The City contracted with General Pacific, to purchase new water meters for the Water Service Meter Improvements – Equipment Only Project (“Project”). The contractor’s scope of work is finished and all materials have been purchased and received. City staff inspected the materials, and did not notice any defects or deficiencies. The work appears to meet the contract specifications. Thus, City staff recommends that the City Council approve a Resolution that declares the Project to be complete and that accepts the work and materials.

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

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

Date:	Action Taken:
1/9/2024	Resolution No. 3073 declaring used water meter boxes and lids as surplus, and authorizing their disposition and sale.
11/28/2023	Resolution No. 3062 declaring used water service meters as surplus, and authorizing their disposition and sale.
2/28/2023	Resolution No. 2990 authorizing Public Works to Purchase Water Service Meter Materials Related to the City’s Water Service Meter Project
5/10/2022	Resolution No. 2916 authorizing the Mayor to sign a Four-Page software license and professional services agreement with Vision Municipal Solutions, LLC., related to the water service meter improvement project’

4/26/2022	Resolution No. 291 authorizing the Mayor to sign and equipment supply contract between the City of Selah and General Pacific, for the Water Services Meter Improvement Project
10/26/2021	Resolution No. Authorizing the Mayor to Sign "Contract Number: PC22-96103-046" Between the City and the Washington State Public Works Board, in order for the City to Obtain Financing for the City's Contemplated Water Service Meter Improvements Project
10/12/2021	Resolution No. 2871 authorizing the Mayor to sign Task Order No. 2021-10 between the City of Selah and HLA Engineering and Land Surveying, Inc. to provide engineering services for the Water Service Meter Improvements Project.
9/28/2021	Public Works Board Loan Scope Change Request Form Approval
9/28/2021	Scope Change and Loan Amount Request
5/28/2021	Resolution No. 2872 authorizing the Mayor to sign Task Order No. 2021-10 between the City of Selah and HLA Engineering and Land Surveying, Inc. to provide engineering services for the Water Service Meter Improvements Project.

RESOLUTION NO. _____

RESOLUTION DECLARING THE WATER SERVICE METER IMPROVEMENTS
– EQUIPMENT ONLY PROJECT TO BE COMPLETE AND ACCEPTING THE
WORK AND MATERIALS

WHEREAS, the City contracted with General Pacific, to purchase materials and equipment for the Water Service Meter Improvements – Equipment Only Project (“Project”); and

WHEREAS, all materials and equipment have been received; City staff inspected the materials; and no defects or deficiencies were noted; and

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

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Water Service Meter Improvements – Equipment Only Project be and is declared to be complete and that the City accepts the work and materials.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 12th day of August, 2025.

ATTEST:

Roger Bell, Mayor

Courtney McGarity, City Clerk

APPROVED AS TO FORM:

Rob Case, City Attorney



July 17, 2025

City of Selah
115 West Naches Avenue
Selah, WA 98942

Attn: Rocky Wallace
Public Works Director

Re: City of Selah
Water Service Meter Improvements – Equipment Only
HLA Project No.: 21221
Progress Estimate No.: 13 and Final

Dear Rocky:

Enclosed is Progress Estimate No. 13 and Final for equipment provided by General Pacific, through June 30, 2025, in connection with their contract on the above referenced "Equipment Only" project. The amount due to General Pacific is \$5,379.86, per the contract documents.

Submission of Certified Payrolls, Intent to Pay Prevailing Wages, and Affidavit of Wages Paid for General Pacific is not required as the project is to provide "Equipment Only".

We recommend this Progress Estimate be considered and approved by the City of Selah.

This letter also serves as our recommendation to the City that the project be accepted as complete by City Council at the next regularly scheduled meeting. Once the project is accepted as complete, please notify our office and we will proceed with final project closeout.

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

Sincerely,

Justin L. Bellamy, PE

JLB/asr

Enclosures

Copy: Jason Vancleave, General Pacific
Taylor Denny, Angie Ringer (HLA)

CONSTRUCTION PROGRESS ESTIMATE

CITY OF SELAH

WATER SERVICE METER IMPROVEMENTS - EQUIPMENT ONLY

TO: General Pacific
22414 NE Townsend Way
Fairview, OR 97024

HLA PROJECT NO.: 21221
PWB PROJECT NO.: PC22-96103-046
PROGRESS ESTIMATE NO.: 13 and Final
FROM: Apr. 01, 2025 TO: Jun. 30, 2025



BID ITEM NO.	SCH. OF WORK	DESCRIPTION	UNIT	CONTRACT TOTAL (Contract + COs)			TOTAL WORK TO DATE		PREVIOUS PAID		AMOUNT DUE NOW (Total - Previous)		PERCENT CONTRACT COMPLETE
				QTY	UNIT PRICE	COST	QTY	COST	QTY	COST	QTY	COST	
34	D	Bond, Insurance, and Submittals	LS	1	\$ -	\$ -	1	\$ -	1	\$ -	0	\$ -	100%
35	D	Meter Data Collection and Programming Equipment, Hardware, and Software	LS	1	\$ 6,500.00	\$ 6,500.00	1	\$ 6,500.00	1	\$ 6,500.00	0	\$ -	100%
36	D	Onsite Installation Assistance, Software, and Hardware Setup	LS	1	\$ 3,500.00	\$ 3,500.00	0	\$ -	0	\$ -	0	\$ -	0%
37	D	Onsite Training and Instruction to Owner, O&M Documents, and Commissioning Reports	LS	1	\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -	0%
38	D	Three Years of Annual Software and Service Fees	LS	1	\$ 81,186.20	\$ 81,186.20	1	\$ 81,186.20	1	\$ 81,186.20	0	\$ -	100%
39	D	Meter Interface Unit and Thru-the-Lid Installation Accessories	EA	947	\$ 116.00	\$ 109,852.00	1,894	\$ 219,704.00	1,894	\$ 219,704.00	0	\$ -	200%
40	D	Meter Interface Unit and Remote Wall Installation Accessories	EA	5	\$ 116.00	\$ 580.00	10	\$ 1,160.00	10	\$ 1,160.00	0	\$ -	200%
41	D	5/8 x 3/4-Inch Positive Displacement Meter and Register	EA	877	\$ 115.00	\$ 100,855.00	1,754	\$ 201,710.00	1,754	\$ 201,710.00	0	\$ -	200%
42	D	3/4-Inch (Short) Positive Displacement Meter and Register	EA	7	\$ 141.00	\$ 987.00	14	\$ 1,974.00	14	\$ 1,974.00	0	\$ -	200%
43	D	1-Inch Positive Displacement Meter and Register	EA	34	\$ 195.00	\$ 6,630.00	67	\$ 13,065.00	67	\$ 13,065.00	0	\$ -	197%
44	D	1-1/2-Inch Ultrasonic Meter and Register	EA	12	\$ 531.00	\$ 6,372.00	24	\$ 12,744.00	24	\$ 12,744.00	0	\$ -	200%
45	D	2-Inch Ultrasonic Meter and Register	EA	24	\$ 714.00	\$ 17,136.00	47	\$ 33,558.00	47	\$ 33,558.00	0	\$ -	196%
46	D	Type A Meter Box Lid	EA	87	\$ 49.00	\$ 4,263.00	87	\$ 4,263.00	87	\$ 4,263.00	0	\$ -	100%
47	D	Type C Meter Box Lid	EA	274	\$ 51.00	\$ 13,974.00	274	\$ 13,974.00	274	\$ 13,974.00	0	\$ -	100%
48	D	Type E Meter Box Lid	EA	1,336	\$ 84.00	\$ 112,224.00	1,336	\$ 112,224.00	1,336	\$ 112,224.00	0	\$ -	100%
49	D	Type E-XL Meter Box Lid	EA	96	\$ 137.00	\$ 13,152.00	96	\$ 13,152.00	96	\$ 13,152.00	0	\$ -	100%
50	D	Meter Box and Lid for 5/8 x 3/4-Inch through 1-Inch Meter, Complete	EA	327	\$ 127.00	\$ 41,529.00	327	\$ 41,529.00	327	\$ 41,529.00	0	\$ -	100%
51	D	Composite Manhole Frame and Cover Assembly	EA	16	\$ 535.00	\$ 8,560.00	0	\$ -	0	\$ -	0	\$ -	0%
52	D	Vault Retrofit Kit	EA	40	\$ 137.00	\$ 5,480.00	40	\$ 5,480.00	40	\$ 5,480.00	0	\$ -	100%
53	E	Meter Interface Unit and Thru-the-Lid Installation Accessories	EA	947	\$ 121.00	\$ 114,587.00	946	\$ 114,466.00	946	\$ 114,466.00	0	\$ -	100%
54	E	Meter Interface Unit and Remote Wall Installation Accessories	EA	5	\$ 121.00	\$ 605.00	5	\$ 605.00	5	\$ 605.00	0	\$ -	100%
55	E	5/8 x 3/4-Inch Positive Displacement Meter and Register	EA	877	\$ 118.00	\$ 103,486.00	876	\$ 103,368.00	876	\$ 103,368.00	0	\$ -	100%
56	E	3/4-Inch (Short) Positive Displacement Meter and Register	EA	7	\$ 145.00	\$ 1,015.00	6	\$ 870.00	6	\$ 870.00	0	\$ -	86%
57	E	1-Inch Positive Displacement Meter and Register	EA	33	\$ 200.00	\$ 6,600.00	33	\$ 6,600.00	33	\$ 6,600.00	0	\$ -	100%
58	E	1-1/2-Inch Ultrasonic Meter and Register	EA	12	\$ 546.00	\$ 6,552.00	11	\$ 6,006.00	11	\$ 6,006.00	0	\$ -	92%

CONSTRUCTION PROGRESS ESTIMATE
CITY OF SELAH
WATER SERVICE METER IMPROVEMENTS - EQUIPMENT ONLY

TO: General Pacific
 22414 NE Townsend Way
 Fairview, OR 97024

HLA PROJECT NO.: 21221
 PWB PROJECT NO.: PC22-96103-046
 PROGRESS ESTIMATE NO.: 13 and Final
 FROM: Apr. 01, 2025 TO: Jun. 30, 2025



BID ITEM NO.	SCH. OF WORK	DESCRIPTION	UNIT	CONTRACT TOTAL (Contract + COs)			TOTAL WORK TO DATE		PREVIOUS PAID		AMOUNT DUE NOW (Total - Previous)		PERCENT CONTRACT COMPLETE
				QTY	UNIT PRICE	COST	QTY	COST	QTY	COST	QTY	COST	
59	E	2-Inch Ultrasonic Meter and Register	EA	23	\$ 735.00	\$ 16,905.00	23	\$ 16,905.00	23	\$ 16,905.00	0	\$ -	100%
60	F	Meter Interface Unit and Thru-the-Lid Installation Accessories	EA	946	\$ 127.00	\$ 120,142.00	100	\$ 12,700.00	100	\$ 12,700.00	0	\$ -	11%
61	F	Meter Interface Unit and Remote Wall Installation Accessories	EA	5	\$ 127.00	\$ 635.00	0	\$ -	0	\$ -	0	\$ -	0%
62	F	5/8 x 3/4-Inch Positive Displacement Meter and Register	EA	876	\$ 124.00	\$ 108,624.00	142	\$ 17,608.00	100	\$ 12,400.00	42	\$ 5,208.00	16%
63	F	3/4-Inch (Short) Positive Displacement Meter and Register	EA	6	\$ 153.00	\$ 918.00	0	\$ -	0	\$ -	0	\$ -	0%
64	F	1-Inch Positive Displacement Meter and Register	EA	33	\$ 211.00	\$ 6,963.00	0	\$ -	0	\$ -	0	\$ -	0%
65	F	1-1/2-Inch Ultrasonic Meter and Register	EA	11	\$ 574.00	\$ 6,314.00	0	\$ -	0	\$ -	0	\$ -	0%
66	F	2-Inch Ultrasonic Meter and Register	EA	23	\$ 773.00	\$ 17,779.00	0	\$ -	0	\$ -	0	\$ -	0%
67	D	CO1 - Additional Meter Lids	EA	150	\$ 118.00	\$ 17,700.00	150	\$ 17,700.00	150	\$ 17,700.00	0	\$ -	100%
Schedule D Subtotal						\$ 550,480.20	\$ 779,923.20	\$ 779,923.20	\$ -				142%
8.3% Sales Tax - Schedule D						\$ 45,689.86	\$ 64,733.63	\$ 64,733.63	\$ -				
Project Total						\$ 596,170.06	\$ 844,656.83	\$ 844,656.83	\$ -				
Schedule E Subtotal						\$ 249,750.00	\$ 248,820.00	\$ 248,820.00	\$ -				100%
8.3% Sales Tax - Schedule E						\$ 20,729.25	\$ 20,652.06	\$ 20,652.06	\$ -				
SCHEDULE E - TOTAL						\$ 270,479.25	\$ 269,472.06	\$ 269,472.06	\$ -				
Schedule F Subtotal						\$ 261,375.00	\$ 30,308.00	\$ 25,100.00	\$ 5,208.00				12%
8.3% Sales Tax - Schedule F						\$ 21,694.13	\$ 2,515.56	\$ 2,083.30	\$ 432.26				
SCHEDULE F - TOTAL						\$ 283,069.13	\$ 32,823.56	\$ 27,183.30	\$ 5,640.26				
Project Total (Including Sales Tax)						\$ 1,149,718.43	\$ 1,146,952.45	\$ 1,141,312.19	\$ 5,640.26				100%
Retainage Withheld 5%							\$ (52,952.56)	\$ (52,692.16)	\$ (260.40)				
Amount Due Progress Estimate No. 13 and Final							\$ 1,093,999.89	\$ 1,088,620.03	\$ 5,379.86				

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

Justin L. Bellamy, PE

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

General Pacific



Final Contract
Voucher Certification
City of Selah

PROJECT NAME: Water Service Meter Improvements – Equipment Only

PROJECT NUMBER: 21221C

Date Work Physically Completed: June 30, 2025

Final Contract Amount: \$1,146,952.45

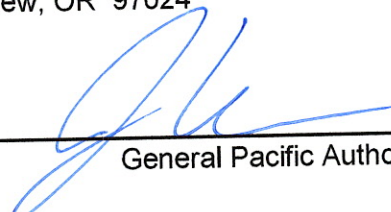
All work on the above referenced project has been completed in accordance with the contract documents and the final inspection has been completed, including all required project documentation.

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

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

Contractor: General Pacific

Address: 22414 NE Townsend Way
Fairview, OR 97024

Authorized Official:  _____
General Pacific Authorized Signature

Date: 7.17.25

Print Name: Jason Vanleave Title: Sales Manager



Selah City Council

Regular Meeting

AGENDA ITEM SUMMARY

Meeting Date: 8/12/2025

Agenda Number: 10G

Action Item

Title: Resolution Authorizing the Mayor to Sign a Washington State Department of Transportation Transit Support Certification Form

From: Rocky Wallace, Public Works Director

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: No outlay; potential receipt of WSDOT Transportation grant monies

Funding Source: N/A

Background/Findings/Facts: The Washington State Department of Transportation is requiring local agencies – such as Selah – to certify – as a condition for future transit grant eligibility – that they have not decreased and are not planning to decrease sales taxes that were approved on or before January 1, 2022.

A one-page Transit Support Certification Form has been prepared by the Washington State Department of Transportation (WSDOT), for use by local agencies in order to make the certification. A copy is submitted with the instant AIS. It contains three simple Yes/No questions.

City staff seeks the City Council's approval for the Mayor sign the Form.

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

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

Date:	Action Taken:

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE MAYOR TO SIGN A WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION TRANSIT AGENCY SUPPORT CERTIFICATION
FORM

WHEREAS, The Washington State Department of Transportation is requiring local agencies – such as Selah – to certify – as a condition for future transit grant eligibility – that they have not decreased and are not planning to decrease sales taxes that were approved on or before January 1, 2022; and

WHEREAS, a one-page Transit Support Certification Form has been prepared by the Washington State Department of Transportation (WSDOT), for use by local agencies in order to make the certification; and

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

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 one-page Transit Support Certification Form in the form appended hereto.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 12th day of August, 2025.

Roger Bell, Mayor

ATTEST:

Courtney McGarity, City Clerk

APPROVED AS TO FORM:

Rob Case, City Attorney



Transit Support Certification Form

Compliance with Transit Support Grant requirements

Complete sections A through C by marking "yes/no" checkmarks on all the certifications below.

Organization Name

City of Selah

Name and Title of Contact Person

Rocky Wallace, Public Works Director

Telephone Number

509-698-7365

Email Address

Rocky.Wallace@Selah.wa.gov

Section A - Sales taxes (RCW 47.66.140(1))

My organization has not decreased AND is not planning to decrease its sales taxes approved on or before Jan. 1, 2022.

☒ Yes

☐ No

Section B - Zero-fare policy (RCW 47.66.140(2))

My organization's zero-fare policy for riders 18 and under for all modes provided by the agency, including paratransit, that WSDOT has on file is up to date.

☒ Yes

☐ No

Section C - Ridership reporting (RCW 47.66.140(3))

My organization collects ridership data in alignment with the legislative intent of Transit Support Grant funds and reports the ridership data in the Summary of Public Transportation.

☒ Yes

☐ No

Certification must be completed by someone authorized or delegated to sign contracts on behalf of your organization.

I hereby certify that, to the best of my knowledge, the provided information is true and accurate.

Print or type name and title

Signature

Date



Selah City Council

Regular Meeting

AGENDA ITEM SUMMARY

Meeting Date: 8/12/2025

Agenda Number: 11A-1

Informational Item

Title: [First Presentation of] Ordinance Updating Provisions of Selah Municipal Code with Regard to Unlawful Parking

From: Rob Case, City Attorney

Action Requested: None today. This is a first presentation under New Business. Final action will be sought at a later date.

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: None by this action

Funding Source: N/A

Background/Findings/Facts: This is a first presentation under New Business. Final action will be sought at a later date.

This is part of the ongoing process of modernizing and revising the Selah Municipal Code (SMC).

At an earlier 2025 Council Meeting, the Councilmembers were informed that City staff – including but not limited to the Police Chief, Fire Chief and Public Works Director – had requested that the provisions of the Selah Municipal Code (SMC) pertaining to parking fines be updated/increased because they had not been increased in many years and because some residents continually park unlawfully while saying or having the attitude of “I’ll just pay the small fine each time”. In addition, the City Attorney informed the Councilmembers that many SMC needed to be rewritten and reorganized.

The initial hope was for the revision to occur prior to July. However, as work progressed, it became apparent that a comprehensive overhaul – rather than just a number of tweaks – was needed. For that reason, the revision was delayed to beyond July.

In addition, the initial working idea was that the revision might occur via a single step – rather than the two-presentation process that the City has been using for Ordinances since 2024 or so. However, due to the delay-beyond-July-due-to-the-necessity-of-a-comprehensive-overhaul reality, the City Attorney has made the decision to instead utilize the two-presentation process.

Today, the first presentation is occurred. Submitted with the instant AIS is a 20-page first draft of a proposed “Ordinance Updating Provisions of Selah Municipal Code with Regard to Unlawful Parking”. No action is asked for, or needed, today. Instead, the Councilmembers are asked to

review the first draft over the ensuing days, and to provide any input that they might have prior to the forthcoming Council Meeting on August 26, 2025. If the Councilmembers have any questions or desire any additions, deletions or changes to the first draft, that can and should be communicated to the City Attorney and/or Mayor. These laws are province of the City Council, but to get the discussion rolling the City Attorney has input his ideas and the ideas he received from City staff into the first draft.

City staff will also be asked to provide any further input that they might have, again prior to August 26th.

The hope is that a final draft of the proposed Ordinance will be ready for a yes-no vote on August 26th, so that the new laws will go into effect not long after the 2025-2026 school year begins.

Recommended Motion: None. Again, this is just a first presentation.

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:

ORDINANCE NO. _____

ORDINANCE UPDATING PROVISIONS OF SELAH MUNICIPAL CODE WITH REGARD
TO UNLAWFUL PARKING

WHEREAS, the provisions of the Selah Municipal Code (SMC) that pertain to unlawful parking, including those that establish civil infraction penalty amounts for unlawful parking, have not been updated in some time; and

WHEREAS, City staff has recommended that numerous provisions of the SMC on such topic be updated, including substantive changes and also non-substantive housekeeping changes; and

WHEREAS, the City Council finds that good cause exists;

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

Section 1. Amendment of SMC Section 8.70.020. That the title and body of SMC section 8.70.020 be and is amended – pursuant to and consistent with the regulatory power conferred on the City via the currently-existing versions of RCW 46.61.570(1)(c)(ii), RCW 46.63.020 (1st ¶), and other law including but not limited to the currently-existing version of Rule 6.2(c) of the Infraction Rules for Courts of Limited Jurisdiction (IRLJ) – to read and provide as shown in the following editing marks (which are included in this Ordinance for ease of reference, but which shall be removed when the codifiers publish the official updated version of SMC section 8.70.020 on the internet):

8.70.020 Parking of any vehicle prohibited at certain locations and on certain
streets.

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

(a) Except temporarily for the purpose or purposes of and while actually
engaged in loading or unloading property, picking up one or more passengers or
discharging one or more passengers, or temporarily when necessary to avoid
conflict with other traffic, or in compliance with law or the instruction of a police
officer or an official traffic-control device, it shall be unlawful for a person to park
or otherwise leave a vehicle, whether occupied or not, upon or within, fully or
partially, at any place where an official sign, multiple official signs, a painted
symbol or multiple painted symbols prohibit parking.

(b) Without negating or lessening the scope or effect of subsection (a), the city
shall erect and replace when necessary official signage or painted symbols
prohibiting the parking of vehicles upon or within, fully or partially, the following
streets and locations:

(1) First Street, North and South, either side;

- (2) Wenas Road, north of Naches Avenue, either side;
- (3) East and West Fremont Avenues, from North Wenas Road to North 14th Street, both sides;
- ~~(4)~~ ~~(A)~~ Fremont Avenue, between North 14th Street and North 16th Street, north side;
- ~~(4)~~~~(5)~~ Bartlett Avenue, north side, between First and Third Streets;
- ~~(5)~~~~(6)~~ Third Street, west side, north of Bartlett Avenue;
- ~~(6)~~~~(7)~~ Third Street, west side, Naches Avenue to Park Avenue;
- ~~(7)~~~~(8)~~ Third Street, west side, Selah Avenue to Valleyview Avenue;
- ~~(8)~~~~(9)~~ Fourth Street, either side, Naches Avenue to Fremont Avenue;
- ~~(9)~~~~(10)~~ Fifth Street, west side, Riverview to Pleasant Avenue;
- ~~(10)~~~~(11)~~ Naches Avenue, south side, Third to Fourth Street;
- ~~(11)~~~~(12)~~ Pear Avenue, north side, North Tenth to North Eleventh Street;
- ~~(12)~~~~(13)~~ Eleventh Street, east side, Fremont to Speyers Road;
- ~~(13)~~~~(14)~~ Speyers Road, south side, Eleventh to Thirteenth;
- ~~(14)~~~~(15)~~ East Goodlander, south side, North Park Drive east to the end of the pavement;
- ~~(15)~~~~(16)~~ South Park Drive, both sides, and North Park Drive, entirety of west side and portions of east side, all south of East Goodlander;
- ~~(16)~~~~(17)~~ West Yakima Avenue, both sides, west of 16th Street;
- ~~(17)~~~~(18)~~ 16th Street, both sides, West Yakima Avenue to Cedar Lane;
- ~~(18)~~~~(19)~~ North Fourth Street, both sides, 100 feet north of West Fremont Avenue;
- ~~(19)~~~~(20)~~ East side of North Third Street from Fremont to Bartlett;
- ~~(20)~~~~(21)~~ Larson Drive, both sides, from North Wenas Road to South Park Drive;
- ~~(21)~~~~(22)~~ East Goodlander Road, both sides, from North First Street to North Wenas Road;
- ~~(22)~~~~(23)~~ Dwinell Drive, both sides;
- ~~(23)~~~~(24)~~ Third Street, east side, between Naches Avenue and Selah Avenue;
- ~~(24)~~~~(25)~~ Bartlett Avenue, south side, between First Street and Third;
- ~~(25)~~~~(26)~~ Friday Point Place, both sides;
- ~~(26)~~~~(27)~~ West Goodlander, both sides, from North First Street to Lander Road;
- ~~(27)~~~~(28)~~ Third Street, both sides, from Valleyview Avenue to Southern Avenue;
- ~~(28)~~~~(29)~~ Test Drive Lane, both sides, from Eleventh Avenue south to the terminus of Test Drive Lane.

(c) Any person or entity who violates subsection (a) shall be liable for a civil infraction and shall owe a monetary penalty not exceeding two hundred fifty dollars per each 24-hour occurrence or portion thereof, exclusive of any applicable statutory assessments and court fees; provided however, that conduct that constitutes a criminal traffic offense may be charged as such and if so shall be subject to the maximum penalties allowed for such offense.

8.70.025 Parking time for any vehicle limited at certain locations and on certain streets.

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

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

(b) Any person or entity who violates subsection (a) shall be liable for a civil infraction and shall owe a monetary penalty not exceeding two hundred fifty dollars per each 24-hour occurrence or portion thereof, exclusive of any applicable statutory assessments and court fees; provided however, that conduct that constitutes a criminal traffic offense may be charged as such and if so shall be subject to the maximum penalties allowed for such offense.

[illegible]

8.70.030 Parking of certain vehicle types (e.g., motorhomes) prohibited at certain locations and on certain streets.

- (1) Naches Avenue, south side, First Street to Wenas Road; and
- (2) Freemont Avenue, north side, First Street to Third Street.

(b) Any person or entity who violates subsection (a) shall be liable for a civil infraction and shall owe a monetary penalty not exceeding two hundred fifty dollars per each 24-hour occurrence or portion thereof, exclusive of any applicable statutory assessments and court fees; provided however, that conduct that constitutes a criminal traffic offense may be charged as such and if so shall be subject to the maximum penalties allowed for such offense.

///

Section 6. Amendment of SMC Section 8.70.035. That the title and body of SMC section 8.70.035 be and is amended – pursuant to and consistent with the regulatory power conferred on the City via the currently-existing versions of RCW 46.61.570(1)(c)(ii), RCW 46.19.050(4)&(6), and other law including but not limited to the currently-existing version of Rule 6.2(c) of the Infraction Rules for Courts of Limited Jurisdiction (IRLJ) – to read and provide as shown in the following editing marks (which are included in this Ordinance for ease of reference, but which shall be removed when the codifiers publish the official updated version of SMC section 8.70.035 on the internet):

8.70.035 ~~Infraction to park in handicapped parking place without special permit.~~Illegal parking in space, on private property or public property, that is reserved for persons with physical disabilities – lack of placard or special license plate, or failure to fully display placard or special license plate.

~~It is a traffic infraction, with a monetary penalty of fifty dollars, for any person to park a vehicle in a parking place provided on private property without charge or on public property reserved for physically disabled persons without a special license plate, card, or decal specifically allowing the driver of the vehicle to park in a handicapped parking place. If a person is charged with a violation, the person shall not be determined to have committed an infraction if the person produces in court or before the court appearance a special license plate, card or decal required under this section or demonstrates that the person was entitled to the special license plate, card or decal.~~

(a) It is a parking infraction for any person or entity to park or otherwise leave a vehicle, fully or partially, within or upon a parking stall, space or place – whether located on private property and available for use without charge, or on public property – when such stall, space or place is reserved for use by persons with physical disabilities, when official signage or painted symbols provide notice that it is so reserved, and when the person or entity does not possess a valid placard or special license plate, issued under RCW Chapter 46.19 or any future statute following any amendment, addition or recodification that the state government enacts or effectuates, that gives the person or entity the right to use the stall, space or place.

(i) If a person or entity is charged with a violation of subsection (a), the person or entity will not be determined to have committed a violation if the person or entity establishes – prior to the court appearance – that the person or entity operating the vehicle or being transported in the vehicle had, at the time of operation or transport, a valid placard, special license plate, or special year tab issued under and as required under RCW Chapter 46.19 or any future statute following any amendment, addition or recodification that the state government enacts or effectuates. The person or entity must sign a statement under penalty of perjury that the placard, special license plate, or special year tab was valid at the time of operation or transport, and that it was issued under and as required under RCW Chapter 46.19 or any future

(b) It is a parking infraction for any person or entity to fail to fully display a placard or special license plate issued under RCW Chapter 46.19 while a vehicle under the person's or entity's control is parked, fully or partially, within or upon a parking stall, space or place – whether located on private property and available for use without charge, or on public property – when such stall, space or place is reserved for use by persons with physical disabilities.

(ii) If a person or entity is charged with a violation of subsection (b), the person or entity will not be determined to have committed a violation if the person or entity produces in court or before the court appearance a valid identification card issued to the person or entity under RCW 46.19.010 or any future statute following any amendment, addition or recodification that the state government enacts or effectuates.

(c) Any person or entity who violates subsection (a) or (b) shall be liable for a civil infraction and shall owe a monetary penalty not exceeding two hundred fifty dollars per each 24-hour occurrence or portion thereof, exclusive of any applicable statutory assessments and court fees; provided however, that conduct that constitutes a criminal traffic offense may be charged as such and if so shall be subject to the maximum penalties allowed for such offense.

(d) As of the enactment of this section, the applicable state statutory assessment for any violation of subsection (a) or (b) is two hundred dollars per occurrence, according to the then-existing version of RCW 46.19.050(4)&(6). If a different applicable state statutory assessment is subsequently established, it shall be applicable.

///
///
///
///
///
///
///
///
///
///

Section 8. Amendment of SMC Section 8.70.050. That the title and body of SMC section 8.70.050 be and is amended – pursuant to and consistent with the regulatory power conferred on the City via the currently-existing versions of RCW 46.61.570(1)(c)(ii), RCW 46.63.020 (1st ¶), and other law including but not limited to the currently-existing version of Rule 6.2(c) of the Infraction Rules for Courts of Limited Jurisdiction (IRLJ) – to read and provide as shown in the following editing marks (which are included in this Ordinance for ease of reference, but which shall be removed when the codifiers publish the official updated version of SMC section 8.70.050 on the internet):

8.70.050 ~~Special designated parking.~~Illegal parking in specially designated stalls.

(a) ~~When signs are erected giving~~When official signage or painted symbols give notice thereof, no person or entity shall park or otherwise leave a vehicle, fully or partially, within or upon a special designated parking stall, space or stallsplace. ~~Special designated parking stalls are approved only by the Selah city council through modification of Section 8.07.050 which will list those parking spaces so designated. The approved special designated parking stalls are: None.~~Only the city council, via an ordinance, may create a specially designated parking stall, space or place, and any that are created shall be listed within sub-subsection (i) below.

(i) The list of specially designated parking stalls, spaces and places is as follows:

(A) all parking stalls, spaces and places located at the police station property upon either Yakima County Assessor's Parcel number 181301-23404, 181301-23405 or 181301-23406 are reserved for exclusive use, during all hours of the day, for: (1) city employees and agents, who shall have first priority of usage; (2) employees, invitees and customers of the business lawfully conducted upon parcel number 181301-23404, who shall have second priority of usage; and (3) members of the public while they are temporarily conducting business within the police department, who shall have third priority of usage;

(B) all parking stalls, spaces and places located behind (to the north) of city hall upon either Yakima County Assessor's Parcel number 181435-41404 or number 181435-41405 are reserved for exclusive use, during business hours, for: (1) city employees and agents, who shall have first priority of usage; and (2) members of the public while they are temporarily conducting business within city hall, who shall have second priority of usage;

(C) all parking stalls, spaces and places located upon any property where a city fire department building exists are reserved for exclusive use, at all hours of the day, for: (1) city employees and agents, who shall have first priority of usage; and (2) members of

(D) all parking stalls, spaces and places located within the parking lot in front (to the east) of the public works building upon Yakima County Assessor's Parcel number 181436-34018 are reserved for exclusive use, during all hours of the day, for: (1) city employees and agents, who shall have first priority of usage; and (2) members of the public while they are temporarily conducting business within city hall, who shall have second priority of usage; and

(b) Any person or entity who violates subsection (a) shall be liable for a civil infraction and shall owe a monetary penalty not exceeding two hundred fifty dollars per each 24-hour occurrence or portion thereof, exclusive of any applicable statutory assessments and court fees; provided however, that conduct that constitutes a criminal traffic offense may be charged as such and if so shall be subject to the maximum penalties allowed for such offense.

Ordinance No. _____
Page 10 of 20

Section 9. Amendment of SMC Section 8.70.055. That the title and body of SMC section 8.70.055 be and is amended – pursuant to and consistent with the regulatory power conferred on the City via the currently-existing versions of RCW 46.61.570(1)(c)(ii), RCW 46.63.020 (1st ¶), and other law including but not limited to the currently-existing version of Rule 6.2(c) of the Infraction Rules for Courts of Limited Jurisdiction (IRLJ) – to read and provide as shown in the following editing marks (which are included in this Ordinance for ease of reference, but which shall be removed when the codifiers publish the official updated version of SMC section 8.70.055 on the internet):

8.70.055 Parking stalls-Illegal parking in restricted use parking stalls (i.e., stalls for midsize vehicles, compact vehicles, motorcycles, and for electric vehicles).

When signs are erected giving notice thereof, the following acts are prohibited:

(1) — No person shall park a motor vehicle in excess of eighteen feet in length anywhere in the city if a sign is erected restricting the parking stall to “midsize cars.”

(2) — No person shall park a motor vehicle in excess of sixteen feet in length anywhere in the city if a sign is erected restricting the parking stall to “compact cars.”

(3) — No person shall park any motor vehicle, other than a motorcycle, in any parking stall restricted to motorcycle parking only.

(4) — Any person violating any provisions of this section is guilty of a civil infraction and upon conviction shall be punished by a fine not to exceed fifty dollars for each twenty-four hour period that the parking infraction occurs.

(a) — When official signage or painted symbols give notice thereof, no person or entity shall park or otherwise leave a vehicle that exceeds eighteen feet in length so as to be, fully or partially, within or upon a parking stall, space or place that is restricted to “midsize” vehicles.

(b) — When official signage or painted symbols give notice thereof, no person or entity shall park or otherwise leave a vehicle that exceeds sixteen feet in length so as to be, fully or partially, within or upon a parking stall, space or place that is restricted to “compact” vehicles.

(c) — When official signage or painted symbols give notice thereof, no person or entity shall park or otherwise leave any vehicle other than a vehicle that qualifies as a motorcycle for parking purposes so as to be, fully or partially, within or upon a parking stall, space or place that is restricted to “motorcycle” vehicles.

(d) — When official signage or painted symbols give notice thereof, no person or entity shall park or otherwise leave any non-electric vehicle so as to be, fully or partially, within or upon a parking stall, space or place that is restricted to electric vehicles.

(e) — Any person or entity who violates subsection (a), (b), (c) or (d) shall be liable for a civil infraction and shall owe a monetary penalty not exceeding two hundred fifty dollars per each 24-hour occurrence or portion thereof, exclusive of any applicable statutory assessments and court fees; provided however, that conduct that constitutes a criminal traffic offense may be charged as such and if so shall be subject to the maximum penalties allowed for such offense.

Ordinance No. _____
Page 12 of 20

8.71.005 Cross-Reference to Parking Restrictions Related to the City's Model
Traffic Ordinance

///

8.71.007 Illegal parking in fire lanes, blocking fire access or at a location exclusively intended for government use.

(b) Any person or entity who violates subsection (a) shall be liable for a civil infraction and shall owe a monetary penalty not exceeding two hundred fifty dollars per each 24-hour occurrence or portion thereof, exclusive of any applicable statutory assessments and court fees; provided however, that conduct that constitutes a criminal traffic offense may be charged as such and if so shall be subject to the maximum penalties allowed for such offense.

Ordinance No. _____
Page 14 of 20

Section 14. Amendment of SMC Section 8.71.010. That the title and body of SMC section 8.71.010 be and is amended – pursuant to and consistent with the regulatory power conferred on the City via the currently-existing versions of RCW 46.61.570(1)(c)(ii), RCW 46.63.020 (1st ¶), and other law including but not limited to the currently-existing version of Rule 6.2(c) of the Infraction Rules for Courts of Limited Jurisdiction (IRLJ) – to read and provide as shown in the following editing marks (which are included in this Ordinance for ease of reference, but which shall be removed when the codifiers publish the official updated version of SMC section 8.71.010 on the internet):

8.71.010 ~~Overnight parking prohibited in residential areas.~~Overnight parking restrictions for residential zones.

~~It is unlawful to park or otherwise leave overnight on any public right-of-way, the following items: (a) all types of trailers designed to be drawn by a motor vehicle; (b) buses and trucks used for commercial purposes in whole or in part, excluding pickup or panel trucks of one ton or less rated capacity, and excluding those vehicles involved in the expeditious loading and unloading of articles and materials or on regular service calls; (c) farm and associated agricultural implement machinery, trailers and vehicles; (d) recreational vehicles, to include but not limited to, motor homes, travel trailers, and boats of any size.~~

(a) Whether or not official signage or painted sybmols are present to provide notice, it is a parking infraction for any person or entity to park or otherwise leave a vehicle overnight so as to be, fully or partially, within or upon any public right-of-way – including but not limited to on a street adjacent to such person’s or entity’s real property – within a residential zone if such vehicle is a:

- (i) bus;
- (ii) motorhome, or camper van that exceeds eighteen feet in length;
- (iii) trailer;
- (iv) boat or watercraft;
- (v) airplane or aircraft;
- (vi) used or designed for use, in whole or in part, for commercial or business purposes; unless the vehicle is a car, pickup truck or panel truck not exceeding a one-ton capacity rating, and, in such case, no person or entity may park or leave more than two commercial or business vehicles within or upon a public-right-way overnight;
- (vii) recreational vehicle that does not meet the definition of “Wheeled all-terrain vehicle” set forth within SMC section 8.77.010; or
- (viii) used or designed for use, in whole or in part, for construction, industrial, mining or forestry purposes.

(b) Any person or entity who violates subsection (a) shall be liable for a civil infraction and shall owe a monetary penalty not exceeding two hundred fifty dollars per each 24-hour occurrence or portion thereof, exclusive of any applicable statutory assessments and court fees; provided however, that conduct that constitutes a criminal traffic offense may be charged as such and if so shall be subject to the maximum penalties allowed for such offense.

///
///
///
///
///
///
///
///
///
///

(a) Whether or not official signage or painted symbols are present to provide notice, it is a parking infraction for any person or entity to park or otherwise leave a non-commercial vehicle or vehicle combination that exceeds twenty feet in length so as to be, fully or partially, within or upon any public right-of-way – including but not limited to on a street adjacent to such person’s or entity’s real property – during daylight hours for any period exceeding one hour in duration except when in use for the expeditious loading or unloading of articles, materials or people.

(c) Any person or entity who violates subsection (a) or (b) shall be liable for a civil infraction and shall owe a monetary penalty not exceeding two hundred fifty dollars per each occurrence during any 24-hour period or portion thereof, exclusive of any applicable statutory assessments and court fees; provided however, that conduct that constitutes a criminal traffic offense may be charged as such and if so shall be subject to the maximum penalties allowed for such offense.

Section 16. Amendment of SMC Section 8.71.020. That the title and body of SMC section 8.71.020 be and is amended – pursuant to and consistent with the regulatory power conferred on the City via the currently-existing versions of RCW 46.61.570(1)(c)(ii), RCW 46.63.020 (1st ¶), and other law including but not limited to the currently-existing version of Rule 6.2(c) of the Infraction Rules for Courts of Limited Jurisdiction (IRLJ) – to read and provide as shown in the following editing marks (which are included in this Ordinance for ease of reference, but which shall be removed when the codifiers publish the official updated version of SMC section 8.71.020 on the internet):

8.71.020 ~~Parking nuisance prohibited.~~Parking that constitutes a nuisance is prohibited in all zones.

~~It is unlawful to park or otherwise leave on any street in any zoning district within the city all types of vehicles, including recreation, which are parked in such a way as to constitute a traffic hazard or a public nuisance defined as violating any of the provisions of RCW 46.61.570, as determined by investigation of a city of Selah police officer. It is not necessary that restricted parking or other traffic signs be erected for the purpose of enforcing this section.~~

(a) Whether or not official signage or painted sybmols are present to provide notice, it is a parking infraction for any person or entity to park or otherwise leave a vehicle, fully or partially, within or upon any public right-of-way – including but not limited to on a street adjacent to such person’s or entity’s real property – within any zone if such vehicle parked or situated in such as a way as to constitute, or if the physical characteristics of such vehicle constitute, a nuisance because:

(i) the vehicle’s location or characteristics violate a provision of the SMC, including but not limited to those set forth within SMC section 6.75.060(d)&(e) or SMC Chapter 8.80;

(ii) the vehicle’s location or characteristics violate a provision of RCW Title 46 as it presently exists or is later amended, which RCW Title is hereby adopted by reference and incorporated within this section of the SMC; or

(iii) the vehicle’s location or characteristics violate a provision of RCW Chapter 7.48 as it presently exists or is later amended, which RCW Chapter is hereby adopted by reference and incorporated within this section of the SMC.

(b) Any person or entity who violates subsection (a) shall be liable for a civil infraction and shall owe a monetary penalty not exceeding two hundred fifty dollars per each 24-hour occurrence or portion thereof, exclusive of any applicable statutory assessments and court fees; provided however, that conduct that constitutes a criminal traffic offense may be charged as such and if so shall be subject to the maximum penalties allowed for such offense.

///
///
///

Ordinance No. _____
Page 19 of 20

Section 18. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 19. Corrections. The City Attorney and the codifiers of the SMC are authorized to make any necessary or desirable clerical or formatting changes – including but not limited to correcting scrivener errors; changing formatting; eliminating bold, italic and underscore emphasis; changing numbering; and correcting references – when publishing or republishing the official text of any section(s), chapter(s), title(s) or other portion(s) of the SMC due to any amendment, addition, alteration, change, impact or enactment effectuated by this Ordinance.

Section 20. Publishing & Effective Date. Consistent with RCW 35A.12.130 (3rd ¶) and .160 (1st and 2nd ¶¶), this Ordinance or a summary of it shall be published at least once in the City’s official newspaper prior to the Ordinance taking effect.

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

Roger Bell, Mayor

ATTEST:

Courtney McGarity, City Clerk

APPROVED AS TO FORM:

Rob Case, City Attorney



Selah City Council

Regular Meeting

AGENDA ITEM SUMMARY

Meeting Date: 8/12/2025

Agenda Number: 12A

Action Item

Title: Open-Record Public Hearing to Receive Public Input Regarding the Potential Adoption of the “Selah Transit Development Plan 2025-2031 and 2024 Annual Report”

From: Rocky Wallace, Public Works Director

Action Requested: Public Hearing - Open Record

Staff Recommendation: Conduct a Public Hearing.

Board/Commission Recommendation: N/A

Fiscal Impact: N/A

Funding Source: N/A

Background/Findings/Facts: As part of the annual process of updating the City’s transit plan, the City Council must hold an open public hearing to receive public input, if any, via oral testimony and/or submission of written comments regarding the potential adoption of the “Selah Transit Development Plan 2025-2031 and 2024 Annual Report”.

Recommended Language for Use by Mayor: We will now open the public hearing. Does anyone present desire to present testimony regarding the potential adoption of the “Selah Transit Development Plan 2025-2031 and 2024 Annual Report”? Courtney, did we receive any written comments on this Plan?

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

Date:	Action Taken:
7/26/2025	Notice of Public Hearing the “Selah Transit Development Plan” for the Six Year Plan 2025-2031



Selah Transit Development Plan 2025-2031 and 2024 Annual Report

**Selah Transit
Operated by Medstar Transportation
1904 Fruitvale Blvd
Yakima, WA 98902
(509) 248-2004**

Public Hearing

Adopted by the City of Selah Council

Submitted to WSDOT

Acknowledgments:

**City of Selah
Roger Bell- Mayor
Rocky Wallace- Public Works Director
Kimberly Grimm- Finance Director**

Prepared by:

**Medstar Transportation
1904 Fruitvale Blvd, Yakima, WA 98902**

Table of Contents

Section 1: Introduction	3
Section 2: History	3
Section 3: Location	3
Section 4: Organization	4
Section 5: Physical Plant	5
Section 6: Service Characteristics	5
Section 7: Service Connections	6
Section 8: Service Development & Improvements	6
Section 9: Selah Transit Development Plan & WSDOT - Operating & Investment Guidelines:	6
Section 10: Plan Assumptions	7
Section 11: Operating Data 2024 Actual - 2025 – 2031 Estimated	11
Section 13: List of Equipment	13
Section 13: Route Maps, Schedules, and Rules	15

Section 1: Introduction

The Transportation Development Plan 2025 - 2031 provides updated information and forecasts to the Washington State Department of Transportation on Selah Transit's current components and accomplishments as well as proposed action strategies for 2025 - 2031.

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

Section 2: History

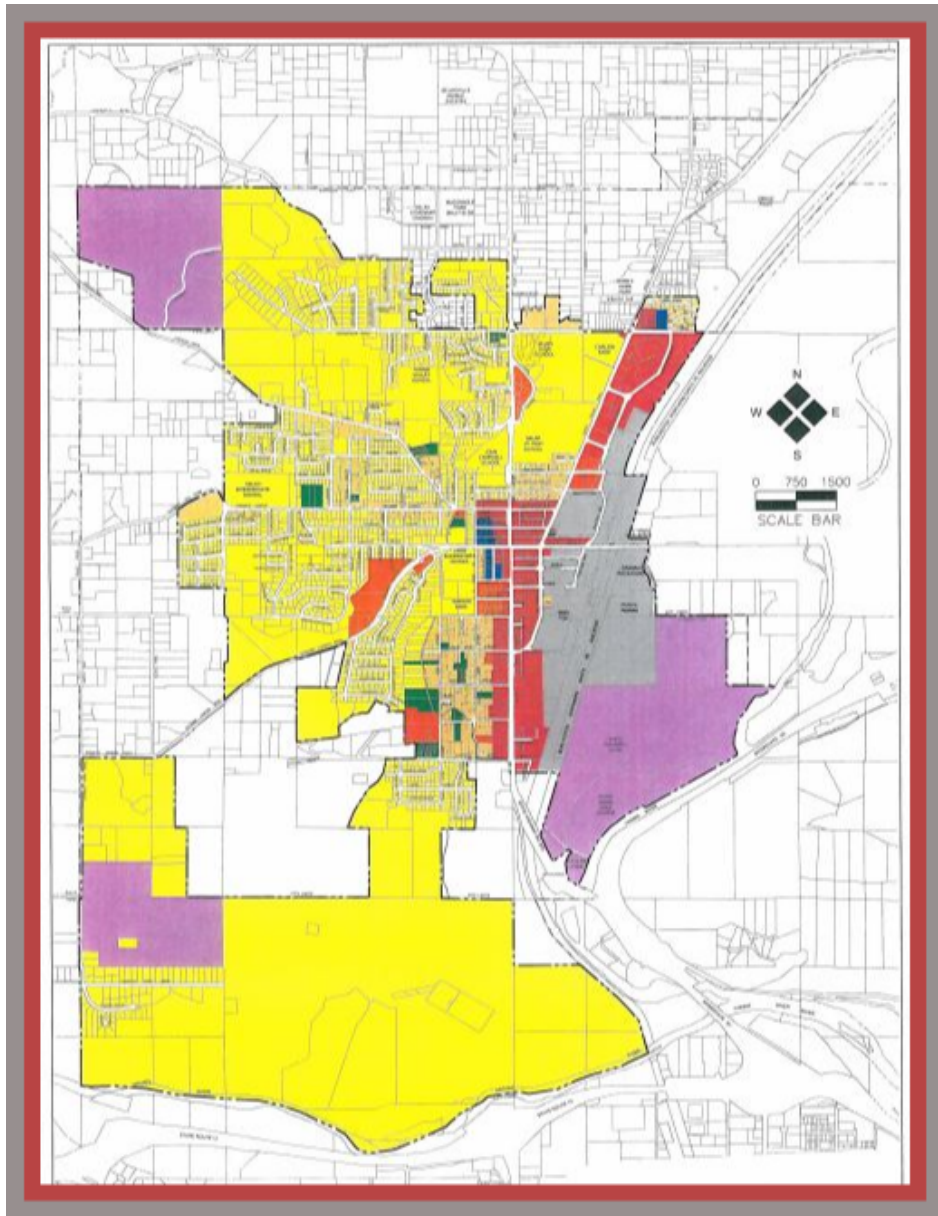
Selah was officially incorporated on April 3, 1919. Selah has a strong major form of government. Selah's base economic activity primarily consists of fruit warehousing/processing facilities due to the proximity of fruit orchards in the nearby Wenas Valley and access to regional railroad and roadway systems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

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

Section 3: Location

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





Section 4: Organization

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

The Selah City Council governs Selah Transit.

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

both fixed route and paratransit ADA services with Medstar Transportation.

As of 6/4/2025, Selah Transit's contractor employed:

- 1 full-time employee in the operations division
- 5 full-time equivalents in the Dial-A-Ride Paratransit division
- .5 full time equivalent in the maintenance division
- .5 full time equivalent in the administration division
- .5 full-time equivalent employed by The City of Selah transit division
- 7.5 Total Transit employees

Section 5: Physical Plant

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



Section 6: Service Characteristics

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

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

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

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

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

Fixed Route Day Pass - Selah Residents.....	\$1.00
Fixed Route Monthly Pass - Selah Residents 19 and older....	\$15.00
Fixed Route Day Pass - Non-Selah Residents.....	\$1.00
Fixed Route Monthly Pass - Non-Selah Residents 19 and older	\$30.00
Fixed Route Monthly Youth Rate for 6 to 18 years old.....	Free
Dial A Ride	
Boarding.....	\$2.00
Dial A Ride Ticket	
Books.....	\$20.00
Youth Under	
18.....	Free

Section 7: Service Connections

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

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

Section 8: Service Development & Improvements

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

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

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

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

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

Environment: By the year 2031, we hope to have converted all transit vehicles to hybrid or alternative fuel technology to enhance a healthy community, promote energy conservation and protect our environment.

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



Section 10: Plan Assumptions

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

1. **Sales Tax:** We are expecting Sales Tax to increase at a rate of 1.5% through 2031.
2. **Inflation Factor:** Medstar Transportation's wage and salary costs will increase by 6.00% per year

throughout the plan due to potential changes to Washington State Minimum Law. All other costs will increase at an estimated 2.50% per year throughout the plan.

- 3. **Fixed Route Bus Service:** In 2025, Selah Transit will provide approximately 5,597 hours of revenue service. Ridership will be consistent through 2031.

Figure 1: Monthly Ridership

Depicts the monthly ridership totals since the implementation of services by Medstar Transportation From January 2024 to December 2024.

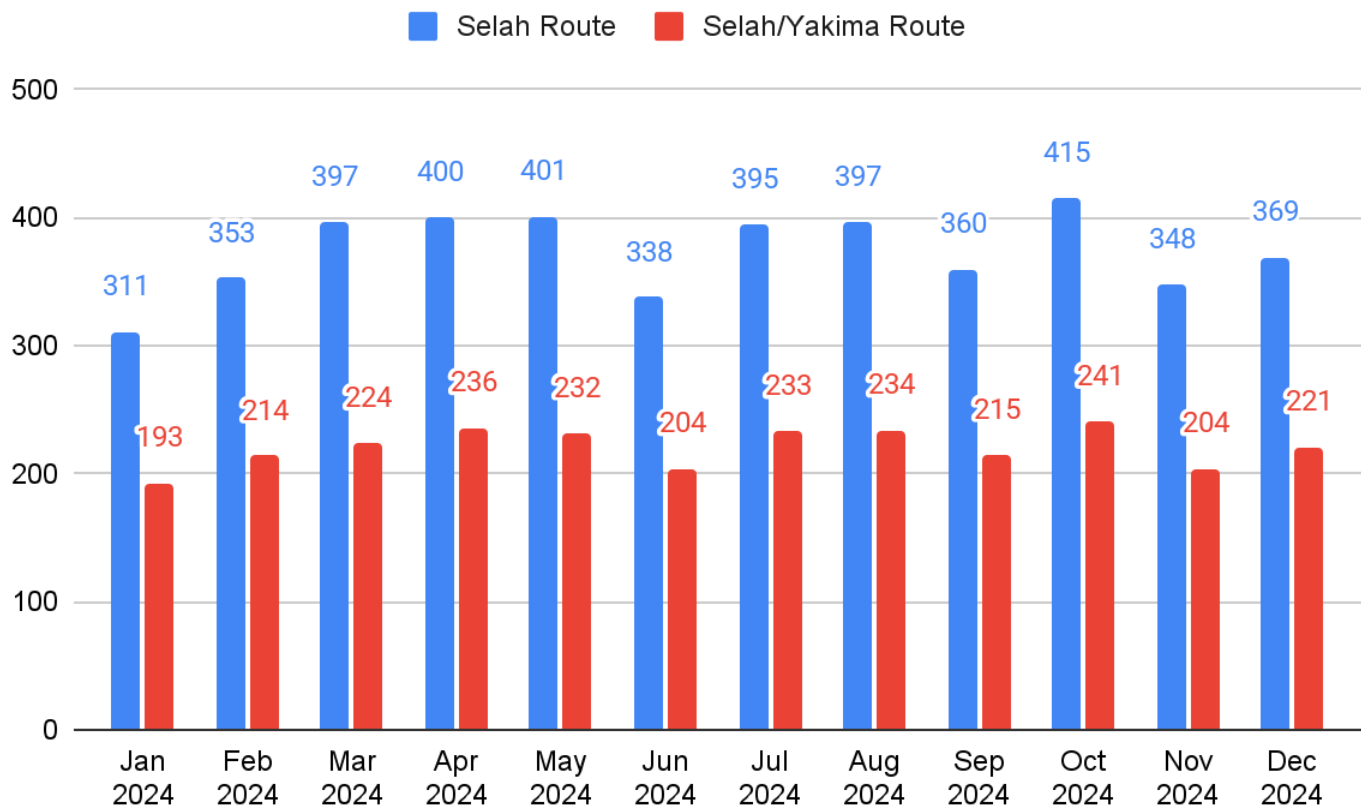


Figure 2: Selah Transit Route Daily Average by Month

The graph depicts boarding/exits per day on average by day through 2024.

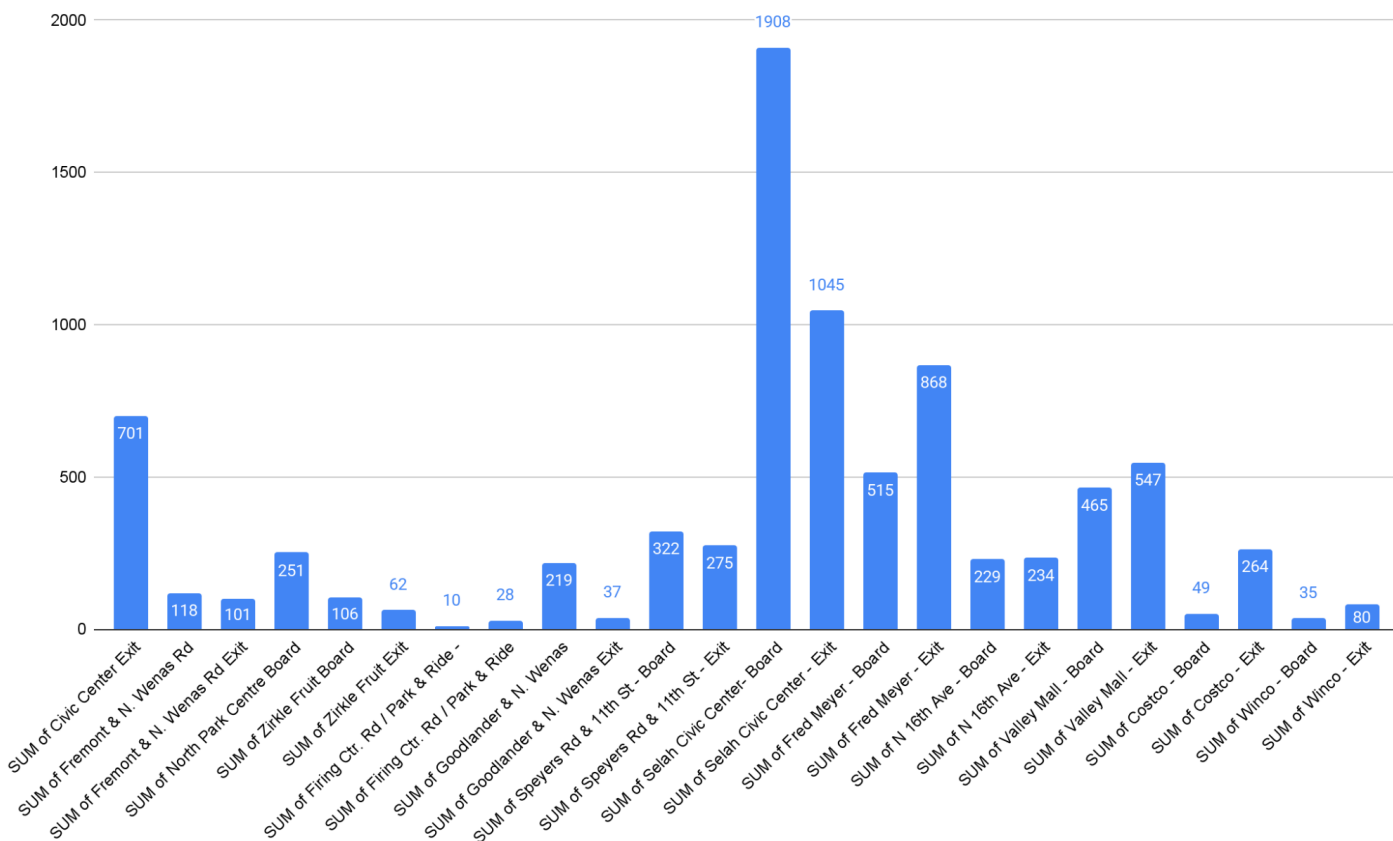


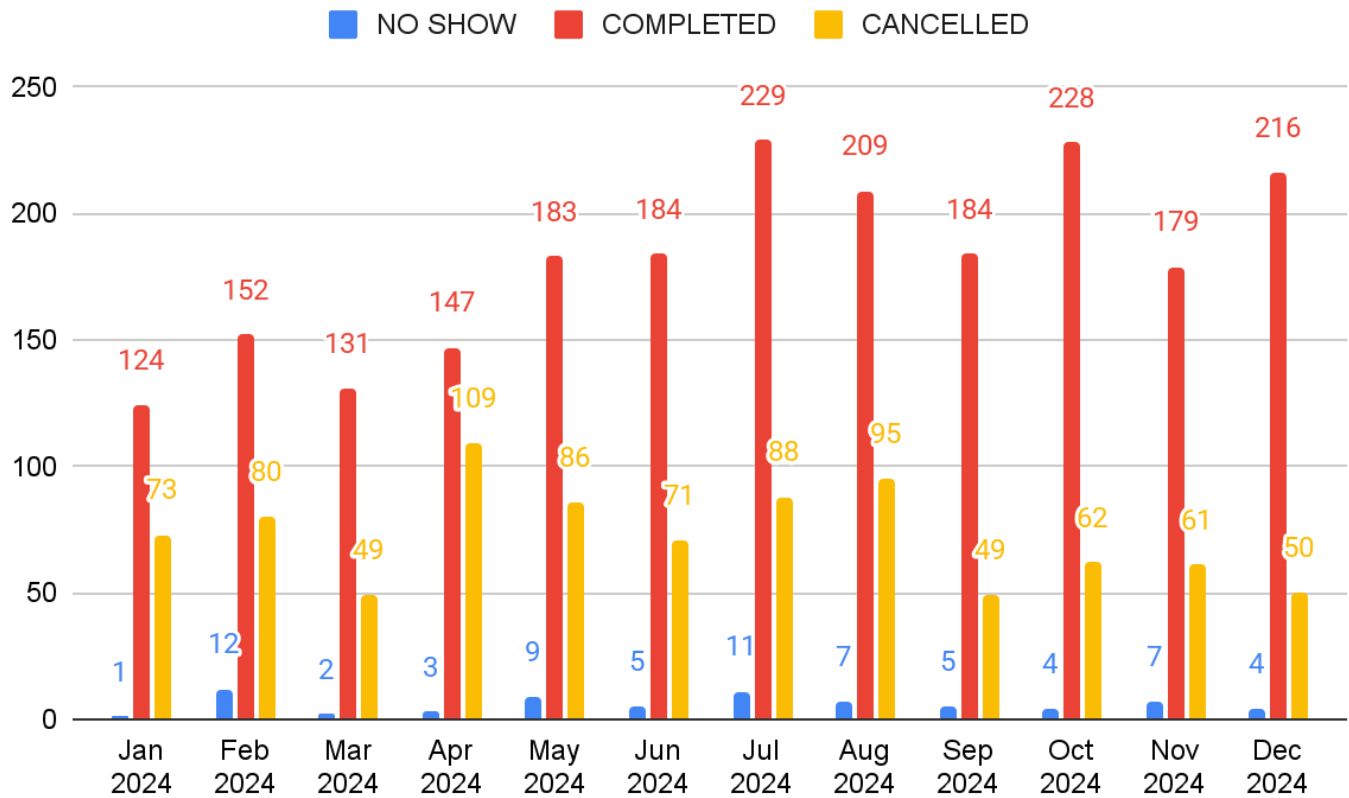
Figure 4: Dial-A-Ride ADA Paratransit Service

Selah Transit will provide 5231 revenue hours of service in 2025, and forecast it will increase at a rate of 1% each year through 2031.



Dial A Ride Total Boardings January 2024 through December 2024.

One thing that is notable about 2024 is that we completed over 200 Selah Dial A Ride trips per month. In earlier years, we had less completed trips, and less cancelled trips. In 2024 we saw riders calling and canceling, and some clients who set up multiple trips, and there was duplicates booked.



Section 11: Operating Data 2024 Actual - 2025 – 2031 Estimated

	2024	2025	2026	2027	2028	2029	2030	2031
Revenue vehicle miles	94,330	95,273	96,226	97,188	98,160	99,142	100,133	101,134
Total vehicle miles	105,989	107,049	108,119	109,200	110,292	111,395	112,509	113,634
Revenue vehicle hours	5,502	5,557	5,613	5,669	5,725	5,783	5,841	5,899
Total vehicle hours	5,777	5,835	5,893	5,952	6,012	6,072	6,133	6,194
Passenger trips	2,386	2,410	2,434	2,458	2,483	2,508	2,533	2,558
Fatalities	0	0	0	0	0	0	0	0
Reportable injuries	0	0	0	0	0	0	0	0
Collisions	0	0	0	0	0	0	0	0
Gasoline fuel Consumed (gal)	14,838	14,987	15,137	15,288	15,441	15,595	15,751	15,909
Dial-A-Ride Service								
Revenue vehicle miles	50,877	51,386	51,899	52,418	52,943	53,472	54,007	54,547
Total vehicle miles	57,165	57,737	58,314	58,897	59,486	60,081	60,682	61,289
Revenue vehicle hours	4,434	4,434	4,434	4,434	4,434	4,434	4,434	4,434

Total vehicle hours	4,982	4,982	4,982	4,982	4,982	4,982	4,982	4,982
Passenger trips	2,738	2,751	2,765	2,779	2,793	2,807	2,821	2,835
Fatalities	0	0	0	0	0	0	0	0
Reportable injuries	0	0	0	0	0	0	0	0
Collisions	0	0	0	0	0	0	0	0
Gasoline fuel Consumed (gal)	1,715	1,732	1,749	1,767	1,785	1,802	1,820	1,839

Section 12: Selah Transit - Operating Revenues and Expenditures 2024-2031

(All figures in whole dollars)

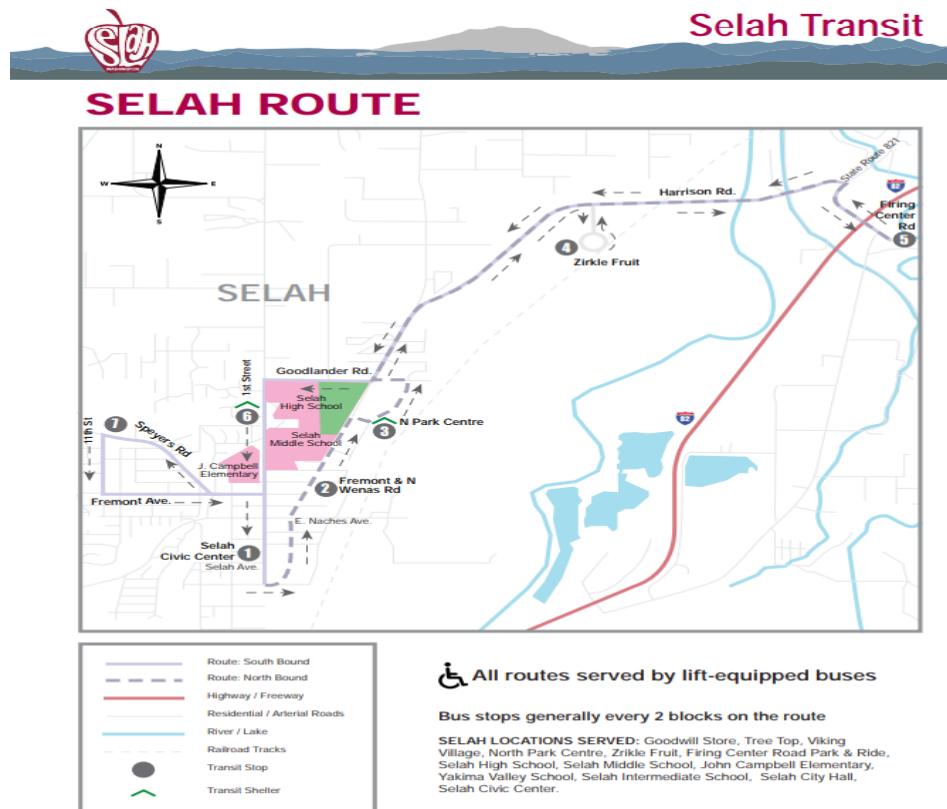
	2024	2025	2026	2027	2028	2029	2030	2031	2024
Beginning Balance	552,602	568,441	547,062	527,219	508,903	492,102	476,806	463,001	552,602
Revenues									
Sales Tax	634,112	643,624	653,278	663,078	673,024	683,119	693,366	703,766	634,112
Federal Operating Grants									
WSDOT Grants	27,763								27,763
Other	15,466	15,698	15,934	16,173	16,415	16,662	16,911	17,165	15,466
Total Available	1,229,943	1,227,763	1,216,274	1,206,469	1,198,342	1,191,883	1,187,083	1,183,933	1,229,943
Operating Expenses									
Contracted Fixed Route	254,992	258,817	262,699	266,640	270,639	274,699	278,819	283,002	254,992
Contracted Paratransit ADA	62,882	63,826	64,783	65,755	66,741	67,742	68,758	69,790	62,882
Contracted Commuter YAK-ELL	16,000	16,240	16,484	16,731	16,982	17,237	17,495	17,758	16,000
Administration	127,628	130,819	134,089	137,441	140,877	144,399	148,009	151,710	127,628
Total Expenses	461,502	469,701	478,055	486,567	495,240	504,077	513,082	522,258	461,502
Net Cash Available	768,441	758,062	738,219	719,903	703,102	687,806	674,001	661,674	768,441
Capital Revenue									
Sales Tax Revenue									
WSDOT Grant - Capital									
Other									
Total Capital Revenue									
Capital Expenditures									
Minor Equipment									
Facilities		11,000	11,000	11,000	11,000	11,000	11,000	11,000	

Shelters/Benches/Si gns									
Transfer Out OP	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000
Total Capital Expenditures	200,000	211,000	211,000	211,000	211,000	211,000	211,000	211,000	200,000
Ending Cash Balance 12/31	568,441	547,062	527,219	508,903	492,102	476,806	463,001	450,674	568,441

Section 13: List of Equipment

Year	Make	Model	VIN #	Seats	Lift/Ramp	Vehicle #
1993	Ford	E-350	1FDKE30G2PHB98810	12	YES	113
2006	Ford	E-350	1FDWE35L16DA47499	11	YES	115
2017	Dodge	Grand Caravan	2C4RDGBG5HR860010	3	YES	77
2017	Ford	E-350	1FDEE3FS0HDC01219	8	YES	117
2019	Ford	E-350	1FDEE3FS3KDC36585	12	YES	124

Section 14: Route Maps, Schedules, and Rules



46 For Selah Transit information, call 619-1639



Selah Transit

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

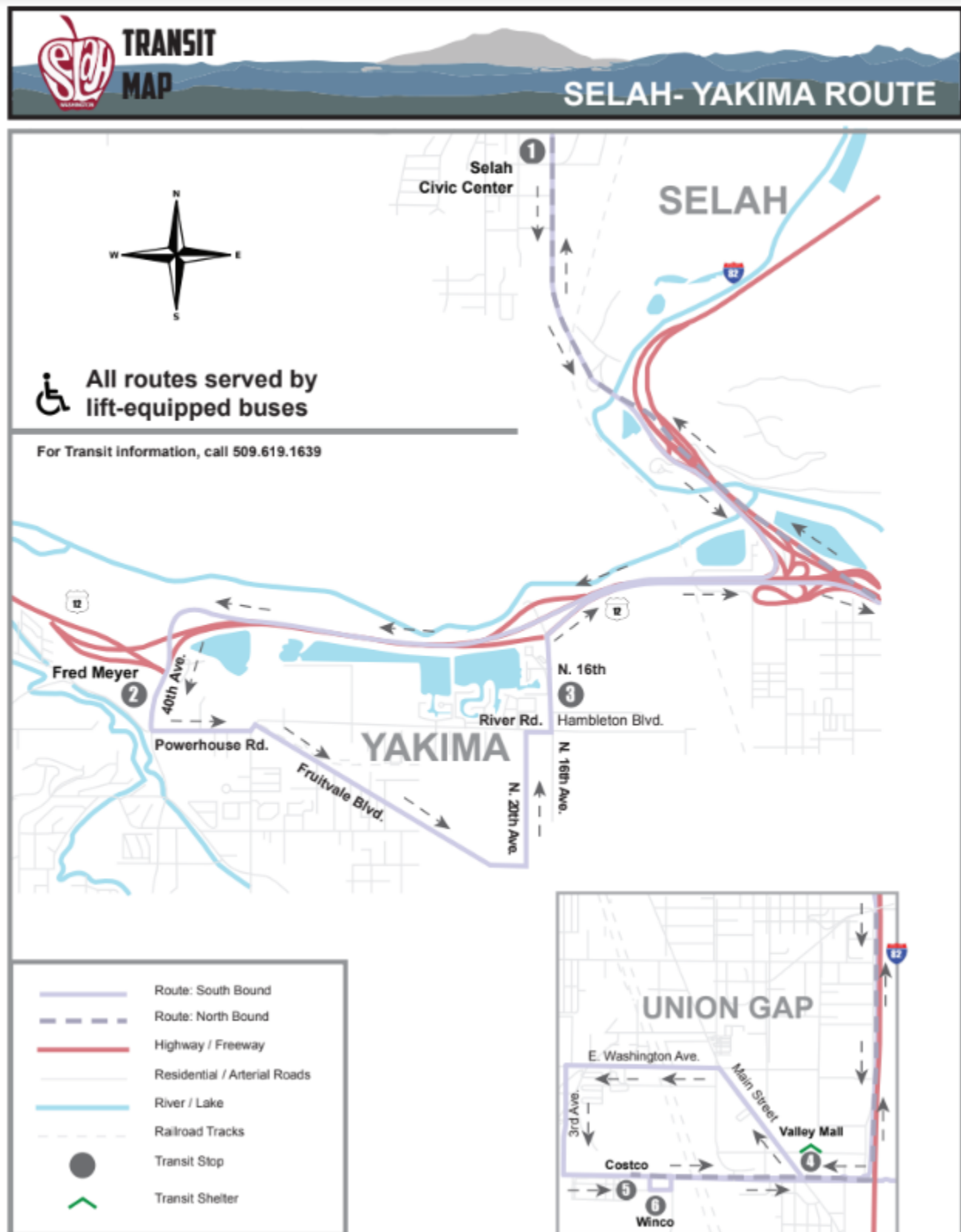
	Selah Civic Center	Fremont & N. Wenas Rd.	North Park Centre	Zirkle Fruit	Selah Firing Ctr. Rd. Park & Ride	Selah High School N. 1st St.	Speyers Rd. & 11th St.	Selah Civic Center
AM	6:45	6:52	6:54	6:57	7:02	7:05	7:10	7:15
	7:20	7:27	7:29	7:32	--	7:37	7:42	7:47
	7:52	7:59	8:01	8:04	--	8:09	8:14	8:19
	8:24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

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

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

For Selah Transit information, call 619-1639 47

Selah - Yakima Route





Selah Transit

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

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

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

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

For Selah Transit information, call 619-1639 49



TELEPHONE INFORMATION HOURS:

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

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

ACCESSIBILITY- All transit buses are wheelchair accessible.

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

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

LOST AND FOUND- Lost items are held for 30 days.

BICYCLES

Our transit buses are equipped with bike racks.

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

LOADING YOUR BIKE

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

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

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

RIDING GUIDELINES-

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

SELAH DIAL-A-RIDE-

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

INFORMACIÓN TELEFÓNICA :

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

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

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

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

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

BICICLETAS

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

CARGAR LA BICICLETA

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

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

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

REGLAS PARA VIAJAR-

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

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

For Selah Transit information, call 619-1639 45

Yakima Herald-Republic

PO Box 3667
Seattle, WA 98124

City Of Selah
Caprise Groo
115 W Naches Avenue
Selah, WA 98942
USA

Order Confirmation

Order #:	101049
Order Ref #:	
Date:	7/24/2025
Advertiser #:	23209
Advertiser Name:	City Of Selah
Agency #:	
Agency Name:	
Account Manager:	Simon Sizer ssizer@yakimaherald.com

Legals City of Selah Package #1**\$ 96.25**

Ad No.	Date	Description	Position	Format
510261	7/26/2025	NOTICE OF PUBLIC HEARING CITY OF SELAH, WASHINGTON Notice is hereby given that on Tuesday, August 12, 2025 commencing at 5:30	Yakima Herald Republic Broadsheet - CL-Legals	1.67 × 6.89 in × 1.0000 col.
510262	7/26/2025	NOTICE OF PUBLIC HEARING CITY OF SELAH, WASHINGTON Notice is hereby given that on Tuesday, August 12, 2025 commencing at 5:30	Yakima Herald Republic CL Online - CL-Legals	1.67 × 6.89 in × 1.0000 col.

Summary

Total Net Amount	\$ 96.25
Taxes	\$ 0.00
Total Amount	\$ 96.25

Remittance Address:

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

Yakima Herald-Republic

PO Box 3667
Seattle, WA 98124

Classified Category: Legals|Public Notices

**NOTICE OF PUBLIC
HEARING
CITY OF SELAH,
WASHINGTON**

Notice is hereby given that on Tuesday, August 12, 2025 commencing at 5:30 p.m., or as soon thereafter as practical, the City of Selah City Council will conduct a public hearing to consider adoption of the City of Selah Transit Development Plan, Six-year Plan 2025-2031.

A copy of the proposed Six-year Plan 2025-2031 is on file and available for public inspection during regular business hours at the City of Selah Public Works Department, 222 S. Rushmore Rd, Selah, WA. The plan may also be found on the City of Selah's website under Selah Transit Plan.

Any person desiring to express his/her views or submit written comments on the proposed 2025-2031 plan is encouraged to attend. Written comments received prior to 4:00 p.m. the day of the public hearing will be considered in the City Council deliberations.

Changes to the proposed plan raised during the hearing by the public, Council members or staff will be considered and may be adopted and included in the City of Selah Transit Development Plan, Six-year Plan 2025-2031 without further public hearings.

Dated this 26rd day of July 2025.

Rocky Wallace, Public Works
Director

(101049) July 26, 2025



Selah City Council

Regular Meeting

AGENDA ITEM SUMMARY

Meeting Date: 8/12/2025

Agenda Number: 13A

Action Item

Title: Resolution Declaring the Well No. 6 and Zone 3 Booster Pump Station Generator Project to be Complete and Accepting the Work and Materials

From: Rocky D. Wallace, Public Works Director

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: N/A

Funding Source: N/A for this action (the Project costs were paid from Fund 411, Water Fund)

Background/Findings/Facts: The City contracted with Quail Electric, Inc., to perform the Well No. 6 and Zone 3 Booster Pump Station Generator Project (“Project”). The contractor’s scope of work is finished and all materials are in place. City staff inspected the work and materials, and did not notice any defects or deficiencies. The work appears to meet the contract specifications. Thus, City staff recommends that the City Council approve a Resolution that declares the Project to be complete and that accepts the work and materials.

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

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

Date:	Action Taken:
4/8/2025	Resolution No. 3198 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
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
3/26/2024	Resolution No. 3099 Authorizing the Mayor to “Task Order No. 2024-03” with HLA Engineering and Land Surveying, Inc., for professional services related to the City’s Well No. 6 and Zone 3 Booster Pump Station Generator Project

RESOLUTION NO. _____

RESOLUTION DECLARING THE WELL NO. 6 AND ZONE 3 BOOSTER PUMP
STATION GENERATOR PROJECT TO BE COMPLETE AND ACCEPTING THE
WORK AND MATERIALS

WHEREAS, the City contracted with Quail Electric, Inc., to perform the Well No. 6 and Zone 3
Booster Pump Station Generator Project (“Project”); and

WHEREAS, all materials and equipment have been received; HLA Engineering and Land
Surveying, Inc., inspected the work and materials; and no defects or deficiencies were noted; and

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

WHEREAS, the City Council finds that good cause exists;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH,
WASHINGTON, that the Well No. 6 and Zone 3 Booster Pump Station Generator Project be and
is declared to be complete and, further, that the City accepts the work and materials.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH,
WASHINGTON, this 12th day of August, 2025.

ATTEST:

Roger Bell, Mayor

Courtney McGarity, City Clerk

APPROVED AS TO FORM:

Rob Case, City Attorney



August 4, 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
Final Progress Estimate and Project Acceptance

Dear Mr. Wallace:

Enclosed is Progress Estimate No. 02 designated as the Final for work performed by Quail Electric, LLC through June 25, 2025 in connection with their contract on the above referenced project. The amount due to the contractor is \$21,885.14. We recommend this Final Progress Estimate be considered and accepted by the City of Selah Council.

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

Once the project has been accepted as complete by the Selah City Council, the required "Notice of Completion of Public Works Contract" will be completed by our office and sent to the Department of Revenue (DOR), Department of Labor and Industries (L&I), and Employment Security Department (ESD), through our access to the City's L&I Awarding Agency Portal. If the City prefers to submit the Notice of Completion, please notify our office.

Retainage in the amount of \$3,256.70 may be released to Quail Electric, LLC after acceptance of the project, when lien releases have been received from DOR, L&I, and ESD, and when the City has confirmed no liens have been received related to this project.

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

- A completed copy of project punch list items identified during the final walk-through inspection.
- A PDF set of Record Drawings for the project.
- Final Contract Voucher Certification from the Contractor certifying all labor and materials furnished on this project have been paid for.
- Required project labor and equal employment opportunity documents including:
 - Requests to Sublet and verifications for the Prime Contractor and all subcontractors who performed work on this project.
 - Statements of Intent to Pay Prevailing Wages and Affidavits of Wages Paid approved by the Washington State Department of Labor and Industries.

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

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

Sincerely,

Robert J. Scott, PE

RJS/asr

Enclosures

Copy: Michael Foley, Quail Electric, LLC
Taylor Denny, Kyle Campbell, Justin Bellamy, HLA

CONSTRUCTION PROGRESS ESTIMATE
CITY OF SELAH
115 W NACHES AVE
SELAH, WA 98942

Well No. 6 and Zone 3 Booster Pump Station Generator

HLA PROJECT NO.: 24067



TO: Quail Electric LLC
PO Box 1110
Toledo, WA 98591

PROGRESS ESTIMATE NO.: 2 and Final
FROM: May 26, 2025 TO: June 25, 2025

BID ITEM NO.	DESCRIPTION	UNIT	CONTRACT TOTAL (Contract + COs)			TOTAL WORK TO DATE		PREVIOUS PAID		AMOUNT DUE NOW (Total - Previous)		PERCENT CONTRACT COMPLETE
			QTY	UNIT PRICE	COST	QTY	COST	QTY	COST	QTY	COST	
1	Minor Changes	FA	1	\$ 5,000.00	\$ 5,000.00	0.33	\$ 1,634.00	0	\$ -	0.33	\$ 1,634.00	33%
2	Mobilization	LS	1	\$ 4,500.00	\$ 4,500.00	1	\$ 4,500.00	1	\$ 4,500.00	0	\$ -	100%
3	Generator Pad	LS	1	\$ 9,500.00	\$ 9,500.00	1	\$ 9,500.00	1	\$ 9,500.00	0	\$ -	100%
4	Electrical and Control System Improvements, Complete	LS	1	\$ 46,500.00	\$ 46,500.00	1	\$ 46,500.00	0.62	\$ 28,948.00	0.38	\$ 17,552.00	100%
5	Miscellaneous Site and Surfacing Improvements	LS	1	\$ 3,000.00	\$ 3,000.00	1	\$ 3,000.00	0.33	\$ 1,000.00	0.67	\$ 2,000.00	100%
Subtotal					\$ 68,500.00	\$ 65,134.00	\$ 43,948.00	\$ 21,186.00	95%			
8.3% Sales Tax					\$ 5,685.50	\$ 5,406.12	\$ 3,647.68	\$ 1,758.44				
Project Total					\$ 74,185.50	\$ 70,540.12	\$ 47,595.68	\$ 22,944.44				
Project Total (Including Sales Tax)					\$ 74,185.50	\$ 70,540.12	\$ 47,595.68	\$ 22,944.44	95%			
Retainage Withheld 5%						\$ (3,256.70)	\$ (2,197.40)	\$ (1,059.30)				
Amount Due Progress Estimate No. and Final						\$ 67,283.42	\$ 45,398.28	\$ 21,885.14				

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


Digitally signed by Robert Scott
Date: 2025.07.24 11:33:23-07'00'
Robert J. Scott

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


Quail Electric LLC

CONSTRUCTION PROGRESS ESTIMATE - SCHEDULE OF VALUES

City of Selah

Well No. 6 and Zone 3 Booster Pump Station Generator

TO: Quail Electric LLC

PO Box 1110

Toledo, WA 98591

HLA PROJECT NO.: 24067



<i>BID ITEM NO.</i>	<i>BID ITEM NAME</i>	<i>DESCRIPTION</i>	<i>QUANTITY</i>	<i>UNIT</i>	<i>UNIT PRICE</i>	<i>TOTAL PRICE</i>	<i>PERCENT OF ITEM COMPLETE</i>
2	Mobilization	2.01 - 5% Completion = 50% payment of Mobilization	1	LS	\$ 2,250.00	\$ 2,250.00	100%
2	Mobilization	2.02 - 10% Completion = 100% payment of Mobilization	1	LS	\$ 2,250.00	\$ 2,250.00	100%
3	Generator Pad	3.01 - Permits Planning Design	1	LS	\$ 3,681.00	\$ 3,681.00	100%
3	Generator Pad	3.02 - Locates Preconstruction	1	LS	\$ 2,657.00	\$ 2,657.00	100%
3	Generator Pad	3.03 - Excavation Haul Off	1	LS	\$ 3,162.00	\$ 3,162.00	100%
4	Electrical and Control System Improvements, Complete	4.01 - Remaining Excavation Haul off	1	LS	\$ 3,558.00	\$ 3,558.00	100%
4	Electrical and Control System Improvements, Complete	4.02 - Underground Electrical	1	LS	\$ 6,606.00	\$ 6,606.00	100%
4	Electrical and Control System Improvements, Complete	4.03 - Site Prep Backfill	1	LS	\$ 7,148.00	\$ 7,148.00	100%
4	Electrical and Control System Improvements, Complete	4.04 - Concrete Pad	1	LS	\$ 11,636.00	\$ 11,636.00	100%
4	Electrical and Control System Improvements, Complete	4.05 - Electrical Alarming	1	LS	\$ 17,552.00	\$ 17,552.00	100%
5	Miscellaneous Site and Surfacing Improvements	5.1 - Remaining Concrete Pad	1	LS	\$ 500.00	\$ 500.00	100%
5	Miscellaneous Site and Surfacing Improvements	5.2 - Hard Surface Repair and final site cleanup	1	LS	\$ 500.00	\$ 500.00	100%
5	Miscellaneous Site and Surfacing Improvements	5.3 - Commissioning and Startup	1	LS	\$ 2,000.00	\$ 2,000.00	100%



Final Contract
Voucher Certification
City of Selah

PROJECT NAME: Well No. 6 and Zone 3 Booster Pump Station Generator

PROJECT NUMBER: 24067

Date Work Physically Completed: June 25, 2025

Final Contract Amount: \$70,540.12

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

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

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

Contractor: Quail Electric, LLC

Address: PO Box 1110
Toledo, WA 98591

Authorized Official:

Quail Electric, LLC Authorized Signature

Date:

7.22.25

Print Name:

Michael Foley

Title:

Member



Selah City Council

Regular Meeting

AGENDA ITEM SUMMARY

Meeting Date: 8/12/2025

Agenda Number: 13B

Action Item

Title: Resolution Authorizing Public Works to Purchase Two Sail Shade Structures for Volunteer Park (a/k/a Delores Huerta Park)

From: Rocky Wallace, Public Works Director

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: \$48,707.93 (which is inclusive of sales tax)

Funding Source: 001, General Fund

Background/Findings/Facts: The 2025 budget, as adopted via Ordinance No. 2237, includes a specific line item allocation of \$186,000.00 for park improvements and the contemplated improvements included two sail shade structures for Volunteer Park (a/k/a Delores Huerta Park). One of the City's retained engineering firms, HLA Engineering and Land Surveying, Inc. (HLA), was asked to get three quotes for such. HLA has determined that Play Creations was the lowest bidder that met the City's criteria. HLA recommends the City purchase the two sails from Play Creations for the cumulative amount of \$48,707.93.

The attached proposed Resolution will, if approved, authorize Public Works to purchase the items at the quoted price. A separate contract for the installation of the shade structures will be presented at a later date, and an additional cost will be incurred for the installation work.

Of the \$48,707.93 amount for purchasing the items, \$30,050.45 will be used from ARPA monies that the City was previously awarded and has not yet spent. The remainder – \$18,657.48 – will be covered by the City's own monies. All monies will come from the City's general fund, which is Fund 001.

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

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

Date:	Action Taken:

RESOLUTION NO. _____

RESOLUTION AUTHORIZING PUBLIC WORKS TO PURCHASE TWO SAIL SHADE
STRUCTURES FOR VOLUNTEER PARK (A/K/A DELORES HUERTA PARK)

WHEREAS, the 2025 budget, as adopted via Ordinance No. 2237, includes a specific line item allocation of \$186,000.00 for park improvements and the contemplated improvements included two sail shade structures for Volunteer Park (a/k/a Delores Huerta Park); and

WHEREAS, three price quotations were sought and received by HLA Engineering and Land Surveying, Inc., which entity serves as one of the City's retained engineering firms; and

WHEREAS, the quote provided by Play Creation was the cumulative lowest quote that met the City's criteria; and

WHEREAS, Play Creation's quote is for the amount of \$48,707.93, which is an amount that is acceptable to City staff; and

WHEREAS, the City Council finds that good cause exists to authorize Public Works to make these purchases;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON that Public Works be and is authorized to purchase two sail shade structures at the cumulative price of \$48,707.93 (or a lessor amount, if that somehow proves possible) for installation at Volunteer Park (a/k/a Delores Huerta Park).

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 12th day of August, 2025.

Roger Bell, Mayor

ATTEST:

Courtney McGarity, City Clerk

APPROVED AS TO FORM:

Rob Case, City Attorney



August 4, 2025

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

Attn: Rocky Wallace, Public Works Director

Re: City of Selah
Volunteer Park Shade Structure Selection

Dear Rocky:

HLA has evaluated three prominent shade structure suppliers for the ARPA funded, Volunteer Park Shade Structures project.

The three companies evaluated were Willie Goat, Northwest Playground Equipment, and Play Creation.

Willie Goat offered a comparable product, but their shipping costs were exorbitant from Alabama. The product offered by Northwest Playground Equipment was inferior to the other two companies. The pole diameter and embedment were inadequate, and the snow load offered is not conducive to Central Washington weather.

HLA recommends the City use Play Creation to supply the shade structures. A similar product and application were completed by the City of Yakima a couple of years ago at Miller Park. The City and contractor involved both speak highly of the product. The product appears to be within the City's allowable budget. The product can be specified to meet the required wind and snow loads.

Let us know how we may assist the City in finalizing this project.

Sincerely,

A handwritten signature in blue ink that reads "Terry D. Alapeteri".

Terry D. Alapeteri, PE

TDA/sms

Selah | Triangle Shade

Quote / Worksheet # 2507-12814



2104 SW 152nd Street, suite 1
Burien, WA 98166
206.932.6366

To:
HLA | ENGINEERING & LAND SURVEYING
Chris Cuevas, EIT
2803 River Road, Yakima, WA 98902
509-966-7000 | 509-930-4334 | ccuevas@hlaland.com

Ship To:
Volunteer Park
116 Merinda Dr
Selah, WA 98942

Approved by _____

Date _____

PO# _____

Date	Lead Time	Terms	Quoted By
June 10, 2025	~8 weeks	see attached	Conner Mullan 206.932.6366

EQUIPMENT

1	CP025496	SkyWays® Electronic Stamped Engineered Drawings. Electronically Sealed Drawings (Per project, not per unit)		\$ 850.00
2	CP045478	SkyWays® Triangle Sail 20x20x20	\$ 18,100.00	\$ 36,200.00

INSTALLATION

		not included on this quote		\$ -
				\$ -
				\$ -

SURFACING

		not included on this quote		\$ -
				\$ -
				\$ -

Issue Purchase Order to:

PlayCreation, Inc.
attention: **Conner Mullan**
2104 SW 152nd Street, #1
Burien, WA 98166
conner@PlayCreation.com
206.932.6366



Project Total	\$ 37,050.00
Freight	\$ 7,925.00
Tax 8.3%	\$ 3,732.93
Total	\$ 48,707.93



Pricing Valid thru 10-31-2025
50% Deposit Due upon Order Entry



Landscape Structures Inc. ("Manufacturer") warrants that all equipment sold will conform in kind and in quality to the specifications manual for the products identified in the Acknowledgment of Order and will be free of defects in manufacturing and material. Manufacturer further warrants:

20-Year Limited Warranty On all SkyWays® and CoolToppers® steel components against structural failure due to material or manufacturing defects.

10-Year Limited Warranty On SkyWays® and CoolToppers® fabric and thread against failure from significant fading, deterioration, breakdown, mildew, outdoor heat, cold or discoloration. This warranty is limited to the design loads as stated in the manual, and applies to standard colors only.

3-Year Limited Warranty On all other parts, including Rapid Release, against failure due to corrosion/natural deterioration or manufacturing defects.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards (457 meters) of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

This warranty does not include any cosmetic issues or wear and tear from normal use of the product, or misuse or abuse of the product. It is valid only if the equipment is erected to conform with Landscape Structures' installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc. Maintenance is particularly critical in regions where dirt and/or sand may cause abrasion of the fabric.

This warranty is void if conditions exceed local building codes.



2025 SkyWays® and CoolToppers® Shade Warranty

You have our word.

All the warranties commence on date of Manufacturer's invoice. Should any failure to conform to the above express warranties appear within the applicable warranty period, Manufacturer shall, upon being notified in writing promptly after discovery of the defect and within the applicable warranty period, correct such nonconformity either by repairing any defective part or parts, or by making available a replacement part within 60 days of written notification. Manufacturer shall deliver the repaired or replacement part or parts to the site free of charge, but will not be responsible for providing labor or the cost of labor for the removal of the defective part or parts, the installation of any replacement part or parts or for disposal costs of any part or parts. Replacement parts will be warranted for the balance of the original warranty.

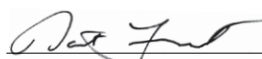
THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

ANY SURETY BONDS ISSUED PURSUANT TO ANY CONTRACT OR SELLER'S INVOICE SHALL NOT INCLUDE COVERAGE FOR THIS GUARANTEE OR WARRANTY BEYOND ONE YEAR.

The remedies hereby provided shall be the exclusive and sole remedies of the purchaser. Manufacturer shall not be liable for any direct, indirect, special, incidental or consequential damages.

Manufacturer neither assumes nor authorizes any employee, representative or any other person to assume for Manufacturer any other liability in connection with the sale or use of the structures sold, and there are no oral agreements or warranties collateral to or affecting this agreement. The warranties stated above are valid only if the structures and/or equipment are erected in conformance with Landscape Structures' installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc.; have been subjected to normal use for the purpose for which the goods were designed; have not been exposed to saltwater or salt spray; have not been subject to misuse, negligence, vandalism, or accident; have not been subjected to addition or substitution of parts; and have not been modified, altered, or repaired by persons other than Manufacturer or Manufacturer's designees in any respect which, in the judgement of Manufacturer, affects the condition or operation of the structures.

To make a claim, send your written statement of claim, along with the original job number or invoice number to: Landscape Structures Inc. 601 7th Street South, Delano, Minnesota, 55328-8605.

Signed:  President Date: 01/01/2025



Terms of Sale

PRICING: Landscape Structures' list prices do not include delivery and handling charges. Prices are subject to change without notice.

TERMS: To tax-supported institutions and those with established credit: net 30 days from the date of the invoice. 1.5% per month thereafter; freight charges are prepaid and applied to the invoice.

TAXES: Landscape Structures' list prices do not include applicable taxes, if any.

WEIGHTS: Weights are approximate and may vary.

DELIVERY: If delivery of the equipment is by common carrier, and there is damage or a shortage, notify the carrier at once and sign delivery documents provided by the carrier noting the damage or shortage. Most products are delivered on large pallets and will require a forklift or similar equipment to unload as a unit on the site.

INSTALLATION: All playstructures and/or equipment are delivered unassembled and packaged with recyclable materials. For a list of factory-certified installers in your area, please contact your Landscape Structures playground consultant.

SERVICE: We have knowledgeable, qualified playground consultants throughout the world who are available to help you before, during and after the sale. Landscape Structures has exclusive design software that features all of our parts and pieces in pull-down menus. With this software, your playground consultant can design a playground layout that meets not only your needs, but ASTM and CPSC standards as well. In addition, we have a full staff of CPSI-certified designers, along with 2-D and 3-D drawing capabilities and custom capabilities to assist you with your playground plans.

RETURN POLICY: As an indication of our commitment to our customers, Landscape Structures will accept returns of new structures and/or new equipment purchased within 60 days of the original invoice date. Advance notification is necessary to ensure proper credit. Parts not included in this return policy are custom parts (including PlayShaper® posts), as well as used or damaged parts. A 20% restock fee plus all return freight charges will apply to all product returns. NOTE: All parts are subject to inspection upon return. Parts returned damaged may not receive a full credit. For this reason, it is important that all returned parts are properly packaged to prevent damage while in transit. Please contact your Landscape Structures playground consultant for the shipping address.

PRODUCT CHANGES: Because of our commitment to safety, innovation, and value, we reserve the right to change specifications at any time.

PLEASE CONTACT US AT:

Landscape Structures Inc.
601 7th St. South
Delano, MN 55328-8605
888.438.6574 (*inside the U.S.A.*)
763.972.5200 (*outside the U.S.A.*)
playlsi.com





Selah City Council

Regular Meeting

AGENDA ITEM SUMMARY

Meeting Date: 8/12/2025

Agenda Number: 14A

Action Item

Title: Ordinance Adopting, on an Emergency Basis, Changes to the Selah Municipal Code: Adopting a New Chapter 3.01; Amending Section 4.32.100; and Adopting a New Section 6.14.005

From: Rob Case, City Attorney

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: N/A

Funding Source: N/A

Background/Findings/Facts: During the past few weeks on multiple occasions at night, multiple individuals who are working together as an enterprise have entered Selah, set up a temporary location and then prepared food – including but not limited to meat – and sold the food to humans for consumption. (For clarity, these individuals are different from the legally-compliant mobile food vendors – including JJ’s Birrieria and Antojitos – that have also recently begun operating in Selah.)

The Yakima Health District has informed the City that such individuals do not possess valid food worker cards (a/k/a food worker permits) as required by RCW Chapter 69.06 and WAC Chapter 246-217. As a result, the food that these individuals are preparing and selling is – as a matter of law – unsafe for human consumption.

The Yakima Health District has further informed the City that these individuals – or others – are also setting up operations in other nearby locales. The District has not been able to take prompt action against each occurrence for multiple reasons, including the sheer number of occurrences and also state-level and county-level personnel and budgetary constraints. Thus, the District asked the City to consider amending its municipal code so that City personnel could henceforth respond and take enforcement action if and when individuals lacking food worker cards again appear in Selah and attempt to prepare and sell food. Presently, the Selah Municipal Code (SMC) does not incorporate state-level food worker card statutes and regulations, which prevents City personnel from taking enforcement action directly. If the SMC is changed (by enacting a new Chapter 3.01 and also a new section 6.14.005), then the City can charge these individuals – or any other individuals – with a crime and seize their possessions if and when they again attempt to unlawfully operate in Selah.

In addition, City management has determined that these individuals also do not possess – either separately or as an enterprise – a valid Selah business license as required by Title 4 of the SMC. As a result, these individuals are illegally engaging in business in Selah and are unlawfully competing with legally-compliant restaurants and mobile food vendors. However, as it is presently written, Title 4 only empowers the City to impose a maximum of a five hundred dollar fine for a resultant misdemeanor when Title 4 is violated. An amendment to section 4.32.100 can be enacted that would increase the misdemeanor penalty to a maximum of a one thousand dollar fine, or ninety days in jail, or both.

Furthermore, these individuals have carried out their activities – at least in part – at, on or upon land that they do not have valid legal permission to use, including but not limited to City-owned land and also privately-owned land. This includes, but is perhaps not limited to, portions of sidewalks, which creates a barrier for able-bodied and disabled pedestrians to use the sidewalks. If they do so again, that will create an actual and substantial risk of breach of the peace because landowners’ are having their rights trampled and may resultantly confront these individuals via verbal or physical means, and, likewise, because other food sellers in the City are facing unlawful competition and may resultantly confront these individuals via verbal or physical means. It would also create potential liability exposure for the City government itself, if any City-owned land is used again.

City management has a reasonable belief and expectation that these individuals – or others, either associated with them or operating independently – are planning to carry out the same activities within the City in the near future and, further, that some or all of them have no intention of ever seeking or obtaining valid food worker cards, nor a valid City business license, nor lawful permission from landowners.

City management believes that this situation constitutes an emergency that needs immediate action. A proposed Ordinance is submitted with the instant AIS. If approved, the Ordinance would take effect immediately. Three changes would be made to the SMC: (1) a new Chapter 3.01 would be added, so as to adopt by reference the state-level laws and regulations about food worker cards (and, thus, making it a City-prosecutable crime when someone prepares or sells food while not having a valid card), and, also, to specify the enforcement actions that City personnel could henceforth take with regard to the topic; (2) section 4.31.100 would be amended, so as to increase the misdemeanor penalties for when Title 4 is violated; and (3) a new section 6.14.005 would be added, so as to also make it a crime when someone lacks a food worker card – which will be slightly redundant to portions of the new Chapter 3.01, but which should nevertheless also be added.

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

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

Date:	Action Taken:

ORDINANCE NO. _____

ORDINANCE ADOPTING, ON AN EMERGENCY BASIS, CHANGES TO THE SELAH
MUNICIPAL CODE: ADOPTING A NEW CHAPTER 3.01; AMENDING SECTION
4.32.100; AND ADOPTING A NEW SECTION 6.14.005

Recitals Pertaining to City's Status, Legal Authority, and Relevant Titles of Municipal Code

WHEREAS, the City of Selah is a non-charter code city that exists pursuant to Washington law and that operates under a Mayor-Council Plan of Government pursuant – among other authorities – RCW Chapter 35A.12; and

WHEREAS, the City is vested with authority – specifically via Article XI, Section 10 of the state Constitution, and additionally and more generally via other laws – to “make and enforce within its limits all such local police, sanitary and other regulations that are not in conflict with general laws”; and this authority is sometimes referred to as governmental police power (though the authority is, in fact, broader than such label suggests); and

WHEREAS, the City Council is vested with authority – specifically via RCW 35A.11.020 (2nd & 3rd ¶¶), and additionally and more generally via other laws as well – to “adopt and enforce ordinances of all kinds . . . and may impose penalties of fine not exceeding five thousand dollars or imprisonment for any term not exceeding one year, or both, for the violation of such ordinances, constituting a misdemeanor or gross misdemeanor as provided therein” and, further, the City Council possesses “all powers possible for a city or town to have under the Constitution of this state, and not specifically denied to code cities by law”; and

WHEREAS, the City has – previously and periodically throughout its history – adopted and enforced ordinances on many subjects, including but not limited to those that established:

1. Title 3 of the SMC, which title is labeled “Health and Sanitation” and which constitutes the majority of the City’s municipal health code;
2. Title 4 of the SMC, which title is labeled “Business Registration” and which – via its Chapter 4.32 – constitutes the City’s business licensing and regulation municipal code; and
3. Title 6 of the Selah Municipal Code (SMC), which title is labeled “Public Peace, Safety and Morals” and which constitutes the majority of the City’s municipal criminal code;

and

WHEREAS, certain SMC provisions – including but not limited to some provisions currently existing within the above-cited three titles – were enacted via ordinances that, in full or in part, adopted “by reference” provisions of state statutes or county codes, as allowed by RCW 35A.12.140, so as to make those state statutes or county codes equally an operative part of the SMC; and

WHEREAS, RCW 35A.12.140 provides that the types of state statutes or county codes that the City can adopt within its municipal code (*i.e.*, SMC) by reference include, but are not limited to, those pertaining to “health and sanitation” or “selling of meat and meat products for human consumption”; and

Recitals Pertaining to Existing Emergency

WHEREAS, during the past few weeks on multiple occasions at night, multiple individuals who are working together as an enterprise have entered Selah, set up a temporary location and then prepared food – including but not limited to meat – and sold the food to humans for consumption; and

WHEREAS, the Yakima Health District has informed the City that such individuals do not possess valid food worker cards (a/k/a food worker permits) as required by RCW Chapter 69.06 and WAC Chapter 246-217, and, further, nor do they possess a retail food permit/license from the Yakima Health District as required by WAC 246-215-08600. As a result, the food that these individuals are preparing and selling is – as a matter of law – unsafe for human consumption; and

WHEREAS, such individuals have not – either separately or as an enterprise – obtained a valid City business license as required by Title 4 of the SMC. As a result, these individuals are illegally engaging in business in Selah and are unlawfully competing with legally-compliant restaurants and mobile food vendors; and

WHEREAS, such individuals have carried out their activities – at least in part – at, on or upon land that they do not have valid legal permission to use, including but not limited to City-owned land and also privately-owned land. This includes, but is perhaps not limited to, portions of sidewalks, which creates a barrier for able-bodied and disabled pedestrians to use the sidewalks; and

WHEREAS, the actions of these individuals created in Selah – and if repeated similarly, will again create – actual and substantial dangers with regard to public health and public safety because customers are consuming food from unqualified and disreputable preparers. It is not merely conceivable, but highly likely, that one or more customers will become gravely ill or even die if these individuals continue to sell unsafe food in Selah; and

WHEREAS, furthermore, the actions of these individuals created in Selah – and if repeated similarly, will again create – an actual and substantial risk of breach of the peace because landowners’ are having their rights trampled and may resultantly confront these individuals via verbal or physical means, and, likewise, because other food sellers in the City are facing unlawful competition and may resultantly confront these individuals via verbal or physical means. It is not merely conceivable, but highly likely, that aggressive or violent confrontations will occur if these individuals continue to trample landowners’ rights and continue to unlawfully compete with legally-compliant businesses; and

WHEREAS, yet further, the actions of these individuals created for the City government itself – and if repeated similarly, will again create – an actual and substantial liability risk both because the activities are partially occurring on City-owned land and because City management has been informed of the dangers and risks that are thus partially originating from City-owned land; and

WHEREAS, City management has a reasonable belief and expectation that these individuals – or others, either associated with them or operating independently – are planning to carry out the same activities within the City in the near future and, further, that some or all of them have no intention of ever seeking or obtaining valid food worker cards, nor a valid City business license, nor lawful permission from landowners; and

WHEREAS, accordingly and for additional reasons set forth later below, there is an existing emergency in Selah; and

Recitals to Clarify and Disambiguate the “Individuals”

WHEREAS, the above-referenced “individuals” are different from legally-compliant mobile food vendors – including but not limited to JJ’s Birrieria and Antojitos – that have also recently begun operating in Selah; and

WHEREAS, anyone reading this Ordinance should understand that the existing emergency has been caused by people who are choosing to operate outside the bounds of the law; and

Additional Recitals Pertaining to the Currently-Existing Municipal Code and Existence of the Emergency

WHEREAS, as it currently exists Title 3 of the SMC (labeled “Health and Sanitation”) does not incorporate or fully incorporate – via an adoption by reference – the provisions of RCW Chapter 69.06, WAC Chapter 246-217 and WAC section 246-215-08300. As a result, when – as here – individuals are preparing and selling food despite lacking valid food worker cards and despite lacking at permit/license from the Yakima Health District, the City’s code enforcement and law enforcement personnel cannot directly impose punishment when those provisions are violated. The provisions are, presently, part of state law but not part of the City’s municipal law (*i.e.*, SMC). Thus, presently, only the state or the county could impose punishment when violations of those provisions occur in the City, and due to state-level and county-level personnel and budgetary constraints it is unclear the extent to which the state and county will be willing and able to do so when violations occur in the City; and

WHEREAS, similarly, as it currently exists Title 4 of the SMC and more specifically Chapter 4.32 thereof (labeled “Business Registration”) does not expressly say that a retail food operation must – as a condition of obtaining or maintaining a City business license – demonstrate full compliance with RCW Chapter 69.06, WAC Chapter 246-217, and WAC section 246-215-08300. As a result, the City’s code enforcement and law enforcement personnel do not possess direct authority to demand and require that any individual(s) selling food must present a valid food worker card and general proof of identity, nor to impose punishment if the individual(s) fail or refuse to do so. Thus, presently, only the state or the county could take those sort of enforcement actions in the City, and due to state-level and county-level personnel and budgetary constraints it is unclear the extent to which the state and county will be willing and able to do so in the City. Moreover, as it currently exists, SMC Chapter 4.32 – via section 4.32.100 – imposes penalties of civil injunctive relief and criminal misdemeanor conviction with a fine not exceeding five hundred dollars, but no potential jail time, when the chapter is violated. The capped-at-five-hundred-dollars and no-jail-time criminal penalties are far lessor than the otherwise-legally-permissible

WHEREAS, also similarly, as it currently exists Title 6 of the SMC (labeled “Public Peace, Safety and Morals”, which is the majority of the City’s municipal criminal code) includes Chapter 6.14 which is labeled “Offenses Against Public Health”. However, said chapter does not currently include any crime – either as a unique city-level crime, or as an adopted-by-reference-from-state-law crime within the City – for when, as here, one or more individual(s) prepare and sell food in the City contrary to the provisions of RCW Chapter 69.06, or WAC Chapter 246-217, or WAC section 246-215-08300; and

Final Recitals

WHEREAS, further, City management and staff have recommended that numerous provisions of the SMC be immediately changed in order to address the existing emergency, including both amendments to preexisting SMC sections and adoption of new SMC sections; and

///

Operative Provisions of this Ordinance

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

Section 1. Adoption of Recitals. By this reference, the City Council adopts each and all of the preceding recitals (*i.e.*, the “WHEREAS” paragraphs above).

Section 2. Declaration of Emergency. The City Council declares that an emergency presently exists in the City, finds that time is of the essence with regard to addressing the emergency, and determines that the emergency must be immediately resolved.

Section 3. Adoption of New SMC Chapter 3.01. That a new SMC Chapter 3.01 be and is adopted – pursuant to and consistent with the above-cited authorities and others – to read and provide as follows (with the full text in double-underlined editing marks because all the language is new, but which editing marks shall be removed when the codifiers publish the official version of SMC Chapter 3.01 on the internet):

<u>Chapter 3.01</u>	<u>Retail Food Operations</u>
<u>Section 3.01.010</u>	<u>Authority</u>
<u>Section 3.01.020</u>	<u>Purpose</u>
<u>Section 3.01.030</u>	<u>Adoption by reference of state laws</u>
<u>Section 3.01.040</u>	<u>Enforcement by city personnel</u>
<u>Section 3.01.050</u>	<u>Penalties</u>
<u>Section 3.01.060</u>	<u>Savings</u>

3.01.010 Authority.

This chapter is adopted pursuant to, and as an exercise of, the city’s general police powers under Article XI, Section 10 of the state Constitution and RCW 35A.11.020 in their presently existing versions, or as they might later be amended or recodified, and also via any replacements or substitutions.

3.01.020 Purpose.

This chapter is intended to promote and protect the health, safety and well-being of the public and to prevent the spread of disease by food.

3.01.030 Adoption by reference of state laws.

The city adopts, by this reference, the provisions of RCW Chapter 69.06, WAC Chapter 246-217 and WAC sections 246-215-08300 and 246-215-08600, as operative provisions of the city’s municipal code, except to the extent, if at all, that any provision or provisions thereof is or are clearly inapplicable to or for the city. Such authorities are adopted in their presently existing versions, or as they might later be amended or recodified, and also via any replacements or substitutions.

3.01.040 Enforcement by city personnel.

(a) City officers and agents, including but not limited to code enforcement and law enforcement personnel, shall and do have direct authority to enforce this chapter. Concurrent authority shall and does exist with other governmental jurisdictions, such as the county.

(b) The authority of city personnel to enforce this chapter includes, but is not limited to, the following:

(i) conducting routine or occasional inspections of locations, operations, vehicles and places in the city that are within the scope of this chapter in order to determine whether each person who is required to possess a valid food worker card does or does not possess such as of the time of the inspection;

(ii) conducting routine or occasional inspections of locations, operations, vehicles and places in the city that are within the scope of this chapter in order to determine whether an employer does or does not possess, as of the time of the inspection, valid documentation showing the employer has provided proper information and training with regard to food handling to each and every person to whom the employer is legally obligated to provide it;

(iii) requiring persons and entities in the city that are within the scope of this chapter to provide, upon demand, for inspection and photocopying each and every food worker card, business license or registration, permit/license, or other document of any kind – including but not limited to valid proof of personal identity for each owner and each employee – so that compliance or non-compliance with this chapter can be determined as of the time of the demand;

(iv) issuing or posting correspondences, cease and desist orders, notices of non-compliance, notices of infraction, and any other type of written or oral communication, regarding this chapter and compliance or non-compliance with this chapter, to persons and entities in the city that are within the scope of this chapter;

(v) destroying or requiring the destruction of any food in the city that has been prepared or sold in violation of this chapter;

(vi) seizing, towing, impounding, or otherwise taking possession of any equipment, tools, vehicles, or other items in the city that have been used to commit a violation of this chapter;

(vii) enforcing this chapter by imposing, or referring to the city prosecutor or county prosecutor for filing of, criminal charges against any

person or entity who has violated this chapter.

3.01.050 Penalties.

(a) Any person or entity who violates this chapter shall be guilty of a criminal misdemeanor and upon conviction shall be punished by a fine not exceeding one thousand dollars, or confinement in jail not exceeding ninety days, or both. A person or entity who commits or continues a violation on multiple days shall be guilty of a separate offense for each calendar day during which a violation occurred.

(b) Any person or entity who willfully hinders, delays or obstructs the efforts of city personnel to enforce this chapter, such as by knowingly providing false information or refusing to provide information, may be charged with a gross misdemeanor pursuant to other city or state law and may be punished accordingly.

(c) Any person or entity who commits a criminal trespass, in any degree, in conjunction with violating this chapter may be charged with criminal trespass pursuant to other city or state law and may be punished accordingly.

3.01.060 Savings.

In the event that any aspect of this chapter, or its application to any circumstance, be declared unconstitutional or otherwise invalid for any reason, such decision or preemption shall not affect the validity of the remaining portions of this chapter or its application to other circumstances.

Section 4. Amendment of SMC section 4.32.100. That the body of SMC section 4.32.100 be and is amended – pursuant to and consistent with the above-cited authorities and others – to read and provide as shown in the following editing marks (which are included in this Ordinance for ease of reference, but which shall be removed when the codifiers publish the official updated version of SMC section 4.32 on the internet):

4.32.100 Penalties.

(a) Failure to pay the registration fee within thirty days after the day on which it is due shall render the registration expired.

(b) If any taxpayer fails, neglects or refuses to renew his registration, the city may seek court action including injunctive relief to prohibit the business from continued operation within the city if the registration fees are unpaid.

(c) Any person or entity who knowingly fails or refuses to comply with any provisions of this chapter or with any rule or regulation promulgated by the city clerk/~~treasurer~~, or supplies false or fraudulent information in required declarations or statements, or abets violation of this chapter, is guilty of a misdemeanor and, upon conviction shall be punished by a fine not exceeding one thousand dollars, or

confinement in jail not exceeding ninety days, or both. shall be punished by a fine not to exceed five hundred dollars. If the violation of or failure to comply with provisions or requirements of this chapter is of a continuing duration, then each day shall constitute a separate offense.

Section 5. Adoption of New SMC section 6.14.005. That a new SMC section 6.14.005 be and is adopted – pursuant to and consistent with the above-cited authorities and others – to read and provide as follows (with the full text in double-underlined editing marks because all the language is new, but which editing marks shall be removed when the codifiers publish the official version of SMC section 6.14.005 on the internet):

6.14.005 Unlawful retail food preparation or sale.

(a) It is a criminal misdemeanor for any person or entity to violate any provision of selah municipal code chapter 3.01, and upon conviction the violator shall be punished by a fine not exceeding one thousand dollars, or confinement in jail not exceeding ninety days, or both. A person or entity who commits or continues a violation on multiple days shall be guilty of a separate offense for each calendar day during which a violation occurred.

(b) City officers and agents, including but not limited to code enforcement and law enforcement personnel, shall and do have the authority to seize, tow, impound, or otherwise take possession of any equipment, tools, vehicles, or other items in the city that have been used to commit a violation of selah municipal code chapter 3.01.

Section 6. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 7. Corrections. The City Attorney and the codifiers of the SMC are authorized to make any necessary or desirable clerical or formatting changes – including but not limited to correcting scrivener errors; changing formatting; eliminating bold, italic and underscore emphasis; changing numbering; and correcting references – when publishing or republishing the official text of any section(s), chapter(s), title(s) or other portion(s) of the SMC due to any amendment, addition, alteration, change, impact or enactment effectuated by this Ordinance.

Section 8. This Ordinance Takes Effect Immediately; Subsequent Publication Shall Occur. This Ordinance – as a public safety emergency ordinance that is necessary for the protection of public health, public safety, public property and public peace, and which has been passed by a majority-plus-one portion of the whole membership of the City Council and also signed by the Mayor – shall and does take effect immediately and shall be and is in full force immediately. Pursuant to RCW 35A.12.130 (3rd ¶), the non-exhaustive underlying facts necessary to support a declaration of emergency are included in the recitals (*i.e.*, “WHEREAS” paragraphs) set forth above, all of which have been adopted by reference within the operative provisions of this Ordinance. This Ordinance or a summary of it shall be published in the City’s official newspaper.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH,
WASHINGTON this 12th day of August, 2025.

Roger Bell, Mayor

ATTEST:

Courtney McGarity, City Clerk

APPROVED AS TO FORM:

Rob Case, City Attorney