



SELAH CITY COUNCIL

Regular Meeting

October 14, 2025

5:30 p.m.: Regular Scheduled Meeting

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

A yellow AIS cover page indicates an action item.

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



Selah City Council
Meeting Date: October 14, 2025
5:30 p.m.: Regular Meeting

Mayor and Interim City Administrator:	Roger Bell
Mayor Pro Tempore + Councilmember:	Mike Costello
Councilmembers:	Melissa Maxwell Jared Iverson Elizabeth Marquis Clifford Peterson William Longmire David Monaghan
City Administrator:	
City Attorney:	Rob Case
City Clerk:	Courtney McGarity

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

AGENDA

- 1) **Call to Order – Mayor Bell**
- 2) **Roll Call**
- 3) **Registering in record of councilmember absence(s) as excused absence(s), per SMC 1.06.070**
- 4) **Pledge of Allegiance**
- 5) **Invocation with Bishop Hershel Corbin 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 to comply with constitutional requirements.

- A. Pre-arranged oral comments (up to 5 minutes each):
 - Pattie Graffe – SDA
 - Keelan Naasz – YVCOG
- 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 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 September 23, 2025 Council Meeting
- B. Kimberly Grimm * Approval of Claims & Payroll
- C. Rocky Wallace * Resolution Authorizing the Mayor to Sign a Contract with HLA Engineering and Land Surveying, Inc., for Municipal Engineering Services for the Years of 2026 through 2028
- D. Rocky Wallace * Resolution Authorizing the Mayor to Sign a Three-Page Interlocal Agency Agreement for Yakima Transit – Paratransit Dial-A-Ride Service
- E. Rob Case * Resolution Authorizing the Mayor to Sign a Three-Page Quit Claim Deed Conveying Land that Was Formerly Used for the Taylor Ditch
- F. Rocky Wallace * Resolution Authorizing the Mayor to Sign “Amendment No. 1” to “Task Order No. 2024-07” with HLA Engineering and Land Surveying, Inc., for Additional Professional Services Related to the Well No. 5 Drilling and Equipping Project
- G. Rocky Wallace * Resolution Declaring the Civic Center Remodel Project to be Complete and Accepting the Work and Materials

11) **General Business**

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

- 12) **Public Forum**
A. Steve Zetz [Conducting a] Public Forum to Receive Comments Regarding the Current Version of a Draft Ordinance, and to Generally Review the Draft Ordinance, that if Adopted Would Enact Changes to the Permitting Process for Mobile Vendors and Peddlers
- 13) **Resolutions** – None
- 14) **Ordinances**
A. Rob Case [Amendment of] Ordinance Establishing the 2025 Base Salary and Wage Schedule for Unrepresented (a/k/a Non-Union) Positions [so as to Increase the Salary Range for the City Administrator Position]
- 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: October 28, 2025

Next Study Session: November 12, 2025



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 10/14/2025

Agenda Number: 10A

Action Item

Title: Approval of Meeting Minutes from September 23, 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
September 23, 2025



Call to Order

Mayor Bell called the meeting to order at 5:31 p.m.

Roll Call

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

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

Pledge of Allegiance was said by all in attendance

Invocation

Don Cline of Selah Bible Baptist Church provided prayer.

Announcement of Changes

- Keelan Naasz of YVCOG has been moved to present at the City Council meeting on October 14th

Pre-Arranged Oral Comments from the Public

- Pattie Graffe – Provided updates from Selah Downtown Association

Proclamations/Announcements

- Community Pride Awards – Selah High School – Brian Rockenbach, Geoff Anderson, Alex Huard, Nick Huard, Kacey Pollard, David Pollard, Lawrence Burmaster and Joe Gavica

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 of September 9, 2025 Council Meeting
- B. Kimberly Grimm * Approval of Claims & Payroll
- C. Rob Case * Resolution Amending the City's and Wage Ordinance, to Reflect the Reclassification of the Part-Time Office Assistant Position to Part-Time Financial Specialist
- D. Rob Case * Ordinance Amending Selah Municipal Code Subsection 4.32.030(13)
- E. Rocky Wallace * Resolution Authorizing the Mayor and City Staff to Sign a Supporting Investments in Economic Diversity (SIED) Contract with Yakima County for WSDOT-Required Traffic Studies Related to the City's Fruity Pebbles Project
- F. Steve Zetz * Resolution Authorizing the Mayor or His Designee to Sign an Interagency Agreement with the Washington State Department of Commerce for the City to Receive Funding to be Applied Toward Completing a Periodic Update of its Comprehensive Plan

Councilmember Iverson moved to approve the Consent Agenda. 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. All are in favor. Motion carries by voice vote.

Staff Reports/Announcements

The following staff members provided a department report:

- Zack Schab, Recreation + Tourism Manager
- Jim Lange, Fire Chief
- Dustin Soptich, Police Chief
- Mick Gause, Police Lt.
- Rocky Wallace, Public Works Director
- Kimberly Grimm, Finance Director
- Courtney McGarity, City Clerk

Councilmember Reports

- Councilmember Longmire – Attended the SPRSA meeting on 9/15; scheduled to attend a budget meeting with Kimberly Grimm on 9/26

- Councilmember Iverson – Scheduled to attend the Selah Chamber meeting on 9/24; Yakima Basin Fish and Wildlife Recovery Board meetings will resume at the end of September; made an inquiry on video recordings for Selah City Council meetings.
- Councilmember Peterson – Attended the Wind Phone ribbon cutting and dedication ceremony on 9/10; attended the SPRSA meeting on 9/15; the last swim meet of the season is scheduled for 9/30.
- Councilmember Maxwell – Scheduled to attend the Yakima Valley Tourism meeting on 9/24.
- Councilmember Costello – Scheduled to meet with Kimberly Grimm for a budget meeting sometime this week; attended the Emergency Management System Executive Board meeting on 9/11
- Councilmember Monaghan – Attended the YVCOG meeting to hear discussions on unfinished projects due to a lack of funding and Senator King was present to discuss updates on current legislation.
- Councilmember Marquis – Attended the Selah Downtown Association Board Retreat and participated in a high-level planning session for the upcoming year; scheduled to meet with Kimberly Grimm for a budget meeting sometime this week.

City Attorney Report

No Report.

Mayor's Report

A local resident met with the Mayor to voice concerns on Selah's police vehicle markings and graphics being less visible to the public than their previous high-contrast designs, posing potential safety concerns such as community members (children and elderly) having a difficult time locating assistance and feels this gives the police department an outward appearance of not wanting to be engaged with the community; attended a YVCOG meeting in Grandview with many legislators reporting; the initial floorplan drawings for the City Hall/Police Department have been returned from the architects and changes are being presented.

Adjournment

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

Meeting ended at 6:28 p.m.

Roger Bell, Mayor

David Monaghan, Councilmember

Clifford Peterson, Councilmember

Elizabeth Marquis, Councilmember

Michael Costello, Councilmember

Melissa Maxwell, Councilmember

William Longmire, Councilmember

Jared Iverson, Councilmember

ATTEST:

Courtney McGarity, City Clerk



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 10/14/2025

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: 09:31:52 Date: 10/03/2025

10/07/2025 To: 10/07/2025

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
6639	10/07/2025	Payroll	1	EFT		909.53	Sept 1-30 2025 Pay Period
6640	10/07/2025	Payroll	1	EFT		220.42	Sept 1-30 2025 Pay Period
6641	10/07/2025	Payroll	1	EFT		295.42	Sept 1-30 2025 Pay Period
6643	10/07/2025	Payroll	1	EFT		295.42	Sept 1-30 2025 Pay Period
6644	10/07/2025	Payroll	1	EFT		295.42	Sept 1-30 2025 Pay Period
6645	10/07/2025	Payroll	1	EFT		295.42	Sept 1-30 2025 Pay Period
6646	10/07/2025	Payroll	1	EFT		295.42	Sept 1-30 2025 Pay Period
6647	10/07/2025	Payroll	1	EFT		2,138.26	Sept 16-30 2025 Pay Period
6648	10/07/2025	Payroll	1	EFT		1,867.84	Sept 16-30 2025 Pay Period
6649	10/07/2025	Payroll	1	EFT		2,192.74	Sept 16-30 2025 Pay Period
6650	10/07/2025	Payroll	1	EFT		2,082.27	Sept 16-30 2025 Pay Period
6651	10/07/2025	Payroll	1	EFT		3,082.72	Sept 16-30 2025 Pay Period
6652	10/07/2025	Payroll	1	EFT		2,078.20	Sept 16-30 2025 Pay Period
6653	10/07/2025	Payroll	1	EFT		2,552.61	Sept 16-30 2025 Pay Period
6654	10/07/2025	Payroll	1	EFT		2,222.92	Sept 16-30 2025 Pay Period
6656	10/07/2025	Payroll	1	EFT		2,059.34	Sept 16-30 2025 Pay Period
6657	10/07/2025	Payroll	1	EFT		2,127.10	Sept 16-30 2025 Pay Period
6658	10/07/2025	Payroll	1	EFT		4,500.48	Sept 16-30 2025 Pay Period
6659	10/07/2025	Payroll	1	EFT		154.20	Sept 16-30 2025 Pay Period
6660	10/07/2025	Payroll	1	EFT		2,305.55	Sept 16-30 2025 Pay Period
6661	10/07/2025	Payroll	1	EFT		3,232.99	Sept 16-30 2025 Pay Period
6662	10/07/2025	Payroll	1	EFT		2,119.55	Sept 16-30 2025 Pay Period
6663	10/07/2025	Payroll	1	EFT		2,789.58	Sept 16-30 2025 Pay Period
6664	10/07/2025	Payroll	1	EFT		2,056.13	Sept 16-30 2025 Pay Period
6666	10/07/2025	Payroll	1	EFT		1,908.32	Sept 16-30 2025 Pay Period
6667	10/07/2025	Payroll	1	EFT		59.80	Sept 16-30 2025 Pay Period
6668	10/07/2025	Payroll	1	EFT		1,344.45	Sept 16-30 2025 Pay Period
6669	10/07/2025	Payroll	1	EFT		2,751.72	Sept 16-30 2025 Pay Period
6670	10/07/2025	Payroll	1	EFT		2,245.91	Sept 16-30 2025 Pay Period
6671	10/07/2025	Payroll	1	EFT		2,035.14	Sept 16-30 2025 Pay Period
6672	10/07/2025	Payroll	1	EFT		2,006.77	Sept 16-30 2025 Pay Period
6673	10/07/2025	Payroll	1	EFT		3,601.67	Sept 16-30 2025 Pay Period
6675	10/07/2025	Payroll	1	EFT		2,498.41	Sept 16-30 2025 Pay Period
6676	10/07/2025	Payroll	1	EFT		1,600.04	Sept 16-30 2025 Pay Period
6678	10/07/2025	Payroll	1	EFT		2,136.48	Sept 16-30 2025 Pay Period
6679	10/07/2025	Payroll	1	EFT		3,811.96	Sept 16-30 2025 Pay Period
6680	10/07/2025	Payroll	1	EFT		1,972.95	Sept 16-30 2025 Pay Period
6681	10/07/2025	Payroll	1	EFT		111.68	Sept 16-30 2025 Pay Period
6684	10/07/2025	Payroll	1	EFT		1,994.42	Sept 16-30 2025 Pay Period
6685	10/07/2025	Payroll	1	EFT		2,089.06	Sept 16-30 2025 Pay Period
6687	10/07/2025	Payroll	1	EFT		2,348.92	Sept 16-30 2025 Pay Period
6688	10/07/2025	Payroll	1	EFT		1,919.31	Sept 16-30 2025 Pay Period
6689	10/07/2025	Payroll	1	EFT		2,621.90	Sept 16-30 2025 Pay Period
6690	10/07/2025	Payroll	1	EFT		1,424.84	Sept 16-30 2025 Pay Period
6691	10/07/2025	Payroll	1	EFT		1,930.40	Sept 16-30 2025 Pay Period
6692	10/07/2025	Payroll	1	EFT		112.15	Sept 16-30 2025 Pay Period
6693	10/07/2025	Payroll	1	EFT		134.57	Sept 16-30 2025 Pay Period
6694	10/07/2025	Payroll	1	EFT		1,927.40	Sept 16-30 2025 Pay Period
6695	10/07/2025	Payroll	1	EFT		1,941.72	Sept 16-30 2025 Pay Period
6696	10/07/2025	Payroll	1	EFT		3,486.59	Sept 16-30 2025 Pay Period
6697	10/07/2025	Payroll	1	EFT		2,376.78	Sept 16-30 2025 Pay Period
6698	10/07/2025	Payroll	1	EFT		2,154.98	Sept 16-30 2025 Pay Period
6700	10/07/2025	Payroll	1	EFT		3,881.46	Sept 16-30 2025 Pay Period
6701	10/07/2025	Payroll	1	EFT		3,197.74	Sept 16-30 2025 Pay Period
6702	10/07/2025	Payroll	1	EFT		2,026.70	Sept 16-30 2025 Pay Period
6703	10/07/2025	Payroll	1	EFT		2,074.95	Sept 16-30 2025 Pay Period
6704	10/07/2025	Payroll	1	EFT		2,331.26	Sept 16-30 2025 Pay Period
6705	10/07/2025	Payroll	1	EFT		2,715.42	Sept 16-30 2025 Pay Period
6706	10/07/2025	Payroll	1	EFT		2,807.43	Sept 16-30 2025 Pay Period
6707	10/07/2025	Payroll	1	EFT		2,078.79	Sept 16-30 2025 Pay Period

CHECK REGISTER

City Of Selah

Time: 09:31:52 Date: 10/03/2025

10/07/2025 To: 10/07/2025

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
6708	10/07/2025	Payroll	1	EFT		1,953.55	Sept 16-30 2025 Pay Period
6709	10/07/2025	Payroll	1	EFT		2,831.17	Sept 16-30 2025 Pay Period
6710	10/07/2025	Payroll	1	EFT		3,158.61	Sept 16-30 2025 Pay Period
6711	10/07/2025	Payroll	1	EFT		2,540.64	Sept 16-30 2025 Pay Period
6712	10/07/2025	Payroll	1	EFT		2,352.29	Sept 16-30 2025 Pay Period
6713	10/07/2025	Payroll	1	EFT		2,531.54	Sept 16-30 2025 Pay Period
6714	10/07/2025	Payroll	1	EFT		2,124.08	Sept 16-30 2025 Pay Period
6716	10/07/2025	Payroll	1	EFT		2,554.16	Sept 16-30 2025 Pay Period
6717	10/07/2025	Payroll	1	EFT		2,336.54	Sept 16-30 2025 Pay Period
6718	10/07/2025	Payroll	1	EFT		2,525.11	Sept 16-30 2025 Pay Period
6721	10/07/2025	Payroll	1	EFT		2,533.58	Sept 16-30 2025 Pay Period
6722	10/07/2025	Payroll	1	EFT		2,477.11	Sept 16-30 2025 Pay Period
6723	10/07/2025	Payroll	1	EFT		4,229.11	Sept 16-30 2025 Pay Period
6725	10/07/2025	Payroll	1	EFT		2,127.43	Sept 16-30 2025 Pay Period
6726	10/07/2025	Payroll	1	EFT		3,150.53	Sept 16-30 2025 Pay Period
6727	10/07/2025	Payroll	1	EFT		2,139.04	Sept 16-30 2025 Pay Period
6728	10/07/2025	Payroll	1	EFT		2,062.74	Sept 16-30 2025 Pay Period
6729	10/07/2025	Payroll	1	EFT		2,023.32	Sept 16-30 2025 Pay Period
6730	10/07/2025	Payroll	1	EFT		1,764.01	Sept 16-30 2025 Pay Period
6731	10/07/2025	Payroll	1	EFT		3,688.51	Sept 16-30 2025 Pay Period
6732	10/07/2025	Payroll	1	EFT		1,326.87	Sept 16-30 2025 Pay Period
6733	10/07/2025	Payroll	1	EFT		3,165.13	Sept 16-30 2025 Pay Period
6734	10/07/2025	Payroll	1	EFT		2,752.94	Sept 16-30 2025 Pay Period
6735	10/07/2025	Payroll	1	EFT		3,477.52	Sept 16-30 2025 Pay Period
6737	10/07/2025	Payroll	1	EFT		3,064.92	Sept 16-30 2025 Pay Period
6642	10/07/2025	Payroll	1	86842		295.42	Sept 1-30 2025 Pay Period
6655	10/07/2025	Payroll	1	86843		63.37	Sept 16-30 2025 Pay Period
6665	10/07/2025	Payroll	1	86844		51.40	Sept 16-30 2025 Pay Period
6674	10/07/2025	Payroll	1	86845		113.69	Sept 16-30 2025 Pay Period
6677	10/07/2025	Payroll	1	86846		63.55	Sept 16-30 2025 Pay Period
6682	10/07/2025	Payroll	1	86847		77.10	Sept 16-30 2025 Pay Period
6683	10/07/2025	Payroll	1	86848		89.94	Sept 16-30 2025 Pay Period
6686	10/07/2025	Payroll	1	86849		132.65	Sept 16-30 2025 Pay Period
6699	10/07/2025	Payroll	1	86850		71.02	Sept 16-30 2025 Pay Period
6715	10/07/2025	Payroll	1	86851		88.72	Sept 16-30 2025 Pay Period
6719	10/07/2025	Payroll	1	86852		47.87	Sept 16-30 2025 Pay Period
6720	10/07/2025	Payroll	1	86853		89.94	Sept 16-30 2025 Pay Period
6724	10/07/2025	Payroll	1	86854		154.34	Sept 16-30 2025 Pay Period
6736	10/07/2025	Payroll	1	86855		152.09	Sept 16-30 2025 Pay Period

001 General Fund	48,349.08
103 Fire Control	51,301.95
110 City Street	15,320.31
118 Civic Center	3,949.12
119 Transit	1,103.84
411 Water	25,759.77
415 Sewer	37,604.80
420 Solid Waste	824.30

184,213.17 Payroll: 184,213.17

CHECK REGISTER

City Of Selah

Time: 09:31:52 Date: 10/03/2025

10/07/2025 To: 10/07/2025

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

Payroll Specialist

Finance Director

Subscribed this _____ day of _____, _____

The following voucher/checks are approved for payment:

Voucher/check number _____ through _____ Total \$ _____

ACCOUNTS PAYABLE

City Of Selah

Time: 16:49:13 Date: 10/08/2025

As Of: 11/28/2025

Page: 1

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
5763	10/03/2025	10/14/2025 1595	A Plus Fire & Safety	60.65	Invoice #EV2930
5791	09/18/2025	10/14/2025 1595	A Plus Fire & Safety	124.55	EV2929 annual fire extinguisher
5803	10/07/2025	10/14/2025 1595	A Plus Fire & Safety	485.02	Invoice #EV2937
5819	10/07/2025	10/14/2025 1595	A Plus Fire & Safety	755.88	Invoice #EV2927
5820	10/07/2025	10/14/2025 1595	A Plus Fire & Safety	133.21	Invoice #EV2928
5821	10/07/2025	10/14/2025 1595	A Plus Fire & Safety	176.53	Invoice #EV2931
5822	10/07/2025	10/14/2025 1595	A Plus Fire & Safety	557.75	Invoice #EV2932
5790	09/24/2025	10/14/2025 1606	Abadan	87.91	AR333672
5804	10/07/2025	10/14/2025 1606	Abadan	19.48	Invoice #AR333671
5920	10/08/2025	10/14/2025 1606	Abadan	42.82	Invoice #AR333673
5778	10/03/2025	10/14/2025 1627	Amazon Capital Services	74.72	Invoice #1GJR-GHXW-9M4W
5779	10/03/2025	10/14/2025 1627	Amazon Capital Services	43.30	Invoice #16TT-7F3R-CQ6K
5870	10/08/2025	10/14/2025 1627	Amazon Capital Services	19.48	Invoice #191R-XJT6-DRMH
5871	10/08/2025	10/14/2025 1627	Amazon Capital Services	21.06	Invoice #1NML-MKN4-9GHX
5872	10/08/2025	10/14/2025 1627	Amazon Capital Services	64.24	Invoice #1PQG-JQDJ-FMP9
5780	10/03/2025	10/14/2025 3231	American First Aid Supply	703.23	Invoice #TR-1914
5917	10/08/2025	10/14/2025 1633	Anatek Labs	1,668.00	Invoice #2513773, 2524559, 2524967, 252032
5918	10/08/2025	10/14/2025 1633	Anatek Labs	117.00	Invoice #2525135, 2526055, 2526487
5794	10/02/2025	10/14/2025 1652	Autozone	15.58	03720475499, window repair kit
5733	09/24/2025	10/14/2025 1663	Basin Disposal Of Yakima, LLC	92,897.30	Invoice #5735620
5894	10/08/2025	10/14/2025 1694	Burrows Tractor Inc	1,351.34	Invoice #IB07312
5873	10/08/2025	10/14/2025 1706	Card Service Center	1,737.12	Invoice #1918 Sept 2025
5728	09/24/2025	10/14/2025 1710	Cascade Natural Gas Corp	21.20	Invoice #561 222 0000 1
5788	09/22/2025	10/14/2025 1710	Cascade Natural Gas Corp	52.08	Invoice due 10/6/25
5805	10/07/2025	10/14/2025 1710	Cascade Natural Gas Corp	71.17	Invoice #828 222 0000 0
5915	10/08/2025	10/14/2025 1710	Cascade Natural Gas Corp	3,569.14	Invoice #130 812 0000 1, 221 957 6433 1, 600 812 0000 2
5921	10/08/2025	10/14/2025 1710	Cascade Natural Gas Corp	6.05	Invoice #114 776 0307
5764	10/03/2025	10/14/2025 1716	Centerpoint Language Services	600.00	Invoice #8497
5818	10/07/2025	10/14/2025 1716	Centerpoint Language Services	750.00	Invoice #8498
5810	10/07/2025	10/14/2025 1722	Central WA Polygraph & Investigation	738.00	Invoice #CWPI JS, CWPI AB
5806	10/07/2025	10/14/2025 1724	Centurylink - FD	173.74	Invoice #333827572
5792	09/21/2025	10/14/2025 1727	Charter Communications	64.99	176781801092125 detective internet
5808	10/07/2025	10/14/2025 1727	Charter Communications	52.06	Invoice #176781401092125
5922	10/08/2025	10/14/2025 1738	Cintas	85.08	Invoice #4244732785
5765	10/03/2025	10/14/2025 1742	City of Selah, Utilities	222.25	Invoice #10120
5797	09/30/2025	10/14/2025 1742	City of Selah, Utilities	165.92	Sept Invoice Water
5807	10/07/2025	10/14/2025 1742	City of Selah, Utilities	251.37	Invoice #23350, 23351
5889	10/08/2025	10/14/2025 1742	City of Selah, Utilities	1,197.10	Invoice #27540 92025
5916	10/08/2025	10/14/2025 1742	City of Selah, Utilities	25,709.78	Invoice #Utilities Sept 2025

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
5863	10/08/2025	10/14/2025	3390 Commerce Hose & Industrial Products	1,304.00	Invoice #00080136
5895	10/08/2025	10/14/2025	1753 Consolidated Electrical Distributors	369.18	Invoice #9477-1109970
5919	10/08/2025	10/14/2025	1763 Culligan Yakima	9.69	Invoice #CD2788566
5809	10/07/2025	10/14/2025	1764 Cummins Sales & Service	1,465.41	Invoice #13-250945307
5781	10/03/2025	10/14/2025	3442 DTG	1,007.04	Invoice #29208551
5766	10/03/2025	10/14/2025	2708 Damron, Michelle	24.94	Invoice #1025
5802	10/07/2025	10/14/2025	1777 Daniel Polage	9,000.00	Invoice #102025
5734	09/25/2025	10/14/2025	2654 Databar	608.83	Invoice #272514
5785	10/03/2025	10/14/2025	2654 Databar	2,989.15	Invoice #272656
5811	10/07/2025	10/14/2025	1815 E3 Solutions, Inc.	1,225.96	Invoice #48900
5825	10/07/2025	10/14/2025	2782 Eagle Signs LLC	440.49	Invoice #29039
5823	10/07/2025	10/14/2025	1832 Endress + Hauser, Inc.	1,802.44	Invoice #6002726278
5824	10/07/2025	10/14/2025	1832 Endress + Hauser, Inc.	505.95	Invoice #6002729552
5896	10/08/2025	10/14/2025	1863 GS Long Co, Inc.	-100.00	Invoice #113246M-CM
5897	10/08/2025	10/14/2025	1863 GS Long Co, Inc.	1,960.60	Invoice #0853793-IN
5782	10/03/2025	10/14/2025	1868 General Pacific, Inc.	52,952.56	Invoice #21221C-Retainage
5801	10/07/2025	10/14/2025	1868 General Pacific, Inc.	80.22	Invoice #1454187
5826	10/07/2025	10/14/2025	1878 Granite Construction Company	582.24	Invoice #3039869
5827	10/07/2025	10/14/2025	1883 HD Fowler Company	16.13	Invoice #I7141764
5812	10/07/2025	10/14/2025	2429 Harvest Chevrolet	425.08	Invoice #893394
5767	10/03/2025	10/14/2025	1895 Helms Hardware Company	156.25	Invoice #857413
5800	09/25/2025	10/14/2025	1895 Helms Hardware Company	221.95	857069,855617,854329,852215
5813	10/07/2025	10/14/2025	1895 Helms Hardware Company	14.60	Invoice #858054
5828	10/07/2025	10/14/2025	1895 Helms Hardware Company	58.43	Invoice #855147
5829	10/07/2025	10/14/2025	1895 Helms Hardware Company	116.94	Invoice #855153
5830	10/07/2025	10/14/2025	1895 Helms Hardware Company	109.06	Invoice #857036
5831	10/07/2025	10/14/2025	1895 Helms Hardware Company	45.36	Invoice #857063
5832	10/07/2025	10/14/2025	1895 Helms Hardware Company	24.90	Invoice #857076
5833	10/07/2025	10/14/2025	1895 Helms Hardware Company	1.15	Invoice #857087
5834	10/07/2025	10/14/2025	1895 Helms Hardware Company	78.18	Invoice #857147
5835	10/07/2025	10/14/2025	1895 Helms Hardware Company	89.00	Invoice #857148
5836	10/07/2025	10/14/2025	1895 Helms Hardware Company	58.30	Invoice #857196
5837	10/07/2025	10/14/2025	1895 Helms Hardware Company	22.67	Invoice #857202
5838	10/07/2025	10/14/2025	1895 Helms Hardware Company	12.83	Invoice #857216
5839	10/07/2025	10/14/2025	1895 Helms Hardware Company	14.82	Invoice #857226
5840	10/07/2025	10/14/2025	1895 Helms Hardware Company	32.57	Invoice #857241
5841	10/07/2025	10/14/2025	1895 Helms Hardware Company	10.71	Invoice #857332
5842	10/07/2025	10/14/2025	1895 Helms Hardware Company	23.91	Invoice #857386
5843	10/07/2025	10/14/2025	1895 Helms Hardware Company	15.15	Invoice #857438
5844	10/07/2025	10/14/2025	1895 Helms Hardware Company	4.87	Invoice #857458

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5845	10/07/2025	10/14/2025 1895	Helms Hardware Company	21.03	Invoice #857630
5846	10/07/2025	10/14/2025 1895	Helms Hardware Company	54.84	Invoice #857645
5847	10/07/2025	10/14/2025 1895	Helms Hardware Company	190.01	Invoice #857647
5848	10/07/2025	10/14/2025 1895	Helms Hardware Company	43.40	Invoice #857724
5849	10/07/2025	10/14/2025 1895	Helms Hardware Company	31.14	Invoice #857744
5850	10/07/2025	10/14/2025 1895	Helms Hardware Company	13.31	Invoice #857770
5851	10/07/2025	10/14/2025 1895	Helms Hardware Company	61.59	Invoice #857774
5852	10/07/2025	10/14/2025 1895	Helms Hardware Company	20.06	Invoice #857782
5853	10/07/2025	10/14/2025 1895	Helms Hardware Company	3.69	Invoice #857789
5854	10/07/2025	10/14/2025 1895	Helms Hardware Company	15.58	Invoice #857818
5855	10/07/2025	10/14/2025 1895	Helms Hardware Company	153.22	Invoice #857853
5856	10/07/2025	10/14/2025 1895	Helms Hardware Company	13.60	Invoice #857914
5857	10/08/2025	10/14/2025 1895	Helms Hardware Company	8.76	Invoice #857970
5858	10/08/2025	10/14/2025 1895	Helms Hardware Company	23.65	Invoice #857973
5859	10/08/2025	10/14/2025 1895	Helms Hardware Company	19.47	Invoice #858048
5860	10/08/2025	10/14/2025 1895	Helms Hardware Company	12.17	Invoice #858068
5861	10/08/2025	10/14/2025 1895	Helms Hardware Company	9.74	Invoice #858085
5862	10/08/2025	10/14/2025 1895	Helms Hardware Company	36.04	Invoice #858274
5890	10/08/2025	10/14/2025 1895	Helms Hardware Company	207.50	Invoice #852096, 852238, 853302, 854308, 854313, 855863,
5729	09/24/2025	10/14/2025 1344	Hinze, Jared D	13.25	Expense Claim Form 92025
5735	09/26/2025	10/14/2025 157914	Homesource	63.01	1579.1 - 201 SOUTHERN
5814	10/07/2025	10/14/2025 1900	ImageTrend	10,183.83	Invoice #Inv110718, PS-INV118844
5864	10/08/2025	10/14/2025 1901	Independent Water Service, Inc.	88.81	Invoice #R241298
5903	10/08/2025	10/14/2025 1902	Indoor Air Solutions	1,831.35	Invoice #22742
5926	10/08/2025	10/14/2025 3339	Interwest Construction, Inc.	301,174.89	Invoice #25036C, 25074C PE 003
5815	10/07/2025	10/14/2025 1916	J & B Medical Supply Inc	406.13	Invoice #3471880
5891	10/08/2025	10/14/2025 1933	Jerry's Pest Service, LLC	158.12	Invoice #13321, 12728
5768	10/03/2025	10/14/2025 1950	Judicial Conference Registrar	40.00	Invoice #CLJ-Line
5914	10/08/2025	10/14/2025 1962	Kelley's Tele-Communications	234.76	Invoice #1010612810012025
5783	10/03/2025	10/14/2025 1971	Kubwater Resources, Inc.	6,175.39	Invoice #13307
5874	10/08/2025	10/14/2025 1971	Kubwater Resources, Inc.	6,175.39	Invoice #13324
5730	09/24/2025	10/14/2025 2639	Lightcurve	89.86	Invoice #100237845
5892	10/08/2025	10/14/2025 2639	Lightcurve	354.58	Invoice #100237837
5769	10/03/2025	10/14/2025 2008	Margita A. Dornay, Attorney at Law	8,600.00	Invoice #005
5770	10/03/2025	10/14/2025 2017	Medstar Cabulance, Inc.	14,159.02	Invoice #ST 16-30 Sep 2025
5799	10/01/2025	10/14/2025 2053	O'Reilly Automotive Inc	81.05	5631-106751, 5631-106027, 5631-106623, 5631-107949
5866	10/08/2025	10/14/2025 2053	O'Reilly Automotive Inc	217.81	Invoice #5631-108330
5898	10/08/2025	10/14/2025 2053	O'Reilly Automotive Inc	278.57	Invoice #5631-108624

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5899	10/08/2025	10/14/2025 2053	O'Reilly Automotive Inc	-201.88	Invoice #5631-108734
5900	10/08/2025	10/14/2025 2053	O'Reilly Automotive Inc	425.87	Invoice #5631-109177
5910	10/08/2025	10/14/2025 2053	O'Reilly Automotive Inc	16.91	Invoice #5631-109633
5911	10/08/2025	10/14/2025 2053	O'Reilly Automotive Inc	40.59	Invoice #5631-109491
5912	10/08/2025	10/14/2025 2053	O'Reilly Automotive Inc	-23.83	Invoice #5631-109490
5786	09/11/2025	10/14/2025 2055	ODP Business Solutions, LLC	173.88	9/11/25 invoice
5816	10/07/2025	10/14/2025 2055	ODP Business Solutions, LLC	55.54	Invoice #438974269001, 438974813001
5875	10/08/2025	10/14/2025 2055	ODP Business Solutions, LLC	86.68	Invoice #437266306001
5876	10/08/2025	10/14/2025 2055	ODP Business Solutions, LLC	43.96	Invoice #439072126001
5877	10/08/2025	10/14/2025 2055	ODP Business Solutions, LLC	250.95	Invoice #439074578001
5878	10/08/2025	10/14/2025 2055	ODP Business Solutions, LLC	65.71	Invoice #439074585001
5879	10/08/2025	10/14/2025 2055	ODP Business Solutions, LLC	130.52	Invoice #439074586001
5880	10/08/2025	10/14/2025 2055	ODP Business Solutions, LLC	42.62	Invoice #441027501001
5881	10/08/2025	10/14/2025 2055	ODP Business Solutions, LLC	22.75	Invoice #441027933001
5913	10/08/2025	10/14/2025 2059	One Call Concepts	100.08	Invoice #5099109
5771	10/03/2025	10/14/2025 2061	Operation Omni Janitorial Service	5,460.04	Invoice #328893
5909	10/08/2025	10/14/2025 2066	Oxarc, Inc.	6,152.42	Invoice #0032431624, 0062133989
5907	10/08/2025	10/14/2025 2084	Patrick Spurgin, P.S.	1,468.50	Invoice #RZ-2025-001
5908	10/08/2025	10/14/2025 2084	Patrick Spurgin, P.S.	1,633.50	Invoice #CL3-2025-001
5798	09/22/2025	10/14/2025 3340	Price Ford	1,172.94	46188935, exhaust leak
5901	10/08/2025	10/14/2025 3340	Price Ford	34.66	Invoice #5502488
5731	09/24/2025	10/14/2025 2125	Regence Blue Shield	181.00	Invoice #150092464
5893	10/08/2025	10/14/2025 2135	Ricoh USA, Inc.	143.98	Invoice #5072045451
5772	10/03/2025	10/14/2025 2138	Robert R. Northcott	300.00	Invoice #10325
5867	10/08/2025	10/14/2025 2146	Russell Landscaping, LLC	390.42	Invoice #12329
5887	10/07/2025	10/14/2025 3024	Secure Court Solutions, LLC	2,360.00	P100248, P100390, P100429, P100430, P100467, P100466, P100505
5787	09/22/2025	10/14/2025 2163	Securitas Technology Corporation	320.71	Invoice 6005250544 and 6005250547
5882	10/08/2025	10/14/2025 2196	Smitty's Outdoor Power Equipment, Inc.	273.38	Invoice #143049
5868	10/08/2025	10/14/2025 2202	Sousley Sound & Communications	330.86	Invoice #88663
5784	10/03/2025	10/14/2025 2203	Spencer Fluid Power	650.61	Invoice #32831125
5732	09/24/2025	10/14/2025 2640	Springbrook	1,250.00	Invoice #INV-B002228
5774	10/03/2025	10/14/2025 3400	Studio Meng Strazzara	20,100.00	Invoice #2025104-102
5869	10/08/2025	10/14/2025 1282	Taylor, Matthew D	144.00	Invoice #10/20-10/24
5796	10/01/2025	10/14/2025 2246	TransUnion Risk & Alternative	81.23	329925-202509-1 TLO
5904	10/08/2025	10/14/2025 2268	Valley Septic Services LLC	430.00	Invoice #233864, 233865
5795	10/02/2025	10/14/2025 2269	Valvoline Instant Oil Change	42.88	46948 knox oil change
5865	10/08/2025	10/14/2025 1383	Van Doren, Leif E	106.00	Invoice #9302025
5923	10/08/2025	10/14/2025 2271	Verizon Wireless	235.17	Invoice #542041368-00004
5775	10/03/2025	10/14/2025 2537	WA State Treasurer	12,990.19	Invoice #92025

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5884	10/08/2025	10/14/2025	2900 Washington Audiology Services Inc.	1,461.74	Invoice #65364
5883	10/08/2025	10/14/2025	2291 Washington Auto Carriage	208.38	Invoice #S111132
5906	10/08/2025	10/14/2025	2308 Washington St Dept of Transportation	476.92	Invoice #RE 45 JE5007 L312
5793	10/06/2025	10/14/2025	2310 Washington State Patrol	96.00	I2601659 WSP Backgrounds
5789	09/26/2025	10/14/2025	3288 Whatsamather Consulting Inc.	2,595.00	Leadership training worrell/lennon/hinze
5776	10/03/2025	10/14/2025	2332 William Ervin	506.68	Invoice #CPT64483
5924	09/30/2025	10/14/2025	2339 Yakima Cooperative Association	6,883.26	10/15/25 due date
5925	10/08/2025	10/14/2025	2339 Yakima Cooperative Association	8,269.57	Invoice #157825 Sept 2025
5777	10/03/2025	10/14/2025	2354 Yakima County Prosecutor's	189.39	Invoice #92025
5902	10/08/2025	10/14/2025	2355 Yakima County Public Services	11,592.59	Invoice #CI012439
5888	10/06/2025	10/14/2025	2356 Yakima County Sheriff's Office	31,402.77	Invoice 2025-SE-03
5885	10/08/2025	10/14/2025	2360 Yakima Herald Republic	266.00	Invoice #77681
5886	10/08/2025	10/14/2025	2360 Yakima Herald Republic	259.00	Invoice #77779
5905	10/08/2025	10/14/2025	2377 Yakima Waste Systems, Inc.	179.82	Invoice #4426574S195
5817	10/07/2025	10/14/2025	2378 Yakima Worker Care	72.00	Invoice #50536
Report Total:				685,874.24	

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: 10/14/2025

Agenda Number: 10C

Action Item

Title: Resolution Authorizing the Mayor to Sign a Contract with HLA Engineering and Land Surveying, Inc., for Municipal Engineering Services for the Years of 2026 through 2028

From: Rocky Wallace, Public Works Director

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: Varied, but substantial. The City has paid multiple millions of dollars to HLA over the years.

Funding Source: Varied, and will not be precisely known until specific projects are pursued.

Background/Findings/Facts: The City does not directly employ an engineer, and, for that reason, it has retained one or more outside firms to provide engineering services to the City via a written contract. The City's current contract – with HLA Engineering and Land Surveying, Inc. (HLA) – is set to expire at the conclusion of 2025. The City recently solicited Statements of Qualification (SOQs) from potentially interested engineering firms that could provide engineering services to the City for the years of 2026 through 2028. A five-member panel, consisting of two City Councilmembers and three City staff members, reviewed SOQ submissions from two (2) interested engineering firms, and ultimately determined that the submission by HLA was the best fit for the City's needs during 2026-2028. The determination was unanimous, and the selection criteria included the following topics/metrics: Past Performance; Capacity to do Work; Qualifications; Project Manager; Project Approach; and Location.

A proposed twelve-page contract – labeled Agreement for Professional Services, has been prepared to formalize the 2026-2028 relationship between the parties. The terms thereof are acceptable to City staff, and City staff is requesting that the City Council authorize the Mayor – by approving the attached proposed Resolution – to sign it.

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:
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8/5/2025	Second Publishing of City of Selah Updated Request for Statement of Qualifications for Municipal Engineering Services
7/29/2025	First Publishing of City of Selah Updated Request for Statement of Qualifications for Municipal Engineering Services
7/24/2025	First Publishing of City of Selah Request for Statement of Qualifications for Municipal Engineering Services.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE MAYOR TO SIGN A CONTRACT WITH HLA
ENGINEERING AND LAND SURVEYING, INC., FOR MUNICIPAL ENGINEERING
SERVICES FOR THE YEARS OF 2026 THROUGH 2028

WHEREAS, the City does not directly employ an engineer, and, for that reason, it has retained one or more outside firms to provide engineering services to the City via a written contract; and

WHEREAS, the City's current contract – with HLA Engineering and Land Surveying, Inc. (HLA) – is set to expire at the conclusion of 2025; and

WHEREAS, the City recently solicited Statements of Qualifications (SOQs) from potentially interested engineering firms that could provide engineering services to the City for the years of 2026 through 2028; and

WHEREAS, the City reviewed two (2) SOQ submissions from interested engineering firms, and ultimately determined that the submission by HLA was the best fit for the City's needs during 2026-2028; and

WHEREAS, a proposed twelve-page contract – labeled Agreement for Professional Services – has been prepared to formalize the 2026-2028 relationship between the parties, and the terms thereof 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 twelve-page Agreement with HLA for the years of 2026-2028 in the form appended hereto.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 14th day of October, 2025.

Roger Bell, Mayor

ATTEST:

Courtney McGarity, City Clerk

APPROVED AS TO FORM:

Rob Case, City Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT entered into this _____ day of September 2025, by the City of Selah, 115 West Naches Avenue, Selah, Washington 98942, hereinafter called the CONTRACTING AGENCY, and HLA Engineering and Land Surveying, Inc., 2803 River Road, Yakima, Washington 98902, hereinafter called the CONSULTANT.

WITNESSETH: That in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

1.0 ENGAGEMENT OF CONSULTANT:

The CONTRACTING AGENCY, acting pursuant to its vested authority and in accordance with the City Council's approval on _____, 2025, does hereby hire the CONSULTANT to perform professional engineering, planning, surveying, and management services as requested by the CONTRACTING AGENCY.

Mayor Roger Bell (roger.bell@selahwa.gov) will act as the CONTRACTING AGENCY's Designated Representative for the administration of this Agreement. Mr. Benjamin A. Annen, PE, Vice President, (bannen@hlacivil.com) will act as the CONSULTANT's Designated Representative for the administration of this Agreement. Should either party add or change a Designated Representative during the term of this Agreement, the changing party shall notify the other party in writing.

This Agreement for Professional Services can only be amended or revised by subsequent written agreement signed and dated by both parties.

The relationship of the CONSULTANT to the CONTRACTING AGENCY shall be that of an independent contractor rendering professional consulting services. The CONSULTANT shall have no authority to execute contracts or to make commitments on behalf of the CONTRACTING AGENCY and nothing contained herein shall be deemed to create the relationship of employer and employee and/or principal and agent between the CONTRACTING AGENCY and the CONSULTANT. It is expressly understood that CONSULTANT shall have discretion to perform its duties under this Agreement by acceptable means, methods, and professional standards applicable to the work in the same locality, without undue influence and/or direction by CONTRACTING AGENCY.

2.0 CHARACTER AND EXTENT OF SERVICES:

The CONSULTANT shall perform certain professional engineering, surveying, planning, and management services as requested during the calendar years of 2026, 2027, and 2028. Such services may include, but are not necessarily limited to, the following types of work:

- 2.1 General municipal engineering, surveying, and planning tasks for street, storm drain, water, sanitary sewer, parks, and garbage, including but not limited to, development of studies, plans and reports; analysis of utility rates and infrastructure funds; design, plans and specifications and contract documents; construction standards, and assistance with grant and loan funding applications and funding obligation packages.
- 2.2 Preparation of a Water System Plan, General Sewer Plan, Stormwater Plan, Treatment Plant Facilities Plan, and Capital Facilities Plan.
- 2.3 Design, plans, specifications, and services during construction for sanitary sewer systems, wastewater treatment, and conveyance system improvements.
- 2.4 Design, plans, specifications, and services during construction for domestic water system improvements.
- 2.5 Design, plans, specifications, and services during construction for transportation system improvements.

- 2.6 Design, plans, specifications, and services during construction for storm drainage system improvements.
- 2.7 Design, plans, specifications, and services during construction for irrigation system improvements.
- 2.8 Surveying tasks for right-of-way, easements, property boundaries, and subdivision of property.
- 2.9 Project cost estimates (opinions of cost), reports, and applications for funding.
- 2.10 Geographic Information System (GIS) mapping and management.
- 2.11 Miscellaneous engineering and surveying tasks as requested.
- 2.12 Private development processing, review, permitting, and administration.
- 2.13 Municipal planning services for current planning and long-range planning.
- 2.14 Public outreach, engagement, and visualizations.
- 2.15 Architectural, electrical engineering, structural engineering, environmental engineering, geotechnical engineering, and other services via subconsultant(s).

3.0 TASK ORDERS/SPECIFIC HOURLY RATE BASIS:

Prior to commencement of any service to be performed through a Task Order, the CONTRACTING AGENCY and CONSULTANT shall mutually agree upon and execute a Task Order for the specified service utilizing the general form of Task Order attached hereto as Exhibit B and by this reference incorporated herein. The Task Order shall describe the services to be provided, the time for performance of the service, the fee provisions for the services, and any provisions additional to this Agreement. Execution by the CONTRACTING AGENCY and CONSULTANT of subsequent Task Orders shall incorporate such subsequent task orders into this Agreement. The terms and conditions of this Agreement shall govern any and all work performed pursuant to a Task Order.

Any work directed to be performed by the CONTRACTING AGENCY without utilizing a Task Order shall be performed on a specific hourly rate basis and considered General Services work.

4.0 ITEMS TO BE FURNISHED AND RESPONSIBILITY OF CONTRACTING AGENCY:

The CONTRACTING AGENCY will provide or perform the following:

- 4.1 Provide all information as to CONTRACTING AGENCY requirements of the Project.
- 4.2 Provide all available information pertinent to the Project relative to the completion of design and construction of the Project.
- 4.3 Examine all documents presented by HLA and provide written decisions within a reasonable time so as not to delay the work of HLA. All design submittals (30%, 60%, 90%) shall be reviewed by the CONTRACTING AGENCY, and comments returned to HLA within two (2) weeks of each submittal.
- 4.4 Obtain approval of all governmental authorities for the Project and such approvals and consents from other individuals as necessary for completion of the Project.
- 4.5 Provide any existing right-of-way files that are pertinent to the design.
- 4.6 Pay for advertising, notices, or other publications as may be required.

- 4.7 Pay for all necessary permits and testing fees not paid by a Contractor on construction projects.

5.0 COMPLETION TIMES:

The services called for under the various phases of Section 2.0 of this Agreement shall be completed as follows:

- 5.1 Services required for these tasks shall be completed within the times mutually agreed in the applicable Task Order by the CONTRACTING AGENCY and the CONSULTANT.

6.0 PROFESSIONAL FEES:

For the services furnished by the CONSULTANT as described under Section 2.0 of this Agreement, the CONTRACTING AGENCY agrees to pay the CONSULTANT the fees as set forth herein:

- 6.1 According to Exhibit A - Schedule of Rates on a lump sum basis, or time spent basis as specified in the applicable Task Order, plus reimbursement for direct non-salary expenses such as vehicle mileage, out-of-town meals/lodging, advertising, printing expenses, and outside subconsultants retained by the CONSULTANT for the performance of an applicable Task Order. Any outside subconsultant's invoices shall be charged to the CONTRACTING AGENCY at the rate of 1.10 times the subconsultant's invoice to the CONSULTANT. The CONTRACTING AGENCY acknowledges that Exhibit A - Schedule of Rates will be adjusted each January 1st during the term of this Agreement to the HLA Standard Schedule of Rates in effect at the time.
- 6.2 Expert witness services, including consultation time with CONTRACTING AGENCY's attorneys, time for review and preparation for deposition and trial testimony, and time for deposition and trial testimony, shall be charged to CONTRACTING AGENCY at an hourly rate multiplier of 1.5 times those shown in Exhibit A – Schedule of Rates.

7.0 PAYMENT:

Monthly payments, payable according to Section 8.0 of this Agreement, shall be based on the documented amount due.

8.0 CONTRACTING AGENCY PAYMENT SCHEDULE:

The CONTRACTING AGENCY will process payment for all statements received within 30 days of the statement date. All statements not paid within 30 days of the statement date shall be subject to service charges of one and one-quarter percent (1.25%) per month.

9.0 FACILITIES TO BE FURNISHED BY THE CONSULTANT:

The CONSULTANT shall furnish and maintain a central office and equipment suitable and adequate for the prosecution of the work that is normal to the functioning of an established consulting engineering, planning, and land surveying practice.

10.0 TERMINATION FOR CAUSE:

The CONTRACTING AGENCY or CONSULTANT may terminate this Agreement by giving sixty (60) days written notice, in the event of substantial failure by the other party to perform in accordance with this Agreement through no fault of the terminating party. Such termination is not effective if the failure is cured before expiration of the period specified in the written notice. Upon termination for cause by either party, all invoices for services performed up to the date of termination are immediately due and payable. If a finder of fact (*i.e.*, judge or arbitrator) subsequently finds the CONTRACTING AGENCY was not in substantial failure or material breach of this Agreement, the CONSULTANT's termination of the CONTRACTING AGENCY for cause under this Section shall automatically be converted to a termination for convenience pursuant to Section 11.0 of this Agreement.

11.0 TERMINATION FOR CONVENIENCE:

Either party may terminate this Agreement by giving sixty (60) days written notice to the other party. In the event the CONTRACTING AGENCY requests early termination of the CONSULTANT's services, CONSULTANT reserves the right to complete such analyses and records as necessary to place CONSULTANT's files in order and to complete a report on the services performed to date. Upon termination for convenience by either party, all invoices for services performed up to the date of termination are immediately due and payable.

12.0 MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES AND LIMITATION OF LIABILITY:

In no event will either party be liable to the other for any special, indirect, incidental, or consequential damages of any nature arising out of or related to the performance of this Agreement, whether founded in negligence, strict liability, warranty, or breach of contract. In addition, both parties expressly waive any and all claims against the other for any liquidated damages liability that may be incurred or assessed.

CONSULTANT's aggregate liability responsibility to the CONTRACTING AGENCY, including that of CONSULTANT's affiliates, officers, directors, employees, agents, and subconsultants, is limited to the amount of CONSULTANT's fee under each applicable Task Order to this Agreement. This limitation of liability applies to all lawsuits, claims, or actions, whether identified as arising in tort, contract, or other legal theory (including without limitation, CONSULTANT's indemnity obligations in Section 15.0) related to CONSULTANT's services under this Agreement and any continuation or extension of CONSULTANT's services.

If the CONTRACTING AGENCY desires a higher limitation, CONSULTANT may agree, at CONTRACTING AGENCY's request, to increase the limitation of remedy to a greater sum in exchange for a negotiated increase in CONSULTANT's fee. Any additional charge for a higher limit is consideration for the greater risk assumed by CONSULTANT and is not a charge for additional professional liability insurance. Any agreement to increase the limitation of remedy amount must be made in writing and signed by both parties in advance of the provision of services under this Agreement.

By entering into this Agreement, CONTRACTING AGENCY acknowledges that this limitation of remedy provision has been reviewed, understood, and is a material part of this Agreement, and that the CONTRACTING AGENCY has had an opportunity to seek legal advice regarding this provision.

13.0 NO PERSONAL LIABILITY:

The CONTRACTING AGENCY agrees that, to the fullest extent permitted by law, that no shareholder, officer, director, or employee of CONSULTANT shall have personal liability under this Agreement, or for any matter in connection with the professional services provided in connection with this Agreement.

14.0 ARBITRATION:

All claims, disputes, and other matters in question arising out of, or related to, this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Rules of the American Arbitration Association. This Agreement to arbitrate shall be specifically enforceable under RCW Ch. 7.04A.

Notice of the demand for arbitration shall be filed in writing with the other party of this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for arbitration be made after the institution of legal or equitable proceedings based upon such a claim, dispute, or other matter in question would be barred by applicable statute of limitations.

The award rendered by the arbitrator(s) shall be final and binding, and judgment may be entered upon it in any court having jurisdiction.

In the event of a claim, jurisdiction and venue shall be in Yakima County, Washington, unless otherwise mutually agreed by the parties in writing.

The CONTRACTING AGENCY expressly agrees that before the CONTRACTING AGENCY can file a notice of demand for arbitration as provided above, based on professional negligence or breach of the professional standard of care, the CONTRACTING AGENCY shall obtain a written opinion of a licensed or registered professional practicing in the same licensing jurisdiction as the services provided by CONSULTANT that are in dispute. The professional who prepares the written opinion must be licensed or registered in the discipline or specialty that is the basis for the dispute. The written opinion must indicate that CONSULTANT violated the prevailing standard of care in the delivery of its services. The written opinion also must describe the basis for that opinion and the conclusion that the alleged failure to comply with the standard of care was the cause of all or part of the alleged damages. The written opinion must be made available to the CONSULTANT for review and comment at least thirty (30) days prior to the CONTRACTING AGENCY filing its demand for arbitration. The parties agree this provision was mutually negotiated and is an integral part of the consideration for this Agreement.

15.0 INDEMNIFICATION:

Subject to the terms of Section 12.0 above, the CONSULTANT will indemnify and hold CONTRACTING AGENCY harmless from and against any claims, liabilities, damages, and costs (including reasonable attorney fees and costs of defense) arising out of the death or bodily injury to persons or damage to property to the extent proven to be caused or resulting from the sole negligence of CONSULTANT, its agents, or its employees. For any such claims, liabilities, damages, or costs caused by or resulting from the concurrent negligence of CONSULTANT and other parties, including the CONTRACTING AGENCY, the duty to indemnify shall apply only to the extent of CONSULTANT's proven negligence.

The CONTRACTING AGENCY will defend, indemnify, and hold CONSULTANT harmless from and against any and all claims (including without limitation, claims by third parties and claims for economic loss), liabilities, damages, fines, penalties, and costs (including reasonable attorney fees and costs of defense) arising out of or in any way related to the CONTRACTING AGENCY's, and its agents and employees', negligent acts or omissions. This obligation shall not apply to the extent of proven negligence of CONSULTANT, its officers, agents, and employees.

The duty to defend in this provision means the parties shall assume the defense of such claim using legal counsel approved by the non-negligent party and the non-negligent party shall be entitled to participate in the strategy and direction of the defense. In the course of defending a claim under this provision, the negligent party shall not settle the claim without the non-negligent party's consent unless (i) such settlement or compromise only involves monetary relief that is paid in full by the negligent party; (ii) the non-negligent party is not liable for any such settlement or compromise; and (iii) there is no finding or admission that the non-negligent party is or was liable under any legal theory for damages relating to the claim.

The CONSULTANT shall secure and maintain in force throughout the duration of this Agreement, comprehensive general liability insurance written on an occurrence basis with a minimum coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate for personal injury, \$1,000,000 per occurrence/aggregate for property damage, and professional liability insurance with minimum coverage of \$2,000,000 per occurrence and \$3,000,000 aggregate.

In the event the CONTRACTING AGENCY requires contractors or subcontractors working on CONTRACTING AGENCY projects to acquire and provide proof of insurance covering public liability, death, and property damage naming the CONTRACTING AGENCY as an insured, the CONTRACTING AGENCY shall require said contractors or subcontractors to name the CONSULTANT as an additional insured.

16.0 ASSIGNMENT:

The CONSULTANT shall not assign this Agreement, or any of the work or services covered by this Agreement, without the express written consent of the CONTRACTING AGENCY.

17.0 STANDARD FOR PERFORMANCE:

CONSULTANT will endeavor to perform its professional services with that degree of care and skill ordinarily exercised under similar conditions by professional consultants practicing in the same discipline at the same time and location.

18.0 OPINIONS OF COST:

The CONSULTANT has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or other competitive bidding or market conditions, and its opinions of probable project or construction costs (Engineer's Estimates) are to be made on the basis of its experience and qualifications and represents its judgment as an experienced Professional Engineer, familiar with the construction industry. The CONTRACTING AGENCY acknowledges that actual project costs are only determined by competitive bidding or negotiation, and the CONSULTANT cannot and does not guarantee that proposals, bids, or actual project or construction costs will not vary from the opinions of probable costs prepared by it.

19.0 CONSTRUCTION AND SAFETY:

The CONSULTANT shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by contractors or the safety precautions and programs incidental to the work of contractors. It is the intent that the construction contractors will be held responsible for means and methods of construction and all safety issues.

20.0 SUBMITTAL REVIEW:

Review of proposed contractor substitutions of materials and equipment by CONSULTANT is only for general conformance with the design concept of the Project and general compliance with the information given in the Contract Documents. The review does not affect the contractor's responsibility to perform all contract requirements. Corrections or comments made on the shop drawings during submittal review do not relieve the Contractor from compliance with requirements of the Contract Documents. The Contractor is responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner.

21.0 OWNERSHIP AND REUSE OF DOCUMENTS:

The originals of all documents, including drawings and specifications prepared by CONSULTANT pursuant to this Agreement, shall remain the property of the CONSULTANT and are instruments of service in respect of the Project. The CONSULTANT shall provide the CONTRACTING AGENCY with electronic copies of all documents, drawings, specifications, and other work products that shall be the property of the CONTRACTING AGENCY. Such documents, drawings, and specifications are not intended nor represented by the CONSULTANT to be suitable for reuse by the CONTRACTING AGENCY or others on extensions of the services provided for the intended project or on any other project without the express written consent of the CONSULTANT. Any unauthorized reuse without written verification or adaptation by the CONSULTANT for the specific purpose intended will be at the CONTRACTING AGENCY's sole risk and without liability or legal exposure to the CONSULTANT, and the CONTRACTING AGENCY shall indemnify and hold harmless the CONSULTANT from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.

The above provisions also apply to electronic media files. The CONSULTANT shall provide the CONTRACTING AGENCY with "AutoCAD drawing (dwg)" files of work performed for and paid for by the CONTRACTING AGENCY at the request of the CONTRACTING AGENCY, with the following provisions:

- 21.1 The documents are protected by the rules and regulations of U.S. Copyright Laws.
- 21.2 The use or reuse of original or altered electronic files by the CONTRACTING AGENCY or others the CONTRACTING AGENCY has released these files to, will be at the CONTRACTING AGENCY's own risk and liability.

- 21.3 The CONSULTANT shall be indemnified and held harmless by the CONTRACTING AGENCY, to the fullest extent of the law from any and all claims, suit, liability, demands, or costs arising out of the information contained in the files.
- 21.4 The CONSULTANT cannot guarantee the accuracy of the electronic information and, therefore, disclaims any and all responsibility for any results obtained as a result of their use.

22.0 PUBLIC RECORDS ACT COMPLIANCE:

In the event the CONTRACTING AGENCY receives a request under Chapter 42.56 RCW (Public Records Act) that may include records in the possession of CONSULTANT and created or maintained pursuant to this Agreement, the CONTRACTING AGENCY shall be responsible for responding to the request as the records custodian. Upon written request from the CONTRACTING AGENCY, CONSULTANT shall provide copies of non-exempt records within CONSULTANT's possession that are reasonably related to the services under this Agreement, within a reasonable time to allow the CONTRACTING AGENCY to comply with the Public Records Act. CONSULTANT may identify any records it believes are exempt from disclosure, and the CONTRACTING AGENCY shall make the final determination regarding release. CONTRACTING AGENCY shall reimburse the CONSULTANT for all related costs on a time and materials basis. CONSULTANT shall not be directly responsible or liable for penalties, costs, damages, or attorney's fees arising from the CONTRACTING AGENCY's response to a public records request.

23.0 CONTRACTING AGENCY-PROVIDED INFORMATION:

The CONSULTANT is entitled to rely on all information furnished or to be furnished by the CONTRACTING AGENCY. The CONTRACTING AGENCY agrees to defend and indemnify CONSULTANT, its officers, agents, and employees from any and all claims of any kind arising out of or relating to any claims caused by an error or omissions in information provided by the CONTRACTING AGENCY which were the cause of the claim for damages and provided, further, that the CONSULTANT's reliance on such information was reasonable under the circumstances.

24.0 THIRD-PARTY BENEFICIARIES:

It is recognized that the services performed by CONSULTANT are for the benefit of the CONTRACTING AGENCY and no other party. There are no third-party beneficiaries to this Agreement.

25.0 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964:

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

26.0 ACCESS TO RECORDS CLAUSE:

The CONTRACTING AGENCY, the Washington State Department of Commerce (COMMERCE), and other authorized representatives of the state and federal governments shall have access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to the Agreement for the purposes of making audit, examination, excerpts, and transcriptions.

The CONSULTANT agrees to maintain such records and follow such procedures as may be required under the state's Community Development Block Grant (CDBG) Program and any such procedures as the CONTRACTING AGENCY or COMMERCE may prescribe. In general, such records will include information pertaining to the Agreement, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to this Agreement and work undertaken under this Agreement shall be retained by the CONSULTANT for a period of three (3) years after final audit of the CONTRACTING AGENCY's CDBG project unless a longer period is required to resolve audit findings or litigation. In such cases, the CONTRACTING AGENCY shall request a longer period of record retention.

27.0 SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED:

No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

28.0 PUBLIC LAW 101-336, AMERICANS WITH DISABILITIES ACT OF 1990:

Subject to the provisions of this title, no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.

29.0 AGE DISCRIMINATION ACT OF 1975, AS AMENDED:

No person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance. (42 U.S.C. 610 et. seq.)

30.0 SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED:

No otherwise qualified individual shall, solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funds. (29 U.S.C. 794)

31.0 CONFLICT OF INTEREST PROVISION:

Interest of CONSULTANT and Employees:

The CONSULTANT covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The CONSULTANT further covenants that in the performance of this Agreement, no person having such interest shall be employed.

**32.0 SECTION 3 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1968
COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS
OPPORTUNITIES CLAUSE**

(Applies to Contracts over \$200,000)

- 32.1 The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns, which are located in, or owned in substantial part by persons residing in the area of the project.

- 32.2 The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 75, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability, which would prevent them from complying with these provisions.
- 32.3 The CONSULTANT will send to each labor organization or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or worker's representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- 32.4 The CONSULTANT will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for, or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 75. The CONSULTANT will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 75 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- 32.5 Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 75, and all applicable rules and orders of the Department issued hereunder prior to the execution of the Agreement, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its consultants and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 75.

33.0 INTEREST OF MEMBERS OF A CONTRACTING AGENCY:

No member of the governing body of the CONTRACTING AGENCY and no other officer, employee, or agent of the CONTRACTING AGENCY who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the CONSULTANT shall take appropriate steps to assure compliance.

34.0 INTEREST OF OTHER PUBLIC OFFICIALS:

No member of the governing body of the locality and no other public official of such locality who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the CONSULTANT shall take appropriate steps to assure compliance.

35.0 INTEREST OF CONSULTANT AND EMPLOYEES:

The CONSULTANT covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The CONSULTANT further covenants that in the performance of this Agreement, no person having such interest shall be employed.

36.0 SEVERABILITY

If any provision of this Agreement is held to be unenforceable, all remaining provisions will continue in full force and effect. CONTRACTING AGENCY and CONSULTANT agree that they will attempt in good faith to replace any unenforceable provisions with one that is valid and enforceable, and which conforms as closely as possible with the original intent of any unenforceable provision.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF SELAH

Roger Bell, Mayor

ATTEST:

Courtney McGarity, City Clerk

HLA ENGINEERING AND LAND SURVEYING, INC.

Benjamin A. Annen, PE, Vice President

EXHIBIT A
SCHEDULE OF HOURLY RATES FOR
HLA Engineering and Land Surveying, Inc.

Effective January 1, 2026, through December 31, 2026

Senior Principal Engineer	\$285.00
Licensed Principal Engineer	\$255.00
Licensed Principal Land Surveyor	\$255.00
Director of Engineering, Construction, Other	\$255.00
Licensed Professional Engineer	\$230.00
Other Licensed Professional	\$230.00
Project Engineer II	\$211.00
Supervisor of Construction, Planning, Other	\$211.00
Licensed Professional Land Surveyor	\$211.00
Planner III	\$193.00
Project Engineer I	\$189.00
CAD II	\$188.00
Administrative III	\$172.00
Contract Administrator III	\$172.00
Resident Engineer II	\$172.00
Planner II	\$169.00
CAD I	\$164.00
Surveyor II	\$167.00
Engineering Technician III	\$155.00
Planner I	\$155.00
Resident Engineer I	\$155.00
Surveyor I	\$148.00
Administrative II	\$145.00
Contract Administrator II	\$145.00
Engineering Technician II	\$145.00
Administrative I	\$112.00
Contract Administrator I	\$112.00
Engineering Technician I	\$112.00
Survey Scanner	\$156.00
Vehicle Mileage	Federal Rate

Schedule of Rates may be adjusted during the term of this Agreement to the HLA Standard Hourly Rates in effect at the time.

EXHIBIT B

TASK ORDER NO. _____

REGARDING GENERAL AGREEMENT BETWEEN CITY OF SELAH

AND

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

PROJECT DESCRIPTION:

SCOPE OF SERVICES:

TIME OF PERFORMANCE:

FEE FOR SERVICES:

Proposed:

HLA Engineering and Land Surveying, Inc.
Benjamin A. Annen, PE, Vice President

Date

Approved:

City of Selah
Roger Bell, Mayor

Date



Selah City Council

Regular Meeting

AGENDA ITEM SUMMARY

Meeting Date: 10/14/2025

Agenda Number: 10D

Action Item

Title: Resolution Authorizing the Mayor to Sign a Three-Page Interlocal Agency Agreement for Yakima Transit – Paratransit Dial-A-Ride Service

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

Background/Findings/Facts: A proposed three-page Agreement (labeled City of Yakima and City of Selah Interlocal Agency Agreement for Yakima Transit – Paratransit Dial-A-Ride Service) has been presented to the City. If approved, the Agreement will authorize operations by the City of Yakima’s Dial-A-Ride service here in Selah, with such operations specifically occurring within a three-quarters-of-a-mile ($\frac{3}{4}$ of a mile) corridor as measured as a radius from any of Yakima’s fixed route(s) within Selah. No City funds will be expended. City staff recommend that the Agreement be approved.

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 THREE-PAGE INTERLOCAL
AGENCY AGREEMENT FOR YAKIMA TRANSIT – PARATRANSIT DIAL-A-RIDE
SERVICE

WHEREAS, the City of Yakima desires to enter into an Interlocal Agreement (ILA) (labeled City of Yakima and City of Selah Interlocal Agency Agreement for Yakima Transit – Paratransit Dial-A-Ride Service) with the City of Selah, which will enable Yakima’s Paratransit Dial-A-Ride to operate within a three-quarter-of-a-mile ($\frac{3}{4}$ of a mile) corridor as measured as a radius from any Yakima’s fixed route(s) with Selah; and

WHEREAS, the City Attorney has reviewed the proposed ILA, which measures three-pages; there is no financial cost to the City; and the Public Works Director recommends that the ILA be entered into; 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 three-page ILA in the form appended hereto.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 14th day of October, 2025.

Roger Bell, Mayor

ATTEST:

Courtney McGarity, City Clerk

APPROVED AS TO FORM:

Rob Case, City Attorney

**CITY OF YAKIMA AND CITY OF SELAH INTERLOCAL AGENCY
AGREEMENT FOR YAKIMA TRANSIT - PARATRANSIT DIAL-A-RIDE SERVICE**

THIS AGREEMENT is entered into between the City of Yakima (hereinafter "Yakima"), whose address is 129 North 2nd Street, Yakima, Washington 98901, and the City of Selah (hereinafter "Selah"), whose address is 115 West Naches Avenue, Selah, Washington 98942, pursuant to RCW 39.34.080.

WHEREAS, Yakima operates a public mass transportation system ("Yakima Transit") including Paratransit Dial-A-Ride service ("Dial-A-Ride"); and,

WHEREAS, residents using Dial-A-Ride occasionally require pickup or drop-off across city limits between Yakima and Selah; and

WHEREAS, Yakima and Selah agree that the Dial-A-Ride benefits citizens of both cities, and that ease of such service will promote the general health, safety, and welfare.

NOW, THEREFORE, the parties agree as follows:

1. **Purpose.** The purpose of this Agreement is to define the scope of Dial-A-Ride operation in Selah, which agrees to allow Dial-A-Ride to operate within a $\frac{3}{4}$ of a mile corridor as measured as a radius from any Yakima fixed route within Selah.
2. **Term of Agreement.** This Agreement shall commence on October 15, 2025, and shall continue for a period of five years unless terminated as provided in Section 3 below.
3. **Termination of Agreement.** This Agreement may be terminated:
 - a. At any time by mutual agreement.
 - b. By written notice of termination to the other party, which shall be effective 90 days after service of notice.
4. **Nondiscrimination.** In administering this Agreement, Yakima and Selah will comply with all laws regarding nondiscrimination; and each party shall be responsible the acts of its own officers, agents and employees.
5. **Nondelegation of Authority.** Yakima retains sole authority to administer all contracts with providers of the Paratransit Dial-A-Ride service.
6. **Indemnification and Hold Harmless.**
 - a. Each party shall be responsible in the performance of this Agreement for the acts and/or omissions of itself, and its officers, elected officials, employees, and agents, and each party agrees to hold the other harmless for the acts and/or omissions of the other party, and its officers, elected officials, employees, and agents.

- b. The provisions of this section shall survive the termination or expiration of this Agreement.
- c. Nothing contained in this section or this Agreement shall create a liability or right of indemnification in any third party.

7. **Disputes.** Yakima and Selah will, prior to institution of litigation of any dispute under this agreement, seek mediation of the disputes upon selection of a mutually acceptable mediator.

8. **Governing Law – Venue.** This Agreement shall be governed and construed in accordance with the laws of the State of Washington. Venue for any action shall lie in Yakima County, Washington.

9. **Administration.** This Agreement shall be jointly administered by the City Managers of each party, who delegate such administrative duties to the following individuals, to whom any notices sent under this Agreement must be directed:

City of Yakima

Yakima Transit Manager
2301 Fruitvale Boulevard
Yakima, WA 98902

City of Selah

Public Works Director
222 South Rushmore Road
Selah, WA 98942

Integration.

10. **Posting of Agreement.** Upon execution of this Agreement, a copy thereof shall be posted or published in conformity with the provisions RCW Ch. 39.34.

11. **Waiver and Amendments.** Waiver of any breach or any term or condition of this Agreement shall not waive any prior or subsequent breach. No term or condition is waived, modified or deleted except by an instrument in writing signed by both parties.

12. **Entire Agreement and Modifications.** This Agreement sets forth the entire agreement of the parties with respect to the subject matter herein. The parties may supplement the Agreement by addenda or amendments, when agreed upon by both parties in writing. The parties shall attach copies of such addenda and amendments and by reference incorporate them herein.

13. **No Third-Party Beneficiary.** Nothing in this Agreement is intended to create any rights in any entity not a party to this Agreement nor is any person or entity not named a party herein a third-party beneficiary to this Agreement.

14. **Severability.**

- a. If a court of competent jurisdiction holds any part, term or provision of this Agreement illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held invalid.
- b. If any provision of this Agreement is in direct conflict with any statutory provision of the

State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

WHEREFORE, this Agreement is executed and effective upon the date signed by the last party to sign below:

CITY OF YAKIMA

CITY OF SELAH

Vicki Baker, City Manager

Roger Bell, Mayor

Date: _____, 2025

Date: _____, 2025

ATTEST:

ATTEST:

City Clerk

City Clerk



Selah City Council

Regular Meeting

AGENDA ITEM SUMMARY

Meeting Date: 10/14/2025

Agenda Number: 10E

Action Item

Title: Resolution Authorizing the Mayor to Sign a Three-Page Quit Claim Deed Conveying Land that Was Formerly Used for the Taylor Ditch

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: In 1974, Selah (which was, at the time, still a town) entered into a three-page Agreement, a two-page Easement Deed and a one-page Quit Claim Deed with the Taylor Ditch Company. This occurred via Resolution No. 372.

Selah acquired, as a grantee, easement rights and/or fee title rights to a limited area of land. The Taylor Ditch Company, as the grantor, continued to own and operate the Taylor Ditch.

Selah no longer has any need for such easement rights and/or fee title rights, and the Taylor Ditch no longer exists in the subject location. The limited area of land is of no use to Selah and does not have any appreciable value.

The current fee-title owners of adjacent real estate lots have requested that Selah convey whatever interest Selah has or might have vis-à-vis such limited area of land over to them, so as to remove any cloud on their respective estates. Selah has previously done this for other adjacent property owners (back in 1977 through 1981).

A proposed two-page Quit Claim Deed has been prepared, by an attorney representing the adjacent owners. It has been reviewed by Selah staff and its terms are acceptable to City staff. The meets-and-bounds legal description within the proposed Quit Claim Deed was prepared by Joseph W. Baker, who is a registered land surveyor, on or about February 21, 2025. Because the contemplated conveyance would be a quit claim conveyance, Selah will not be making any guarantees or warranties to the grantees.

City staff recommends that the City Council authorize the Mayor to sign the Quit Claim Deed so that whatever interest Selah has or might have can be conveyed over to the adjacent owners.

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

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

Date:	Action Taken:
01-28-1974	Resolution No. 372; A Resolution accepting real property and authorizing the Mayor to execute an agreement.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE MAYOR TO SIGN A QUIT CLAIM DEED
CONVEYING LAND THAT WAS FORMERLY USED FOR THE TAYLOR DITCH

WHEREAS, in 1974, Selah (which was, at the time, still a town) entered into a three-page Agreement, a two-page Easement Deed and a one-page Quit Claim Deed with the Taylor Ditch Company. This occurred via Resolution No. 372; and

WHEREAS, Selah acquired, as a grantee, easement rights and/or fee title rights to a limited area of land. The Taylor Ditch Company, as the grantor, continued to own and operate the Taylor Ditch; and

WHEREAS, Selah no longer has any need for such easement rights and/or fee title rights, and the Taylor Ditch no longer exists in the subject location; and

WHEREAS, the limited area of land is of no use to Selah and does not have any appreciable value; and

WHEREAS, the current fee-title owners of adjacent real estate lots have requested that Selah convey whatever interest Selah has or might have vis-à-vis such limited area of land over to them, so as to remove any cloud on their respective estates. Selah has previously done this for other adjacent property owners (back in 1977 through 1981); and

WHEREAS, a proposed two-page Quit Claim Deed has been prepared, by an attorney representing the adjacent owners. It has been reviewed by Selah staff and its terms are acceptable to City staff. The meets-and-bounds legal description within the proposed Quit Claim Deed was prepared by Joseph W. Baker, who is a registered land surveyor, on or about February 21, 2025. Because the contemplated conveyance would be a quit claim conveyance, Selah will not be making any guarantees or warranties to the grantees; and

WHEREAS, City staff recommends that the City Council authorize the Mayor to sign the Quit Claim Deed so that whatever interest Selah has or might have can be conveyed over to the adjacent owners; 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 three-page Quit Claim Deed in the form appended hereto.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 14th day of October, 2025.

Roger Bell, Mayor

ATTEST:

Courtney McGarity, City Clerk

APPROVED AS TO FORM:

Rob Case, City Attorney

After Recording Mail To:
Pratt Boutillier
Kirkevold & Farmer, PLLC
3901 Fairbanks Ave
Yakima, WA 98902

QUITCLAIM DEED

Grantor: City of Selah, a municipal corporation

Grantees: (1) Ramona Leischner and Roger Leischner, husband and wife; and
(2) Greg May and Teresa May Frechin, husband and wife

Additional legal is on page(s): 1

Assessor's Tax Parcel No.: 181302-14439

Reference Number(s) of Documents assigned or released:

THE GRANTOR, City of Selah, a municipal corporation, fka Town of Selah, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, conveys and quitclaims to Ramona Leischner and Roger Leischner, husband and wife, as to 50%, and Greg May and Teresa May Frechin, husband and wife, as to 50%, the following described real estate, situated in the County of Yakima, State of Washington, together with all after acquired title of the Grantor therein:

A 5 foot strip of land lying Westerly and parallel to, the Westerly line of the following described tract of land:

The East 245.4 feet of Lot 6, Block 6, South Selah Acre Tracts, according to the official plat thereof recorded in Volume "I" of Plats, Page 2, Records of Yakima County, Washington;

EXCEPTING THEREFROM the North 179.95 feet thereof.

Being a portion of the East half of Taylor Ditch (as deeded to the City of Selah per Resolution No. 372).

DATED _____

City of Selah

By: Roger Bell, Mayor
(Following City Council
Resolution No. _____)

STATE OF WASHINGTON)
) ss:
COUNTY OF YAKIMA)

This is to certify that on this ____ day of _____, 2025, I know or have satisfactory evidence that Roger Bell is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument, and on oath stated that he was authorized to execute this instrument in his capacity as Mayor of the City of Selah, a municipal corporation, and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

[Print Name of Notary]
Notary Public in and for the State of Washington.
My commission expires: _____

LEGAL DESCRIPTION FOR HALF CANAL RIGHT OF WAY
PARCEL NO. 181302-14439

A 5 foot strip of land lying Westerly and parallel to, the Westerly line of the following described tract of land:

The East 245.4 feet of Lot 6, Block 6, South Selah Acre Tracts, according to the official plat thereof recorded in Volume "I" of Plats, Page 2, Records of Yakima County, Washington;

EXCEPTING THEREFROM the North 179.95 feet thereof.

Being a portion of the East half of Taylor Ditch (as deeded to the City of Selah per Resolution No. 372).



2-21-25

BLK 6

7

PARCEL NO. 181302-14441

PARCEL NO. 181302-14440

6

PARCEL NO. 181302-14505

9

8

PARCEL NO. 181302-14439

18,511 SF - EXISTING
19,360 SF - PROPOSED

EXISTING
FENCE

EXISTING
FENCE

EXISTING
FENCE

QUIT CLAIM DEEDS (Taylor Ditch Right-of-Way)

Deeded from the City of Selah To:

1. 6-28-77 474 North Half:
Laurel Mulder Lot 7 Block 6/Selah Acre Tracts except the E. 7.3 ft.
(Parcel No. 181302-14443)

South Half: Lot 9 Block 6/Selah Acres Tracts as follows:
Lawrence & Berdina M. Faith (Parcel No. 181302-14447)
Jack C & Patricia Foster (Parcel No. 181302-14448)
Bertha M. Renner (Parcel No. 181302-14449)
Dorothy F. Chambers (Parcel No. 181302-14446)
2. 11- 8-77 480 B & R Oil, Incorporated ~~Parcel 1~~ 181436-~~33017~~ 33401
" ~~33018~~ 33400
" ~~33019~~ 33029

~~Parcel 2~~
3. 5- 9-78 500 Joseph & Alma Schneider (181436-32003 181436 32004)
4. 11-14-78 518 Nick & Margaret Setter 181436-32011
5. 2-27-79 532 Robert R & Janet M. Jump Lots 57, 58 & 59 & N. 6 ft of Lot 60
Remingtons Plat
(Parcel No. 181436-32449)
(Parcel No. 181436-32494)
6. 3-11-80 565 Irene Wilson (Rep. estate of Nettie Glover) Lot 12 Brokaw Addition
(Parcel No. 181302-12424) ~~507 Allegiance~~
7. 4-22-80 574 Peter P. & Mary Katherine DeSanto Lots 5 & 6 Brokaw Addition
(Parcel No. 181302-12487)
(~~Parcel No. 181302-12412~~) ~~507 Allegiance~~
8. 5-26-81 608 Mary J. Adams Lot 7 Brokaw Addition
(Parcel No. 181302-12417) ~~508 Allegiance~~

833-0183

RESOLUTION NO. 608

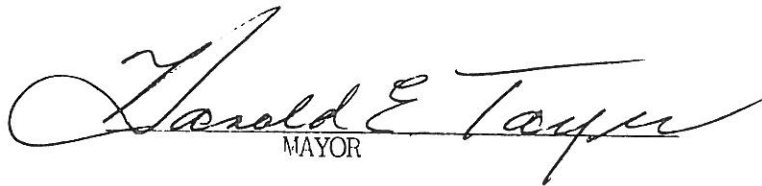
A RESOLUTION authorizing deeding a portion of the Taylor Ditch Company right-of-way in the vicinity of 508 W. Valleyview Avenue.

WHEREAS, the City of Selah has executed an agreement with the Taylor Ditch Company, a Washington Corporation, on January 22, 1974, considering the disposition of the Taylor Ditch, now, therefore,

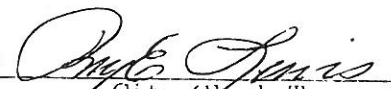
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, as follows:

That the Mayor and City Clerk-Treasurer are authorized to execute the Quitclaim attached as Exhibit "A" and incorporated herein.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 26th day of MAY 1981.


MAYOR

ATTEST:

By 
City Clerk-Treasurer

RESOLUTION NO. 608

2618963

2618963

QUITCLAIM DEED

CITY OF SELAH, a municipal corporation, does hereby convey and quitclaim to MARY J. ADAMS, a single person, the following described real property:

"The East one-half of the Taylor Ditch right-of-way immediately adjacent to that part of Lot 7, BROKAN ADDITION, recorded in Volume "K" of Plats, Page 42, records of Yakima County, Washington, lying Easterly of the Taylor Ditch, except the East 197 feet thereof".

The purpose of this conveyance is to extinguish the above-described portion of the right-of-way conveyed to the City of Selah on January 22, 1974, by instrument recorded under Yakima County Auditor's File No. 2342230, so that the above-described grantee's existing property shall now extend to the centerline of the Taylor Ditch right-of-way previously conveyed to the City of Selah.

DATED this 26th day of MAY, 1981

Harold Tayer
Harold Tayer - Mayor

Roy E. Lewis
Roy E. Lewis - Clerk-Treasurer

STATE OF WASHINGTON)
County of Yakima) ss.

On this 26th day of MAY, 1981, before me personally appeared HAROLD TAYER and ROY E. LEWIS, to me known to be the Mayor and Clerk-Treasurer, respectively, of the City of Selah, who executed the foregoing instrument, and acknowledged this instrument to be the free and voluntary act and deed of said City of Selah for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument and that the seal affixed is the seal of said city.

GIVEN under my hand and official seal this day and year first above written.



COUNTY EXCISE TAX
PAID \$ 67.53
REC. NO. 167148
JUN 15 11 17 AM '81

Sharon Davis
NOTARY PUBLIC in and for the State
of Washington, residing at *John*

YAKIMA COUNTY

Peter J. Schmalz
JUN 15 11 17 AM '81

QUITCLAIM DEED

LAW OFFICES OF
P.O. BOX 124
SELAH, WASHINGTON 99422
841-1241

SPECIAL RECORD

1983 242

✓ Glen & Jeanne Brandenburg
402 So. 6th ST.
Selah, WA. 98942
with
Peggy Walker
508 Valley view Ave.
Selah, WA. 98942

Nov. 21, 2013



TO: City of Selah Public Works
Attn. Director Joseph K. Henne
IN RE: Trees on city property.

We the above named people are property owners adjoining city property. There are some very large trees on the city property that are in very poor condition. There are branches that have been broken off by the recent winds, that are still hanging, posing a threat to our homes and power lines, etc. We would like to have the trees and the threat they pose, to our property removed. The threat will only get worse when we get some snowfall. We have from time to time, removed the branches that pose the greatest threat, but the trees are getting too big, for the resources we have. Your prompt consideration of this matter would be greatly appreciated. Thank You.

Dated: 11/21/13

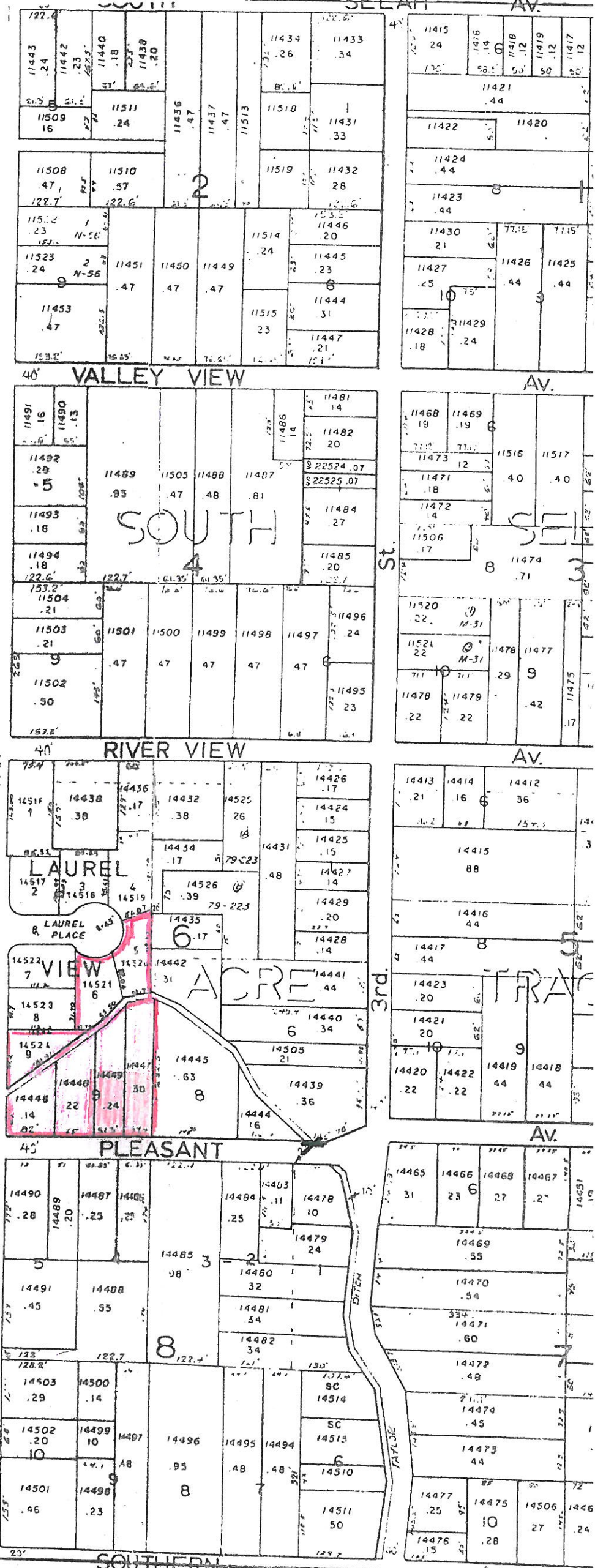
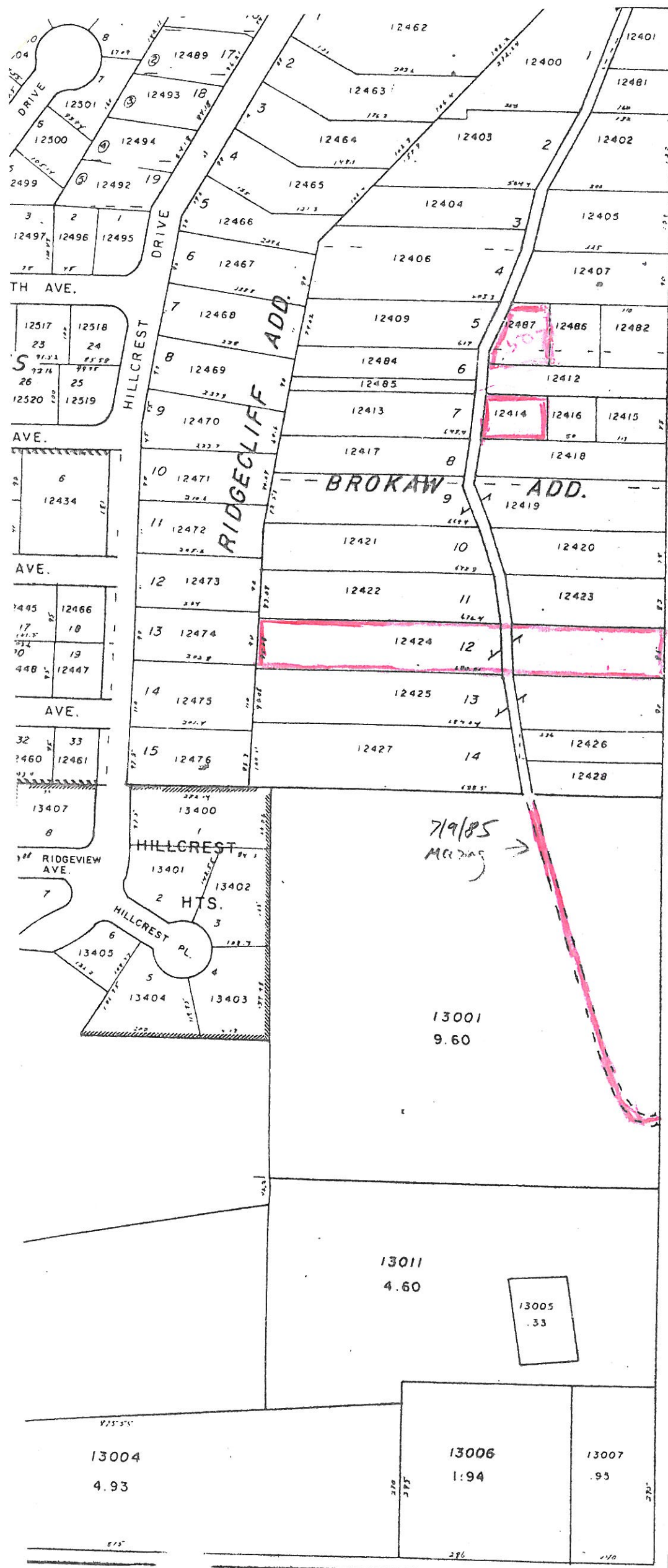
Signed: Glen Brandenburg

Dated: 11-21-13

Signed: Jeanne Brandenburg

Dated: 11/21/13

Signed: Bob Place





Selah City Council

Regular Meeting

AGENDA ITEM SUMMARY

Meeting Date: 10/14/2025

Agenda Number: 10F

Action Item

Title: Resolution Authorizing the Mayor to Sign “Amendment No. 1” to “Task Order No. 2024-07” with HLA Engineering and Land Surveying, Inc., for Additional Professional Services Related to the Well No. 5 Drilling and Equipping Project

From: Rocky Wallace, Public Works Director

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: Additional \$11,440.00, which combined with the previously-approved \$120,800.00 brings the new total to \$132,240.00 for HLA’s fees on this Project.

Funding Source: 411, Water Fund

Background/Findings/Facts: This pertains to the ongoing Well No. 5 Drilling and Equipping Project, which has been proceeding via “Task Order No. 2024-07” between the City and HLA Engineering and Land Surveying, Inc. (which entity is one of the City’s retained engineering firms).

The currently-proposed “Amendment No. 1” was not anticipated when the original Task Order was entered into. The Amendment would modify the Task Order by enlarging HLA’s scope of work and adding a corresponding amount to HLA’s total fees.

The original scope of work took the approach of filing one (1) formal water right change, one (1) Report of Examination for one (1) water right, and a hydrogeological report summarizing the City’s water rights to support these documents. However, during review of the City’s water rights, it was determined that the City would need to modify three (3) water rights to authorize the target source capacity for the new well. Therefore, additional work is required to prepare two (2) additional water rights change applications and two (2) additional Reports of Examination.

A copy of the proposed Amendment is appended to the instant AIS. The attached proposed Resolution will – if approved – authorize the Mayor to sign the Amendment. The City’s adopted 2025 budget – via Ordinance No. 2237 - includes an appropriation of monies that will be sufficient to cover the additional \$11,440.00 expenditure on this Project.

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:
10/08/2024	Resolution No. 3153; Resolution Authorizing the Mayor to sign “Task Order No. 2024-07” with HLA Engineering and Land Surveying, Inc., for Professional Services Related to the City’s Well No. 5 Drilling and Equipping Project

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE MAYOR TO SIGN “AMENDMENT NO. 1” TO “TASK ORDER NO. 2024-07” WITH HLA ENGINEERING AND LAND SURVEYING, INC., FOR ADDITIONAL PROFESSIONAL SERVICES RELATED TO THE WELL NO. 5 DRILLING AND EQUIPPING PROJECT

WHEREAS, the City desires – as its Well No. 5 Drilling and Equipping Project (“Project”) – to design (and eventually construct) a new well where one does not currently exist; and

WHEREAS, preliminary work on such Project has been ongoing for a while, pursuant to a previously approved “Task Order No. 2024-07” between the City and HLA Engineering and Land Surveying, Inc. (“HLA”; which entity is one of the City’s retaining engineering firms); and

WHEREAS, additional design engineering and services are necessary to complete the design process; and

WHEREAS, HLA is willing and able to provide the additional engineering and services; and

WHEREAS, HLA has drafted a proposed “Amendment No. 1” to the Task Order, which recites HLA’s additional scope of work and HLA’s additional expected maximum fees of \$11,440.00; and

WHEREAS, the terms of Amendment No. 1 are acceptable to City staff and City staff recommends that the City Council authorize the Mayor to sign it; and

WHEREAS, the City Council finds that good cause exists;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON that the Mayor be and is authorized to sign “Amendment No. 1” to “Task Order 2024-07” with HLA in the form appended hereto.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 14th day of October, 2025.

Roger Bell, Mayor

ATTEST:

Courtney McGarity, City Clerk

APPROVED AS TO FORM:

Rob Case, City Attorney

AMENDMENT NO. 1

TASK ORDER NO. 2024-07

REGARDING GENERAL AGREEMENT BETWEEN CITY OF SELAH

AND

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

PROJECT DESCRIPTION:

Well No. 5 Drilling and Equipping **HLA Project No. 24164E**

Selah has experienced ongoing operating problems and loss of yield with its existing Well No. 5, and it has been determined through repeated repair attempts that the well cannot be adequately rehabilitated and restored to working condition. To address this significant loss of system well capacity, a new well will need to be developed. The preferred new well location will be at the City's public works site due to available space and proximity to existing water distribution mains. Construction of the replacement Well No. 5 at this location will require a water right change application to be processed through the Department of Ecology (Ecology). The proposed improvements will include drilling a new well and constructing a building to house pump and piping, accessories, chlorination equipment, and electrical and control equipment. The building will be properly ventilated, safety and reliability improved, and the risk of well contamination reduced through modern well construction and sealing methods.

The improvements are being approached in two steps, with the preparation of separate contract documents and bidding for each step. The first step consists of the selection of a well driller, drilling and developing the new well, establishing the maximum instantaneous withdrawal rate, and sizing the new well pump. This step has progressed through design at this time, and a well driller has been selected through a public bid process. Construction will begin in 2026. This first phase of work is being funded from City reserves.

The second step begins with the design of the building and appurtenances based on the well capacity and pump size. Contract documents will be prepared, and a building contractor will be selected. The second phase will be funded through the Drinking Water State Revolving Fund (DWSRF) loan program

This two-step approach reduces costs and matches the above-ground facilities to the well capacity.

REASON FOR AMENDMENT NO. 1

The original scope of work took the approach of filing one (1) formal water right change, one (1) Report of Examination for one (1) water right, and a hydrogeological report summarizing the City's water rights to support these documents. However, during review of the City's water rights, it was determined that the City would need to modify three (3) water rights to authorize the target source capacity for the new well. Therefore, additional work is required to prepare two (2) additional water rights change applications and two (2) additional Reports of Examination.

SCOPE OF SERVICES:

Revisions to the Scope of Services due to Amendment No. 1 include adding the following:

6.0 Hydrogeological Services

- 6.2 Facilitate pre-application meeting, prepare Water Right Change Application, and coordinate with Yakima County Water Conservancy Board to authorize new point of withdrawal for existing Well NO. 5 water right.

- 6.2.1 Aspect Consulting shall complete two (2) additional Water Right Change Applications for two (2) additional water rights not anticipated at the time of execution of the original task order.
- 6.4 Prepare draft Report of Examination, submit to Ecology, and respond to comments and concerns during the 45-day review period.
- 6.4.1 Aspect Consulting shall complete two (2) Reports of Examination for two (2) additional water rights not anticipated at the time of execution of the original task order.

TIME OF PERFORMANCE:

There are no revisions to the Time of Performance due to Amendment No. 1.

FEE FOR SERVICES:

Revisions to the Fee for Services due to Amendment No. 1 are as follows.

6.0 Hydrogeological Services

The Fee for Services included in Amendment No. 1 is \$11,440 for Hydrogeological Services. This increases the total not-to-exceed amount to \$132,240 (Original amount of \$120,800.00 plus \$11,440 for Amendment No. 1). All work for Hydrogeological Services shall be performed on a time-spent basis at the current hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses.

Proposed:

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

Date

Approved:

City of Selah
Roger Bell, Mayor

Date



Selah City Council

Regular Meeting

AGENDA ITEM SUMMARY

Meeting Date: 10/14/2025

Agenda Number: 10G

Action Item

Title: Resolution Declaring the Civic Center Remodel 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 118, Civic Center Fund)

Background/Findings/Facts: The City contracted with Tri-Ply Construction, LLC, to perform the Civic Center Remodel Project (“Project”). The contractor’s scope of work is finished and all materials are in place. HLA Engineering and Land Surveying, Inc. (“HLA”) and City staff inspected the work and materials, and no defects or deficiencies were noted. The work appears to meet the contract specifications. Thus, HLA and City staff recommend 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:
4/22/2025	Resolution No. 3200; Resolution Authorizing the Mayor to sign “Amendment No. 1” to “Task Order No. 2024-04” with HLA Engineering and Land Surveying, Inc., for Additional Professional Services Related to the Selah Civic Center Remodel Project
7/9/2024	Resolution No. 3162; Resolution Authorizing the Mayor to Sign a Six-Page Package of Items with Tri-Ply Construction, LLC, for the Selah Civic Center Remodel Project

4/9/2024	Resolution No. 3109; Resolution Authorizing the Mayor to sign “Task Order No. 2024-04” with HLA Engineering and Land Surveying, Inc., for Professional Services Related to the City’s Civic Center Remodel Project
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RESOLUTION NO. _____

RESOLUTION DECLARING THE CIVIC CENTER REMODEL PROJECT TO BE
COMPLETE AND ACCEPTING THE WORK AND MATERIALS

WHEREAS, the City contracted with Tri-Ply Construction, LLC, to perform the Civic Center Remodel Project (“Project”); and

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

WHEREAS, the work appears to meet the contract specifications, and thus 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 Civic Center Remodel 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 14th day of October, 2025.

ATTEST:

Roger Bell, Mayor

Courtney McGarity, City Clerk

APPROVED AS TO FORM:

Rob Case, City Attorney

September 30, 2025

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

Attn: Rocky Wallace

Re: City of Selah
Selah Civic Center Remodel
HLA Project No. 24081C
Project Acceptance

Dear Rocky:

This letter serves as our recommendation for acceptance of the project by your City Council. We have reviewed the work performed by Tri-Ply Construction, LLC and believe it has been completed satisfactorily.

Once the project has been accepted as complete by the City Council, the required "Notice of Completion of Public Works Contract" will be completed by our office and sent to the Department of Revenue (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 \$11,534.12 may be released to Tri-Ply Construction, 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.
- 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 forward a copy of your Council Resolution authorizing project acceptance and release of Retainage to our office for inclusion in the project file.

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

Sincerely,

Michael R. Heit, PE

MRH/jld

Enclosures

Copy: Blake Lukehart (Tri-Ply Construction)
Caprise Groo (City of Selah)
Taylor Denny, Angie Ringer (HLA)



Selah City Council

Regular Meeting

AGENDA ITEM SUMMARY

Meeting Date: 10/14/2025

Agenda Number: 12A

Action Item

Title: [Conducting a] Public Forum to Receive Comments Regarding the Current Version of a Draft Ordinance, and to Generally Review the Draft Ordinance, that if Adopted Would Enact Changes to the Permitting Process for Mobile Vendors and Peddlers

From: Steve Zetz, Community Development Supervisor

Action Requested: Conduct a Public Forum

Staff Recommendation: N/A as of today; but staff will recommend that a new Ordinance be adopted in the near future

Board/Commission Recommendation: N/A

Fiscal Impact: N/A

Funding Source: N/A

Background/Findings/Facts: This matter has been previously brought before the City Council for discussion. Thereafter, staff has circulated a flyer to most restaurants in Selah soliciting their comments on the current version of the draft Ordinance. Additionally, the draft Ordinance was posted on the City's website. A few emails/letters from the public have been received and copies thereof are submitted along with the instant AIS.

The draft Ordinance is intended to clarify the process and standards for approval or denial when a permit is sought by a Mobile Vendor and/or by a Peddler. With regard to Mobile Vendors, it would establish rules on situs location(s), hours of operation and noise levels – which are some of the issues/concerns that inherently arise and that have been mentioned by brick-and-mortar establishments – while still allowing for Mobile Vendors to operate within the city. With regard to Peddlers, the draft Ordinance would require applicants to identify themselves and their employees within a written Application that will be shared with the Police Department (prior to any door-to-door solicitations occurring) and it would further require Peddlers to obey all “No Soliciting” signs that may exist on any commercial location or residential location – which are the major inherent issues/concerns.

The City Council may, if it chooses, directly make changes or instruct staff to make changes with regard to any provision(s) within the current version of the draft Ordinance – either to be more or less restrictive as to any particular rule. For instance, the City Council may, if it chooses, restrict Mobile Vendors to only operating during “special events” (and, thus, prohibit Mobile Vendors from operating during “normal” days/times).

All initial decisions regarding an Application would be made by the City’s Building and Planning Department (and, if necessary, any resultant appeals would then be handled by the City Council directly), and the actual Applications will be submitted by the public and reviewed by the City via the Smartgov software that the City utilizes for matters of this sort.

Highlights of the Current Version of the Draft Ordinance:

- Requires Mobile Vendors to be 250’ from each other or separated by a public road;
- Limits Mobile Vendors to 20 hours of operation a week;
- Limits hours of operation when adjacent to a residential zone;
- Requires Peddlers to carry a permit and provide the permit upon demand;
- Requires Peddlers to identify themselves via an Application prior to conducting door-to-door solicitations; and
- Prohibits Mobile Vendors from parking overnight.

Attachments: (1) Current Version of the Draft Ordinance; (2) Emails/Letters from the Public Containing Comments about the Draft Ordinance; (3) Application Form Templates; and (4) the Comment Flyer that was Delivered to Brick-and-Mortar Restaurants

Action and Suggested Language for Use by Mayor: Conduct the Public Forum. (1) “Does anyone present today desire to offer testimony, either orally or in written form, regarding the current version of the draft Ordinance?” (2) “Members of the City Council, copies of the emails and/or letters that the City has received regarding the current version of the draft Ordinance were included within your Agenda packet. Does any member desire to discuss any of those emails or letters?” (3) “Does any member of the City Council desire to discuss the current version of the draft Ordinance in general, or does any member desire to advance a Motion to direct staff to make any specific change(s)?”

Suggested Language for a Potential Motion: “I move to direct staff to make the following change to the current version of draft Ordinance _____, prior to presenting a final draft for an up-or-down adoption vote during a subsequent meeting.”

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:
8/12/2025	Study session discussion of mobile vendors and special events
8/20/2025-9/12/2025	Distributed flyers to restaurants and businesses

Chapter 4.37 **DRAFT**

Peddler Permits and Mobile Vendors

4.37.010 Definitions

4.37.020 Permit Required

4.37.030 Permit Fee

4.37.040 Permit Application

4.37.050 Site Review Required

4.37.060 Additional Requirements

4.37.070 Requirement Table

4.37.080 Signage

4.37.090 Revocation or Denial of Permit

4.37.100 Penalty

4.37.110 Severability

4.37.010 Definitions

The following definitions shall apply to this chapter

- A. “Charitable Solicitor” means any religious or non-profit organization which offers goods or services or solicits donations to support the benevolent cause of the charitable organization.
- B. “Mobile Vendor” means a mobile trailer, vehicle, cart, or other conveyance used to sell goods or services for profit and conducts its business at a fixed location approved through site review.
- C. “Nomadic Vendor” means a Mobile Vendor that conducts business by traveling on public and private roadways intermittently stopping for brief moments to sell goods or services. An example of a Nomadic Vendor is an Ice Cream Truck which travels roadways while briefly stopping to sell ice cream to residents.
- D. “Peddler” means any person or groups of persons who sell goods, or services by traveling from one residence or business to another and engages with the occupants to solicit sales.

4.37.020 Permit Required

Peddlers and Mobile Vendors shall obtain a Permit in addition to obtaining a Washington State Business License with a City of Selah business endorsement prior to conducting business within the City of Selah. All permits issued shall expire December 31st and shall require a renewal to conduct business the subsequent calendar year.

4.37.030 Permit Fee

A permit fee is required for Peddler and Mobile Vendor permits. The fee shall be contained in the City of Selah Fee Schedule and shall be paid prior to issuance of a permit.

4.37.040 Permit Application

A permit application shall be provided by the administrator of this code to persons wishing to apply for a Peddlers Permit or Mobile Vendor Permit.

4.37.050 Site Review Required

A site plan for mobile vendors is required at the time of application. The Site Plan shall include a top down look at the parcel proposed for use by the mobile vendor and shall show the following information;

- A. All parking spaces on the site and the number of parking spaces which will be removed or utilized by the Mobile Vendor and its customers.
- B. All buildings on the site
- C. Location of fire hydrants or other fire suppression systems on site
- D. Location of restrooms and handwashing stations to be used by the Mobile Vendor (if required by the Health Department).
- E. Location of garbage cans to be used by the Mobile Vendor

- F. Location of ingress or egress to the site
- G. Location of signage as per SMC 4.37.080
- H. Proposed days and Hours of Operation

4.37.060 Requirements

General Standards

- A. Mobile Vendor and Nomadic Vendor trailers, vehicles, or conveyances shall meet the following standards;
 - 1. Shall be in good repair
 - 2. Shall be properly licensed and insured
 - 3. Shall be free of excessive rust dents, broken windows or other defects which would give a reasonable person the belief that the vehicle, trailer, or conveyance is a junk or abandoned vehicle.
 - 4. Shall comply with all Health Department regulations.

Mobile Vendor Standards

- B. Mobile Vendors may locate on private property, or may locate on improved right-of-way that is maintained wholly or in part by the abutting business provided that;
 - 1. The site is surfaced with impervious surfacing
 - 2. The applicant has obtained permission from the business maintaining the site.
- C. Mobile Vendors must comply with the following standards;
 - 1. Mobile Vendors may not locate in any park, required open space, public property, or right-of-way maintained by the City of Selah
 - 2. Mobile Vendors may only operate up to 20 hours in a calendar week.
 - 3. Mobile Vendors may not operate beyond the hours of 10 P.M if the site abuts a residential zone.
 - 4. Mobile Vendors shall not locate or be permitted to locate within 250 feet of another mobile vendor unless separated by a public road.
 - 5. No mobile vendor may leave their vehicle, trailer, or conveyance on an approved site beyond the hours they are open to the public. Mobile vendors are allowed a reasonable amount of time to set-up and break-down each day. No Mobile Vendor may remain in place overnight.
 - 6. No mobile vendor shall be sited in a Residential Zone.
 - 7. Mobile Vendors shall be located on a site that contains an existing business. No mobile vendor shall locate on a vacant parcel.

Nomadic Vendor Standards

- D. Nomadic Vendors such as ice cream trucks may operate on the public right-of-way provided that;
 - 1. The nomadic vendors obtain a nomadic vendor permit.

2. All traffic laws are obeyed
3. The nomadic vendor shall not impede the flow of traffic by traveling at reduced speeds without yielding to the normal flow of traffic.
4. Amplified sound meant to draw attention to the mobile vendor shall not exceed a volume that a reasonable person would believe interferes with the peace and enjoyment of residential uses.
5. Nomadic Vendors using the public right-of-way must pull to the side of a road when conducting business and may not use the travel lane of any roadway to conduct sales or service. All sales must be conducted on the sidewalk side of a street. If no sidewalk exists then the unimproved right-of-way may be used.
6. Nomadic Vendors may not stop, locate, or otherwise park on any public or private street for longer than 5 minutes without having first completed site review and having been approved to do so.
7. Nomadic Vendors may not locate at any park, nor shall they be allowed to stop, locate, or otherwise park on any street, alley, or lane abutting a public park.
8. Nomadic Vendors may only operate during daylight hours beginning 1 hour after sunrise and 1 hour prior to sunset.
9. Amplified sound used by Nomadic Vendors shall only be permitted between the hours of 11:00 AM and 7:00 PM

Peddlers

- E. Peddlers shall respect all posted “no soliciting” signs and shall not trespass or otherwise engage with the occupants or tenants of residences or businesses where such signs are posted and clearly visible.
- F. Peddlers must display a copy of their peddler license upon demand when conducting sales.
- G. Peddlers may operate during daylight hours between 10:00 AM and 6:00 PM

4.37.70 Requirement Table

Vendor Type	Mobile Vendor	Nomadic Vendor	Peddler (Door to Door)
Permit Required?	Yes	Yes	Yes
Maximum Hours	20 Hours a week	20 Hours a week	
Hourly Restrictions	May not operate beyond 10:00 PM when abutting a Residential Zone	Daylight Hours Only 1 Hour after Sunrise – 1 Hour Prior to sunset.	Daylight Hours 10:00 AM and 6:00 PM
Amplified Sound	Allowed provided the volume is reasonable and only between 11:00 AM and 7:00 PM	Allowed provided the volume is reasonable and only between 11:00 AM and 7:00 PM	Not allowed
Selling in a Park	Permitted under a Special Event Permit	Not Allowed	Not Allowed

4.37.080 Signage

Mobile Vendors shall be allowed to place one Sandwich board sign detached from the trailer, vehicle or other conveyance. The sign shall not exceed 9 square feet and shall be no taller than 4 feet. The sign shall not contain any flashing, strobing, or moving messages, balloons, or other animated actions. No sign shall be placed in such a manner as to restrict vehicle or pedestrian movement, or create impacts to clear vision triangles.

All other signs shall be contained on the vehicle, trailer or conveyance and shall not contain any flashing, strobing, or animated components.

4.37.090 Revocation or Denial of Permit

Peddler Licenses may be revoked or denied in the interest of public safety or if violations of this chapter have occurred. Any criminal activity shall also be grounds for revocation.

4.37.095 Exemptions

The following shall be exempt from the provisions of this chapter;

Peddlers

- A. Utility Companies notifying residents of construction projects or utility disruptions.
- B. Government Agencies conducting official business.
- C. Quasi-Government Agencies providing public notice.
- D. Persons engaged in protected speech.
- E. Charitable Solicitor

Mobile Vendors

- F. Any mobile vendor that is operating under a Special Event Permit.
- G. A mobile vendor providing catering service on private property for an event that is not open to the general public.
- H. A right-of-way use permit is not required if the applicant has obtained an approved mobile vendor permit.

4.37.100 Penalty

Any person or persons who violate the provisions of this chapter are subject to a civil infraction as established in the fee schedule. Any person or persons who violate the provisions of this chapter a second time in a 12-month period shall be guilty of a misdemeanor.

4.37.110 Severability

Should any section, subsection, paragraph, sentence, clause or phrase of this chapter be declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this chapter.

Zetz, Stephen

From: charles joy <1147suzi@gmail.com>
Sent: Monday, September 29, 2025 3:40 PM
To: Zetz, Stephen
Subject: foodtrucks

Stephen,

Two thoughts from this recently replanted west-sider:

The access to a close, diverse, and often a vibrant alternative for drive-in food, is more the merrier!

The current ordinance needs updating, more restricted change is not long term.

The proposal seems shortsighted and incomplete. I suggest the city allow a time for a consideration of where Selah might be in 20 years: enlarged population and schools accordingly, downtown scope, walkable streets. Identity. Diversity. Freedom. Consider the large future, how does the city want to become a great small community?

Charles Joy

~~253-331-8562~~

Zetz, Stephen

From: jacqui bush <jacquib781@msn.com>
Sent: Thursday, September 25, 2025 8:02 AM
To: Zetz, Stephen
Subject: Re: Mobile vendors

Thank you. You're the best. The fee is very reasonable. I'll follow the discussion.
Sent from my iPhone

> On Sep 25, 2025, at 7:59 AM, Zetz, Stephen <stephen.zetz@selahwa.gov> wrote:

>

> Good Morning,

>

> With your permission I will be sharing this comment letter with the City Council as they consider the approval of the ordinance.

>

> 1. The fee is currently \$10 a year. It may increase to \$20-\$25 to cover staff time for processing.

> 2. The misdemeanor is a last resort in case voluntary compliance is not an option.

> 3. The restrictions on hours and separations are in place to ease Selah into the mobile vendor world. The Council has the option to simply ban them outright and the idea behind this conservative approach is to provide an initial balance between mobile vendors and brick and mortars that may be opposed to mobile vendors being allowed in Selah.

>

> I hope this helps clarify the intent behind the draft. If you have any questions please let me know.

>

>

> Steve Zetz

> Community Development Supervisor

> City of Selah

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> -----Original Message-----

> From: jacqui bush <jacquib781@msn.com>

> Sent: Wednesday, September 24, 2025 4:21 PM

> To: Zetz, Stephen <stephen.zetz@selahwa.gov>

> Subject: Re: Mobile vendors

>

> Thank you for your prompt reply. I do have several questions and I have of course read the draft.

>

> What is the amount of the permit fee the city is proposing? Will it be reasonable and consistent with other localities of similar size?

>

> I have been to many municipalities with groupings of different food vendors and restrooms were generally located and accessible in nearby businesses. I believe that the vendors have a symbiotic relationship with businesses and can increase traffic in said businesses.

>

> I see that vendors are required to locate on impervious surfaces but exemptions include parks during community events.

>

> I do not believe the 20 hour per week limitation is realistic. If an individual is motivated to garner the expense of building a food truck they have incurred significant investment and may need to work longer hours. It is difficult to earn a living and the choice to start an independent venture.

>

> The 250 feet distance between vendors limits the consumer choices. I am sure you have seen successful groupings of these hard working individuals. I enjoy "food trucks" because of the eclectic tastes of my family members. Sort of a something for everyone feeling.

>

> I'm a little concerned about the misdemeanor charge for the vendors and would hope any ordinance would include an initial warning for a civil infraction.

>

> That said I believe Selah should welcome all business owners not just those able to afford brick and mortar.

>

> Thank you again for your reply. Best wishes, Sent from my iPhone

>

>> On Sep 23, 2025, at 8:57 AM, Zetz, Stephen <stephen.zetz@selahwa.gov> wrote:

>>

>> Good Morning,

>>

>> In order to better understand your concerns could you please provide

>> more detail as to what provisions of the ordinance seems arbitrary.

>> Here is the link to the draft ordinance

>> <https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fselahwa.gov%2F%2Fdocumentcenter%2Fview%2F1290%2FPeddler-Mobile-Vendor-Ordinance&data=05%7C02%7Cstephen.zetz%40selahwa.gov%7C0bbf72b6712b44bbf98908ddfc447c9b%7C97d15bf78f2c430996db1682b80700ba%7C0%7C0%7C638944093258840642%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIlwLjAuMDAwMCIslIAiOiJXaW4zMilslkFOljoitWFBpbCIsIldUljoyfQ%3D%3D%7C0%7C%7C%7C&sdata=GZvyTtpROxHytp%2BNDj5VgiWBXa23VDV%2B5Uvedq7rUtg%3D&reserved=0>

>> n

>> ce-V3%3FbidId%3D&data=05%7C02%7Cstephen.zetz%40selahwa.gov%7C0aa86611

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>> 5cc46d3b61e08ddfb112c9%7C97d15bf78f2c430996db1682b80700ba%7C0%7C0%7C

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>> Thank You

>>

>> Steve Zetz

>> Community Development Supervisor

>> City of Selah

>>

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>>
>>
>> -----Original Message-----
>> From: jacqui bush <jacquib781@msn.com>
>> Sent: Tuesday, September 23, 2025 8:50 AM
>> To: Zetz, Stephen <stephen.zetz@selahwa.gov>
>> Subject: Mobile vendors
>>
>>
>> I would like to suggest that Selah embrace the variety of food vendors in a welcoming manner. Many municipalities have designated areas for these creative small businesses. I have found that these ventures are popular, festive and family friendly.
>>
>> I think the proposed changes are too restrictive as far as hours of operation. I do agree that health and safety standards are important.
>>
>> I would also take issue with the regulations for approving or denying permits. The regulations seem arbitrary to me.
>>
>> Thank you.
>> Sent from my iPhone

Zetz, Stephen

From: Lisa Gordon <davidlisa97@hotmail.com>
Sent: Monday, September 22, 2025 1:32 PM
To: Zetz, Stephen
Subject: Mobile Vendor Ordinance

Dear Steve,

Thank you for taking the time to create a revised mobile vendor ordinance for the City of Selah. As a past mobile vendor, it is refreshing to see a more equitable approach to what is or is not allowable under this ordinance.

I do have a couple of questions and suggestions for consideration:

1. Definition of Persons Going Door to Door with Protected Speech

Would it be possible to clarify or add a definition of what this phrase means? I am not entirely clear on who qualifies under this category and why such individuals are exempt from obtaining a permit.

2. Stationary Use & Overnight Stays

I noticed that the ordinance requires vendors to come and go without overnight stays. In our case, we were mostly stationary on our lot, and moving the trailer in and out would have been quite burdensome for our family (as I did not drive the trailer and depended on my spouse's availability). I am wondering if, in the future, there might be an option for a designated space for mobile vendors to keep their trailers—similar to *The Hub* in Kennewick, WA—where businesses have a “permanent” location without needing to move daily. This may not be on the radar for Selah yet, but it might be worth considering for the city's future growth and support of mobile vendors.

Thank you again for your work on this. I appreciate your efforts to make the process clearer and more supportive for both vendors and the community.

Wishing you a wonderful day,

Lisa Gordon



Peddler & Nomadic Vendor Permit Application

City of Selah Public Works and Community Development

222 S Rushmore Road, Selah WA 98942 Phone: (509) 698-7365 Email: permits@selahwa.gov

Portal Submittal: <https://ci-selah-wa.smartgovcommunity.com/Public/Home>

INSTRUCTIONS - PLEASE ANSWER ALL QUESTIONS COMPLETELY.

The purpose of a Peddler & Nomadic Vendor Permit Application is to provide the City with preliminary information regarding the nature of the Business proposed serving the Public in the City of Selah. Please submit the Peddler & Nomadic Vendor Permit Application and required documents on the City of Selah Portal, to the Public Works office, or email to permits@selahwa.gov.

THE PERMIT FEE OF \$10.00 MUST ACCOMPANY THE APPLICATION.

General Information

Business Name:

Mailing Address:

Tax ID #:

UBI #:

Business
Owner:

Name:

Mailing Address:

Phone:

Brief description of the Nature of Business:

Where Will the Business Activity Take Place? (Include a Site Plan/Area):

Dates/Days & Hours of Operation:

Name(s) of Employees/Sales Agent(s):

State ID #:

State Issued In:

Vehicle Description:

License Plate #:

I certify under penalty of perjury that the above information is true and correct to the best of my knowledge and belief.

Business Owner's Signature

Date

YOU MAY NOT START OPERATING YOUR BUSINESS UNTIL THE CITY OF SELAH HAS NOTIFIED YOU THAT YOUR APPLICATION HAS BEEN APPROVED AND YOU HAVE RECEIVED YOUR PERMIT.



Peddler & Nomadic Vendor Site Plan Checklist

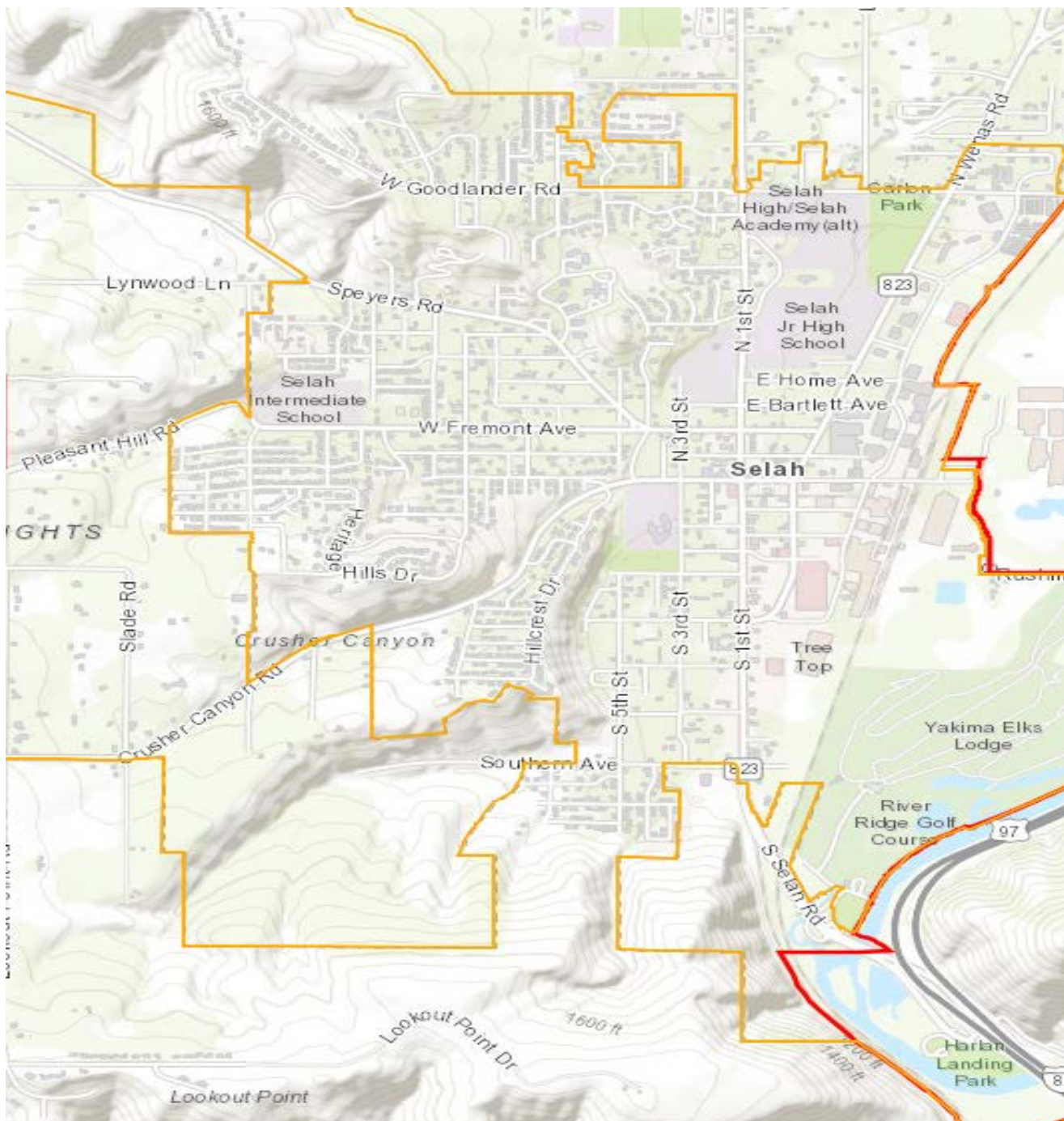
Please Provide Digital or Printed Copies of the Following Applicable Information:

Please Note: The more information you provide with the Peddler & Nomadic Vendor Permit Application, the quicker the review process can go with a complete application.

- ☐ North arrow
- ☐ Travel Area(s)
- ☐ Business name

Please highlight the routes or areas that you will be doing business in.

(Or you may attach a black and white site plan no smaller than 8½" x 11" or not larger than 11" x 17")





Mobile Vendor Permit Application

City of Selah Public Works & Community Development

222 S Rushmore Road, Selah WA 98942 Phone: (509) 698-7365 Email: permits@selahwa.gov

Portal Submittal: <https://ci-selah-wa.smartgovcommunity.com/Public/Home>

INSTRUCTIONS – PLEASE ANSWER ALL QUESTIONS COMPLETELY.

The purpose of a Mobile Vendor Permit Application is to provide the City with preliminary information regarding the nature of the Business proposed serving the Public in the City of Selah. Please submit the Mobile Vendor Permit Application and required documents on the City of Selah Portal, to the Public Works office, or email to permits@selahwa.gov.

THE PERMIT FEE OF \$10.00 MUST ACCOMPANY THE APPLICATION.

Part I – General Information

Business Name:

Mailing Address:

Tax ID #:

UBI #:

Business
Owner:

Name:

Mailing Address:

Phone:

Brief description of the Nature of Business:

Where Will the Business Activity Take Place? (Include a Site Plan/Area):

Property
Owners:

Name:

Mailing Address:

Phone:

Dates/Days & Hours of Operation:

Vehicle Description:

License Plate #:

I certify under penalty of perjury that the above information is true and correct to the best of my knowledge and belief.

Business Owner's Signature

Date

Property Owner's Signature

Date

YOU MAY NOT START OPERATING YOUR BUSINESS UNTIL THE CITY OF SELAH HAS NOTIFIED YOU THAT YOUR APPLICATION HAS BEEN APPROVED AND YOU HAVE RECEIVED YOUR PERMIT.



Mobile Vendor Site Plan Checklist

Please Provide Digital or Printed Copies of the Following Applicable Information:

Please Note: The more information you provide with the Mobile Vendor Permit Application, the quicker the review process can go with a complete application.

- ☐ North arrow
- ☐ Property address
- ☐ Project name
- ☐ How many parking spaces are occupied by the mobile vendor
- ☐ Lot Layout including existing structures and means of egress
- ☐ Clearview triangle
- ☐ Garbage location
- ☐ Location of available restrooms and/or handwashing stations

The black and white site plan shall be no smaller than 8½" x 11" or not larger than 11" x 17"



We want to hear from you!

The City of Selah is considering adopting changes to the mobile vendor ordinance (SMC 4.37). We would love to hear your feedback and thoughts as we prepare final drafts for consideration. You can access the draft text by clicking here <https://www.selahwa.gov/DocumentCenter/View/1290> . Below is a summary of the proposed changes. You may submit comments to Steve Zetz at Stephen.Zetz@selahwa.gov or drop off written comments to Selah Public Works located at 222 S Rushmore Road.

Current Ordinance SMC 4.37	Proposed Changes
Approval of mobile vendors is discretionary without regulations which would prevent arbitrary approval or denial.	Provides regulations for approving or denying mobile vendors and criteria that establishes a fair process of review.
Does not provide limitations on separations between mobile vendors	Requires 250 feet separation between mobile vendors or separation by a public street.
Does not limit hours of operation	Restricts mobile vendors to 20 hours a week and limits hours of operation based on proximity to residential zones.
Does not restrict condition of mobile vendors	Requires mobile vendor vehicles to be well maintained.
Does not restrict placement	Prohibits use of public property and requires that the mobile vendor be sited on a commercial or industrial property as an accessory use to an existing business and requires property owner consent.
Nomadic vendors are not clearly identified	Nomadic vendors are defined as mobile vendors that stay mobile with only brief pauses to conduct sales, such as ice cream trucks. Draft regulations limit hours of operation and noise impacts.
Allows for door to door sales	Allows door to door sales with a permit requiring peddlers to provide a copy of the permit upon request, and must respect all no soliciting signs.



Selah City Council

Regular Meeting

AGENDA ITEM SUMMARY

Meeting Date: 10/14/2025

Agenda Number: 14A

Action Item

Title: [Amendment of] Ordinance Establishing the 2025 Base Salary and Wage Schedule for Unrepresented (a/k/a Non-Union) Positions [so as to Increase the Salary Range for the City Administrator Position]

From: Rob Case, City Attorney

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: N/A by this action. The fiscal impact would occur if and when a new City Administrator begins employment.

Funding Source: N/A for this action. But the City Administrator's salary would be apportioned between multiple City fund accounts/numbers.

Background/Findings/Facts: In preparation for seeking a new City Administrator, the Mayor desires to adjust the applicable salary range of the position. Presently, the salary range – as established by Ordinance No. 2253 – is a minimum of \$10,080 per month and a maximum of \$11,825 per month (which equates a minimum of \$120,960 for a full year and a maximum of \$141,900 for a full year).

The Mayor desires to increase the salary range, such that it would have a new minimum of \$10,580 per month and a new maximum of \$12,050 per month (which would equate to a new minimum of \$126,960 for a full year and a new maximum of \$144,600 for a full year).

The proposed Ordinance submitted with the instant AIS will – if approved by the City Council – effectuate this change. (The only substantive changes on the now-proposed Ordinance versus the currently-in-effect Ordinance are the increased salary figures for the City Administrator position on page 1, an update to the cross references within paragraph “f.” on page 4, and the date within the concluding paragraph on page 4.)

The change is sought now, because state law requires the City to list the applicable salary range within any official job advertisement. The Mayor intends to begin advertising the job opening after the new salary range is established.

For clarity and completeness, if a new maximum amount is established that does not necessarily mean that a new City Administrator will begin employment at the absolute maximum amount. Also, the Mayor has the authority to select the City Administrator and the City Council then has

the authority to confirm or disconfirm the Mayor’s selection – per Selah Municipal Code 1.10.015(a).

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:
09/23/2025	Ordinance No. 2253; [Amendment of] Ordinance Establishing the 2025 Base Salary and Wage Schedule for Unrepresented (a/k/a Non-Union) Positions [so as to Increase the Wage Range for the Newly Reclassified Financial Specialist Position]

ORDINANCE NO. _____

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

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

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

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

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

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

Executive

Administration

	<u>minimum</u>	<u>maximum</u>
City Administrator	\$10,580	\$12,050
Finance Director	\$9,030	\$10,638
City Attorney	\$13,545	\$15,824
City Clerk	\$6,720	\$7,879
HR & Community Outreach Spec.	\$4,594	\$5,362
Payroll & Accts. Payabl. Spclst.	\$4,594	\$5,362
Utility Billing Specialist	\$4,594	\$5,362
Court Clerk & Administrator	\$4,594	\$5,362

Community Services

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

Public Works

Administration & Utilities

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

Community Development

Community Dvlpmnt. Superv.	\$7,875	\$9,262
City Planner	\$6,694	\$7,875
Building & Code Inspector	\$5,250	\$6,240
Code Enfor. & Strwtr. Mgmt.	\$4,594	\$5,362
Plnng. & Bldg. Permit Spclst.	\$4,594	\$5,362

Wastewater Treatment Plant

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

Police Department

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

Fire Department

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

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

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

Financial Specialist	\$22.51	\$30.01
PW Laborer II	\$19.57	\$22.61
PW Laborer I	\$16.66	\$19.30
Recr. Sports Supervisor	\$16.66	\$19.30
Recr. Programs: Sports Ref. III	\$16.66	\$18.08
Recr. Programs: Sports Ref. II	\$16.66	\$17.76
Recr. Programs: Sports Ref. I or Scorekeeper	\$16.66	\$17.64

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

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

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

- e. As reflected by its title and body, this Ordinance only pertains to unrepresented (a/k/a non-union) positions. Represented employees (a/k/a union members) will be paid the salaries/wages specified by the then-applicable Collective Bargaining Agreement (or other union contract) that governs their employment. As of the date of this Ordinance, most Police Department employees and many Public Works Department employees are represented employees (a/k/a union members).
- f. Ordinance Nos. 2253, 2251 and 2239 preceded the instant Ordinance and were applicable for earlier portions, respectively, of the year of 2025. Ordinance No. 2216 and its successors (Ordinance Nos. 2218, 2221, 2222, 2233, and 2235) were the applicable salary and wage ordinances for the year of 2024.

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

PASSED AND ORDAINED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 14th day of October, 2025.

Roger Bell, Mayor

ATTEST:

Courtney McGarity, City Clerk

APPROVED AS TO FORM:

Rob Case, City Attorney