



SELAH CITY COUNCIL

Study Session

December 9, 2025

4:30 p.m.– 5:30 p.m.: Studio Meng Strazzara



SELAH CITY COUNCIL

Regular Meeting

December 9, 2025

4:30 p.m.: Studio Meng Strazzara
5:30 p.m.: Regular Scheduled Meeting

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

A yellow AIS cover page indicates an action item.

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



Selah City Council
Meeting Date: December 9, 2025
4:30 p.m.: Study Session
5:30 p.m.: Regular Meeting

Mayor and Interim
City Administrator: Roger Bell
Mayor Pro Tempore +
Councilmember: Mike Costello
Councilmembers: Joshua Redtfeldt
Jared Iverson
Elizabeth Marquis
Clifford Peterson
William Longmire
David Monaghan

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

City Administrator:
City Attorney: Rob Case
City Clerk: Courtney McGarity

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 Mark Williams of Selah United Methodist Church**
- 6) **Announcement of changes, if any, from previously published Agenda**
- 7) **Getting to know local businesses, agencies and/or people (up to 5 minutes total)**
- 8) **Comments from the public (up to 30 minutes total)**

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

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

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

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

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

9) **Proclamations/Announcements**

- A. Community Pride Award – Carlos Cardenas Hernandez – Selah High School

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 November 25, 2025 Council Meeting |
| B. | Kimberly Grimm | * Approval of Claims & Payroll |
| C. | Michael Gause | * Resolution Authorizing the Mayor to Sign an Eleven-Page Interlocal Agreement with the City of Yakima for Corrections/Detention Services during 2026 |
| D. | Michael Gause | * Resolution Authorizing the Mayor to Sign a One-Page Addendum to the Existing Interlocal Agreement with the City of Sunnyside for Corrections/Detention Services, which Will Apply During 2026 |
| E. | Michael Gause | * Resolution Authorizing the Mayor to Sign an Interlocal Agreement with Kittitas County for Corrections/Detention Services through 2027 |
| F. | Rocky Wallace | * Resolution Ratifying Signatures by the Mayor on the Local Agency Agreement and the Project Prospectus for the City’s Home Avenue Sidewalk Gaps Improvement Project |
| G. | Rocky Wallace | * Resolution Ratifying Signatures by the Mayor on the Local Agency Agreement and the Project Prospectus for the City’s First Street Signalized Intersection Improvements Project |
| H. | Rocky Wallace | * Resolution Ratifying Signatures by the Mayor on the Local Agency Agreement and the Project Prospectus for the City’s First Street Resurfacing (Yakima Ave to Fremont Ave) Project |

- | | | |
|----|------------------|---|
| I. | Rocky
Wallace | * Resolution Ratifying Signatures by the Mayor on the Local Agency Agreement Supplement and the Project Prospectus for the City's Street Sweeper Project |
| J. | Rocky
Wallace | * Resolution Authorizing the Mayor to Sign "Amendment No. 2" to "Task Order No. 2023-09" with HLA Engineering and Land Surveying, Inc., for Additional Professional Services Related to the Wastewater Treatment Plant Improvements Project |
| K. | Rocky
Wallace | * Resolution Authorizing the Mayor to Issue a Purchase Order to SWS Equipment, LLC, for a Street Sweeper |
| L. | Rocky
Wallace | * Resolution Declaring Specified Personal Property Items as Surplus, and Authorizing their Disposition, Sale and/or Recycling |
| M. | Rocky
Wallace | * Resolution Authorizing the Public Works Department to Purchase a New John Deere Backhoe and, also, Declaring an Existing 1992 John Deere 310D Backhoe as Surplus and Authorizing it to be Traded In as Part of the Purchase |
| N. | Rocky
Wallace | * Resolution Authorizing the Public Works Department to Purchase a New Pontoon Boat |
| O. | Rocky
Wallace | * Resolution Authorizing the Mayor or Public Works Director to Sign to Agreement No. PTD1273 with the Washington State Department of Transportation |
| P. | Rocky
Wallace | * Resolution Authorizing the Mayor to "Task Order No. 2025-06" with HLA Engineering and Land Surveying, Inc., for Professional Services Related to the Civic Center Remodel Phase III Project |

11) **General Business**

A. New Business

- Jordan Ramos – Girls Softball League – 10 min

B. Old Business

- Fire Department

12) **Public Hearings/Forums**

- | | | |
|----|------------|--|
| A. | Steve Zetz | Review of Current Draft Version of Potential Special Event Ordinance |
|----|------------|--|

13) **Resolutions**

- A. Rob Case Resolution Authorizing the Finance Department to Pay Claims and Payroll During the Second Halves of June and December
- B. Rob Case Resolution Authorizing the Mayor to Sign a Four-Page Amendment to Contract for Indigent Defense Services
- C. Rob Case Resolution Authorizing the Mayor to Sign a Four-Page Additional Amendment to Professional Services Contract Prosecution with the Entity of Margita A. Dornay Attorney at Law, PLLC
- D. Rob Case Resolution Authorizing the Mayor to Extend a Contractual Offer to Randall P. Mueller to Become the City's City Administrator
- E. Rob Case Resolution Approving the Architect's Maximum Fees for Design of a New Modular Building to Serve as a Municipal Center/Public Safety Building, and Authorizing the Mayor to Enter into a Three-Page Letter-Style Agreement with the Architect

14) **Ordinances**

- A. Rob Case Ordinance Establishing the 2025 Base Salary and Wage Schedule for Unrepresented (a/k/a Non-Union) Positions

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** – 60 min

RCW 42.30.110(i); RE: Potential Litigation and RCW 42.30.110(g); RE: Employee Performance

18) **Adjournment**

Next Regular Meeting: January 13, 2026

Next Study Session: January 13, 2026



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 12/9/2025

Agenda Number: 10A

Action Item

Title: Approval of Meeting Minutes from November 25, 2025 Council Meeting

From: Courtney McGarity, City Clerk

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: N/A

Funding Source: N/A

Background/Findings/Facts: N/A

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

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

Date: **Action Taken: None**

City of Selah City Council
Regular Meeting Minutes
November 25, 2025



Call to Order

Mayor Bell called the meeting to order at 5:35 p.m.

Roll Call

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

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

Staff Absent: Jim Lange, Fire Chief

Pledge of Allegiance was said by all in attendance

Invocation

Jason Williams of Harvest Community Church

Pre-Arranged Oral Comments

- Pattie Graffe – Provided updates from Selah Downtown Association

Oral Comments by People in Attendance

- Jeff Duchemin and Matt Alexander – Spoke on the potential to purchase City property at 303 W Naches Ave for Stone Church
- Lisa Gordon – Spoke on the mobile vendor Ordinance

Proclamations and Announcements

- **Swearing in of New Councilmember** - Courtney McGarity, City Clerk, swore in Joshua Redtfeldt as a Councilmember for the City of Selah.

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 November 25, 2025 Council Meeting
- B. Kimberly Grimm * Approval of Claims & Payroll
- C. Zack Schab * Resolution Declaring Metal Chair Racks and Metal Folding Chairs as Surplus Property
- D. Rocky Wallace * Resolution Authorizing Public Works to Purchase a New Ford Maverick Pickup Truck
- E. Rocky Wallace * Resolution Authorizing the Public Works Department to Purchase One Snowplow
- F. Rocky Wallace * Resolution Authorizing the Public Works Director to Docusign an Agreement with the Washington State Department of Commerce for the City's Wastewater Treatment Plant Improvements Project
- G. Mick Gause * Resolution Authorizing the Mayor to Sign a Ten-Page Purchase Agreement with Axon Enterprise, Inc., Whereby the Police Department Will Receive Services from 2026-2030

Councilmember Redtfeldt moved to approve the Consent Agenda. Councilmember Iverson 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.

Ordinances

- A. Steve Zetz Ordinance Repealing Chapter 4.37 of the Selah Municipal Code and Enacting a New Version Thereof

Councilmember Costello moved to amend the Ordinance. Councilmember Marquis seconded. Following a roll call vote by Courtney McGarity, City Clerk, Councilmember Longmire is opposed, Councilmembers Iverson, Peterson, Redtfeldt, Costello, Monaghan and Marquis are in favor. The motion to amend is passed.

Councilmember Peterson moved to approve the Ordinance as amended. Councilmember Costello seconded. Following a roll call vote by Courtney McGarity, City Clerk, Councilmember Longmire is opposed, Councilmembers Iverson, Peterson, Redtfeldt, Costello, Monaghan and Marquis are in favor. The motion is passed.

Staff Reports/Announcements

The following staff members provided a department report:

- Zack Schab, Recreation + Tourism Manager
- Steve Zetz, Community Development Supervisor
- Mick Gause, Interim Police Chief
- Scott Willis, Deputy Fire Chief
- Rocky Wallace, Public Works Director
- Kimberly Grimm, Finance Director
- Courtney McGarity, City Clerk

Councilmember Reports

- Councilmember Longmire – Attended the SPRSA meeting on 11/17 and discussed options for sunshade pricing
- Councilmember Iverson – Attended the Selah Chamber of Commerce meeting on 11/19 where Pattie Graffe presented as guest speaker
- Councilmember Peterson – Attended the SPRSA meeting on 11/17 and the budget was passed
- Councilmember Costello – Attended the Emergency Management Systems Executive meeting to discuss the year's grants and funds; Attended the 6th Annual Food Drive with the Selah Police Department; Attended the meet and greet for City Administrator candidates
- Councilmember Monaghan – Attending YVCOG on 12/15
- Councilmember Marquis – Requested there be a follow-up discussion at the 12/9 City Council meeting for Fire Commissioners

City Attorney Report

No Report

Mayor's Report

The City hosted the top two City Administrator candidates for a full day of department tours, lunch, and an invite-only meet and greet on 11/21; A contract is currently being negotiated with Randy Mueller and is expected to be presented to Councilmembers on 12/9; A contract for the position of Police Chief is currently being reviewed; There will be a Study Session on 12/9 with Studio Meng Strazzara to discuss the potential new Municipal Complex; Mayor Bell will be meeting with the Yakima Training Center next week to discuss building on relationships and ideas for America's 250th.

Executive Session – RCW 42.30.110(i); RE: Potential Litigation

Executive Session began at 7:10 p.m. to end at 7:25 p.m.

Executive Session ended at 7:25 p.m. with no decisions made/no votes taken

Adjournment

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

Meeting ended at 7:26 p.m.

Roger Bell, Mayor

David Monaghan, Councilmember

Clifford Peterson, Councilmember

Elizabeth Marquis, Councilmember

Michael Costello, Councilmember

Joshua Redtfeldt, Councilmember

William Longmire, Councilmember

Jared Iverson, Councilmember

ATTEST:

Courtney McGarity, City Clerk



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 12/9/2025

Agenda Number: 10B

Action Item

Title: Approval of Claims and Payroll

From: Kimberly Grimm, Finance Director

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: See attached payroll and claims directories

Funding Source: N/A

Background/Findings/Facts: N/A

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

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

Date: **Action Taken:** None

CHECK REGISTER

City Of Selah

Time: 13:51:34 Date: 12/03/2025

12/05/2025 To: 12/05/2025

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
8220	12/05/2025	Payroll	1	EFT		909.53	Nov 1-31 2025 Pay Period
8221	12/05/2025	Payroll	1	EFT		220.42	Nov 1-31 2025 Pay Period
8222	12/05/2025	Payroll	1	EFT		295.42	Nov 1-31 2025 Pay Period
8224	12/05/2025	Payroll	1	EFT		295.42	Nov 1-31 2025 Pay Period
8225	12/05/2025	Payroll	1	EFT		295.42	Nov 1-31 2025 Pay Period
8226	12/05/2025	Payroll	1	EFT		295.42	Nov 1-31 2025 Pay Period
8227	12/05/2025	Payroll	1	EFT		295.42	Nov 1-31 2025 Pay Period
8228	12/05/2025	Payroll	1	EFT		295.42	Nov 1-31 2025 Pay Period
8229	12/05/2025	Payroll	1	EFT		2,139.25	Nov 16-30 2025 Pay Period
8230	12/05/2025	Payroll	1	EFT		1,836.75	Nov 16-30 2025 Pay Period
8231	12/05/2025	Payroll	1	EFT		2,201.13	Nov 16-30 2025 Pay Period
8232	12/05/2025	Payroll	1	EFT		2,098.98	Nov 16-30 2025 Pay Period
8233	12/05/2025	Payroll	1	EFT		3,081.81	Nov 16-30 2025 Pay Period
8234	12/05/2025	Payroll	1	EFT		2,030.25	Nov 16-30 2025 Pay Period
8235	12/05/2025	Payroll	1	EFT		1,934.46	Nov 16-30 2025 Pay Period
8236	12/05/2025	Payroll	1	EFT		1,997.43	Nov 16-30 2025 Pay Period
8237	12/05/2025	Payroll	1	EFT		2,075.90	Nov 16-30 2025 Pay Period
8238	12/05/2025	Payroll	1	EFT		2,148.65	Nov 16-30 2025 Pay Period
8239	12/05/2025	Payroll	1	EFT		4,771.70	Nov 16-30 2025 Pay Period
8240	12/05/2025	Payroll	1	EFT		2,052.34	Nov 16-30 2025 Pay Period
8241	12/05/2025	Payroll	1	EFT		2,671.99	Nov 16-30 2025 Pay Period
8242	12/05/2025	Payroll	1	EFT		643.65	Nov 16-30 2025 Pay Period
8243	12/05/2025	Payroll	1	EFT		2,720.36	Nov 16-30 2025 Pay Period
8244	12/05/2025	Payroll	1	EFT		2,059.83	Nov 16-30 2025 Pay Period
8245	12/05/2025	Payroll	1	EFT		1,908.32	Nov 16-30 2025 Pay Period
8246	12/05/2025	Payroll	1	EFT		893.62	Nov 16-30 2025 Pay Period
8247	12/05/2025	Payroll	1	EFT		2,491.45	Nov 16-30 2025 Pay Period
8248	12/05/2025	Payroll	1	EFT		2,251.12	Nov 16-30 2025 Pay Period
8249	12/05/2025	Payroll	1	EFT		2,037.98	Nov 16-30 2025 Pay Period
8250	12/05/2025	Payroll	1	EFT		2,024.57	Nov 16-30 2025 Pay Period
8251	12/05/2025	Payroll	1	EFT		3,633.86	Nov 16-30 2025 Pay Period
8252	12/05/2025	Payroll	1	EFT		1,607.88	Nov 16-30 2025 Pay Period
8253	12/05/2025	Payroll	1	EFT		1,371.75	Nov 16-30 2025 Pay Period
8254	12/05/2025	Payroll	1	EFT		2,152.61	Nov 16-30 2025 Pay Period
8255	12/05/2025	Payroll	1	EFT		3,815.03	Nov 16-30 2025 Pay Period
8256	12/05/2025	Payroll	1	EFT		1,975.62	Nov 16-30 2025 Pay Period
8257	12/05/2025	Payroll	1	EFT		1,304.15	Nov 16-30 2025 Pay Period
8258	12/05/2025	Payroll	1	EFT		2,035.70	Nov 16-30 2025 Pay Period
8259	12/05/2025	Payroll	1	EFT		2,092.92	Nov 16-30 2025 Pay Period
8260	12/05/2025	Payroll	1	EFT		2,534.39	Nov 16-30 2025 Pay Period
8261	12/05/2025	Payroll	1	EFT		1,930.77	Nov 16-30 2025 Pay Period
8262	12/05/2025	Payroll	1	EFT		2,428.41	Nov 16-30 2025 Pay Period
8263	12/05/2025	Payroll	1	EFT		412.00	Nov 16-30 2025 Pay Period
8264	12/05/2025	Payroll	1	EFT		1,931.99	Nov 16-30 2025 Pay Period
8265	12/05/2025	Payroll	1	EFT		2,066.61	Nov 16-30 2025 Pay Period
8266	12/05/2025	Payroll	1	EFT		2,045.19	Nov 16-30 2025 Pay Period
8267	12/05/2025	Payroll	1	EFT		3,486.70	Nov 16-30 2025 Pay Period
8268	12/05/2025	Payroll	1	EFT		2,463.75	Nov 16-30 2025 Pay Period
8269	12/05/2025	Payroll	1	EFT		1,921.92	Nov 16-30 2025 Pay Period
8270	12/05/2025	Payroll	1	EFT		3,894.50	Nov 16-30 2025 Pay Period
8271	12/05/2025	Payroll	1	EFT		3,361.52	Nov 16-30 2025 Pay Period
8272	12/05/2025	Payroll	1	EFT		2,030.90	Nov 16-30 2025 Pay Period
8273	12/05/2025	Payroll	1	EFT		2,082.62	Nov 16-30 2025 Pay Period
8274	12/05/2025	Payroll	1	EFT		2,513.75	Nov 16-30 2025 Pay Period
8275	12/05/2025	Payroll	1	EFT		3,214.61	Nov 16-30 2025 Pay Period
8276	12/05/2025	Payroll	1	EFT		2,809.02	Nov 16-30 2025 Pay Period
8277	12/05/2025	Payroll	1	EFT		2,079.58	Nov 16-30 2025 Pay Period
8278	12/05/2025	Payroll	1	EFT		1,968.29	Nov 16-30 2025 Pay Period
8279	12/05/2025	Payroll	1	EFT		2,779.97	Nov 16-30 2025 Pay Period
8280	12/05/2025	Payroll	1	EFT		3,164.05	Nov 16-30 2025 Pay Period

CHECK REGISTER

City Of Selah

Time: 13:51:34 Date: 12/03/2025

12/05/2025 To: 12/05/2025

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
8281	12/05/2025	Payroll	1	EFT		2,627.17	Nov 16-30 2025 Pay Period
8282	12/05/2025	Payroll	1	EFT		2,030.34	Nov 16-30 2025 Pay Period
8283	12/05/2025	Payroll	1	EFT		2,552.97	Nov 16-30 2025 Pay Period
8284	12/05/2025	Payroll	1	EFT		536.97	Nov 16-30 2025 Pay Period
8285	12/05/2025	Payroll	1	EFT		2,134.97	Nov 16-30 2025 Pay Period
8286	12/05/2025	Payroll	1	EFT		2,559.60	Nov 16-30 2025 Pay Period
8287	12/05/2025	Payroll	1	EFT		2,107.13	Nov 16-30 2025 Pay Period
8288	12/05/2025	Payroll	1	EFT		2,504.66	Nov 16-30 2025 Pay Period
8289	12/05/2025	Payroll	1	EFT		887.00	Nov 16-30 2025 Pay Period
8290	12/05/2025	Payroll	1	EFT		2,494.65	Nov 16-30 2025 Pay Period
8291	12/05/2025	Payroll	1	EFT		2,144.44	Nov 16-30 2025 Pay Period
8292	12/05/2025	Payroll	1	EFT		3,376.62	Nov 16-30 2025 Pay Period
8293	12/05/2025	Payroll	1	EFT		2,145.84	Nov 16-30 2025 Pay Period
8294	12/05/2025	Payroll	1	EFT		2,078.31	Nov 16-30 2025 Pay Period
8295	12/05/2025	Payroll	1	EFT		2,125.90	Nov 16-30 2025 Pay Period
8296	12/05/2025	Payroll	1	EFT		1,284.14	Nov 16-30 2025 Pay Period
8297	12/05/2025	Payroll	1	EFT		3,690.89	Nov 16-30 2025 Pay Period
8298	12/05/2025	Payroll	1	EFT		3,174.31	Nov 16-30 2025 Pay Period
8299	12/05/2025	Payroll	1	EFT		2,648.05	Nov 16-30 2025 Pay Period
8300	12/05/2025	Payroll	1	EFT		3,178.90	Nov 16-30 2025 Pay Period
8301	12/05/2025	Payroll	1	EFT		3,067.59	Nov 16-30 2025 Pay Period
8223	12/05/2025	Payroll	1	86987		295.42	Nov 1-31 2025 Pay Period
						36,196.70	001 General Fund
						49,824.11	103 Fire Control
						15,430.70	110 City Street
						3,949.12	118 Civic Center
						1,103.84	119 Transit
						25,336.04	411 Water
						38,152.41	415 Sewer
						1,737.02	420 Solid Waste
						171,729.94	Payroll:
							171,729.94

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: 11:46:58 Date: 12/04/2025

As Of: 12/09/2025

Page: 1

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
6494	12/03/2025	12/09/2025	1597	ABC Fire Control, Inc.	311.90 Invoice #243912
6396	11/07/2025	12/09/2025	3362	ALS-PACEM Defense	2,084.80 PO Number Q17012
6390	11/25/2025	12/09/2025	1606	Abadan	85.70 Invoice AR341802
6397	12/02/2025	12/09/2025	1606	Abadan	888.50 Invoice #AR341352
6437	12/03/2025	12/09/2025	1606	Abadan	156.04 Invoice #AR341353
6453	12/03/2025	12/09/2025	1606	Abadan	7.97 Invoice #AR342107
6496	12/03/2025	12/09/2025	1627	Amazon Capital Services	48.50 Invoice #1LT4-RJLT-CV4F
6497	12/03/2025	12/09/2025	1627	Amazon Capital Services	34.62 Invoice #1VTT-LKXW-CNWJ
6438	12/03/2025	12/09/2025	1633	Anatek Labs	39.00 Invoice #2530871
6439	12/03/2025	12/09/2025	1633	Anatek Labs	39.00 Invoice #2531815
6498	12/03/2025	12/09/2025	1633	Anatek Labs	39.00 Invoice #2531954
6398	12/02/2025	12/09/2025	1644	Association of Washington Cities	102.79 Invoice #166356
6445	12/03/2025	12/09/2025	1658	BSN Sports, Inc.	361.28 Invoice #932242793
6399	12/02/2025	12/09/2025	1663	Basin Disposal Of Yakima, LLC	93,164.29 Invoice #5794559
6446	12/03/2025	12/09/2025	1689	Brose's Wholesale Florist, Inc.	201.00 Invoice #96226
6385	11/20/2025	12/09/2025	1710	Cascade Natural Gas Corp	171.02 Due date 12/4/25
6466	12/03/2025	12/09/2025	1716	Centerpoint Language Services	1,050.00 Invoice #8511, 8512
6457	12/03/2025	12/09/2025	1724	Centurylink - FD	176.34 Invoice #333827572
6459	12/03/2025	12/09/2025	1727	Charter Communications	52.06 Invoice #176781401112125
6467	12/02/2025	12/09/2025	1727	Charter Communications	64.99 Invoice # 176781801112125
6454	12/03/2025	12/09/2025	1734	Christensen, Inc.	955.29 Invoice #0782941-IN
6447	12/03/2025	12/09/2025	1738	Cintas	96.90 Invoice #4250756765
6388	11/26/2025	12/09/2025	1742	City of Selah, Utilities	179.12 11/26/25 Billing Date
6400	12/02/2025	12/09/2025	1742	City of Selah, Utilities	205.95 Invoice #10120 112025
6448	12/03/2025	12/09/2025	1742	City of Selah, Utilities	1,067.50 Invoice #27540
6455	12/03/2025	12/09/2025	1742	City of Selah, Utilities	263.12 Invoice #23350, 23351
6506	12/04/2025	12/09/2025	1742	City of Selah, Utilities	16,320.01 Invoice #112025PW
6394	06/30/2024	12/09/2025	1743	City of Sunnyside	3,150.00 Sunnyside inmate house Invoice 14814
6401	12/02/2025	12/09/2025	1748	Code Publishing Company	307.50 Invoice #GCI0018886
6416	12/02/2025	12/09/2025	1753	Consolidated Electrical Distributors	331.27 Invoice #9477-1112632
6440	12/03/2025	12/09/2025	1763	Culligan Yakima	9.69 Invoice #CD3054795
6417	12/02/2025	12/09/2025	3442	DTG	881.16 Invoice #29233448
6418	12/02/2025	12/09/2025	3442	DTG	629.40 Invoice #29234361
6402	12/02/2025	12/09/2025	1777	Daniel Polage	9,000.00 Invoice #Dec2025
6435	12/03/2025	12/09/2025	2654	Databar	2,948.35 Invoice #273335
6414	11/18/2025	12/09/2025	3499	Dept of Enterprise Services	400.00 DRMO DoES invoice
6419	12/02/2025	12/09/2025	1835	Envirotech Services, Inc.	10,762.72 Invoice #CD202602595
6403	12/02/2025	12/09/2025	1842	FP Mailing Solutions	146.21 Invoice #RI106883958

ACCOUNTS PAYABLE

City Of Selah

Time: 11:46:58 Date: 12/04/2025

As Of: 12/09/2025

Page: 2

Accts Pay #	Received	Date Due		Vendor	Amount	Memo
6395	12/02/2025	12/09/2025	1853	First Responder Outfitters, Inc	6,277.99	Invoice #'s 24674-3, 24665-3, 24685-3, 24689-3, 21606-3, 24124-3, 24125-3, 24126-3, 24127-3, 24129-3
6503	12/03/2025	12/09/2025	3292	Garcia, Anita	150.00	Invoice #0122024
6392	11/21/2025	12/09/2025	2846	Gardner, Billy	432.00	Invoice Date 11/21/25
6393	11/25/2025	12/09/2025	1885	HID Global Corporation	1,310.00	Invoice 13400002940
6384	11/20/2025	12/09/2025	1895	Helms Hardware Company	17.19	Invoice 098962
6420	12/02/2025	12/09/2025	1895	Helms Hardware Company	128.82	Invoice #854300
6421	12/02/2025	12/09/2025	1895	Helms Hardware Company	292.30	Invoice #854310
6422	12/02/2025	12/09/2025	1895	Helms Hardware Company	12.99	Invoice #854384
6423	12/02/2025	12/09/2025	1895	Helms Hardware Company	1.81	Invoice #854390
6424	12/02/2025	12/09/2025	1895	Helms Hardware Company	48.71	Invoice #859601
6425	12/02/2025	12/09/2025	1895	Helms Hardware Company	3.69	Invoice #859634
6426	12/02/2025	12/09/2025	1895	Helms Hardware Company	43.31	Invoice #860821
6427	12/02/2025	12/09/2025	1895	Helms Hardware Company	6.32	Invoice #861064
6428	12/02/2025	12/09/2025	1895	Helms Hardware Company	40.59	Invoice #861137
6429	12/02/2025	12/09/2025	1895	Helms Hardware Company	51.95	Invoice #861411
6430	12/02/2025	12/09/2025	1895	Helms Hardware Company	59.55	Invoice #861412
6431	12/02/2025	12/09/2025	1895	Helms Hardware Company	3.97	Invoice #861437
6449	12/03/2025	12/09/2025	1895	Helms Hardware Company	32.02	Invoice #861125
6456	12/03/2025	12/09/2025	1895	Helms Hardware Company	24.36	Invoice #860819
6464	12/03/2025	12/09/2025	1895	Helms Hardware Company	62.01	Invoice #859722
6465	12/03/2025	12/09/2025	1895	Helms Hardware Company	34.65	Invoice #861528
6432	12/02/2025	12/09/2025	1901	Independent Water Service, Inc.	88.81	Invoice #R242106
6458	12/03/2025	12/09/2025	1916	J & B Medical Supply Inc	322.54	Invoice #3653000
6441	12/03/2025	12/09/2025	1962	Kelley's Tele-Communications	234.70	Invoice #1010612812012025
6433	12/02/2025	12/09/2025	1979	LabTest	1,740.00	Invoice #27029
6404	12/02/2025	12/09/2025	1991	Liberty Mutual Insurance CO	145.00	Invoice #999299289
6415	12/02/2025	12/09/2025	2008	Margita A. Dornay, Attorney at Law	8,000.00	Invoice #007
6505	12/04/2025	12/09/2025	2017	Medstar Cabulance, Inc.	10,525.16	Invoice #ST 16-30 Nov 2025
6460	12/03/2025	12/09/2025	2053	O'Reilly Automotive Inc	20.56	Invoice #5631-118124
6386	11/24/2025	12/09/2025	2055	ODP Business Solutions, LLC	398.94	Unpaid invoices 436234021001, 436230771001, 441452686001
6405	12/02/2025	12/09/2025	2055	ODP Business Solutions, LLC	243.18	Invoice #446757353001
6499	12/03/2025	12/09/2025	2059	One Call Concepts	62.55	Invoice #5119110
6504	12/04/2025	12/09/2025	2061	Operation Omni Janitorial Service	5,779.52	Invoice #328895
6442	12/03/2025	12/09/2025	2066	Oxarc, Inc.	513.67	Invoice #0062182753
6406	12/02/2025	12/09/2025	2078	PageFreezer Software, Inc.	1,685.60	Invoice #INV-20543
6450	12/03/2025	12/09/2025	2468	Paul's Air f/x, Ltd	162.45	Invoice #39023688
6500	12/03/2025	12/09/2025	2100	PlayCreation, Inc.	48,707.93	Invoice #2507-12814

ACCOUNTS PAYABLE

City Of Selah

Time: 11:46:58 Date: 12/04/2025

As Of: 12/09/2025

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
6495	12/03/2025	12/09/2025 2471	Polar Heating & Air Conditioning LLC	530.67	Invoice #12225
6451	12/03/2025	12/09/2025 2135	Ricoh USA, Inc.	82.25	Invoice #5072359992
6407	12/02/2025	12/09/2025 2138	Robert R. Northcott	300.00	Invoice #112525
6502	12/03/2025	12/09/2025 2138	Robert R. Northcott	300.00	Invoice #12325
6408	12/02/2025	12/09/2025 2640	Springbrook	1,000.00	Invoice #TM INV 000768B
6412	12/02/2025	12/09/2025 2640	Springbrook	1,250.00	Invoice #INV-B002565
6387	12/01/2025	12/09/2025 2246	TransUnion Risk & Alternative	108.30	November Invoice 329925-202511-1
6501	12/03/2025	12/09/2025 2268	Valley Septic Services LLC	570.00	Invoice #265873, 265874
6413	11/30/2025	12/09/2025 2269	Valvoline Instant Oil Change	128.64	Invoice #'s 48694, 48858, 48859
6452	12/03/2025	12/09/2025 2271	Verizon Wireless	235.32	Invoice #054204136800004
6409	12/02/2025	12/09/2025 2537	WA State Treasurer	8,297.72	Invoice #Nov2025
6443	12/03/2025	12/09/2025 2291	Washington Auto Carriage	203.79	Invoice #S111286
6461	12/03/2025	12/09/2025 2293	Washington Fire Chiefs	1,910.17	Invoice #MR-2025-0025
6444	12/03/2025	12/09/2025 2308	Washington St Dept of Transportation	375.61	Invoice #RE 45 JE5007 L314
6391	12/01/2025	12/09/2025 2311	Washington State Patrol	84.00	Invoice I2602784
6410	12/02/2025	12/09/2025 2332	William Ervin	624.63	Invoice #10292025
6462	12/03/2025	12/09/2025 2345	Yakima Co EMS	185.02	Invoice #S2025-051
6389	11/30/2025	12/09/2025 2339	Yakima Cooperative Association	4,614.95	Invoice due 12/15/25
6434	12/02/2025	12/09/2025 2339	Yakima Cooperative Association	4,524.33	Invoice #157825Nov2025
6411	12/02/2025	12/09/2025 2354	Yakima County Prosecutor's	107.34	Invoice #NOV2025
6436	12/03/2025	12/09/2025 2360	Yakima Herald Republic	248.50	Invoice #80613
6463	12/03/2025	12/09/2025 2360	Yakima Herald Republic	214.50	Invoice #80703
Report Total:				260,293.57	

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

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: 12/9/2025

Agenda Number: 10C

Action Item

Title: Resolution Authorizing the Mayor to Sign an Eleven-Page Interlocal Agreement with the City of Yakima for Corrections/Detention Services during 2026

From: Interim Police Chief, Michael Gause

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: For the housing of inmates in 2026, the City would pay Yakima a daily rate of \$90.00 per bed for a guaranteed minimum availability of two (2) beds per day. This guarantee constitutes an annual minimum financial obligation of Sixty-Five Thousand Seven Hundred Dollars (\$65,700.00). Any beds utilized beyond the guaranteed minimum would be billed at a rate of \$95.00 per bed, per day.

Funding Source: 001 General Fund

Background/Findings/Facts: The City is facing significant and unsustainable increases in our jail service costs with our current providers in Kittitas and Yakima counties. To address this, the City is seeking a partnership with the City of Yakima to utilize its jail facilities during 2026 for booking males charged with misdemeanor crimes.

This targeted collaboration would allow the City to divert a consistent segment of its bookings to a more local and cost-effective solution. While the City would still need to utilize county facilities for females and those charged with felonies, a partnership with the City of Yakima would significantly reduce overall costs and decrease officer travel and booking time, thereby increasing the officers' presence in our community.

A proposed eleven-page Interlocal Agreement (labeled Interlocal Agreement for Inmate Housing) has been prepared. A copy is submitted with the instant AIS. Its terms are acceptable to City staff and City staff recommends that the City Council authorize the Mayor 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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	None
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RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN ELEVEN-PAGE
INTERLOCAL AGREEMENT WITH THE CITY OF YAKIMA FOR
CORRECTIONS/DETENTION SERVICES DURING 2026

WHEREAS, the City desires to enter into an Interlocal Agreement (ILA) with the City of Yakima, whereby the City will have the option of using Yakima's jail facilities during 2026; and

WHEREAS, an eleven-page ILA (labeled Interlocal Agreement for Inmate Housing) has been prepared, the City Attorney has reviewed it, and its terms are acceptable to City staff; and

WHEREAS, City of Selah recommends that the ILA be approved and 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 eleven-page ILA in the form appended hereto.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 9th day of December, 2025.

Roger Bell, Mayor

ATTEST:

Courtney McGarity, City Clerk

APPROVED AS TO FORM:

Rob Case, City Attorney

INTERLOCAL AGREEMENT FOR INMATE HOUSING

THIS INTERLOCAL AGREEMENT FOR INMATE HOUSING (hereinafter referred to as "Agreement") is made and entered into by and between the CITY OF YAKIMA, a municipal corporation and First Class City of the State of Washington (hereinafter referred to as "Yakima"), and the CITY OF SELAH, a municipal corporation organized under the laws of the State of Washington (hereinafter referred to as "Contract Agency"). City and Contract Agency may be referred to collectively as "Parties" or individually as "Party".

RECITALS

WHEREAS, the City owns and operates a correctional facility located at 200 South 3rd Street, Yakima, Washington, 98901 (hereinafter referred to as "Facility") to serve the City and its residents, and other governmental entities that contract with the City from time to time to provide correctional services essential to the preservation of the public health, safety, and welfare; and

WHEREAS, the Contract Agency wishes to utilize the City Facility to transfer custody of certain inmates to be housed at the City Facility; and

WHEREAS, this Agreement is entered into by and between the Parties pursuant to Chapter 39.34 and 70.48 RCW, which provide for interlocal agreements for sharing of correction/detention facilities between local governments; now, therefore,

IN CONSIDERATION OF THE MUTUAL COVENANTS, CONDITIONS, AND PROMISES CONTAINED HEREIN, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

SECTION 1. DEFINITIONS.

Terms defined in the recitals of this Agreement are incorporated herein as if fully set forth in this Agreement. The following definitions also apply to this Agreement.

Contract Agency Inmate means a person or persons subject to the Contract Agency's custody who is transferred to the City's custody to be housed in the Facility under this Agreement.

Daily Bed Rate means the daily rate that the Contract Agency is charged to occupy a general population bed, as set forth in Exhibit A.

Day means a twenty-four hour long unit of time commencing at 00:00:01 hours, and ending at 23:59:59 hours.

Daily Surcharge Rate means any of the following special charges as defined in Exhibit A: Daily Surcharge Rates; Medical-Acute; Mental Health-Acute; and Mental Health-General Population.

Detainer means a legal order authorizing or commanding another agency a right to take custody of a person.

Facility means the Yakima City Jail, owned by the City of Yakima and located at 200 South 3rd Street, Yakima, Washington, 98901.

Guaranteed Bed Rate means a reduced Daily Bed Rate – Guaranteed, as set forth in Exhibit A.

Inmate means a person or persons transferred to the City's custody to be housed at the Facility. The term "Inmates" includes Contract Agency Inmates.

Non-Guaranteed Bed Rate means a higher daily housing bed rate and subject to availability, as set forth in Exhibit A.

SECTION 2. TERM.

This Agreement shall commence at 12:00 a.m. PST on January 1, 2026 and terminate at 11:59 p.m. PST on December 31, 2028, unless sooner terminated by either Party in accordance with this Agreement. This Agreement may be renewed for successive one-year periods by written addendum under terms and conditions acceptable to the Parties.

In consideration of the City of Yakima's commitment to house Contracting Agency Inmates, the Contracting Agency shall pay the City of Yakima based on set bed agreement. The Contracting Agency may adjust the number of beds by providing the City of Yakima notice by September 15th of each year with an equivalent adjustment of the daily rate.

SECTION 3. INMATE HOUSING AND SERVICES.

Subject to the terms of this Agreement, the City hereby agrees to accept Contract Agency Inmates who have been arrested by the City of Selah or a law enforcement officer for a crime that was committed in Selah and prosecuted in the Selah Municipal Court or who have been convicted of, or pled guilty to, misdemeanor and/or gross misdemeanor crimes, and to provide housing, care, and custody of those Contract Agency Inmates pursuant to City and Facility policies and procedures. The City shall not accept any Contract Agency Inmates who need medical or mental health treatment which exceeds the abilities of the Facility. Additional related services and associated fees, if any, to be provided to Contract Agency Inmates and/or the Contract Agency are listed in Exhibit A.

To the greatest extent permitted by law, the City shall have the right to refuse to accept an individual in custody of the Contract Agency or to return any Contract Agency Inmate to the Contract Agency for any reason, including but not limited to if, in the sole discretion of the City, such individual presents a substantial risk of escape, of injury to self or other persons or property, of adversely affecting or significantly disrupting the operations of the Facility, and/or has a medical illness, condition (including mental health conditions) or injury that makes housing such individual not in the best interest of the City or other inmates as described in. Final acceptance of an individual based on illness, medical condition or injury is determined upon approval of corrections staff at the time of booking.

SECTION 4. COMPENSATION

In consideration of the City's commitment to provide housing and related services for Contract Agency Inmates, the Contract Agency agrees to pay the City based on a set bed agreement of two (2) beds daily. If the Contract Agency exceeds two (2) Inmate beds daily, the Contract Agency agrees to pay the City, per Inmate for each day or partial day for each Inmate in excess of two (2) beds daily, based on the fees and charges set forth in Exhibit A. Such fees and charges may include, but are not limited to, booking, daily bed rate, medical and specialty care, mental health, transportation, security, other charges and/or negotiated fees.

Pursuant to this Agreement if a Contract Agency Inmate is also held in custody at the same time by the City of Yakima and/or other contract agency, the daily incarceration rate, and all other fees, charges, medical treatment fees, etc. for the Inmate shall be fractionalized on an equal

basis between the respective jurisdictions. "At the same time" as used in this paragraph shall not be interpreted to include time spent while waiting to serve a consecutive sentence. For example: If an Inmate is held by the City of Yakima, Contract Agency, and a third agency's charges, the daily incarceration rate charges, and applicable medical treatment charges shall be allocated to each jurisdiction on a 33 1/3 % share of the total cost.

The City may, from time to time, revise the fees and charges for housing and related services under this Agreement during the term of the Agreement. The City shall give advance notice of any change to its fees and charges for such service in order to allow the Contract Agency sufficient time to adjust its annual budget. Unless otherwise agreed to by the Parties hereto, any new fees and charges under a new fee schedule shall become effective on January 1 of the following year.

The Contract Agency shall acknowledge receipt of the rates and charges schedule in writing and such acknowledgement shall be deemed to be an amendment to this Agreement and incorporated as if fully set forth herein without the necessity of a formal amendment or separate approval by the legislative authority of the Contract Agency or the City.

The date of booking and the date of release from the Yakima City Jail of a Contract Agency Inmate, no matter how little time of a twenty-four-hour day it constitutes, shall count as one day for billing purposes.

SECTION 5. TRANSPORTATION, BOOKING, CLASSIFICATION, DISCIPLINE, AND RELEASE PROCEDURES.

- A. Transportation. The Contract Agency is responsible for the transportation of Contract Agency Inmates to and from the Facility, including all costs associated therewith.
- B. Booking. Contract Agency Inmates shall be booked pursuant to City booking policies and procedures.
- C. Classification. Contract Agency Inmates shall be classified pursuant to City's classification policies and procedures, and within the sole discretion and reasonable judgment of the City. The Contract Agency shall provide sufficient information regarding each Contract Agency Inmate as needed to allow the City to make such classification including, but not limited to, all medical and mental health information regarding the Contract Agency Inmate. Contract Agency Inmates shall be assigned to housing pursuant to the City's policies and procedures, and within the sole discretion and reasonable judgment of the City as provided in.
- D. Inmate Discipline. City shall discipline Contract Agency Inmates according to City policies and procedures and in the same manner which other Inmates are disciplined; provided, however, nothing contained herein shall be construed to authorize the imposition of a type of discipline that would not be imposed on a comparable Inmate, up to and including the removal of earned early release credits.
- E. Release. Except for work programs or health care, and during emergencies, Contract Agency Inmates will not be removed and/or released from the Facility without written authorization from the Contract Agency or by the order of a court of competent jurisdiction. Other jurisdictions may "borrow" a Contract Agency Inmate according to policies and procedures of the City.

Contract Agency Inmates will not be transported upon release. Inmates being held on Selah Municipal Court charges shall be released in accordance with Yakima City Jail policies.

- F. Court Appearances. The Contract Agency shall be responsible for arranging and deliveries of Contract Agency inmates held by the City pursuant to this agreement for applicable court appearances and then taking the inmates to the appropriate detention facility if necessary.

SECTION 6: INMATE MEDICAL RECORDS, CLOTHING, BEDDING, PROPERTY AND WORK PROGRAMS.

- A. Inmate Medical Records. Should a Contract Agency Inmate receive medical care for injuries or illness at the time prior to booking at the Facility, the Contract Agency shall provide medical documentation pertaining to injury or illness to the City at the time of booking if the Contract Agency has access to such records. If the Contract Agency cannot provide such records, the City, in its sole discretion, may refuse to accept a Contract Agency Inmate.
- B. Inmate Property. The City agrees to provide each Contract Agency Inmate with necessary or appropriate clothing and essential hygiene items. The City shall accept, hold, and handle, and return any Contract Agency Inmate property in accordance with the City's policies and procedures and shall be responsible only for Contract Agency Inmate property actually delivered into the City's possession. In the event a Contract Agency Inmate is being transported from a Contract Agency designated detention or correction facility, it will be the responsibility of the Contract Agency to process the Contract Agency Inmate's property not delivered and accepted into the City's possession as provided in.
- C. Work Programs. The City may assign Contract Agency Inmates to work programs such as inside and outside work crews, kitchen and facility duties, and other appropriate duties pursuant to the City's policies and procedures and within the sole discretion and judgment of the City.
- D. Visitation. The City shall provide reasonable scheduled visitation for Contract Agency Inmates in the same format as other Inmates and subject to the City's policies and procedures regarding visitation. Confidential telephones or visitation rooms shall be available to a Contract Agency Inmate to communicate with his or her legal counsel.
- E. Inmate Accounts. The City shall establish and maintain a non-interest-bearing account for each Contract Agency Inmate. Upon returning custody of a Contract Agency Inmate to the Contract Agency, City shall transfer the balance of that Contract Agency Inmate's account that is not subject to charges, to the Contract Agency Inmate or to the Contract Agency in the form of cash, check, debit card, or other agreed upon method in the name of the Contract Agency Inmate.
- F. Bail. The City shall deliver bail to the appropriate court in and agreed upon manner.

SECTION 7. HEALTH CARE.

The City shall provide and furnish for inmates confined in its facility the minor medical care and treatment, which is provided within the facility. Medical costs that are beyond what the City provides shall be the responsibility of the Contracting Agency in addition to the charges listed in Exhibit A. This includes lab work, X-rays, dental, physician visits, equipment, pharmaceuticals, etc. Should a Contract Agency Inmate require medical, mental health, dental, and/or other medical services at an outside medical or health care facility, the City shall notify the Contract Agency's designee (either by written or electronic means) within a reasonable time period before the Contract Agency Inmate receives such medical, mental health, dental or any other medical services. Notwithstanding the foregoing, the Contract Agency acknowledges that such notice may not be reasonably possible prior to emergency care.

Lack of prior notice shall not excuse the Contract Agency from financial responsibility for such expenses and shall not be a basis for imposing financial responsibility for related medical expenses on the City. The City shall bear the expense of any medical care necessitated solely by improper conduct of the City, or its officers or agents.

If a Contract Agency Inmate is admitted to a hospital, the Contracting Agency will be responsible for hospital security unless other arrangements are made with the City. The City will make reasonable attempts to contact the Contract Agency of medical emergencies related to their inmates. The Contract Agency shall be responsible for contacting a judge or designee to request a medical furlough or to release the inmate.

SECTION 8. DETAINERS.

Warrants and Contract Agency Inmates in a "Detainee" status shall be handled according to City policies and procedures.

SECTION 9. ESCAPE; DEATH

If a Contract Agency Inmate escapes the City's custody, the City shall notify the Contract Agency as soon as reasonably possible. The City shall use all reasonable efforts to pursue and regain custody of escaped Contract Agency Inmates.

If a Contract Agency Inmate dies while in City custody, the City shall notify the Contract Agency as soon as reasonably possible. The Yakima County Medical Examiner shall assume custody of the Contract Agency Inmate's body. Unless another agency becomes responsible for the investigation, the City shall investigate and shall provide the Contract Agency with a report of its investigation. The Contract Agency may participate in the investigation. If another agency becomes responsible for the investigation, the City shall serve as a liaison or otherwise facilitate the Contract Agency's communication with and receipt of reports from the other agency.

The Contract Agency shall provide the City with written instructions regarding the disposition of the Contract Agency Inmate's body and personal items. The Contract Agency shall pay for all reasonable expenses for the preparation and shipment of the body and personal items.

SECTION 10. REPORTING AND INSPECTION.

The City agrees to use reasonable efforts to work with the Contract Agency to provide access to and/or reports from jail management systems that provide statistical information about Inmates. The Contract Agency shall have the right, upon reasonable advance notice, to inspect the Facility at reasonable times. During such inspections, the Contract Agency may interview Contract Agency Inmates and review Contract Agency Inmates' records. The Contract Agency

shall have no right to interview Inmates housed for other jurisdictions or to review their records unless Contract Agency is properly authorized to do so by the Inmate or the other jurisdiction.

SECTION 11. BILLING AND PAYMENT.

The City shall provide the Contract Agency with quarterly statements itemizing the name of each Contract Agency Inmate; the number of days of housing, including the date and time booked into the Facility and date and time released from the Facility; and itemization of any additional charges including a description of the service provided, date provided and reason for service. Billing will be quarterly and will only include Inmates that have completed the Contract Agency's sentence and/or have been released from custody. This is to ensure that billing is accurate in the event a sentence is ran concurrent with City charges. Payment shall be due to the City within 30 days from the date of the bill. The City may bill the Contract Agency electronically. Payments not received by the 30th day shall bear interest at the rate of 1% per month until payment is received. Any fees or charges for Inmates housed on charges from multiple agencies (including but not limited to outside medical care) will be divided equally among those agencies.

SECTION 12: BILLING DISPUTE RESOLUTION.

The Contract Agency must provide written notice of dispute to the City within 60 days of billing or other disputed charges. The City shall respond in writing to such disputes within 60 days of receipt of such disputes. The City and the Contract Agency shall attempt to resolve the dispute by negotiation. If such negotiation is unsuccessful, either Party may refer the dispute to the Yakima Police Chief for resolution. The decision of the Yakima Police Chief is the final internal administrative remedy the Contract Agency must exhaust before pursuing other contractual, legal, equitable, or alternative dispute resolution.

SECTION 13: INDEPENDENT CONTRACTOR.

In providing services under this Agreement, the City is an independent contractor and neither it nor its officers, agents, or employees are employees of the Contract Agency for any purpose, including responsibility for any federal or state tax, industrial insurance, or Social Security liability. Neither shall the provision of services under this Agreement give rise to any claim of career service or civil service rights, which may accrue to an employee of the Contract Agency under any applicable law, rule, or regulation. Nothing in this Agreement is intended to create an interest in or give a benefit to third persons not signing as a Party to this Agreement.

SECTION 14. HOLD HARMLESS, DEFENSE, AND INDEMNIFICATION.

The City, shall release, hold harmless, defend, and indemnify the Contract Agency, its elected and appointed officials, officers, employees, attorneys, volunteers, and agents from and against any and all liabilities, losses, suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorneys' fees) related to all claims, suits, arbitration actions, investigations, and regulatory or other governmental proceedings (also including but not limited to claims related to false arrest or detention, alleged mistreatment, alleged violation of civil rights, injury, or death of any Contract Agency Inmate, or loss or damage to Contract Agency inmate property while in City custody) that result from or arise out of the acts or omissions of the City, its elected and appointed officials, officers, employees, attorneys, volunteers, and agents in connection with or incidental to the performance or non-performance of the City's services, duties, and obligations under this Agreement.

The Contract Agency, shall release, hold harmless, defend, and indemnify the City, its elected and appointed officials, officers, employees, attorneys, volunteers, and agents from and against any and all liabilities, losses, suits, actions, claims, liability, damages, judgments, costs and

expenses (including reasonable attorneys' fees) related to all claims, suits, arbitration actions, investigations, and regulatory or other governmental proceedings (also including but not limited to claims related to false arrest or detention, alleged mistreatment, alleged violation of civil rights (unless the Contract Agency has affirmatively notified the City in writing that a probable cause determination has been made within 48 hours of the arrest of the person bringing the claim), injury, or death of any Contract Inmate, or loss or damage to Contract Agency Inmate property while in City custody) that result from or arise out of the acts or omissions of the Contract Agency, its elected and appointed officials, officers, employees, attorneys, volunteers, and agents in connection with or incidental to the performance or non-performance of the Contract Agency's services, duties, and obligations under this Agreement.

In the event that the acts or omissions of the elected or appointed officials, officers, agents, volunteers and/or employees of both the Contract Agency and the City in connection with or incidental to the performance or non-performance of the Contract Agency's and/or City's services, duties, and obligations under this Agreement are the subject of any liability claims by a third party, the Contract Agency and City shall each be liable for its proportionate concurrent negligence in any resulting suits, actions, claims, liability, damages, judgments, costs and expenses and for their own attorneys' fees.

Nothing contained in this section, or this Agreement, shall be construed to create a right in any third party to indemnification or defense.

The City and Contract Agency hereby waive, as to each other only, their immunity from suit under industrial insurance, Title 51 RCW. This waiver of immunity was mutually negotiated by the Parties hereto.

The provisions of this section shall survive any termination or expiration of this Agreement.

SECTION 15. INSURANCE.

The City and the Contract Agency shall provide each other with evidence of insurance coverage, in the form of a certificate or other competent evidence from an insurance provider, insurance pool, or of self-insurance sufficient to satisfy the obligations set forth in this Agreement.

The City and the Contract Agency shall each maintain throughout the term of this Agreement coverage in minimum liability limits of two million dollars (\$2,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate for its liability exposures, including comprehensive general liability, errors and omissions, and auto liability. The insurance policies shall provide coverage on an occurrence basis.

Each Party shall provide the other Party at least 30 days advance notice of any cancellation, suspension, or material change in coverage.

SECTION 16. TERMINATION.

Either Party may terminate this Agreement, with or without cause, by providing the other Party with 90 days written notice of termination as provided in RCW 70.48.090.

SECTION 17. RECORDS.

The Parties hereto shall maintain all records, reports, and documents created, held or maintained under this Agreement and the services to be provided hereunder in accordance with chapter 42.56 RCW (the Washington Public Records Act), chapter 40.14 RCW (Preservation

and Destruction of Public Records), and all other applicable federal, state and local laws and regulations.

SECTION 18. OPERATION OF CITY FACILITY; PRISON RAPE ELIMINATION ACT.

The City shall have a PREA Policy providing a safe environment for all inmates housed in the facility.

SECTION 19. HIPAA COMPLIANCE.

The Parties shall comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Health Information and Technology for Economic and Clinical Health Act (HITECH Act) as applicable, which relate to the Parties' responsibilities under this Agreement, as well as state laws and regulations including Chapter 70.02 RCW.

SECTION 20. EQUAL OPPORTUNITY.

Neither Party shall discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, veterans and military status, political affiliation or belief or the presence of any sensory, mental, or physical handicap in violation of any applicable federal law, Washington State Law Against Discrimination (chapter 49.60 RCW), or the Americans with Disabilities Act (42 USC 12110 et. seq.).

SECTION 21. MISCELLANEOUS.

- A. Real or Personal Property. It is not anticipated that any real or personal property will be acquired or purchased by the Parties solely because of this Agreement.
- B. Assignment. This Agreement, or any interest herein, or claim hereunder, shall not be assigned, or transferred in whole or in part by a Party to any other person or entity without the prior written consent of the other Party. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the assigning Party stated herein.
- C. Non-Waiver. The failure of either Party to insist upon strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.
- D. Severability. If this Agreement, or any portion of this Agreement, is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.
- E. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Washington. If any dispute arises between the Parties under any of the provisions of this Agreement, resolution of that dispute shall be available only through the jurisdiction, venue and rules of the Yakima County Superior Court, Yakima County, Washington.
- F. Attorneys' Fees. In any claim or lawsuit for damages arising from the Parties' performance of this Agreement, each party shall be responsible for payment of its own legal costs and attorneys' fees incurred in defending or bringing such claim or lawsuit;

however, nothing in this subsection shall limit each Parties' right to indemnification under this Agreement.

- G. Approval and Filing. Each Party shall approve this Agreement by resolution, ordinance, motion or otherwise pursuant to the laws of the governing body of each Party. The signatures of the authorized signatories below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed and/or posted pursuant to chapter 39.34 RCW.
- H. Amendment. Except as otherwise provided in Section 4 of this Agreement, no waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless evidenced in writing signed by duly authorized representatives of both Parties.
- I. No Joint Venture or Partnership. No joint venture, separate administrative or governmental entity, or partnership is formed as a result of this Agreement.
- J. Compliance with Applicable Laws and Standards. The City agrees to manage the Contract Agency Inmates and the Facility in accordance with applicable federal and state laws and regulations and to maintain staffing levels at the Facility in sufficient numbers and rank to maintain the safety of the public, staff, inmates, and to reasonably carry out the provisions of this Agreement.
- K. Continuation of Performance. In the event that any dispute or conflict arises between the Parties while this Agreement is in effect, the Parties hereto agree that, notwithstanding such dispute or conflict, they shall continue to make a good faith effort to cooperate and continue working toward successful completion of assigned duties and responsibilities. Provided that if the Contract Agency fails to pay for the services provided by the City, the City can cease providing such services until payment is made.
- L. Representatives; Notice. The representatives listed in this section shall be responsible for the administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the Party making the change shall notify the other Party. Any notice or other communication given hereunder shall be deemed sufficient, if in writing and delivered personally to the addressee, or sent by certified or registered mail, return receipt requested, addressed as provided, or to such other address as may be designated by the addressee by written notice to the other Party:

CITY:
Chief Shawn Boyle
200 S. 3rd Street
Yakima, WA 98901
509-575-6200

CONTRACT AGENCY:
Lieutenant Michael Gause
617 S 1st Street
Selah, WA 98942
509-698-7347

- M. Entire Agreement. This Agreement, together with any subsequent amendments, constitutes the entire Agreement between the Parties and supersedes all prior agreements for inmate housing between the Parties.

SECTION 22. EXECUTION.

The Agreement shall be executed by the Parties hereto by their duly authorized representative.

CITY OF YAKIMA

CONTRACT AGENCY

By: Victoria Baker, City Manager

By: Roger Bell, Selah Mayor

DATED: _____

DATED: _____

**EXHIBIT A
FEES AND CHARGES AND SERVICES**

Daily Housing Rates:

General Population – Guaranteed Beds	\$90.00 per day
General Population – Non-Guaranteed Beds	\$95.00 per day

Health Care Services:

In-Facility Care	
Outside Medical Services	Contract Agency Billed
Emergency Care	Contract Agency Billed
Pharmaceuticals	Medications billed to Contract Agency

The City of Selah agrees to:

The daily rate will increase 5% annually effective January 1, 2027, and January 1, 2028.



Selah City Council

Regular Meeting

AGENDA ITEM SUMMARY

Meeting Date: 12/9/2025

Agenda Number: 10D

Action Item

Title: Authorizing the Mayor to Sign a One-Page Addendum to the Existing Interlocal Agreement with the City of Sunnyside for Corrections/Detention Services, which Will Apply During 2026

From: Interim Police Chief, Michael Gause

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: The proposed one-page Addendum would establish a new daily housing rate of \$76.59 per bed, which would constitute an increase of \$7.60 per bed from the applicable-during-2025 rate of \$68.99 per bed. In addition, the City would remain directly responsible for all medical expenses incurred by its inmates while in custody.

Funding Source: 001 General Fund

Background/Findings/Facts: The City entered into an eleven-page Interlocal Agreement (labeled Interlocal Agreement Between the City of Sunnyside, Washington and City of Selah, Washington, for the Housing of Inmates) during 2018, following the City Council's approval of Resolution No. 2676 on May 22, 2018.

Successive one-year amendments (each labeled an "Addendum") to the Interlocal Agreement were subsequently entered into between the parties for the respective years of 2019, 2020, 2023, and 2024 (and potentially other years, also) to revise the monetary rates that apply during each year.

Sunnyside has proposed a new one-page Addendum, which would specify the monetary rates that will apply during 2026. A copy is submitted with the instant AIS. It has been reviewed by the City Attorney, and the terms are acceptable to City staff.

While the City plans to secure a new partnership with the City of Yakima for corrections/detention services during 2026, it is important to note that Yakima's facility does not house female inmates. Therefore, continuing the contractual relationship with Sunnyside is essential, so that the City can book and detain female misdemeanor offenders and meet its public safety obligations for its entire inmate population.

As stated above under "Fiscal Impact", the now-proposed one-page Addendum would effectuate a \$7.60 per bed increase beyond the applicable-during-2025 rate.

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:
	None

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE MAYOR TO SIGN A ONE-PAGE ADDENDUM TO
THE EXISTING INTERLOCAL AGREEMENT WITH THE CITY OF SUNNYSIDE FOR
CORRECTIONS/DETENTION SERVICES, WHICH WILL APPLY DURING 2026

WHEREAS, the City Council approved Resolution No. 2676 on May 22, 2018, authorizing the Mayor to sign an eleven-page Interlocal Agreement (labeled Interlocal Agreement Between the City of Sunnyside, Washington and City of Selah, Washington, for the Housing of Inmates) whereby the City would be able to obtain corrections/detention services from Sunnyside during 2018 and 2019; and

WHEREAS, successive one-year amendments (each labeled an “Addendum”) to the Interlocal Agreement were subsequently entered into between the parties for the respective years of 2019, 2020, 2023, and 2024 (and potentially other years, also) to revise the monetary rates that apply during each year; and

WHEREAS, Sunnyside has proposed a new one-page Addendum, which would specify the monetary rates that will apply during 2026; and

WHEREAS, the now-proposed one-page Addendum has been reviewed by the City Attorney, and its terms are acceptable to City Staff; and

WHEREAS, City staff recommends that the now-proposed one-page Addendum be approved and 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 one-page Addendum in the form appended hereto.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 9th day of December, 2025.

Roger Bell, Mayor

ATTEST:

Courtney McGarity, City Clerk

APPROVED AS TO FORM:

Rob Case, City Attorney



City of Sunnyside
818 East Edison Avenue
Sunnyside, Washington 98944
(509) 836-6305 Office

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SUNNYSIDE, WASHINGTON
AND THE CITY OF SELAH, WASHINGTON, FOR THE HOUSING OF INMATES**

ADDENDUM

THIS ADDENDUM TO OUR INTERLOCAL AGREEMENT (hereinafter referred to as "Addendum") is made and entered into by and between the City of Sunnyside, Washington and the City of Selah, Washington;

WHEREAS, the City of Sunnyside and The City of Selah already have an existing Agreement for the housing of inmates;

WHEREAS, the City of Sunnyside desires to further modify the existing Agreement as set forth in this Addendum;

NOW THEREFORE, in consideration of the mutual covenants, condition and promises contained herein, the parties hereto mutually agree as follows:

SECTION 6(a) COMPENSATION shall be repealed and replaced with:

(a) Rates. Sunnyside agrees to accept and house Selah inmates for compensation per inmate at the rate of \$76.59 per day. The date of booking into the Sunnyside Jail of any Selah inmate shall be charged a minimum of a full daily rate per inmate regardless of the time of booking within a 24 hour period. The date of release from the Sunnyside Jail and/or returned to Selah, regardless of the time frame within a 24 hour day shall not constitute a charge by the City of Sunnyside against the City of Selah.

This Addendum shall be effective from January 1, 2026 or once fully endorsed by both parties, whichever is later.

The remainder of the original Agreement remains unchanged.

CITY OF SUNNYSIDE

CITY OF SELAH

City Manager

City Manager

DATE: 11/10/2025

DATE: _____

ATTEST:

ATTEST:

Sharon Stewart
City Clerk

City Clerk

CITY CONTRACT NO: A-2026-15
RESOLUTION NO: 2024-83
COUNCIL MTG: 11/12/2024



Selah City Council

Regular Meeting

AGENDA ITEM SUMMARY

Meeting Date: 12/9/2025

Agenda Number: 10E

Action Item

Title: Resolution Authorizing the Mayor to Sign an Interlocal Agreement with Kittitas County for Corrections/Detention Services through 2027

From: Interim Police Chief, Michael Gause

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: For the housing of inmates in 2026 and 2027, the City would pay Kittitas County a rate of \$110.00 per bed, per day. For inmates requiring additional or “specialized conditions”, the rate would be \$220.00 per bed, per day.

Funding Source: 001 General Fund

Background/Findings/Facts: The City’s current Interlocal Agreement (ILA) with Kittitas County for corrections/detention services is set to expire at the end of 2025. To maintain this vital service without interruption, City staff recommends that a new ILA be entered into. A proposed 13-page his ILA (labeled Interlocal Agreement between the City of Selah, Washington and Kittitas County, Washington, for the Housing of Inmates) has been drafted. A copy is submitted with this instant AIS. The City Attorney has reviewed it and its terms are acceptable to City staff.

While the City plans to secure a new partnership with the Yakima City Jail for 2026, it is important to note that its facility does not house female inmates. Therefore, a continued relationship with Kittitas County remains essential for the booking and detention of all female misdemeanor offenders so as to ensure that the City can meet its public safety obligations for its entire population.

A proposed Resolution is submitted with the instant AIS that, if approved, will authorize the Mayor to sign the new 13-page ILA.

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:
	None

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT
WITH KITTITAS COUNTY FOR CORRECTIONS/DETENTION SERVICES THROUGH
2027

WHEREAS, the City desires to enter into an Interlocal Agreement (ILA) with Kittitas County, whereby the City will have the option of using the Kittitas County Jail facilities for corrections/detention services during 2026 and 2027; and

WHEREAS, a proposed 13-page ILA (labeled Interlocal Agreement between the City of Selah, Washington and Kittitas County, Washington, for the Housing of Inmates) has been prepared, the City Attorney has reviewed it, and its terms are acceptable to City Staff; and

WHEREAS, City staff has recommended that the proposed ILA be approved and 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 13-page ILA in the form appended hereto.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 9th day of December, 2025.

Roger Bell, Mayor

ATTEST:

Courtney McGarity, City Clerk

APPROVED AS TO FORM:

Rob Case, City Attorney

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF SELAH, WASHINGTON
AND KITTITAS COUNTY, WASHINGTON,
FOR THE HOUSING OF INMATES**

THIS INTERLOCAL AGREEMENT is made and entered into on this __ day of _____, 202__ by and between Kittitas County, Washington, a Washington municipal corporation, hereinafter referred to as “Kittitas County”, “The County” or “KCJ” on behalf of Kittitas County Jail, and The City of Selah, also a Washington Municipal Corporation, hereinafter referred to as the City of Selah on behalf of the Selah Police Department each party having been duly organized and now existing under the laws of the State of Washington. Both entities may be referred to in this Agreement collectively as “Parties” or individually as “Party”.

WITNESSETH:

WHEREAS, Kittitas County owns and the Kittitas County Sheriff operates the Kittitas County Jail (KCJ), located in Ellensburg, Washington; and

WHEREAS, The City of Selah employs law enforcement officers who arrest persons for misdemeanors, gross misdemeanors, or felonies, which may result in jailing of the person arrested; and

WHEREAS, The City of Selah seeks to contract for jail facilities and services from KCJ for confinement of The City of Selah prisoners; and

WHEREAS, KCJ has expressed a willingness to provide jail facilities and services to The City of Selah; and

WHEREAS, the Interlocal Cooperation Act (Chapter 39.34 RCW) and the “City and County Jails Act” (Chapter 70.48 RCW), authorizes contracts for jail services made between two counties; and

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into this Interlocal Agreement (ILA) for the Housing of Inmates by action taken at a regular meeting; and

NOW, THEREFORE, in consideration of the above and foregoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

I. Governing Law

The parties hereto agree that, except where expressly otherwise provided, the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to an inmate(s) confined pursuant to this Agreement.

II. Term

This agreement shall be effective from January 1, 2026, and shall extend until midnight, December 31, 2027, subject to earlier termination as provided herein.

III. Notice

All notices, reports, and correspondence to the respective parties of this Agreement shall be sent to the following:

To Selah PD: Selah Police Department
617 S 1st St
Selah, WA 98942

Primary Contact: Michael Gause
Phone: 509-698-7353
Chris Knox - Court Security

Secondary Contact: Phone: 509-853-6408

To the County of Kittitas: Kittitas County Jail
205 W 5th Ave, Ste 1
Ellensburg WA 98926

Primary Contact: Superintendent Steve Panattoni
Secondary Contact Lt. Edward Buntin
Phone: 509-962-7527

IV. Definitions

The Parties hereby agree that the following terms shall have the specified meanings unless indicated otherwise herein:

- A. Day. A twenty-four hour-long unit of time commencing at 00:00:01 a.m., and ending at 23:59:59 p.m.
- B. Inmate Classifications. Shall be pursuant to the Kittitas County Jail Objective Jail Inmate Classification which is modeled after the National Institute of Jail Classification.

- i) “Minimum” classification shall apply to those inmates who present a low risk to staff and the community.
 - ii) “Medium” classification shall apply to those inmates who present a moderate risk to staff and the community.
 - iii) “Maximum” classification shall apply to those inmates who present a substantial risk to staff and the community.
- C. The City of Selah Prisoner (or may also be referred to as offender in this Agreement) means a person arrested by a Law Enforcement Officer of The City of Selah or another law enforcement agency, either on behalf of The City of Selah or on behalf of other municipalities booked into the Kittitas County Jail (KCJ) at any time and for any reason, including after sentencing. It is anticipated that prisoners confined at KCJ will be those sentenced to terms of incarceration in jail for periods of three hundred sixty-five days (365) or less, but may also be, as deemed appropriate, be prisoners not yet convicted under the same terms and conditions as those serving sentences. Transportation of all prisoners confined at KCJ pursuant to this ILA shall be the responsibility of The City of Selah, including all costs.
- D. Access of legal counsel to such prisoners shall be pursuant to the policies and schedule of KCJ, and no cost of such counsel shall be the responsibility of the KCJ. Kittitas County is in the process of implementing video conferencing for court proceedings and attorney access, and upon implementation thereof, The City of Selah will be allowed to make use of this technology and process at its own expense.
- E. Any bond to be posted for The City of Selah Prisoners shall be posted in accordance with the orders of the court setting the pre-trial conditions, and all such prisoners shall be transported to The City of Selah by and at the expense of The City of Selah, except that KCJ and The City of Selah may come to agreement for alternative transport options, paid for by The City of Selah including but not limited to the purchase of a bus ticket from Ellensburg to Selah, the cost of which would be reimbursed to KCJ.

V. Criteria for Determining Prisoner Status

For the purposes of this agreement:

- A. The City of Selah Prisoners being booked into the Kittitas County Jail shall remain the responsibility of The City of Selah Transport Officers and shall not be deemed an inmate of that facility until The City of Selah Prisoner is accepted by KCJ staff at the time of booking. Only Transport Staff authorized by The City of Selah may present a prisoner for confinement in KCJ pursuant to this ILA unless previously arranged and approved in writing by the Jail Superintendent or his/her designee or superior. Any

prisoner transported by The City of Selah to the KCJ with documentation showing that the prisoner is being held pursuant to an order entered by any court in a City of Selah case will be presumed to be acceptable for confinement except as otherwise provided herein.

- B. If a City of Selah Offender behaves in such a manner that disciplinary action is needed to correct the behavior, the City of Selah offender will be subjected to the same disciplinary process utilized by the County for the KCJ offenders. If a sanction applied results in loss of good time, KCJ will notify The City of Selah contact. If the offender behavior is to the level that KCJ determines they are no longer appropriate for KCJ, notice will be made to The City of Selah and the offender removed from KCJ via either the regularly scheduled transport or as soon as can be reasonably arranged by The City of Selah through special transport.

VI. Jail and Medical Services

- A. Inmates deemed City of Selah Prisoners for medical purposes shall mean any person incarcerated pursuant to this ILA. These prisoners shall receive such medical, psychiatric, and dental treatment when emergent and necessary to safeguard their health while housed in the Kittitas County Jail in the same manner and to the same extent as any other prisoner. KCJ will provide or arrange for provision of such medical, psychiatric, and dental services. Except for routine minor medical services provided by the County within the Kittitas County Jail, The City of Selah shall ultimately be responsible and pay directly or reimburse the KCJ for any and all costs associated with the delivery of any emergency or necessary medical service provided to The City of Selah Prisoners. The City of Selah shall be responsible for any and all emergent or necessary medical, dental, and psychiatric treatment provided outside of the Kittitas County Jail and shall be billed thereafter.
- B. If the County becomes aware that a City of Selah Prisoner is in need of medical health care requiring the assistance of a medical health care services provider outside of the Kittitas County Jail, then the County shall make reasonable effort to notify The City of Selah prior to obtaining said service. In the case of emergency, the County may notify The City of Selah after the service has been provided. Due to the realities of transporting prisoners between The City of Selah and the KCJ, it is anticipated that other than routine medical appointments scheduled in advance, KCJ shall perform such transport and other obligations needed to address the health needs of the City of Selah Prisoners in the same manner as any other inmate of KCJ. The City of Selah shall be responsible for the cost of all transport and other arrangements. To the extent possible, the parties agree that The City of Selah will not seek to place its prisoners in KCJ if significant medical care is reasonably anticipated.
- C. An adequate record of all such services shall be kept by the County for The City of Selah's review at its request, to the extent consistent with confidentiality regulations. Any medical or dental services of major consequence shall be reported to The City of

Selah as soon as time permits. If the offender is transferred back to The City of Selah, a discharge summary containing information concerning health care provided at KCJ shall accompany the offender via the Transport team.

- D. Should medical, psychiatric, or dental services require hospitalization, The City of Selah agrees to compensate KCJ dollar for dollar any amount expended or cost incurred in providing the same.
- E. Upon payment to KCJ by The City of Selah for a Selah Prisoner's health care expense, the County will assign to The City of Selah, if requested by The City of Selah, any and all right to reimbursement for medical expenses authorized under RCW 70.48.130.
- F. The City of Selah agrees to pay directly or reimburse the County for any and all medical expenses, as defined in Section VI.A, incurred for The City of Selah Prisoners which are not performed by medical staff on contract with the County within the Kittitas County Jail, or paid by the Department of Social and Health Services, including medical, psychiatric, and dental bills as well as prescription medication expenses.

VII. Transportation

Kittitas County shall be responsible for the transportation of all prisoners from KCJ to local medical services and back. The City of Selah shall pay the actual costs for Kittitas County personnel required to appropriately and safely transport and maintain custody of prisoners during medical treatment, including overtime as needed to maintain staffing for operations. Kittitas County will contact The City of Selah with regard to any pre-planned major medical treatment to allow The City of Selah to consider the option of using its own personnel for transport and security, including provision of female personnel for medical matters specific to women.

The City of Selah shall be responsible for transporting all inmates to and from custody between The City of Selah and KCJ. KCJ shall provide The City of Selah adequate and sufficient notice of a City of Selah offender release date from KCJ so that The City of Selah can arrange transport on the scheduled transport back to The City of Selah, to prevent an inmate from being held beyond their release date. All inmates shall be picked up and transported to The City of Selah not less than 24 hours from discharge, with the exceptions noted under Section IV (E) for offenders released once bond had been posted. The City of Selah shall provide all documentation related to the booking of inmates, including court orders and the date and time at which custody commenced and is to end.

VIII. Compensation

- A. Kittitas County agrees to accept and house The City of Selah for compensation per prisoner at the rate of \$110.00 per day for the years 2026, and 2027 (also see Section VI herein) except as provided below. This rate includes minimum, medium and maximum classification inmates. The parties agree that the County will not charge The City of Selah a separate booking fee in addition to such rate.
- B. The rate of compensation for any inmate requiring additional or specialized conditions of incarceration to the extent that they must be placed alone in a single cell designed for double occupancy shall be \$220.00 per day for the years 2026 and 2027. KCJ will promptly notify The City of Selah if an offender is placed alone in such a cell unless that housing is incidental to moving the offender or for short term disciplinary separation.
- C. The date of booking into, and the date of release from, the Kittitas County Jail of the City of Selah prisoner, no matter how little time of a twenty-four hour day it constitutes, shall count as one day for billing purposes and shall be billed to The City of Selah as a day of custody in Kittitas County.

IX. Billing and Billing Dispute Resolution Procedures

- A. The County shall transmit billings to the designated contact for The City of Selah on the following dates: April 15th, July 15th, October 15th, and January 15th. Within forty-five (45) days after receipt, The City of Selah shall pay the full amount billed or withhold any portion thereof related to disputed medical costs and provide the County written notice specifying the amount withheld and the grounds for withholding such amount, together with payment of the remainder of the amount billed.
- B. The designated person for billing is:
Melissa Maki, Community Services/Billing
Selah Police Department
617 S 1st St
Selah, WA 98942
Phone: 509-698-7361
Melissa.Maki@Selahwa.gov
- C. Interest on unpaid balances not paid within 45 days of billing shall be computed at 1% of the unpaid balance per month, provided that an exception may be made by KCJ in the event of an unforeseen event beyond the control of the parties. In this event, The City of Selah will notify KCJ as soon as possible of the situation.
- D. Withholding of any amount billed shall constitute a dispute to be resolved as follows:
 - i) The Sheriff and Prosecuting Attorney of Kittitas County and the Chief of

Police and Prosecuting Attorney for The City of Selah or their designees shall attempt to resolve the dispute by negotiation. Negotiation meetings may be conducted once per quarter, meeting in the months of January, April, July, and October if requested. If negotiations are unsuccessful, the dispute shall be referred to the Chairs of the Kittitas and The City of Selah legislative bodies for settlement. If not resolved by them within thirty (30) days of referral, the Chairs of the respective Boards of County Commissioners may, by mutual written consent, apply to the Kittitas County Superior Court for appointment of an arbitrator whose decision shall be final and binding on both parties. Each party shall pay their own costs, expenses and fees for arbitration or litigation. If mutual written consent to apply for the appointment of an arbitrator is not reached, either party may seek court action to decide the disputed contract provision.

- ii) Any amount withheld from a billing, plus interest thereon as set forth in Sec IX (B) determined owed to Kittitas County pursuant to the billing dispute resolution procedure described above shall be paid by The City of Selah within thirty (30) days of the negotiated resolution, arbitrator's decision, or court finding.

- E. Each party may examine the other's books and records to verify charges. If an examination reveals an improper charge, the amount shall be applied to the next quarter and subsequent quarter's payments until the credit has been exhausted. Any unused credit which exists at the termination of this agreement, shall be refunded within thirty (30) days of the date of termination.
- F. Billing Statements. The County shall provide a billing statement each quarter in accordance with section IX (A).
- G. Unpaid balances over 60 days in arrears may result in cancellation of access to KCJ for booking of The City of Selah Prisoners.
- H. Upon cancellation or expiration of this agreement, all City of Selah Prisoners shall be taken into The City of Selah's custody on or before the effective date.

X. Termination

- A. Termination for Material Breach. In the event either party believes the other party has materially breached any obligations under this agreement, such party shall so notify the breaching party in writing, stating the basis upon which breach is claimed and the specific provisions of this agreement claimed to have been violated. The breaching party shall have thirty (30) days from the receipt of such notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been affected. If the breach is not cured within the thirty (30) days, the non-breaching party shall have

- the right to terminate this agreement by providing ninety (90) days prior written notice to the other party and to Washington State Office of Financial Management, as provided in RCW 70.48.090. The ninety-day notice shall state the grounds for termination and the specific plan for accommodating the affected jail population.
- B. Termination by Mutual Agreement. This Agreement may be terminated by written notice from either party to the other party and to Washington State Office of Financial Management, as provided in RCW 70.48.090, stating the grounds for said termination and specifying plans for accommodating the affected inmates. The notice must be delivered by regular mail to the contact persons identified in Section IV herein. Termination shall become effective ninety (90) working days after receipt of such notice.
- C. Removal of Inmates Following Notice of Termination. Within the ninety (90) day notice period set forth in subsection A or B above, or within such other period of time as may be agreed upon in writing by the parties, The City of Selah agrees to remove its inmate(s) from Kittitas County Jail. In the event of termination of this agreement, The City of Selah shall compensate the County for prisoners housed by KCJ after notice of such termination until The City of Selah retakes its inmates in the same manner and at the same rates as if this agreement had not been terminated.

XI. Responsibility for Offender's Custody

It shall be the responsibility of the County to confine the inmate or inmates; to provide treatment, including the furnishing of subsistence and all necessary medical and hospital services and supplies; to provide for the prisoners' physical needs; to make available to them programs and/or treatment consistent with the individual needs; to retain them in said custody; to supervise them; to maintain proper discipline and control; to make certain that they receive no special privileges and that the sentence and orders of the committing court in the State are faithfully executed; provided that nothing herein contained shall be construed to require the County, or any of its agents, to provide service, treatment, facilities or programs for any inmates confined pursuant to this Agreement, which it does not provide for similar inmates not confined pursuant to this Agreement. Nothing herein shall be construed as to require the County to provide services, treatment, facilities, or programs to The City of Selah Prisoners above, beyond or in addition to that which is required by applicable law.

XII. Right of Refusal

The County shall have the right to refuse to accept any prisoner from The City of Selah who, in the judgment of the County, has a current health condition which may adversely affect the safety of the individual or the safe operations of the Kittitas County Jail or will cause the reasonable operational capacity limits of KCJ to be reached or exceeded.

KCJ does not have the capability to house and care for inmates with serious medical or mental health diagnoses. Such inmates are not eligible to be incarcerated in KCJ. To ensure that such inmates are not presented to KCJ, all relevant records or other information of whatever nature in the possession of or known to The City of Selah shall be provided to KCJ in advance. That information may be exchanged via phone call. KCJ shall secure such records in a manner consistent with applicable State and Federal law and destroy them promptly upon the decision to not accept such an inmate. If such an inmate is inadvertently transferred or accepted, the Parties agree that the inmate shall be retrieved from KCJ as rapidly possible after discovery of their ineligibility for incarceration in the KCJ.

XIII. Indemnification

- A. Kittitas County shall defend, indemnify, and hold harmless The City of Selah, its agents, employees, and officers from any and all liability arising out of the performance of this agreement, whether by act or omission of Kittitas County, its agents, employees or officers. Such liability shall include but not be limited to intentional acts, negligence, and violations of prisoner's constitutional rights.
- B. The City of Selah shall defend, indemnify and hold harmless Kittitas County, its agents, employees and officers from any and all liability arising out of the performance of this agreement, whether by act or omission of The City of Selah, its agents, employees, or officers. Such liability shall include, but is not limited to, false arrest and false imprisonment.
- C. The Parties' obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or negligence of the other Party, its agents, officers, employees or sub-consultants.
- D. The Parties' obligations to indemnify, defend and hold harmless for injuries, sickness, death, or damage caused by or resulting from the concurrent negligence or willful misconduct of the Parties or of the Parties and a third party other than an officer, agent or employee of the Parties, shall apply only to the extent of the negligence or willful misconduct of each Party.
- E. The parties agree to cooperate in defense of any and all claims made, of whatever nature, to the extent possible.

XIV. Entire Contract

This agreement represents the entire understanding of the parties and supersedes any oral representations that are inconsistent with or modify its terms and conditions.

XV. Modification

This agreement may be modified and amended only in writing and signed by the parties hereto.

XVI. Independent Contractor

In providing services under this Interlocal Agreement, Kittitas County is an independent contractor and neither it nor its officers, agents or employees are employees of The City of Selah for any purpose, including but not limited to, responsibility for any federal or state tax, industrial insurance, or Social Security liability. Neither shall the provision of services under this Interlocal Agreement give rise to any claim of career service or civil service rights, which may accrue to an employee of The City of Selah under any applicable law, rule, or regulation.

XVII. General Provisions:

- A. Purpose. The purpose of this Interlocal Agreement is to permit the joint use of the Kittitas County Jail for confinement of prisoners of the parties to the Interlocal Agreement, thereby promoting maximum use and efficiency of the Kittitas County Jail.
- B. Administrator. Pursuant to RCW 39.34.030(4)(a), the administrator for this agreement shall be the Superintendent of the Kittitas County Jail.
- C. Property. Unless otherwise specifically agreed by the parties in writing, all property, personal and real, utilized by the parties hereto in the execution of this Agreement shall remain the property of that party initially owning it.
- D. Venue. Venue for any lawsuit shall be determined pursuant to RCW 36.01.050.
- E. Filing. This Agreement shall be filed with the Kittitas County Auditor's Office or, alternatively, listed by subject on each or either party's web site or other electronically retrievable public source pursuant to RCW 39.34.040.
- F. Severability. In the event any provisions of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provisions shall be enforced and valid to the extent permitted by law. All provisions of this Agreement are severable, and the unenforceability or invalidity of a single provision herein shall not affect the remaining provisions.

- G. Waiver of Breach. The waiver by either party of the breach of any provision of this Agreement by the other party must be in writing and shall not operate nor be construed as a waiver of any subsequent breach by such other party.
- H. Savings Clause. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions of this Agreement and any statute, law, public regulation or ordinance, the latter shall prevail, but in such event, the provisions of this Agreement affected shall be curtailed and limited only the extent necessary to bring it within legal requirements.
- I. Interpretation. This Agreement has been submitted to the scrutiny of all parties and their counsel, if desired, and it shall be given a fair and reasonable interpretation in accordance with its words, without consideration or weight given to its being drafted by any party or its counsel. All words used in the singular shall include the plural; the present tense shall include the future tense; and the masculine gender shall include the feminine and neuter gender.
- J. Access to Records. The parties hereby agree that authorized representatives of the parties shall have access to any books, documents, paper and record of the other party which are pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. All such records and all other records pertinent to this Agreement and work undertaken pursuant to this Agreement shall be retained by the parties for a period of six years after the final expiration date of this Agreement or any amendments hereto, unless a longer period is required to resolve audit, findings, or litigation. In such cases, the parties may expressly agree by an amendment or separate agreement for such longer period for record retention.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the above and foregoing Interlocal Agreement has been executed in duplicate by the parties hereto and made effective on the day and year first above written:

Selah Police Department:

Recommended for Approval:

Michael Gause Date

Approved as to form:

City Attorney Date

Approved:
Accepted for The City of Selah:

**THE CITY OF SELAH
CITY COUNCIL**

Councilmember

Councilmember

Councilmember

Councilmember

Councilmember

Councilmember

Councilmember

Mayor

**COUNTY OF KITTITAS
BOARD OF COUNTY COMMISSIONERS**

Laura Osiadacz, Chairman

Cory Wright, Vice-Chairman

Brett Wachsmith, Commissioner

**COUNTY OF KITTITAS
SHERIFF'S OFFICE**

Clayton Myers, Sheriff

ATTEST:

APPROVED AS TO FORM:

Deputy Prosecuting Attorney

- ☐ Clerk of the Board- Julie Kjorsvik
- ☐ Deputy Clerk of the Board- Mandy Buchholz



Selah City Council

Regular Meeting

AGENDA ITEM SUMMARY

Meeting Date: 12/9/2025

Agenda Number: 10F

Action Item

Title: Resolution Ratifying Signatures by the Mayor on the Local Agency Agreement and the Project Prospectus for the City's Home Avenue Sidewalk Gaps Improvement Project

From: Rocky D. Wallace, Public Works Director

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: \$99,490.00 (PE phase)

Funding Source: 111 Street Improvement (following receipt of grant funds)

Background/Findings/Facts: The Washington State Department of Transportation (WSDOT) awarded the City \$99,490.00 for the Project Engineering (PE) phase of the City's Home Avenue Sidewalk Gaps Improvement Project (Project) through WSDOT's Safe Routes to School (SRTS) funding program. With this funding, the City desires to construct certain sidewalk improvements on the north side of East Home Avenue. To facilitate the City receiving these funds, WSDOT prepared a Local Agency Agreement and also a Project Prospectus, copies of which are submitted along with the instant AIS. The terms of these funding authorization documents are acceptable to City staff.

The Mayor has already signed the documents. The attached proposed Resolution will – if approved – ratify those signatures and otherwise approve the terms of those documents.

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

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

Date:	Action Taken:
5/28/2024	Resolution No. 3126; Resolution Authorizing the Signing and Submission of a Washington State Department of Transportation (WSDOT) Safe Routes to School Funding Application, Seeking Grand Funds for a Sidewalk Gap Project on the North Side of East Home Avenue
10/28/25	Resolution No. 3249; Resolution Authorizing the Mayor to Sign "Task Order No. 2025-04" with HLA Engineering and Land Surveying, Inc., for

	Professional Services Related to the City's Home Avenue Sidewalk Gaps Improvement Project
--	---

RESOLUTION NO. _____

RESOLUTION RATIFYING SIGNATURES BY THE MAYOR ON THE LOCAL
AGENCY AGREEMENT AND THE PROJECT PROSPECTUS FOR THE CITY'S
HOME AVENUE SIDEWALK GAPS IMPROVEMENT PROJECT

WHEREAS, the Washington State Department of Transportation (WSDOT) awarded the City \$99,490.00 for the Project Engineering (PE) phase of the City's Home Avenue Sidewalk Gaps Improvement Project (Project) through WSDOT's Safe Routes to School (SRTS) funding program; and

WHEREAS, to facilitate the City receiving these funds, WSDOT prepared a Local Agency Agreement and also a Project Prospectus, which documents have already been signed by the Mayor; and

WHEREAS, the terms of such funding authorization documents are acceptable to City staff and City staff recommends that these documents be approved, that the signatures thereon that have already been created by the Mayor be retroactively authored (*i.e.*, ratified), that any other necessary signatures or actions be taken in order for this funding to be authorized, and that work on this Project commence forthwith; 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 proposed funding authorization documents be and are approved, that the signatures thereon by the Mayor be and are ratified, that any other necessary signatures or actions can and be taken for this funding authorization to occur, and that work on this Project commence forthwith.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 9th day of December, 2025.

ATTEST:

Roger Bell, Mayor

Courtney McGarity, City Clerk

APPROVED AS TO FORM:

Rob Case, City Attorney



State Funds Project Prospectus

Project Number		Date	9/30/2025
Local Agency Project Number	WA-14282	Statewide Vendor Number	SW0007717

Agency City of Selah					
Project Title Home Avenue Sidewalk Gaps Improvement		Start Latitude N 46.6579 End Latitude N 46.6579		Start Longitude W -120.5303 End Longitude W -120.5261	
Project Termini From N 1st Street		Nearest City Name Selah			Project Zip Code (+4) 98942-1123
Project Termini To Wenas Road		City Number 1155	County Number 39	County Name Yakima County	
Begin Mile Post N/A	End Mile Post N/A	Length of Project .20 Miles	WSDOT Region South Central Region	Legislative District(s) 15	Congressional District(s) 4

Phase	Total Estimated Cost	Local Agency Funding	State Funds	Phase Start Date	
	(Nearest Hundred Dollar)	(Nearest Hundred Dollar)	(Nearest Hundred Dollar)	Month	Year
P.E.	\$ 99,500		\$ 99,500	November	2025
R/W					
Const.	\$ 627,500		\$ 627,500	June	2026
Total	\$ 727,000	\$ 0	\$ 727,000		

Description of Existing Facility (Existing Design and Present Condition)	
Roadway Width 22 Feet	Number of Lanes 2
Local access asphalt roadway; 2 lanes (no striping); no sidewalk/curb/gutter on either side; gravel shoulders;	

Description of Proposed Work
Description of Proposed Work (Attach additional sheet(s) if necessary)
Install new sidewalk, curb & gutter, driveway approaches, and road repairs.

Local Agency Contact Person Rocky Wallace		Title Public Works Director		Phone (509)-698-7365	
Mailing Address 222 S Rushmore Road		City Selah		State WA	Zip Code 98942
State Funds Project Prospectus Approval	By <u>Roger E. BOLD</u> Approving Authority				
	Title <u>Mayor</u>				Date <u>10/29/25</u>

Agency City of Selah	Project Title Home Avenue Sidewalk Gaps Improvement	Date 9/30/2025
-------------------------	--	-------------------

Type of Proposed Work

Project Type (Check all that Apply)			Roadway Width 20 Feet	Number of Lanes 2
☒ New Construction	☐ Path / Trail	☐ 3-R		
☐ Reconstruction	☐ Pedestrian / Bicycle	☐ 2-R		
☐ Railroad	☐ Parking	☐ Other		
☐ Bridge				

Performance of Work

Preliminary Engineering Will Be Performed By Consultant	Others 100 %	Agency 0 %
Construction Will Be Performed By Contractor	Contract 100 %	Agency 0 %

Right of Way

☒ No Right of Way Needed	☐ Right of Way Needed
* All construction required by the contract can be accomplished within the existing right of way.	

Utilities

☐ No utility work required
☐ All utility work will be completed prior to the start of the construction contract
☒ All utility work will be completed in coordination with the construction contract

Railroad

☒ No railroad work required
☐ All railroad work will be completed prior to the start of the construction contract
☐ All the railroad work will be completed in coordination with the construction contract

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

Utilities: Installation of storm water control devices. Adjust meter boxes as necessary to final sidewalk grade.
 Railroad: There are no railroads in the project area.

Remarks

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Date 10/29/25 Agency By *Roger S. Ball*
 Mayor/Chairperson

I General

The AGENCY agrees to perform the above described work in accordance with the Project Application attached hereto as "Exhibit A" and made a part of this AGREEMENT.

Plans, specifications, and cost estimates shall be prepared by the AGENCY in accordance with the current State of Washington Standard Specifications for Road, Bridge, and Municipal Construction and adopted design standards, unless otherwise noted. The AGENCY will incorporate the plans and specifications into the AGENCY's project and thereafter advertise the resulting project for bid and, assuming bids are received and a contract is awarded, administer the contract, or if the project is of a size which the AGENCY is authorized to perform with its own forces under the laws of the State of Washington, the AGENCY may proceed with its own forces.

All work performed under this AGREEMENT shall comply with the applicable provisions of state law.

II Payment

The STATE, in consideration of the faithful performance of the work to be performed by the AGENCY, agrees to reimburse the AGENCY for the percentage of the actual direct and related indirect cost of the work shown above, up to the "MAXIMUM AMOUNT AUTHORIZED". The agency will comply with Governmental Accounting Auditing and Financial Reporting Standards and applicable state law and local regulations, policies and procedures. No payment will be made for work done prior to execution of this AGREEMENT.

Partial payments shall be made by the STATE, upon request of the AGENCY, to cover costs incurred. These payments are not to be more frequent than one (1) per month. It is agreed that any such partial payment will not constitute agreement as to the appropriateness of any item and that, at the time of the final audit, all required adjustments will be made and reflected in a final payment. The AGENCY agrees to submit a final bill to the STATE within forty-five (45) days after the AGENCY has completed work.

The AGENCY agrees that all costs in excess of the amount authorized and the AGENCY's matching funds shall be the responsibility of the AGENCY.

III Audit

The AGENCY agrees that an audit may be conducted by the STATE. During the progress of the work and for a period not less than three (3) years from the date of final payment to the AGENCY, the records and accounts pertaining to the work and accounting thereof are to be kept available for inspection and audit by the STATE and copies of all records, accounts, documents, or other data pertaining to the project will be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the three-year retention period.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year last written below.

AGENCY

By: Roger E. Bell

Title: Mayor

Agency Date: 10/29/25

IV Legal Relations

No liability shall attach to the AGENCY or the STATE by reason of entering into this AGREEMENT except as expressly provided herein.

V Nondiscrimination

The AGENCY agrees to comply with all applicable state and federal laws, rules, and regulations pertaining to nondiscrimination and agrees to require the same of all subcontractors providing services or performing any work using funds provided under this AGREEMENT.

VI Venue

For the convenience of the parties to this AGREEMENT, it is agreed that any claims and/or causes of action which the AGENCY has against the STATE, growing out of this AGREEMENT or the project or program with which it is concerned, shall be brought only in the Superior Court for Thurston County.

VII Termination

The Secretary of the Department of Transportation may terminate this AGREEMENT if the funding becomes unavailable or if the Secretary determines that it is in the best interest of the STATE.

VIII Final Report and Final Inspection

Within ninety (90) days following the completion of the project and submission of the final billing for the project, a final report and/or final inspection shall be submitted to the Director, Highways & Local Programs containing the following information:

Non-Capital Projects

1. A description of the project or program.
2. A summary of actual costs of the project or program.
3. An evaluation of the project or program. This should address aspects such as transportation and/or other benefits to the public.

Capital Projects

1. A final inspection is required.

IX Supplement

This agreement may be modified or supplemented only in writing by parties.

STATE

By: _____
Director, Local Programs

Date Executed: _____



**Washington State
Department of Transportation**

Local Programs State Funding Agreement Work by Public Agencies		Agency and Address	
		City of Selah 115 West Naches Avenue, Selah, WA, 98942	
Agreement Number LA11300	Project Number HLP-SR25(006)	Description of Work (See also "Exhibit A") Install new sidewalk, curb & gutter, driveway approaches, and road repairs.	
Project Title Home Avenue Sidewalk Gaps Improvement			
Termini N 1st Street - Wenas Road		Advertisement Date	Indirect Cost Rate ☐ Yes ☒ No

This AGREEMENT is made and entered into between the STATE OF WASHINGTON, Department of Transportation, acting by and through the Secretary of Transportation, hereinafter called the "STATE," and the above named organization, hereinafter call the "AGENCY."

WHEREAS, the AGENCY is planning the work shown above, and in connection therewith, the AGENCY has requested financial assistance for the project or program, and

WHEREAS, the AGENCY has requested funds for the above shown project or program, which has been selected by the STATE for funding assistance.

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREE AS FOLLOWS:

Type of Work		Estimate of Funding		
		(1) Estimated Total Funds	(2) Estimated Agency Funds	(3) Estimated State Funds
PE or Planning	a. Agency			
	b. Other Consultant	\$ 96,990.00		\$ 96,990.00
	c. Other N/A			
	d. State Services	\$ 2,500.00		\$ 2,500.00
	e. Total PE Cost Estimate	\$ 99,490.00	\$ 0.00	\$ 99,490.00
RW	f. Agency			
	g. Other			
	h. Other			
	i. State Services			
	j. Total R/W Cost Estimate	\$ 0.00	\$ 0.00	\$ 0.00
CN	k. Contract			
	l. Other			
	m. Other			
	n. Other			
	o. Agency			
	p. State Services			
	q. Total CN Cost Estimate	\$ 0.00	\$ 0.00	\$ 0.00
	r. Total Project Cost Estimate	\$ 99,490.00	\$ 0.00	\$ 99,490.00

I General

The AGENCY agrees to perform the above described work in accordance with the Project Application attached hereto as "Exhibit A" and made a part of this AGREEMENT.

Plans, specifications, and cost estimates shall be prepared by the AGENCY in accordance with the current State of Washington Standard Specifications for Road, Bridge, and Municipal Construction and adopted design standards, unless otherwise noted. The AGENCY will incorporate the plans and specifications into the AGENCY's project and thereafter advertise the resulting project for bid and, assuming bids are received and a contract is awarded, administer the contract, or if the project is of a size which the AGENCY is authorized to perform with its own forces under the laws of the State of Washington, the AGENCY may proceed with its own forces.

All work performed under this AGREEMENT shall comply with the applicable provisions of state law.

II Payment

The STATE, in consideration of the faithful performance of the work to be performed by the AGENCY, agrees to reimburse the AGENCY for the percentage of the actual direct and related indirect cost of the work shown above, up to the "MAXIMUM AMOUNT AUTHORIZED". The agency will comply with Governmental Accounting Auditing and Financial Reporting Standards and applicable state law and local regulations, policies and procedures. No payment will be made for work done prior to execution of this AGREEMENT.

Partial payments shall be made by the STATE, upon request of the AGENCY, to cover costs incurred. These payments are not to be more frequent than one (1) per month. It is agreed that any such partial payment will not constitute agreement as to the appropriateness of any item and that, at the time of the final audit, all required adjustments will be made and reflected in a final payment. The AGENCY agrees to submit a final bill to the STATE within forty-five (45) days after the AGENCY has completed work.

The AGENCY agrees that all costs in excess of the amount authorized and the AGENCY's matching funds shall be the responsibility of the AGENCY.

III Audit

The AGENCY agrees that an audit may be conducted by the STATE. During the progress of the work and for a period not less than three (3) years from the date of final payment to the AGENCY, the records and accounts pertaining to the work and accounting thereof are to be kept available for inspection and audit by the STATE and copies of all records, accounts, documents, or other data pertaining to the project will be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the three-year retention period.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year last written below.

AGENCY

By: Roger E. Bell

Title: Mayor

Agency Date: 10/29/25

DOT Form 140-087LP Revised 12/2024
• Previous Versions Obsolete •

IV Legal Relations

No liability shall attach to the AGENCY or the STATE by reason of entering into this AGREEMENT except as expressly provided herein.

V Nondiscrimination

The AGENCY agrees to comply with all applicable state and federal laws, rules, and regulations pertaining to nondiscrimination and agrees to require the same of all subcontractors providing services or performing any work using funds provided under this AGREEMENT.

VI Venue

For the convenience of the parties to this AGREEMENT, it is agreed that any claims and/or causes of action which the AGENCY has against the STATE, growing out of this AGREEMENT or the project or program with which it is concerned, shall be brought only in the Superior Court for Thurston County.

VII Termination

The Secretary of the Department of Transportation may terminate this AGREEMENT if the funding becomes unavailable or if the Secretary determines that it is in the best interest of the STATE.

VIII Final Report and Final Inspection

Within ninety (90) days following the completion of the project and submission of the final billing for the project, a final report and/or final inspection shall be submitted to the Director, Highways & Local Programs containing the following information:

Non-Capital Projects

1. A description of the project or program.
2. A summary of actual costs of the project or program.
3. An evaluation of the project or program. This should address aspects such as transportation and/or other benefits to the public.

Capital Projects

1. A final inspection is required.

IX Supplement

This agreement may be modified or supplemented only in writing by parties.

STATE

By: Stephanie Tax Digitally signed by Stephanie Tax
Date: 2025.11.24 12:02:22 -08'00'

Director, Local Programs

Date Executed: _____

HLP-SR25(006)

Project Summary

Program: Safe Routes To School

Date: May 2025

Agency: City of Selah

Name of person who will complete the Local Project Reports: Rocky Wallace

E-mail: Rocky.Wallace@selahwa.gov

Project Title: Home Avenue Sidewalk Gaps Improvement Project

Project Description: High-visibility Crosswalk, Sidepath, Lane Width Reduction, 20-mph speed zone designation and signs

Detailed Project Description:

Intersection improvements:

- 1) At the intersection of E Home Ave and N Wenas Rd (SR 823), install:
 - a. High-visibility crosswalk on west leg.
- 2) At the intersection of E Home Ave and the Selah School District Bus Facility entrance driveway, install:
 - a. High-visibility crosswalk markings
 - b. ADA directional curb ramps

Linear Improvements:

- 3) On E Home Ave between N Wenas Rd and N 1st St, install:
 - a. Sidepath (10' width with 2' buffer to curb), with standard vertical curb (includes driveway approaches using either rolled curb or Plan View Type 2 Driveway Entrance Standard Plans, i.e., ramping within buffer so path does not ramp up and down for each driveway), on the north side of the road approximately 1050'
 - b. Lane width reduction, ~1050'
 - c. 20-mph speed zone designation and signs
 - d. Centerline and fog line pavement markings

Project Schedule:

Begin PE	07/25
Community outreach/engagement	
Environmental Documents Approved	10/25
Right-of-Way Approved	
Estimated Contract Ad	05/26
Estimated Contract Award Date	06/26
Open to Traffic	10/26

Project Cost and Award Amount:

Phase	Total Project Cost	Amount Requested
Preliminary Engineering	79000	79000

Right-of-Way	0	0
Construction	638000	638000
Total	727000	727000

When the work is completed, please consider providing us with images or testimonials about the projects that can be used to communicate the project's success.

If you agree to the project summary described above, please sign below and return to Chris Hawkins.

Concurrence: I agree to the project summary described above.

Approving Authority Name (Print): Rocky Wallace

Approving Authority Signature: Rocky Wallace, Public Works Director

Date: 6-12-2025



Selah City Council

Regular Meeting

AGENDA ITEM SUMMARY

Meeting Date: 12/9/2025

Agenda Number: 10G

Action Item

Title: Resolution Ratifying Signatures by the Mayor on the Local Agency Agreement and the Project Prospectus for the City's First Street Signalized Intersection Improvements Project

From: Rocky D. Wallace, Public Works Director

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: \$97,570.00 (PE phase)

Funding Source: 111 Street Improvement (following receipt of grant funds)

Background/Findings/Facts: The Washington State Department of Transportation (WSDOT) awarded the City \$97,570.00 for the Project Engineering (PE) phase of the City's First Street Signalized Intersection Improvements Project (Project) through WSDOT's 2024 City Safety Program. With this funding, the City desires to make certain traffic and safety improvements to multiple signalized intersections on First Street. To facilitate the City receiving these funds, WSDOT prepared a Local Agency Agreement and also a Project Prospectus, copies of which are submitted along with the instant AIS. The terms of these funding authorization documents are acceptable to City staff.

The Mayor has already signed the documents. The attached proposed Resolution will – if approved – ratify those signatures and otherwise approve the terms of those documents.

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

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

Date:	Action Taken:
1/23/2024	Resolution No. 3086; Resolution Adopting the City's Local Road Safety Plan
10/28/2025	Resolution No. 3249; Authorizing the Mayor to Sign "Task Order No. 2025-04" with HLA Engineering and Land Surveying, Inc., for Professional Services Related to the City's Home Avenue Sidewalk Gaps Improvement Project

RESOLUTION NO. _____

RESOLUTION RATIFYING SIGNATURES BY THE MAYOR ON THE LOCAL
AGENCY AGREEMENT AND THE PROJECT PROSPECTUS FOR THE CITY'S
FIRST STREET SIGNALIZED INTERSECTION IMPROVEMENTS PROJECT

WHEREAS, the Washington State Department of Transportation (WSDOT) awarded the City \$97,570.00 for the Project Engineering (PE) phase of the City's First Street Signalized Intersection Improvements Project (Project) through WSDOT's 2024 City Safety Program; and

WHEREAS, to facilitate the City receiving these funds, WSDOT prepared a Local Agency Agreement and also a Project Prospectus, which documents have already been signed by the Mayor; and

WHEREAS, the terms of such funding authorization documents are acceptable to City staff and City staff recommends that these documents be approved, that the signatures thereon that have already been created by the Mayor be retroactively authored (*i.e.*, ratified), that any other necessary signatures or actions be taken in order for this funding to be authorized, and that work on this Project commence forthwith; 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 proposed funding authorization documents be and are approved, that the signatures thereon by the Mayor be and are ratified, that any other necessary signatures or actions can and be taken for this funding authorization to occur, and that work on this Project commence forthwith.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 9th day of December, 2025.

ATTEST:

Roger Bell, Mayor

Courtney McGarity, City Clerk

APPROVED AS TO FORM:

Rob Case, City Attorney



State Funds Project Prospectus

Project Number		Date	4/4/25
Local Agency Project Number	SELAH-2504	Statewide Vendor Number	SWV-0007717

Agency City of Selah					
Project Title 1st Street Signalized Intersection Improvements		Start Latitude N 46.6559 End Latitude N 46.6513		Start Longitude W -120.5305 End Longitude W -120.5304	
Project Termini From Various		Nearest City Name Selah			Project Zip Code (+4) 98942-1303
Project Termini To Various		City Number 1155	County Number 39	County Name Yakima County	
Begin Mile Post N/A	End Mile Post N/A	Length of Project N/A	WSDOT Region South Central Region	Legislative District(s) 15	Congressional District(s) 4

Phase	Total Estimated Cost	Local Agency Funding	State Funds	Phase Start Date	
	(Nearest Hundred Dollar)	(Nearest Hundred Dollar)	(Nearest Hundred Dollar)	Month	Year
P.E.	\$ 98,000		\$ 98,000	April	2025
R/W					
Const.	\$ 860,000		\$ 860,000	January	2026
Total	\$ 958,000	\$ 0	\$ 958,000		

Description of Existing Facility (Existing Design and Present Condition)	
Roadway Width 60 Ft	Number of Lanes 5 - (N/S) ; 3 - (E/W)
Existing intersections utilize induction loops and are in need of ADA improvements.	

Description of Proposed Work	
Description of Proposed Work (Attach additional sheet(s) if necessary) Install leading pedestrian interval phasing, vehicle radar detection, countdown pedestrian signal heads, pavement markings, and curb ramps.	

Local Agency Contact Person Rocky Wallace		Title Public Works Director	Phone (509)-698-7365
Mailing Address 222 S Rushmore Road		City Selah	State WA
		Zip Code 98942	

State Funds Project Prospectus Approval	By <u><i>Roger S. BOD</i></u> Approving Authority	
	Title Mayor	Date <u>5/6/25</u>

Agency City of Selah	Project Title 1st Street Signalized Intersection Improvements	Date 4/4/2025
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Type of Proposed Work

Project Type (Check all that Apply)			Roadway Width 60 Feet	Number of Lanes 5 - (N/S) ; 3 - (E/W)
☐ New Construction	☐ Path / Trail	☐ 3-R		
☒ Reconstruction	☒ Pedestrian / Bicycle	☐ 2-R		
☐ Railroad	☐ Parking	☐ Other		
☐ Bridge				

Performance of Work

Preliminary Engineering Will Be Performed By Consultant	Others 100 %	Agency %
Construction Will Be Performed By Contractor	Contract 100 %	Agency %

Right of Way

☒ No Right of Way Needed	☐ Right of Way Needed
* All construction required by the contract can be accomplished within the exiting right of way.	

Utilities

☒ No utility work required
☐ All utility work will be completed prior to the start of the construction contract
☐ All utility work will be completed in coordination with the construction contract

Railroad

☒ No railroad work required
☐ All railroad work will be completed prior to the start of the construction contract
☐ All the railroad work will be completed in coordination with the construction contract

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

It is anticipated that there will be no utility work required.

Remarks

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency City of Selah

Date

5/6/25

By

Roger S. Ford

Mayor/Chairperson

Instructions – State Funds Project Prospectus

1. Date – Enter the date this form is filled out.
2. Project Number – Number assigned by Local Programs to each state funded project. Leave BLANK on original Prospectus.
3. Local Agency Project Number – Alpha/numeric characters that your agency identifies.
4. Statewide Vendor Number – Enter the agency's statewide vendor number.
5. Agency – Enter your agency's name.
6. Project Title – Enter the project's title, as shown in the selection letter from WSDOT/Local Programs.
7. Latitude and Longitude – Enter the project start and end latitude and longitude in decimal format:
Latitude N XX.XXXX Longitude W XXX.XXXX
8. Project Termini From – Enter the beginning limit of the project.
9. Nearest City Name – Enter the name of the nearest city or town to where the work is being performed.
10. Project ZIP Code (+4) – Enter the 5 plus 4-digit ZIP Code of the location where the majority of the work will be done.
11. Project Termini To – Enter the ending limit of the project.
12. City Number – For a city project, enter your city code number from Appendix 21.46.
13. County Number – Enter the county code number from Appendix 21.45.
14. County Name – Enter the county name in which the project is located.
15. Begin Mile Post – Enter the beginning mile post.
16. End Mile Post – Enter the ending mile post.
17. Length of Project – Enter project length in miles (two decimals).
18. Legislative District – Enter the legislative district(s) in which the project is located.
19. Congressional District – Enter the congressional district(s) in which the project is located.
20. Total Estimated Cost – Required for all phases of the project; estimate to the nearest hundred dollars.
21. Local Agency Funding – Required for all phases of the project; estimate to the nearest hundred dollars.
22. State Funds – Required for each phase of the project; estimate to the nearest hundred dollars. Enter only those state funds awarded through WSDOT/Local Programs for this project. State funds from other state agencies (ex. Transportation Improvement Board) should be entered in the Local Agency Funding column.
23. Phase Start Date – Enter the month and year for all phase's expected start date.
24. Description of Existing Facility – Enter a description of the existing facility that includes an explanation of any existing facility deficiencies.
25. Description of Proposed Work – Enter a description of the proposed improvements. Indicate the major work elements involved, such as roadway reconstruction, bridge replacement, sidewalk construction, etc.
26. Local Agency Contact Person – Enter name and contact information for agency employee to be contacted in case of questions.
27. State Funds Project Prospectus Approval – Signature and title of the agency employee that reviewed and approved the prospectus. The agency shall submit a revised project prospectus at construction phase authorization and any time the project termini and/or scope is revised.
28. Type of Proposed Work – Check whether the project is new construction, reconstruction, trail, etc., as described in Chapter 42.
29. Roadway Width – Enter the curb-to-curb roadway width for the proposed facility.
30. Number of Lanes – Enter the number of lanes for the proposed facility.
31. Performance of Work
 - a. Preliminary Engineering – Indicate who will be performing the work and the percentage of the work they will do.
 - b. Construction – Indicate if work is to be done by contract and/or local forces and the percentage to be done by each.
32. Right of Way (Refer to Appendix 25.174 for assistance in determining whether Right of Way is needed).
 - a. No Right of Way Needed – Check this box when the project can be accomplished within the existing right of way.
 - b. Right of Way Needed – Check this box when the project requires additional right of way.
33. Utilities – Check the box next to the statement that best fits your project.
34. Railroad – Check the box next to the statement that best fits your project.
35. Description of Utility Relocation or Adjustments – Indicate the agency/entity responsible for any utility relocation and/or adjustments. In addition, include the type of utility, whether publicly or privately owned, and any other pertinent information.
36. Remarks – Enter other applicable project information that hasn't already been included in the prospectus.
37. Legislative Body Approval – Signature of an elected official, such as a County Commissioner or Mayor, or their designee, confirming that the proposed project is consistent with the agency's comprehensive plan for community development.



**Washington State
Department of Transportation**

Local Programs State Funding Agreement Work by Public Agencies		Agency and Address City of Selah 115 W Naches Avenue, Selah, WA, 98942	
		Agreement Number LA11179	
Project Number HLP-4703(005)		Description of Work (See also "Exhibit A") Install leading pedestrian interval phasing, vehicle radar detection, countdown pedestrian signal heads, pavement markings, and curb ramps.	
Project Title 1st Street Signalized Intersection Improvements			
Termini Varies		Advertisement Date	Indirect Cost Rate ☐ Yes ☒ No

This AGREEMENT is made and entered into between the STATE OF WASHINGTON, Department of Transportation, acting by and through the Secretary of Transportation, hereinafter called the "STATE," and the above named organization, hereinafter call the "AGENCY."

WHEREAS, the AGENCY is planning the work shown above, and in connection therewith, the AGENCY has requested financial assistance for the project or program, and

WHEREAS, the AGENCY has requested funds for the above shown project or program, which has been selected by the STATE for funding assistance.

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREE AS FOLLOWS:

Type of Work		Estimate of Funding		
		(1) Estimated Total Funds	(2) Estimated Agency Funds	(3) Estimated State Funds
PE or Planning	a. Agency			
	b. Other Consultant	\$ 96,570.00	\$ 0.00	\$ 96,570.00
	c. Other N/A			
	d. State Services	\$ 1,000.00		\$ 1,000.00
	e. Total PE Cost Estimate	\$ 97,570.00	\$ 0.00	\$ 97,570.00
RW	f. Agency			
	g. Other			
	h. Other			
	i. State Services			
	j. Total R/W Cost Estimate	\$ 0.00	\$ 0.00	\$ 0.00
CN	k. Contract			
	l. Other			
	m. Other			
	n. Other			
	o. Agency			
	p. State Services			
	q. Total CN Cost Estimate	\$ 0.00	\$ 0.00	\$ 0.00
	r. Total Project Cost Estimate	\$ 97,570.00	\$ 0.00	\$ 97,570.00

I
General

The AGENCY agrees to perform the above described work in accordance with the Project Application attached hereto as "Exhibit A" and made a part of this AGREEMENT.

Plans, specifications, and cost estimates shall be prepared by the AGENCY in accordance with the current State of Washington Standard Specifications for Road, Bridge, and Municipal Construction and adopted design standards, unless otherwise noted. The AGENCY will incorporate the plans and specifications into the AGENCY's project and thereafter advertise the resulting project for bid and, assuming bids are received and a contract is awarded, administer the contract, or if the project is of a size which the AGENCY is authorized to perform with its own forces under the laws of the State of Washington, the AGENCY may proceed with its own forces.

All work performed under this AGREEMENT shall comply with the applicable provisions of state law.

II
Payment

The STATE, in consideration of the faithful performance of the work to be performed by the AGENCY, agrees to reimburse the AGENCY for the percentage of the actual direct and related indirect cost of the work shown above, up to the "MAXIMUM AMOUNT AUTHORIZED". The agency will comply with Governmental Accounting Auditing and Financial Reporting Standards and applicable state law and local regulations, policies and procedures. No payment will be made for work done prior to execution of this AGREEMENT.

Partial payments shall be made by the STATE, upon request of the AGENCY, to cover costs incurred. These payments are not to be more frequent than one (1) per month. It is agreed that any such partial payment will not constitute agreement as to the appropriateness of any item and that, at the time of the final audit, all required adjustments will be made and reflected in a final payment. The AGENCY agrees to submit a final bill to the STATE within forty-five (45) days after the AGENCY has completed work.

The AGENCY agrees that all costs in excess of the amount authorized and the AGENCY's matching funds shall be the responsibility of the AGENCY.

III
Audit

The AGENCY agrees that an audit may be conducted by the STATE. During the progress of the work and for a period not less than three (3) years from the date of final payment to the AGENCY, the records and accounts pertaining to the work and accounting thereof are to be kept available for inspection and audit by the STATE and copies of all records, accounts, documents, or other data pertaining to the project will be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the three-year retention period.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year last written below.

AGENCY

By: _____

Title: Mayor

Agency Date: _____

DOT Form 140-087LP Revised 12/2024
• Previous Versions Obsolete •

IV
Legal Relations

No liability shall attach to the AGENCY or the STATE by reason of entering into this AGREEMENT except as expressly provided herein.

V
Nondiscrimination

The AGENCY agrees to comply with all applicable state and federal laws, rules, and regulations pertaining to nondiscrimination and agrees to require the same of all subcontractors providing services or performing any work using funds provided under this AGREEMENT.

VI
Venue

For the convenience of the parties to this AGREEMENT, it is agreed that any claims and/or causes of action which the AGENCY has against the STATE, growing out of this AGREEMENT or the project or program with which it is concerned, shall be brought only in the Superior Court for Thurston County.

VII
Termination

The Secretary of the Department of Transportation may terminate this AGREEMENT if the funding becomes unavailable or if the Secretary determines that it is in the best interest of the STATE.

VIII
Final Report and Final Inspection

Within ninety (90) days following the completion of the project and submission of the final billing for the project, a final report and/or final inspection shall be submitted to the Director, Highways & Local Programs containing the following information:

Non-Capital Projects

1. A description of the project or program.
2. A summary of actual costs of the project or program.
3. An evaluation of the project or program. This should address aspects such as transportation and/or other benefits to the public.

Capital Projects

1. A final inspection is required.

IX
Supplement

This agreement may be modified or supplemented only in writing by parties.

STATE

By: _____

Stephanie Tax

Digitally signed by Stephanie Tax
Date: 2025.06.16 09:11:28 -07'00'

Director, Local Programs

Date Executed: _____

Exhibit A

HLP-4073(005)

DK

Project Summary

Program: 2024 City Safety Program

Date: September 2024

Agency: City of Selah

Project Title: 1st Street Signalized Intersection Improvements

Project Description: Install signal and pedestrian crossing improvements.

Detailed Project Description

Install leading pedestrian interval phasing, vehicle radar detection, countdown pedestrian signal heads, pavement markings, and curb ramps.

Locations:

1. Install leading pedestrian interval phasing, vehicle radar detection, countdown pedestrian signal heads, pavement markings, and curb ramps.
 - a. 1st St and Naches Ave
 - b. 1st St and Fremont Ave
 - c. 1st St and Park Ave
2. Install vehicle radar detection.
 - a. 1st St and Naches Ave
 - b. 1st St and Park Ave

Note: Project above includes associated ADA, traffic signal, and utility work as needed.

Project Schedule (Estimated)

Project added to the STIP	10/24
Project agreement signed with WSDOT Local Programs	11/24
Begin PE (phase authorized by FHWA through WSDOT)	12/24
Community/stakeholder engagement complete	2/25
Environmental documents approved by WSDOT	2/25
Begin right-of-way (phase authorized by FHWA through WSDOT)	N/A
Right-of-Way completed (certification by FHWA through WSDOT)	N/A
Contract advertised	3/25
Contract awarded	4/25
Construction complete	7/25

Project Cost and Award Amount

Phase	Total Cost	Local Match	Amount Awarded
Preliminary Engineering	\$98,000	\$0	\$98,000
Right-of-Way	\$0	\$0	\$0
Construction	\$860,000	\$0	\$860,000
Total	\$958,000	\$0	\$958,000

If you agree to the project summary described above, please sign or electronically sign below and return to Ed Spilker at Ed.Spilker@wsdot.wa.gov.

Concurrence: I agree to the project summary described above.

Approving Authority Name (Print): Rocky Wallace, Public Works Director

Approving Authority Signature: Rocky Wallace Date: 9/10/2024



Selah City Council

Regular Meeting

AGENDA ITEM SUMMARY

Meeting Date: 12/9/2025

Agenda Number: 10H

Action Item

Title: Resolution Ratifying Signatures by the Mayor on the Local Agency Agreement and the Project Prospectus for the City's First Street Resurfacing (Yakima Ave to Fremont Ave) Project

From: Rocky D. Wallace, Public Works Director

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: \$71,401.00 (PE phase)

Funding Source: 111 Street Improvement (following receipt of grant funds)

Background/Findings/Facts: The Federal Highway Administration (FHWA) awarded the City \$71,401.00 for the Project Engineering (PE) phase of the City's First Street Resurfacing (Yakima Ave to Fremont Ave) Project (Project) through FHWA's Surface Transportation Block Grant (STBG) Program. With this funding, the City desires to make certain improvements to South First Street from Yakima Avenue to Fremont Avenue. To facilitate the City receiving these funds, Washington State Department of Transportation (WSDOT) prepared a Local Agency Agreement and also a Project Prospectus, copies of which are submitted along with the instant AIS. The terms of these funding authorization documents are acceptable to City staff.

The Mayor has already signed the documents. The attached proposed Resolution will – if approved – ratify those signatures and otherwise approve the terms of those documents.

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:
04/23/2024	Resolution No. 3117; Resolution Authorizing the Mayor or Public Works Director to Sign and Submit a Surface Transportation Block Grant (STBG) Application, for a Roadway Resurfacing Project on First Street from Fremont Avenue to Yakima Avenue and Improvements to the Signalized Intersection at First Street and Naches Avenue

RESOLUTION NO. _____

RESOLUTION RATIFYING SIGNATURES BY THE MAYOR ON THE LOCAL
AGENCY AGREEMENT AND THE PROJECT PROSPECTUS FOR THE CITY'S
FIRST STREET RESURFACING (YAKIMA AVE TO FREMONT AVE)
PROJECT

WHEREAS, the Federal Highway Administration (FHWA) awarded the City \$71,401.00 for the Project Engineering (PE) phase of the City's First Street Resurfacing (Yakima Ave to Fremont Ave) Project (Project) through FHWA's Surface Transportation Block Grant (STBG) Program; and

WHEREAS, to facilitate the City receiving these funds, WSDOT prepared a Local Agency Agreement and also a Project Prospectus, which documents have already been signed by the Mayor; and

WHEREAS, the terms of such funding authorization documents are acceptable to City staff and City staff recommends that these documents be approved, that the signatures thereon that have already been created by the Mayor be retroactively authored (*i.e.*, ratified), that any other necessary signatures or actions be taken in order for this funding to be authorized, and that work on this Project commence forthwith; 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 proposed funding authorization documents be and are approved, that the signatures thereon by the Mayor be and are ratified, that any other necessary signatures or actions can and be taken for this funding authorization to occur, and that work on this Project commence forthwith.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 9th day of December, 2025.

ATTEST:

Roger Bell, Mayor

Courtney McGarity, City Clerk

APPROVED AS TO FORM:

Rob Case, City Attorney



Local Agency Federal Aid Project Prospectus

Prefix		Route	()	Date	4/4/2025	
Federal Aid Project Number				DUNS Number	6067014770000	
Local Agency Project Number	SELAH-2501	(WSDOT Use Only)		Federal Employer Tax ID Number	91-6001501	
Agency City of Selah		CA Agency ☐ Yes ☒ No	Federal Program Title ☒ 20.205 ☐ Other			
Project Title First Street Resurfacing(Yakima Ave to Fremont)		Start Latitude N 46.6513 End Latitude N 46.6559		Start Longitude W -120.5304 End Longitude W -120.5305		
Project Termini From-To Yakima Ave Fremont Ave		Nearest City Name Selah		Project Zip Code (+4) 98942-1303		
Begin Mile Post YakimaAv	End Mile Post Fremont Ave	Length of Project .25 Miles		Award Type ☒ Local ☐ Local Forces ☐ State ☐ Railroad		
Route ID 860002200	Begin Mile Point N/A	End Mile Point N/A	City Number 1155	County Number 39	County Name Yakima County	
WSDOT Region South Central Region		Legislative District(s) 15		Congressional District(s) 4		Urban Area Number 5
Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date Month Year		
P.E.	71400		71400	June	2025	
R/W						
Const.	642600		642600	January	2026	
Total	714000		714000			
Description of Existing Facility (Existing Design and Present Condition)						
Roadway Width 60 Feet			Number of Lanes 5			
Asphalt roadway in need of resurfacing.						
Description of Proposed Work						
Description of Proposed Work (Attach additional sheet(s) if necessary)						
Planing and HMA overlaying roadway, adjusting manhole lids and valves.						
Local Agency Contact Person Rocky Wallace			Title Public Works Director		Phone (509)-698-7350	
Mailing Address 222 S Rushmore Road			City Selah		State WA	Zip Code 98942
Project Prospectus	By <u>Rocky Wallace</u> Approving Authority					
	Title Mayor					Date <u>6/9/25</u>

Agency City of Selah	Project Title First Street Resurfacing(Yakima Ave to Fren	Date 4/4/2025
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Type of Proposed Work

Project Type (Check all that Apply)

☐ New Construction	☐ Path / Trail	☐ 3-R
☒ Reconstruction	☐ Pedestrian / Facilities	☐ 2-R
☐ Railroad	☐ Parking	☐ Other
☐ Bridge		

Roadway Width

60 Ft

Number of Lanes

5

Geometric Design Data

Description	Through Route	Crossroad
Federal Functional Classification	☒ Principal Arterial	☐ Principal Arterial
	☒ Minor Arterial	☐ Minor Arterial
	☐ Urban	☐ Urban
	☒ Rural	☐ Rural
	☐ NHS	☐ NHS
	☐ Collector	☐ Collector
	☐ Major Collector	☐ Major Collector
	☐ Minor Collector	☐ Minor Collector
	☐ Local Access	☐ Local Access
Terrain	☒ Flat ☐ Roll ☐ Mountain	☐ Flat ☐ Roll ☐ Mountain
Posted Speed	30 MPH	N/A
Design Speed	30 MPH	N/A
Existing ADT	9,100	N/A
Design Year ADT	9,100	N/A
Design Year	2025	N/A
Design Hourly Volume (DHV)	N/A	N/A

Performance of Work

Preliminary Engineering Will Be Performed By Consultant	Others 100 %	Agency %
Construction Will Be Performed By Contractor	Contract 100 %	Agency %

Environmental Classification

☐ Class I - Environmental Impact Statement (EIS)	☒ Class II - Categorically Excluded (CE)
☐ Project Involves NEPA/SEPA Section 404 Interagency Agreement	☐ Projects Requiring Documentation (Documented CE)
☐ Class III - Environmental Assessment (EA)	
☐ Project Involves NEPA/SEPA Section 404 Interagency Agreements	

Environmental Considerations

All work will be within the right of way.

Agency City of Selah	Project Title First Street Resurfacing(Yakima Ave to Fren	Date 4/4/2025
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Right of Way

☒ No Right of Way Needed * All construction required by the contract can be accomplished within the existing right of way.	☐ Right of Way Needed ☐ No Relocation ☐ Relocation Required
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Utilities ☒ No utility work required ☐ All utility work will be completed prior to the start of the construction contract ☐ All utility work will be completed in coordination with the construction contract	Railroad ☒ No railroad work required ☐ All railroad work will be completed prior to the start of the construction contract ☐ All the railroad work will be completed in coordination with the construction contract
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Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

It is anticipated that there will be no utility work required.

FAA Involvement

Is any airport located within 3.2 kilometers (2 miles) of the proposed project? ☐ Yes ☒ No

Remarks

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency City of Selah

Date 6/9/25 By Mayor/Chairperson



**Washington State
Department of Transportation**

Agency City of Selah

Address 222 S Rushmore Road, Selah, WA, 98942

Local Agency Agreement

ALN 20.205 - Highway Planning and Construction
(Assistance Listing Number)

Project Number STBGUM-4703(006)

Agreement Number

LA11195

For WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR Part 200, (4) 2 CFR Part 180 – certifying that the local agency is not excluded from receiving Federal funds by a Federal suspension or debarment, (5) the policies and procedures promulgated by the Washington State Department of Transportation, and (6) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name First Street Resurfacing ~~Project~~ (Yakima Ave to Fremont Ave) M.D.T.

Length .25 Miles

Termini Yakima Avenue to Fremont Avenue M.D.T.

Description of Work

Planing and HMA overlaying roadway, adjusting manhole lids and valves.

Project Agreement End Date 12/31/2028

Advertisement Date ~~PE 8/2025~~ M.D.T.

Indirect Cost Rate

☐ Yes ☒ No

Type of Work		Estimate of Funding		
		(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE M.D.T. 100 % Federal Aid Participation Ratio(s) for PE	a. Agency	3,000.00		3,000.00
	b. Other Consultant	66,401.00		66,401.00
	c. Other			
	d. State Services	2,000.00		2,000.00
	e. Total PE Cost Estimate	71,401.00	0.00	71,401.00
Right of Way % Federal Aid Participation Ratio(s) for RW	f. Agency			
	g. Other			
	h. Other			
	i. State Services			
	j. Total R/W Cost Estimate	0.00	0.00	0.00
Construction % Federal Aid Participation Ratio(s) for CN	k. Contract			
	l. Other			
	m. Other			
	n. Other			
	o. Agency			
	p. State Services			
	q. Total CN Cost Estimate	0.00	0.00	0.00
r. Total Project Cost Estimate		71,401.00	0.00	71,401.00

Agency Official

By *[Signature]*
Title Mayor

Agency Date 6/9/25

Washington State Department of Transportation

By Stephanie Tax
Director, Local Programs
Date Executed

Digitally signed by
Stephanie Tax
Date: 2025.07.03
15:51:28 -07'00'

Construction Method of Financing (Check Method Selected)

State Ad and Award

Method A - Advance Payment - Agency Share of total construction cost (based on contract award)

Method B - Withhold from gas tax the Agency's share of total construction cost (line 5, column 2) in the amount of

\$ _____ at \$ _____ per month for _____ months.

Local Force or Local Ad and Award

✓ Method C - Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on

April 23rd, 2024, Resolution/Ordinance No. 3117

Provisions

I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

Once written authorization is given, the Agency agrees to show continuous progress through monthly billings. Failure to show continuous progress may result the Agency's project becoming inactive, as described in 23 CFR 630, and subject to de-obligation of federal aid funds and/or agreement closure.

If right of way acquisition, or actual construction of the road for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which preliminary engineering phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

If actual construction of the road for which right of way has been purchased is not started by the close of the tenth fiscal year following the fiscal year in which the right of way phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

1. Project Construction Costs

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

Method A – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency's share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

Method B – The Agency's share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

Method C – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project. The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$1,000,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 60 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

X. Traffic Control, Signing, Marking, and Roadway Maintenance

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

XII. Nondiscrimination Provision

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

- (1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.
- (2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.
- (3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.
- (4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this agreement in whole or in part;
- (b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and
- (c) Refer the case to the Department of Justice for appropriate legal proceedings.

XIII. Liquidated Damages

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

XIV. Termination for Public Convenience

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

- (1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
- (2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
- (3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
- (4) The Secretary is notified by the Federal Highway Administration that the project is inactive.
- (5) The Secretary determines that such termination is in the best interests of the State.

XV. Venue for Claims and/or Causes of Action

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The approving authority certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XVII. Assurances

Local agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities, and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

Additional Provisions



Selah City Council

Regular Meeting

AGENDA ITEM SUMMARY

Meeting Date: 12/9/2025

Agenda Number: 10I

Action Item

Title: Resolution Ratifying Signatures by the Mayor on the Local Agency Agreement Supplement and the Project Prospectus for the City's Street Sweeper Project

From: Rocky D. Wallace, Public Works Director

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: \$421,000.00 (with anticipated full reimbursement through the Federal Highway Administration's (FHWA'S) Congestion Mitigation & Air Quality (CMAQ) Funding Program)

Funding Source: 110 Street Improvement

Background/Findings/Facts: The City was awarded \$421,000.00 in funding through the Federal Highway Administration's (FHWA'S) Congestion Mitigation & Air Quality (CMAQ) Funding Program for the purchase of a new PM10 certified street sweeper. To facilitate the City receiving these funds, the Washington State Department of Transportation (WSDOT) prepared a Local Agency Agreement Supplement and also a Project Prospectus, copies of which are submitted along with the instant AIS. The terms of these funding authorization documents are acceptable to City staff.

The Mayor has already signed the documents. The attached proposed Resolution will – if approved – ratify those signatures and otherwise approve the terms of the documents.

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:
9/24/2024	Resolution No. 3150; Resolution Authorizing the Mayor and Public Works Director to Sign a Local Agency Agreement and also a Project Prospectus with the Washington State Department of Transportation (WSDOT) Relative to the Selah Street Sweeper Project

RESOLUTION NO. _____

RESOLUTION RATIFYING SIGNATURES BY THE MAYOR ON THE LOCAL
AGENCY AGREEMENT SUPPLEMENT AND THE PROJECT PROSPECTUS
FOR THE CITY'S STREET SWEEPER PROEJCT

WHEREAS, the City was awarded \$421,000.00 in funding through the Federal Highway Administration's (FHWA's) Congestion Mitigation & Air Quality (CMAQ) Grant Program Funding for the purchase of a new PM10 certified street sweeper; and

WHEREAS, to facilitate the City receiving these funds, the Washington State Department of Transportation (WSDOT) prepared a Local Agency Agreement Supplement and also a Project Prospectus, which documents have already been signed by the Mayor; and

WHEREAS, the terms of such funding authorization documents are acceptable to City staff and City staff recommends that these documents be approved, that the signatures thereon that have already been created by the Mayor be retroactively authored (*i.e.*, ratified), that any other necessary signatures or actions be taken in order for this funding to be authorized, and that work on this Project commence forthwith; 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 proposed funding authorization documents be and are approved, that the signatures by the Mayor be and are ratified, that any other necessary signatures or actions can and be taken for this funding authorization to occur, and that work on this Project commence forthwith.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 9th day of December, 2025.

ATTEST:

Roger Bell, Mayor

Courtney McGarity, City Clerk

APPROVED AS TO FORM:

Rob Case, City Attorney



Agency City of Selah		Supplement Number 1
Project Number CM-1155(009)	Agreement Number LA 11057	ALN. 20.205 - Highway Planning and Construction

All provisions in the basic agreement remain in effect except as modified by this supplement.

The Local Agency certifies that it is not excluded from receiving Federal funds by a Federal suspension or debarment (2 CFR Part 180). Additional changes to the agreement are as follows:

Project Description

Name Street Sweeper Project

Length 0.0 miles

Termini N/A

Description of Work ✓ No Change

Congestion Mitigation & Air Quality (CMAQ) Funded Program for purchasing a new street sweeper.

Reason for Supplement

Obligation of funding for CN Phase of project. Previously obligated PE funds are being moved to CN.

Indirect Cost Rate ☐ Yes ☒ No

Project Agreement End Date 12/31/2029

Advertisement Date ~~08/19/2025~~ M.D.T. 09/25/2025

Type of Work		Estimate of Funding				
		(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE 0 %	a. Agency			0.00		
	b. Other Consultant	45,000.00	-45,000.00	0.00		0.00
Federal Aid Participation Ratio(s) for PE	c. Other			0.00		
	d. State Services			0.00		
	e. Total PE Cost Estimate	45,000.00	-45,000.00	0.00	0.00	0.00
Right of Way %	f. Agency			0.00		
	g. Other			0.00		
Federal Aid Participation Ratio(s) for RW	h. Other			0.00		
	i. State Services			0.00		
	j. Total R/W Cost Estimate	0.00	0.00	0.00	0.00	0.00
Construction 100 %	k. Contract		420,000.00	420,000.00		420,000.00
	l. Other			0.00		
Federal Aid Participation Ratio(s) for CN	m. Other			0.00		
	n. Other			0.00		
	o. Agency			0.00		
	p. State Services		1,000.00	1,000.00		1,000.00
	q. Total CN Cost Estimate	0.00	421,000.00	421,000.00	0.00	421,000.00
	r. Total Project Cost Estimate	45,000.00	376,000.00	421,000.00	0.00	421,000.00

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions.

Agency Official

By Roger R. [Signature]
Title Mayor

Agency Date 8/20/2025

DOT Form 140-041LP Revised 12/2024
• Previous Versions Obsolete •

Washington State Department of Transportation

By Stephanie Tax
Director, Local Programs
Date Executed

Digitally signed by
Stephanie Tax
Date: 2025.09.02
13:42:04 -07'00'

Agency City of Selah		Supplement Number 1
Project Number CM-1155(009)	Agreement Number LA 11057	ALN 20.205 - Highway Planning and Construction

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin. Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 90 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$1,000,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

XVII. Assurances

Local Agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).



Local Agency Federal Aid Project Prospectus

	Prefix	Route	()	Date	8/20/2025
Federal Aid Project Number	CM	1115	009	DUNS Number	6067014770000
Local Agency Project Number	SELAH-2401	(WSDOT Use Only)		Federal Employer Tax ID Number	91-6001501

Agency City of Selah	CA Agency ☐ Yes ☒ No	Federal Program Title ☒ 20.205 ☐ Other			
Project Title Street Sweeper Project		Start Latitude N N/A End Latitude N N/A		Start Longitude W N/A End Longitude W N/A	
Project Termini From-To N/A N/A		Nearest City Name Selah			Project Zip Code (+4) 98942-1303
Begin Mile Post N/A	End Mile Post N/A	Length of Project N/A		Award Type ☒ Local ☐ Local Forces ☐ State ☐ Railroad	
Route ID N/A	Begin Mile Point N/A	End Mile Point N/A	City Number 1155	County Number 39	County Name Yakima County
WSDOT Region South Central Region	Legislative District(s) 15		Congressional District(s) 4		Urban Area Number 5

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date	
				Month	Year
P.E.					
R/W					
Const.	\$421,000		\$421,000	August	2025
Total	\$421,000		\$421,000		

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width N/A	Number of Lanes N/A
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N/A

Description of Proposed Work

Description of Proposed Work (Attach additional sheet(s) if necessary)

Congestion Mitigation & Air Quality (CMAQ) Funded Program for purchasing a new street sweeper.

Local Agency Contact Person Rocky Wallace	Title Public Works Director	Phone (509)-698-7365
Mailing Address 222 S Rushmore Road	City Selah	State WA
	Zip Code 98942	
Project Prospectus	By  Approving Authority	
	Title Mayor	Date 8/20/2025

Agency City of Selah	Project Title Street Sweeper Project	Date 8/20/2025
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Type of Proposed Work

Project Type (Check all that Apply)

- | | | |
|---|--|---|
| ☐ New Construction | ☐ Path / Trail | ☐ 3-R |
| ☐ Reconstruction | ☐ Pedestrian / Facilities | ☐ 2-R |
| ☐ Railroad | ☐ Parking | ☒ Other |
| ☐ Bridge | | |

Roadway Width

N/A

Number of Lanes

N/A

Geometric Design Data

Description	Through Route	Crossroad
Federal Functional Classification	☐ Urban ☐ Rural ☐ NHS ☐ Principal Arterial ☐ Minor Arterial ☐ Collector ☐ Major Collector ☐ Minor Collector ☐ Local Access	☐ Urban ☐ Rural ☐ NHS ☐ Principal Arterial ☐ Minor Arterial ☐ Collector ☐ Major Collector ☐ Minor Collector ☐ Local Access
Terrain	☐ Flat ☐ Roll ☐ Mountain	☐ Flat ☐ Roll ☐ Mountain
Posted Speed	N/A	N/A
Design Speed	N/A	N/A
Existing ADT	N/A	N/A
Design Year ADT	N/A	N/A
Design Year	N/A	N/A
Design Hourly Volume (DHV)	N/A	N/A

Performance of Work

Preliminary Engineering Will Be Performed By N/A	Others 0 %	Agency 0 %
Construction Will Be Performed By Contractor	Contract 100 %	Agency 0 %

Environmental Classification

- | | |
|--|--|
| ☐ Class I - Environmental Impact Statement (EIS) | ☒ Class II - Categorically Excluded (CE) |
| ☐ Project Involves NEPA/SEPA Section 404 Interagency Agreement | ☐ Projects Requiring Documentation (Documented CE) |
| ☐ Class III - Environmental Assessment (EA) | |
| ☐ Project Involves NEPA/SEPA Section 404 Interagency Agreements | |

Environmental Considerations

N/A

Agency City of Selah	Project Title Street Sweeper Project	Date 8/20/2025
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Right of Way

☒ No Right of Way Needed * All construction required by the contract can be accomplished within the existing right of way.	☐ Right of Way Needed ☐ No Relocation ☐ Relocation Required
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Utilities

☒ No utility work required ☐ All utility work will be completed prior to the start of the construction contract ☐ All utility work will be completed in coordination with the construction contract

Railroad

☒ No railroad work required ☐ All railroad work will be completed prior to the start of the construction contract ☐ All the railroad work will be completed in coordination with the construction contract
--

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

N/A

FAA Involvement

Is any airport located within 3.2 kilometers (2 miles) of the proposed project? ☐ Yes ☒ No

Remarks

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency City of Selah

Date 8/20/25

By  Mayor/Chairperson



Selah City Council

Regular Meeting

AGENDA ITEM SUMMARY

Meeting Date: 12/9/2025

Agenda Number: 10J

Action Item

Title: Resolution Authorizing the Mayor to Sign “Amendment No. 2” to “Task Order No. 2023-09” with HLA Engineering and Land Surveying, Inc., for Additional Professional Services Related to the Wastewater Treatment Plant Improvements Project

From: Rocky Wallace, Public Works Director

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: Additional \$84,667.00, which combined with the previously-approved \$4,500,000.00 brings the new total to \$4,584,667.00 for HLA’s fees on this Project.

Funding Source: 415, Sewer Fund

Background/Findings/Facts: This pertains to the ongoing Wastewater Treatment Plant Improvements Project (Project), which has been proceeding via the previously-approved “Task Order No. 2023-09 and “Amendment No. 1” thereto between the City and HLA Engineering and Land Surveying, Inc. (HLA; which entity is one of the City’s retained engineering firms).

The currently-proposed “Amendment No. 2” would modify the Task Order by enlarging HLA’s scope of work and adding a corresponding amount to HLA’s total fees.

Via the currently-proposed Amendment, HLA’s scope of work would expand to include up to twenty (20) additional borings and, also, revisions to the Engineering Analysis and Report due to findings from additional field exploration and sampling. HLA’s fees would increase by \$84,667.00 (such that HLA’s total fees would become \$4,584,667.00).

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 2026 budget – via Ordinance No. 2261 - includes an appropriation of monies that will be sufficient to cover the additional \$84,667.00 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:
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7/8/2025	Resolution No. 3218; Resolution Authorizing the Mayor to Sign “Amendment No. 1” to “Task Order No. 2023-09” with HLA Engineering and Land Surveying, Inc., for Professional Services Related to the Wastewater Treatment Plant Improvements Project
9/26/2023	Resolution No. 3051; Resolution Authorizing the Mayor to Sign “Task Order No. 2023-09” with HLA Engineering and Land Surveying, Inc., for Professional Services Related to the City’s Wastewater Treatment Plant Improvements Project

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE MAYOR TO SIGN “AMENDMENT NO. 2” TO “TASK ORDER NO. 2023-09” WITH HLA ENGINEERING AND LAND SURVEYING, INC., FOR PROFESSIONAL SERVICES RELATED TO THE WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT

WHEREAS, the City desires – as its Wastewater Treatment Plant Improvements Project (Project) – to design (and eventually construct) a new wastewater treatment plant (WWTP); and

WHEREAS, preliminary work on such Project has been ongoing for a while, pursuant to a previously-approved “Task Order No. 2023-09” 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 and to commence the competitive bidding process whereby one or more contractors/consultants can eventually be engaged to work toward completing the Project; and

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

WHEREAS, HLA has drafted “Amendment No. 2” to the Task Order, which recites HLA’s additional scope of work and HLA’s additional expected maximum fees of \$84,667.00; and

WHEREAS, the terms of Amendment No.2 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. 2” to “Task Order 2023-09” with HLA in the form appended hereto.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 9th day of December, 2025.

Roger Bell, Mayor

ATTEST:

Courtney McGarity, City Clerk

APPROVED AS TO FORM:

Rob Case, City Attorney

AMENDMENT NO. 2

TASK ORDER NO. 2023-09

REGARDING GENERAL AGREEMENT BETWEEN THE CITY OF SELAH

AND

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

PROJECT DESCRIPTION:

Wastewater Treatment Plant Improvements
HLA Project No. 23166E

The City of Selah (CITY) executed Task Order No. 2023-09 in September 2023 to begin design of a new wastewater treatment plant (WWTP) in the vicinity of the existing industrial pretreatment plant east of the main treatment plant, as summarized and recommended in the recent *Wastewater Treatment Facilities Engineering Report (HLA, April 2024)*.

REASON FOR AMENDMENT NO. 2

This amendment modifies Task Order No. 2023-09 to include additional geotechnical services. Additional geotechnical services include a second round of exploration and drilling, specifically to capture the alternate layout planned for the project. An analysis of the subsequent geotechnical investigation services will be provided in a report documenting the results.

SCOPE OF SERVICES:

At the direction of the CITY, HLA shall provide the following professional services for the Wastewater Treatment Plant Improvements (PROJECT) beyond those already contracted:

Revisions to the Scope of Services due to Amendment No. 2 include adding the following to subtask 4.8:

4.0 Design Engineering

- 4.8.1 Provide fourteen (14) additional borings, and up to six (6) more as needed, depending on soil conditions.
- 4.8.2 Revisions to the Engineering Analysis and Report due to findings from additional field exploration and sampling.

TIME OF PERFORMANCE:

There are no revisions to the Time of Performance due to Amendment No. 2.

FEE FOR SERVICES:

Revisions to the Fee for Services due to Amendment No. 2 are as follows.

4.0 Design Engineering

- 4.3 Design Plans and Specifications (90% Submittal through Final): \$2,139,667. The Task Order fee of \$2,055,000 will be increased by \$84,667 due to Amendment No. 2 to a revised fee of \$2,139,667.

A Budget Summary for Task Order No. 2023-09 is provided on the following page.

TASK ORDER NO. 2023-09 BUDGET SUMMARY				
Project Phase	Task Order No. 2023-09	Amendment No. 1	Amendment No. 2	Project Total
1.0 Design and Construction Funding Applications	\$100,000	\$0	\$0	\$100,000
2.0 Funding Administration	\$50,000	\$0	\$0	\$50,000
3.0 Environmental and Cultural Resources Review	\$80,000	\$0	\$0	\$80,000
4.0 Design Engineering				
4.1 30% Design	\$1,200,000	\$0	\$0	\$1,200,000
4.2 60% Design	\$1,370,000	-\$400,000	\$0	\$970,000
4.3 Final Design	\$0	\$2,055,000	\$84,667	\$2,139,667
7.0 Bidding Support	\$0	\$45,000	\$0	\$45,000
Project Total	\$2,800,000	\$1,700,000	\$84,667	\$4,584,667

Note: The original design fee estimate, including inflation, was estimated to be \$4,960,000 in 2023 as indicated in the original Task Order 2023-09. With this Amendment of \$84,667, the current design fee total is \$4,584,667, leaving a City funding balance of \$375,333.

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: 12/9/2025

Agenda Number: 10K

Action Item

Title: Resolution Authorizing the Mayor to Issue a Purchase Order to SWS Equipment, LLC, for a Street Sweeper

From: Rocky D. Wallace, Public Works Director

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: \$418,637.96 (with anticipated full reimbursement through the Federal Highway Administration's (FHWA's) Congestion Mitigation & Air Quality (CMAQ) Funding Program)

Funding Source: 110 Street Improvement

Background/Findings/Facts: The City was awarded funding through the Federal Highway Administration's (FHWA's) Congestion Mitigation & Air Quality (CMAQ) Funding Program for the purchase of a new PM10 certified street sweeper. The City solicited competitive sealed bids from interested providers for the procurement of this equipment. The received bids were opened and comparatively evaluated at City Hall at approximately 11:00 a.m., on Friday, November 21, 2025. A total of three (3) bids were received, and the lowest responsible bid was for the amount of \$418,637.96 as submitted by SWS Equipment, LLC, of Spokane, WA. Such amount is approximately one percent (1.00%) below the City's estimate of \$421,000.00. City staff recommends that the City purchase this equipment from SWS Equipment, and that the Mayor be authorized to issue a purchase order for the equipment. A copy of the Bid Proposal – which will serve as the purchase order – is appended hereto (and it is part of a larger package of bidding documents) and its terms are acceptable to City staff.

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

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

Date:	Action Taken:
9/24/2024	Resolution No. 3150; Resolution Authorizing the Mayor and Public Works Director to Sign a Local Agency Agreement and also a Project Prospectus with the Washington State Department of Transportation (WSDOT) Relative to the Selah Street Sweeper Project

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE MAYOR TO ISSUE A PURCHASE ORDER
TO SWS EQUIPMENT, LLC, FOR A STREET SWEEPER

WHEREAS, the City was awarded funding through the Federal Highway Administration's (FHWA's) Congestion Mitigation & Air Quality (CMAQ) Grant Program Funding for the purchase of a new PM10 certified street sweeper; and

WHEREAS, the City solicited competitive sealed bids from interested contractors for the procurement of this equipment, comparatively evaluated the received bids, and determined the lowest responsible bidder to be SWS Equipment, LLC, of Spokane, Washington; and

WHEREAS, the City desires to award this project to SWS Equipment, and to issue a purchase order for the overall total cost of \$418,637.96; and

WHEREAS, the written "Bid Proposal" measuring fourteen total pages (which is part of a larger total package of bidding documents which include the specifications, bid material, and other items) has been prepared, and the terms of the proposed Bid Proposal are acceptable to City staff; and

WHEREAS, the City Council finds that good cause exists;

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 9th day of December, 2025.

ATTEST:

Roger Bell, Mayor

Courtney McGarity, City Clerk

APPROVED AS TO FORM:

Rob Case, City Attorney



CITY OF SELAH

Public Works Department
222 S. Rushmore Road
Selah, WA 98942

P: 509-698-7365
F: 509-698-7372

December 2, 2025

City of Selah
115 W Naches Ave
Selah, WA 98942

Attn: Rocky Wallace, Public Works Director

Re: City of Selah
Street Sweeper Project
Recommendation of Award

Agency Staff Recommendation of Award:

The bid opening for the above-referenced project was held in Selah City Hall's Meeting Room at 11:00 A.M. on Friday, November 21, 2025. A total of three bids were received with the low bid of \$418,637.96, being offered by SWS Equipment, LLC., of Spokane, Washington. This low bid is approximately one (1%) percent below the City's estimate of \$421,000.00.

All bid proposals of all bidders have been checked and reviewed, and agency staff recommends that the City awards a procurement contract to SWS Equipment, LLC., in the amount of \$418,637.96.

Thank you,

Matthew Taylor
Engineering Technician
City of Selah



BID SUMMARY						BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3	
Owner: City of Selah Project: City of Selah Street Sweeper Procurement Fed Aid No. CM-1155(009) Bid Opening Date: November 21, 2025						SWS Equipment, LLC P.O. Box 13040 Spokane, WA 99212		Owen Equipment 222 NE Park Plaza Dr., Ste. 230 Vancouver, WA 98684		One.7, Inc. P.O. Box 474 Ravensdale, WA 98051	
ITEM NO.	DESCRIPTION	QTY.	UNIT	ENGINEER'S ESTIMATE		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
				UNIT PRICE	AMOUNT						
1	PM-10 Certified Street Sweeper	1	EA	\$ 420,000.00	\$ 420,000.00	\$ 386,553.98	\$ 386,553.98	\$ 422,470.00	\$ 422,470.00	\$ 289,000.00	\$ 289,000.00
Bid Subtotal					\$ 420,000.00		\$ 386,553.98		\$ 422,470.00		\$ 289,000.00
8.3% Sales Tax					\$ 34,860.00		\$ 32,083.98		\$ 35,065.01		\$ 23,987.00
BID TOTAL					\$ 454,860.00		\$ 418,637.96		\$ 457,535.01		Rejected
BID REPORT						ADDITIONAL BID TOTALS					
Competitive bids were opened November 21, 2025. Recommend Award to: SWS Equipment, LLC.  _____ City of Selah 11 / 24 / 25 _____ Date						BIDDER				BID TOTAL	
						*Highlighted amounts have been corrected.					

BID PROPOSAL AND SIGNATURE PAGE

To: City of Selah
Selah, WA 98942

The undersigned hereby certifies that they have examined the bid documents and propose to furnish the following equipment in compliance with the specifications:

ITEM: One (1) New PM10 Certified Street Sweeper

Street Sweeper	\$ 386,553.98
State Sales Tax 9.1%	\$ 35,176.41 32,083.98 80
Total Bid	\$ 421,730.39 418,637.96 80

Make and Model: 2025 Schwarze A7 SE on Freightliner M2 plus chassis
Delivery Date: December 22nd

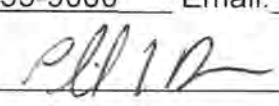
DATED this 17 day November, 2025

Company Name: SWS Equipment UBI# 601-245-968

Mailing Address: PO Box 13040 Spokane, WA 99212

Physical Address: 6515 E Nixon Ave Spokane, WA 99212

Telephone: 509-533-9000 Email: phild@swsequipment.com

Authorized Signature: 

Signature of Authorized Official(s):

Name and title

Signature

Name and title

Signature

CONTRACT PROVISIONS

Upon award, the City will issue a Purchase Order to the successful bidder. The terms and conditions of the purchase order shall govern the procurement.

The City reserves the right to reject any or all bids, to waive minor informalities, and to accept the bid deemed to be in the best interest of the City.

TECHNICAL SPECIFICATIONS

The sweeper shall meet the following minimum requirements:

- PM-10 Certified
- Regenerative air
- Minimum hopper capacity: 8 cubic yards
- Dual gutter broom system: right and left side gutter brooms capable of independent actuation
- In-cab operator controls
- Delivered fully assembled and operational

Chassis shall meet the following minimum requirements:

- Must have manufacturers service center within 30 miles of 98942
- Automatic transmission

Refer to Appendix A for full specifications.

BID BOND REQUIREMENT

Each bid or proposal must be accompanied by bond or a certified check, payable to the order of the Treasurer of the City of Selah for the sum of not less than 5% of said bid or proposal and none will be considered unless accompanied by such deposit, to be forfeited to the City of Selah in the event the successful bidder shall fail or refuse to enter into a contract with the City for the making and construction of the aforesaid equipment. All bids or proposals must be in writing on the form bound in Appendix A, sealed and filed with the Clerk on or before the day and hour above mentioned.



QUOTE PROPOSAL

PREPARED FOR:

Rocky Wallace
City of Selah
rocky.wallaca@selahwa.gov



PREPARED BY:

Phil Davison
SWS Equipments
phild@swsequipment.com

11/17/2025



QUOTE PROPOSAL

TABLE OF CONTENT

■ ABOUT SWS	01
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ABOUT

SWS EQUIPMENT

Discover the SWS Advantage: Exceptional Equipment Sales, Service, and Parts for Over 33 Years!

Your one-stop destination for exceptional equipment sales, service, and rentals. With over 33 years of experience serving multiple industries, we've become experts in providing top-of-the-line products and unwavering support.

Since our establishment in Spokane, WA, in 1990, we've continuously expanded our product lines, offering everything from compaction and baler products to refuse bodies, street sweepers, snow blowers, and more. We've opened full-service and parts facilities in Tacoma, WA, and Wilsonville, Oregon to better serve our growing territories.

But that's not all. In 2021, we joined forces with Pacific Northwest-based family office investors, securing a significant growth investment. This partnership provides us with invaluable resources to propel our growth for years to come.

Here at SWS, our customers always come first. Our commitment to ethical business practices, cutting-edge equipment, and a progressive mindset sets us apart from the rest. We offer a wide selection of new and used refuse trucks, compactors, balers, sewer trucks, street sweepers, snow blowers, and more. Plus, with five service locations and 18 mobile service trucks, we're never far away when you need us. And we have four fully stocked parts departments, complete with a dedicated team ready to supply the parts you need.

Choose SWS for unmatched service, exceptional equipment, and a partnership that ensures your success. Experience the winning combination that sets us apart from the competition.

OUR TEAM



Phil Davison

Phil has been with SWS for over 15 years. He has over 25 years' industrial sales experience. Prior to SWS, Phil was very successful as a National Accounts Rep selling truck parts to "Top 100" trucking fleets. He has brought this success to SWS by growing and developing his territories. Phil's territories consist of Eastern Washington and all of Idaho. Phil sells snow blowers, street sweepers, compactors, balers, refuse trucks, sewer trucks, street sweepers and sewer inspections camera trucks.



02

SERVICE TEAM

Certified Technicians for All Brands

At SWS, we're not your ordinary service department. We take immense pride in providing exceptional customer service that goes the extra mile. Our team of certified technicians isn't just skilled at taking care of your equipment - they're passionate about it. They possess a wealth of knowledge that they're more than happy to share with our valued customers. And here's the best part - we don't just have three full-service locations; we also offer convenient mobile service. Not to mention, we service all brands of street, waste, and sewer equipment, not just the ones we sell. With a fleet of fully stocked service trucks at each location, we cover Washington, Idaho, Montana, and Oregon. So, when you find yourself in need of a top-notch technician for your street, waste, or sewer equipment, remember to give SWS a call. We've got you covered!

03

PARTS TEAM

Three Convenient Locations for All Your Parts Needs

Discover our wide range of high-quality parts that guarantee uninterrupted operation and boost productivity. From wearable parts and accessories for various machinery like compactors, balers, and street sweepers to innovative equipment such as pipeline inspection cameras and hydro-excavation trucks, we have it all. Need gripper pads, joysticks, or hydraulic pumps? Look no further. Our dedicated team of experts across three convenient locations takes pride in delivering exceptional service and ensuring you get the right part promptly. Contact us today to discuss your parts requirements and enjoy the convenience of our Washington, Idaho, Montana, and Oregon locations.

OUR

LOCATIONS



**FOUR LOCATIONS SERVING WASHINGTON, IDAHO,
MONTANA, OREGON, ALASKA**



SPOKANE, WA

6515 E Nixon Ave,
Spokane, WA 99213



TACOMA, WA

13502 Pacific Ave S
Tacoma, WA 98444



WILSONVILLE, OR

28120 SW Boberg Rd
Wilsonville, OR 97070



BOISE, ID

7557 W Mossy Cup Street
Boise, ID 83709



OUR SERVICES

SALES • SERVICE • PARTS
STREET, WASTE & SEWER EQUIPMENT



SALES & RENTALS

At SWS, we aim to go above and beyond in delivering top-notch equipment sales, reliable service, and top-quality parts. Our goal is to help our customers get the most out of their investment!

We've got everything from marathon compactors and balers to Labrie refuse trucks, Larue snow blowers, Ibak RapidView pipeline inspection cameras, Sewer Equipment trucks, and more! Whether you're looking to purchase or rent, we have a wide range of options to suit your needs.



SERVICE & MAINTENANCE

Experience extraordinary customer service like never before at SWS. Our team of certified technicians not only excels at taking care of your equipment, but they are truly passionate about it. They have a wealth of knowledge that they are eager to share with our valued customers. And the best part? We don't just have three full-service locations - we also provide convenient mobile service. Plus, we service all street, waste, and sewer equipment brands, not just the ones we sell. With fully stocked service trucks at each location, we cover the Washington, Idaho, Montana, and Oregon areas. Get exceptional service and expertise at SWS.



PARTS

Unlock a world of high-quality parts that supercharge productivity and ensure smooth operation. Explore our extensive range, from wearables and accessories for machinery like compactors, balers, and street sweepers to cutting-edge equipment like pipeline inspection cameras and hydro-excavation trucks. Gripper pads, joysticks, hydraulic pumps - we have everything you need and more. With our team of dedicated experts across three convenient locations, rest assured you'll receive exceptional service and the right part delivered promptly.



SWS Equipment, LLC.

QUOTE

Four Locations Serving Washington, Idaho, Montana, Oregon

All Correspondence Remit: PO Box 13040, Spokane, WA 99213

800-892-7831 ~ Fax 509-533-1050 ~ phild@swsequipment.com

www.SWSequipment.com

Quote To:
City of Selah
Rocky Wallace
rocky.wallaca@selahwa.gov
Phone: 509-571-5445
Cell: 509-571-5445

Ship To:
222 South Rushmore Road
Selah, WA 98942

Bill To:
115 West Naches Avenue
Selah, WA 98942

Quote #: 3324.1
Date: 11/17/2025
Sales Rep: Phil Davison
FOB: Destination
Ship Via: Bestway
Est. Ship Date: 4 to 6 weeks
Term: Net 30

Stock #230116

Serial Number: 25A7SE730

VIN:3ALACXFC3SDVL2248

Qty	Description	Unit Price	Ext. Price
1	Schwarze A7 Tornado Single Engine M2, 240 hp VPD sweeper drive. Standard Options: SWEEPER ENGINE. Fuel water separator. Safety engine shutdown device. Battery and 50 gallon fuel tank shared with chassis. 160 amp alternator. High capacity air cleaner. HYDRAULIC SYSTEM. 25 gallon vented hydraulic reservoir w/shut-off valves. Tank mounted level and temperature indicator. Hydraulic pressure, 2500 psi. In-tank 10 micron return filter with in-cab indicator. 9000 BTU oil to air radiator type oil cooler. 12-volt DC hydraulic backup system. DUST SEPERATOR. Centrifugal dust separator, 29000 cu in with 1680 sq in door. HOPPER. Mild Steel, 8.4 CuYd, 7 CuYd usable Capacity. Screens - 5615 square inches, saw tooth design. Twin dumping cylinders, 51 degrees. Rear door hydraulically opened, closed and locked. Dual 20 in X 32 in watertight inspection doors, 1 left, 1 right. External weatherproof dump switches. Shroud enclosing the blower system. BLOWER. Closed face turbine 10 curved blades, 32.75 in dia. by 5 in wide. 500 Brinell hardness abrasion resistant steel. Fully balanced within 1.5 grams on both sides. Vacuum enhancer w/indicator in cab. Remote grease lines for fan bearing. PICKUP HEAD. 90 in x 36 in Sweeping Head with Rubber Blast Orifice. 3/8 in thick, 14 in dia Pressure hose, 14 in Suction Hose. Sweeps-in-Reverse. Doublewide full length carbide drag shoes Warranted against wear-out, two years/2000 hours, prorated. DUST CONTROL SYSTEM. Twin Electric diaphragm water pumps with inlet restriction indicator. Water tank capacity 480 gallons, polyethylene. 25-foot long fire hydrant fill hose. 50 mesh cleanable filter with shut off valve. Water spray nozzles shall be provided as follows: Five at pickup head, two nozzles inside hopper. Two at gutter broom, per option selected. Two nozzles in suction tube, two at front axle. An air purge system for flushing water lines. OPERATING CONTROLS. Sweeper power control with auto throttle standby. Broom deploy, tilt and speed. Head up/down or leaf bump, sweep in reverse. Dust control water by zone. Hopper dump - in cab and at side broom. Sweeper lighting and beacons. INSTRUMENTS. Full color hi-res display with the following: Water level, broom speed, hopper load, vacuum enhancer position. Sweeper and drive system diagnostics. Hopper tilted and door open indicator. Swiveling console for left or right sweeping. Hyd. temp. & filter restriction. SAFETY EQUIPMENT. Two body props to lock hopper in raised position. Rear Amber LED Strobe With Guard. 2 rear yellow alternating LED flashing lights. Slow moving vehicle emblem, backup alarm, 5-lb fire extinguisher, and a warning triangle kit. Rear view camera. SWEEPER WARRANTY. VPD Device 36 months, unlimited hours. Chassis sweeper engine 36 Months. Sweeper hydraulic pumps and fittings 5 years. Sweeper hydraulic motors and valves 2 years.	\$ 230,463.00	\$ 230,463.00
1	CHASSIS: FL M2+ 164" Dual Steer 48 States Non Carb	\$ 133,983.98	\$ 133,983.98
1	Standard w/ rubber blast orifice		
1	Gutter Broom, Dual W/Power Tilt and variable speed	\$ 11,305.00	\$ 11,305.00

Qty	Description	Unit Price	Ext. Price
1	Standby, Full w/Throttle Ramp		
1	Variable Speed Gutter Broom(s)		
1	14 Point Standard Remote grease manifold		
1	Camera System, Four w/ Split Screen (Location: Camera Locations: Rear, Suction Head Curbside, Suction Head Street Side, and Street Side Gutter Broom	\$ 1,510.00	\$ 1,510.00
1	Water Tank, Standard 470G		
1	Water Tank Low Level Alarm & Ind.		
1	Spray Bar, Hopper Add. 7 Nozzles	\$ 1,110.00	\$ 1,110.00
1	Spray Bar, Front	\$ 1,060.00	\$ 1,060.00
1	Additional 100 gallon rear stainless steel tank	\$ 5,135.00	\$ 5,135.00
1	Water Fill Inline Y Strainer	\$ 629.00	\$ 629.00
1	Hopper, 8.4 CuYd Carbon Steel, Drop Down Screens		
1	Auto Drop Down Screens (All Hoppers)	\$ 2,115.00	\$ 2,115.00
1	Hopper Dump Assist Shaker	\$ 2,148.00	\$ 2,148.00
1	Hand Hose - None		
1	Hopper Deluge, Conical Spray	\$ 1,645.00	\$ 1,645.00
1	Load Weight Alarm & Indicator		
1	Hopper Up Alarm & Indicator		
1	Hopper Door Open Indicator		
1	Hopper Drain - None or		
1	Hopper, High Strength Stainless Steel ~LIFETIME WARRANTY~	\$ 10,084.00	\$ 10,084.00
1	Strobe, Rear W/Guard		
1	Paint, Standard		
1	Decal Kit		
1	Mirror, 12" Parabolic, Set	\$ 590.00	\$ 590.00
1	Schwarze Warranty: STANDARD- 1 Year or 1200 hours		
1	Cummins Engine Warranty 2 year / 2,000 Hour warranty		
1	SWS Discount	\$ -27,000.00	\$ -27,000.00
1	Factory Mechanic Training - Includes transportation and Hotel	\$ 2,500.00	\$ 2,500.00
Subtotal		\$ 377,277.98	\$ 377,277.98
Qty			
1	Extra Hydraulic Filter - Change at 50 Hours		
1	Body Pre-Delivery Inspections		\$ 1,476.00
1	Freight to SWS from Schwarze Factory		\$ 6,000.00

Qty		
1	Freight to Selah, WA	\$ 1,800.00
		Subtotal \$ 9,276.00
		Total \$ 386,553.98
Sales Tax (\$)		\$ 35,176.41
		Grand Total \$ 421,730.39

QUOTE VALID FOR 30 DAYS

PRICING IS SUBJECT TO CHANGE BASED ON CURRENT MATERIALS AND AVAILABILITY. APPLICABLE SALES TAX
NOT INCLUDED UNLESS OTHERWISE NOTATED - AMOUNT BASED ON FINAL INVOICE DATE.
ANY IMPLIED WARRANTY AS PER THE MANUFACTURER'S STANDARD WRITTEN WARRANTY PAYMENT DUE UPON
COMPLETION OF WORK OR AS SPECIFIED ABOVE

*Due to a high level of uncertainty with regard to pricing changes from our vendors and the freight industry, the price and freight charges on this document may be
adjusted prior to shipping.*

Signature: _____ Printed Name: _____ Date: _____



OUR CONTACT INFORMATION

COMPANY

Toll-Free 1-800-892-7831
Direct 1-509-533-9000
Fax 1-509-533-1050
customerservice@swsequipment.com

SERVICE & MAINTENANCE

Toll-Free 1-800-892-7831
Direct 1-509-533-9000
service@swsequipment.com

SALES

Toll-Free 1-800-892-7831
Direct 1-509-533-9000
sales@swsequipment.com

PARTS

Toll-Free 1-800-892-7831
Direct 1-509-533-9000
parts@swsequipment.com

MAILING ADDRESS

PO Box 13040
Spokane, WA 99213

www.SWSequiment.com



OUR AGREEMENT

PLEASE REVIEW THIS PROPOSAL IN DETAIL, AS WELL AS THESE TERMS AND CONDITIONS PRIOR TO SIGNING. WE WANT TO ENSURE YOU ARE 100% COMFORTABLE WITH EVERYTHING PRESENTED.

- 01 If you have any questions, don't hesitate to contact me at 800-892-7831 or phild@swsequipment.com for clarification or further discussion of the proposal.
- 02 Once you are ready to proceed, please sign below.
- 03 Once signed, you will receive an email with the completed proposal for your records.
- 04 We will be in touch shortly with details on moving forward with this service.
- 05 By signing below, I agree to pay the quoted amount.

Accepted By: City of Selah

Rocky Wallace

Presented By: SWS Equipment, LLC

Phil Davison, Territory Sales Manager



Selah City Council

Regular Meeting

AGENDA ITEM SUMMARY

Meeting Date: 12/9/2025

Agenda Number: 10L

Action Item

Title: Resolution Declaring Specified Personal Property Items as Surplus, and Authorizing their Disposition, Sale and/or Recycling

From: Rocky Wallace, Public Works Director

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: No financial outlay.

Funding Source: N/A

Background/Findings/Facts: The Public Works Department (PW) is in the process of reducing the number of used parts in its laydown area.

PW desires to surplus the following personal property items:

- One (1) Meyers Sewer Pipe Cleaner;
- One (1) hand crank generator with trailer;
- Two (2) snowplows;
- Five (5) floats;
- One (1) Solar Bee;
- One (1) boat trailer;
- Three (3) pallets of motors and valves;
- Five (5) file cabinets;
- One (1) desk;
- One (1) steel tank;
- One (1) 1985 trailer (vin WA78106722);
- One (1) Landa pressure washer; and
- One (1) lot of appliances and scrap metal.

The attached proposed Resolution will – if approved – authorize City staff to sell the above-listed items via an outside vendor and/or to recycle some or all of them as scrap metal.

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

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

Date:	Action Taken:

RESOLUTION NO. _____

RESOLUTION DECLARING SPECIFIED PERSONAL PROPERTY ITEMS AS SURPLUS,
AND AUTHORIZING THEIR DISPOSITION, SALE AND/OR RECYCLING

WHEREAS, the Public Works Department desires to surplus multiple personal property items, specifically:

- One (1) Meyers Sewer Pipe Cleaner;
- One (1) hand crank generator with trailer;
- Two (2) snowplows;
- Five (5) floats;
- One (1) Solar Bee;
- One (1) boat trailer;
- Three (3) pallets of motors and valves;
- Five (5) file cabinets;
- One (1) desk;
- One (1) steel tank;
- One (1) 1985 trailer (vin WA78106722);
- One (1) Landa pressure washer; and
- One (1) lot of appliances and scrap metal.

; and

WHEREAS, in their present condition, the above-listed items have a *de minimis* value – both individually and cumulatively – and the City no longer has any need for them; and

WHEREAS, Public Works desires to have the above-listed items declared surplus by the City Council consistent with its general powers under RCW 35.A.11.010 and other applicable law, and further desires to receive authorization to dispose of, sell and/or recycle the items as City staff sees fit; and

WHEREAS, the City Council finds that good cause exists;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the City Council does hereby declare and authorize: (a) that the above-listed items are surplus and have *de minimis* value; (b) that City staff may dispose of, sell and/or recycle such items without further approval or action by the City Council, each and all for whatever maximum price or return value can be obtained; and (c) that any net sale proceeds or other resultant revenues shall be deposited into the Street Fund (110), Water Fund (411) and/or Sewer Fund (415) in appropriate respective amounts.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 9th day of December, 2025.

Roger Bell, Mayor

ATTEST:

Courtney McGarity, City Clerk

APPROVED AS TO FORM:

Rob Case, City Attorney



CITY of SELAH
SERVICE • PRIDE • DEDICATION
FOR OFFICIAL USE ONLY

High Volume
SEWER CLEANER



ResMart
Plan Your Way

RECTOR

SELAN FIRE DEPT.



Meyer
SNOW PLOWS
MODEL 40-10
PART 1 1238

















 **Rockwell** FLEXIBLE
PIPE CLEANING
MACHINE







WASHINGTON EXEMPT
D-36002

SULLIVAN

TURN SWITCH TO RIGHT ONLY



WAYNE

CAUTION: PRECAUTION
USE ONLY RECOMMENDED
WASHING LIQUIDS
FOR YOUR MACHINE

LANDA
Gold Series
COMMERCIAL PRESSURE WASHERS







Selah City Council

Regular Meeting

AGENDA ITEM SUMMARY

Meeting Date: 12/9/2025

Agenda Number: 10M

Action Item

Title: Resolution Authorizing the Public Works Department to Purchase a New John Deere Backhoe and, also, Declaring an Existing 1992 John Deere 310D Backhoe as Surplus and Authorizing it to be Traded In as Part of the Purchase

From: Rocky D. Wallace, Public Works Director

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: \$173,029.82 (which is inclusive of sales tax)

Funding Source: 110 (Street Fund); 411 (Water Fund); and 415 (Sewer Fund)

Background/Findings/Facts: The City's 1992 model year 310D John Deere Backhoe is nearing the end of its useful life. Having a well-functioning backhoe is critical, because it is used quite extensively by the Public Works Department and is the only vehicle/piece of equipment that is capable of performing certain functions.

A quotation has been received and shows that the cost of a new 410 P-Tier John Deere backhoe should prove to be \$173,029.82 (inclusive of sales tax). The City's adopted 2026 budget – via Ordinance No. 2261 – already includes sufficient monies that were specifically designated for this contemplated purchase.

The new backhoe would be purchased from Pape Machinery, via the Sourcewell purchasing cooperative.

The attached proposed Resolution will, if approved, authorize Public Works to purchase the new backhoe and, also, to trade in the existing backhoe as part of the purchase.

The City's existing backhoe will be retained until after the replacement is physically obtained.

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).

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE PUBLIC WORKS DEPARTMENT TO PURCHASE A JOHN DEERE BACKHOE AND, ALSO, DECLARING AN EXISTING 1992 JOHN DEERE 310D BACKHOE AS SURPLUS AND AUTHORIZING IT TO BE TRADED IN AS PART OF THE PURCHASE

WHEREAS, the City desires to replace its existing 1992 model year John Deere 310D Backhoe (Product Identification Number T031DB778429), because it is nearing its useful life, is used quite extensively by the Public Works Department, and is the only vehicle/piece of equipment that is capable of performing certain functions; and

WHEREAS, the cost of a replacement 410 P-Teir John Deere Backhoe is expected to be \$173,029.82 (inclusive of sales tax and trade-in credit), as set forth on a quotation that the City has received (which is labeled Quote Id 1298595); and

WHEREAS, to purchase the new backhoe the Public Works Department would utilize the Sourcewell purchasing cooperative, which is a governmental agency based in Minnesota that provides assistance to municipal entities throughout the United States; and the backhoe would most likely be purchased from Pape Machinery, which has a location in Yakima, Washington; and

WHEREAS, the City Council finds that good cause exists to proceed with this transaction;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, (a) that the 1992 John Deere 310D Backhoe (Product Identification Number T031DB778429) be and is declared to be surplus and is authorized to be traded-in as part of the purchase; and (b) that the Public Works Department be and is authorized to purchase and acquire a 410 P-Teir John Deere backhoe for a maximum price of \$173,029.82 (inclusive of cost) or any lesser amount that might prove possible; and (c) that the Public Works Director and/or his designee be and are authorized to sign any documents and to undertake any actions that are necessary to effectuate such purchase.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 9th day of December, 2025.

Roger Bell, Mayor

ATTEST:

Courtney McGarity, City Clerk

APPROVED AS TO FORM:

Rob Case, City Attorney

Prepared For

CITY OF SELAH PUBLIC WORKS
DEPT
115 W NACHES AVE
SELAH, WA 989421303
(509) 698-7327

Prepared By

Michael Perchalski
Pape Machinery, Inc.
2209 Terrace Heights Rd
Yakima, WA 98901
mperchalski@papemachinery.com

Quote Id 1298595

Creation Date 13-Nov-2025

Expiration Date 17-Apr-2026

410P





JOHN DEERE

Prepared For

CITY OF SELAH PUBLIC WORKS
DEPT
115 W NACHES AVE
SELAH, WA 989421303
(509) 698-7327

Prepared By

Michael Perchalski
Pape Machinery, Inc.
2209 Terrace Heights Rd
Yakima, WA 98901
mperchalski@papemachinery.com

Quote Id 1298595

Creation Date 13-Nov-2025

Expiration Date 17-Apr-2026

Customer Notes

This sale is subject to Papé's Terms and Conditions of Sale effective on the date hereof, which are incorporated in full by this reference. The Terms and Conditions of Sale are available at www.pape.com/terms, and will also be sent by mail or e-mail to the purchaser upon request.

Quote Summary

Equipment Summary	QTY In Group
410 P-Tier Backhoe Loader	1
Equipment Total	\$169,712.80
Trade In Summary	Extended
1992 John Deere 310D	\$9,500.00
Final Trade Allowance	\$9,500.00
Quote Summary	
Total Selling Price	\$169,712.80
Total Trade-In Allowance	(\$9,500.00)
Trade Difference	\$160,212.80
Sales - (8.0%)	\$12,817.02
Sub-total	\$173,029.82
Balance Due	\$173,029.82

Salesperson : X _____

Accepted By : X _____



Selling Equipment

Quote # 1298595
Customer CITY OF SELAH PUBLIC WORKS DEPT

410 P-Tier Backhoe Loader		QTY In Group : 1
Equipment Notes	Sourcewell Contract #011723-JDC	Selling Price
Hours	- - -	\$169,712.80
Serial Number	- - -	
Stock Number	- - -	
PUK Parent Serial #		

Equipment Summary			
Code	Description	Qty	Adjusted Selling Price
17E1T	410 P-Tier Backhoe Loader	1	\$216,513.00
Base / Options			
Code	Description	Qty	Adjusted Selling Price
0202	United States	1	\$0.00
0351	Translated Text Labels	1	\$0.00
0259	English	1	\$0.00
0606	Level 2 Cab	1	\$1,703.00
0652	Level 2 Performance Package	1	\$2,863.00
0950	Less Vision System	1	\$0.00
1210	Premium Package Radio	1	\$527.00
183N	JDLink™	1	\$0.00
3009	Autoshift Transmission - Mechanical Front Wheel Drive (MFWD) with Limited Slip Differential	1	\$0.00
4006	John Deere 4.5L - FT4/Stage IV	1	\$0.00
5250	Galaxy 21L-24 12PR Rear & 12.5/80-18 10PR Front	1	\$0.00
6155	Dual Batteries with Disconnect and Jump Post	1	\$314.00
6752	Extendible Dipperstick	1	\$9,161.00
6577	1250 lb. (567 kg.) Front Counterweight	1	\$1,972.00
7002	Auxiliary Hydraulics with One & Two Way Flow (Hammer & Thumb/Swinger)	1	\$6,817.00
7028	Pilot Controls, Two Lever, with Pattern Selection	1	\$0.00

7040	Three-Function Loader Hydraulics, Single Lever	1	\$3,579.00
7806	24 in. (611 mm.) Heavy-Duty Bucket, 6.9 cu. ft. (0.20 cu. m.)	1	\$2,326.00
7704	Deere Standard Quick Coupler - 42 in. Thumb Ready	1	\$1,808.00
7861	92 in. (2.35 m.) Multi-Purpose Bucket, 1.31 cu. yd (1.00 cu. m.)	1	\$12,770.00
8096	Premium Mirrors - Exterior Rear View Mirrors (2) and Front View Mirror (1)	1	\$203.00
8109	Flip-down Front Sun Visor	1	\$104.00
8075	Diagnostic Oil Sampling Ports	1	\$499.00
8165	Auto Ride Control	1	\$2,557.00
8027	Thumb - 42 in. 4 Tine	1	\$7,043.00
Total Base / Options			\$270,759.00

Customer Discounts

Description	Discount Amount
Total Discounts	(\$101,046.20)
Total Selling Price	\$169,712.80



JOHN DEERE

Trade-Ins

1992 John Deere 310D

Trade-In Notes	- - -
Serial Number	T0310DB778429
Stock Number	

Description	Net Trade Value
1992 John Deere 310D	\$9,500.00
Pay Off	\$0.00
Total	\$9,500.00



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 12/9/2025

Agenda Number: 10N

Action Item

Title: Resolution Authorizing the Public Works Department to Purchase a New Pontoon Boat

From: Rocky D. Wallace, Public Works Director

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: \$7,075.19 (which is exclusive of sales tax)

Funding Source: 415 (Sewer Fund)

Background/Findings/Facts: The City's current rowboat is not safe for wastewater operators to utilize while performing work in the pretreatment lagoon.

Three quotations for a replacement boat have been received, and the lowest qualifying bid (by Pond King, Inc., from Gainesville, Texas) is for the amount \$7,075.19 (exclusive of tax). The City's adopted 2026 budget – via Ordinance No. 2261 – already includes sufficient monies that were specifically designated for this contemplated purchase.

The attached proposed Resolution will, if approved, authorize the Public Works Department to purchase the replacement boat.

The existing boat will be retained until after the replacement truck is physically obtained, and the existing boat will then either kept as a backup or will be later declared to be surplus and then disposed of in a commercially reasonable manner.

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).

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE PUBLIC WORKS DEPARTMENT TO PURCHASE A
NEW PONTOON BOAT

WHEREAS, the City desires to acquire a replacement for its existing rowboat, because the existing boat is not safe for staff to use while working on equipment in the pretreatment lagoon; and

WHEREAS, the Public Works Department solicited and obtained three price quotations, and the lowest qualifying bid was by Pond King, Inc., for the amount of \$7,075.19 (exclusive of sales tax); and

WHEREAS, the quoted price is acceptable to City staff; and

WHEREAS, the existing boat will be retained until after the replacement boat is physically obtained, and the existing boat will then either be kept as a backup or will later be declared to be surplus and then disposed of in a commercially reasonable manner; and

WHEREAS, the City Council finds that good cause exists to proceed with this transaction;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, (a) that the Public Works Department be and is authorized to purchase and acquire a pontoon boat for a maximum price of \$7,075.19 (exclusive of sales tax) or any lessor amount that might prove possible; and (b) that the Public Works Director and/or his designee be and are authorized to sign any documents and to undertake any actions that are necessary to effectuate such purchase.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 9th day of December, 2025.

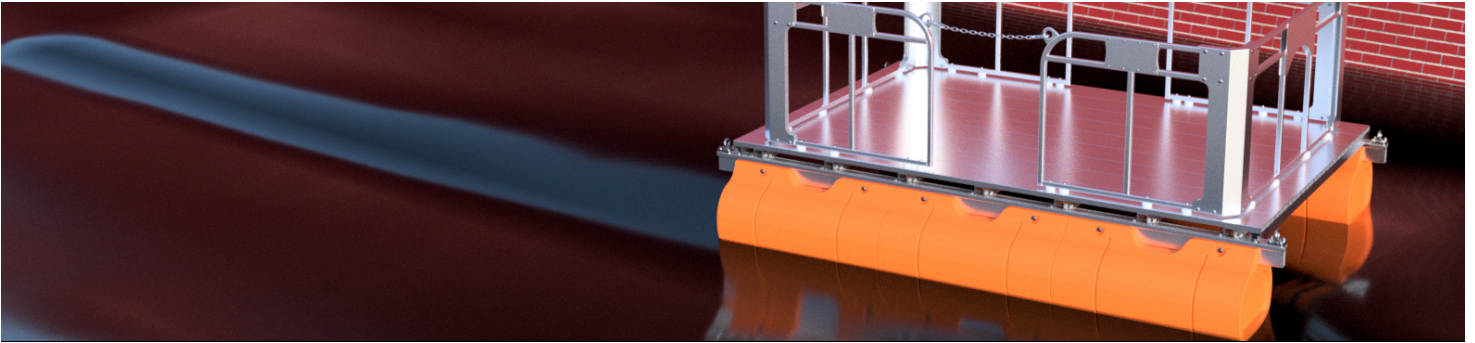
Roger Bell, Mayor

ATTEST:

Courtney McGarity, City Clerk

APPROVED AS TO FORM:

Rob Case, City Attorney



WORK PLATFORM

HOW OUR KITS WORK

Our bolt-together pontoon work platforms are a sturdy, easy to transport solution for those who need to work on low bridges, dams, or perform maintenance in lagoons. Our kits all use our rugged HDPE plastic floats, which is the same material that drop-in truck bed liners are made from, so you don't have to worry about dents or corrosion. These floats are especially great if your floating service platform will be working in salt water or a hazardous environment.

Our work platform kits float on super durable, foam filled HDPE plastic floats that simply can't sink. Each of our kits use multiple independently sealed float sections, so our platforms are safe as possible. Our frames consist of two custom extrusions that make for a strong, yet light weight structure, and include all the stainless hardware required to put them together. The backbone of the design is our main beam extrusion, which is a 6000 series aluminum component that has two slots that accept standard 3/8" square nuts. This allows our crossmembers to bolt in place anywhere you need them. Our pontoon platform kits include a bolt-together frame system and floats, and the only holes you have to drill are for mounting the floats themselves due to minor possible variations of the molded plastic floats.

Why run a bolt-together kit? It means that you can build your platform just as you'd like! Also, you can build it just about anywhere and we can ship it to you for a reasonable cost. Typically, both the frame and floats ship from us in NH, but in some cases, the floats will ship directly from the plastics factory in WI. Local pick-up from our home base in NH is also an option with prior arrangements. Also, YES, our frame systems come with spare nuts, bolts, and washers. We all know how annoying it is to misplace a couple pieces of hardware. We don't want anyone to be stuck on their project because a couple nuts or bolts escaped during assembly.

We have thorough assembly instructions for our mini work platform kits, as well as full CAD models available to download. If you need additional information, just ask!

Please see the [SHIPPING](#) and [FAQ](#) section at the bottom of this page for shipping details and other common questions.





6'x9' BLUNT WORK PLATFORM

\$4580 FOR FRAME & FLOATS
\$6130 WITH DECKING

Our 6'x9' floating work platform kit is perfect for those who need to get into tight spaces. This light weight mini pontoon work barge uses our 18" wide floats, is easy to transport with its compact design, and goes together in just a few hours. These little boats are ideal for working on low bridges, dams, or for mounting test equipment.

With our aluminum decking package, this compact pontoon work platform weighs in at just 392 pounds and has a capacity of 526 pounds (rated at half submersion of the floats). Our kit comes with all the required hardware, is available with or without aluminum decking, and we have super thorough assembly instructions here on our website. These kits are available with black and orange floats.

This kit typically has a 1-3 week lead time and shipping IS NOT included in our price. Please ask for a freight quote before placing your order.

[FRAME & FLOATS ASSEMBLY INSTRUCTIONS](#)

[DECKING INSTALLATION INSTRUCTIONS](#)

[FENCE INSTALLATION INSTRUCTIONS](#)

[CAD FILES FOR 6X9 WORK PLATFORM](#)

Pontoon width	18"
Overall width	87"
Overall length	109"
Platform width	72"
Platform length	109"
Frame & float kit weight	319 lbs.
Frame & hardware kit only weight	143 lbs.
Weight of optional decking package	118 lbs.
Weight of full kit w/AL decking	437 lbs.
Weight of floats only	176 lbs.
Capacity of floats	900 lbs.*
Capacity of frame & float kit	757 lbs.*
Capacity of full kit w/AL decking	639 lbs.*

*Above capacities are rated at half submersion of the floats.



SHIPPING IS NOT INCLUDED in our pricing, so please contact us for a shipping quote before placing your order.

6'x9' PLATFORM W/ORANGE FLOATS & DECKING- \$6130

ADD TO CART



6'x12' BLUNT WORK PLATFORM \$5770 FOR FRAME & FLOATS \$7340 WITH DECKING

The second smallest floating work platform that we offer, our 6'x12' mini blunt work barge uses our 18" wide floats, provides a bit more capacity, and has ample real estate to hold your gear and workers while retaining it's compact design. These little boats are ideal for working on low bridges, dams, or for mounting test equipment.

With our aluminum decking package, this mini pontoon work platform weighs in at only 514 pounds and has a capacity of 710 pounds (rated at half submersion of the floats). Our kit comes with all the required hardware, is available with or without aluminum decking, and we have super thorough assembly instructions here on our website. These kits are available with black and orange floats.

This kit typically has a 1-3 week lead time and shipping IS NOT included in our price. Please ask for a freight quote before placing your order.

FRAME & FLOATS ASSEMBLY INSTRUCTIONS

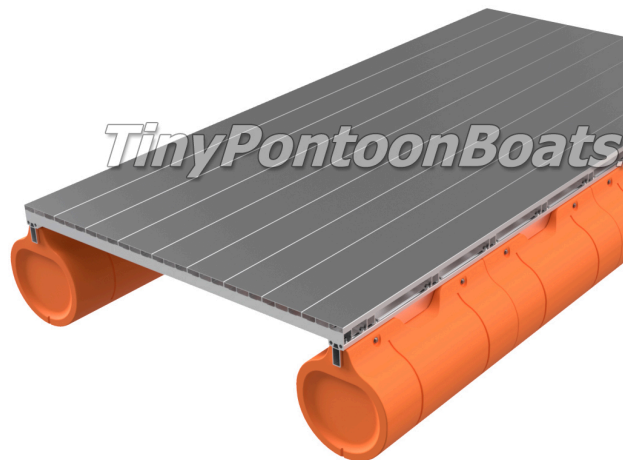
DECKING INSTALLATION INSTRUCTIONS

FENCE INSTALLATION INSTRUCTIONS

CAD FILES FOR 6X12 WORK PLATFORM

Pontoon width	18"
Overall width	87"
Overall length	145"
Platform width	72"
Platform length	145"
Frame & float kit weight	417 lbs.
Frame & hardware kit only weight	182 lbs.
Weight of optional decking package	157 lbs.
Weight of full kit w/AL decking	574 lbs.
Weight of floats only	235 lbs.
Capacity of floats	1200 lbs.*
Capacity of frame & float kit	1018 lbs.*
Capacity of full kit w/AL decking	861 lbs.*

*Above capacities are rated at half submersion of the floats.



CART & CHECKOUT

Silver Lake Fabrication & TinyPontoonBoats.com



By making your purchase and submitting payment through our shopping cart, you are acknowledging and agreeing to our universal PURCHASE AND SALES agreement. [CLICK HERE](#) to view the SilverLakeFabrication.com purchase and sales agreement and [CLICK HERE](#) to view the TinyPontoonBoats.com purchase and sales agreement, as well as other company policies. Failure to read or be aware of our policies *does not* deem them void.

Please be aware that prices listed on TinyPontoonBoats.com DO NOT include the cost of shipping due to most of our items shipping via truck freight, for which an appropriate automated shipping calculator is not available. THIS IS STATED ON ALL PRODUCT PAGES. Floats, even if picked up at our NH location, WILL have a freight cost assigned. With prior arrangements, other items listed on TinyPontoonBoats.com are able to be picked up at our location in NH with no additional charge.

Remove	Product	Options	Price	Quantity	Subtotal
☐	6x9 BLUNT WORK PLATFORM KIT	Option: 6 ft. x 9 ft. blunt end pontoon work platform kit with ORANGE 18 in. floats W/ALuminum decking	6,130.00	1	6,130.00

Shipping Destination

Country:

Postal Code:

Subtotal: \$6,130.00

Tax: \$0.00

Shipping & Handling

Please enter postal code for rates

Total: \$6,130.00

[Update Cart](#)

[Continue Shopping](#)

[Continue Checkout](#)

**POND KING, INC.**

5924 West US Highway 82
Gainesville, TX 76240-1790
(940) 668-2573
www.pondking.com

Estimate

ADDRESS

Eric Neumeyer
City of Selah
Waste Water Div.
Selah, WA. 98942

SHIP TO

Eric Neumeyer
City of Selah
Waste Water Div.
Selah, WA. 98942

ESTIMATE

7998

DATE

11/15/2025

EXPIRATION

02/15/2026

DATE**SALES REP**

KAL

CONTACT PHONE NUMBER

509-698-7321

DESCRIPTION	QTY	RATE	AMOUNT
Pond King Patriot - (4) 5' L x 14" pontoons; 8'x4' Marine-Grade Plywood Deck w/Red Carpet; includes: rear transom motor mount, 2 Grey/Blue All-Weather seats & 3/4" pullout posts, 6" kick rail	1	3,759.00	3,759.00
Powder Coated, Aluminum Deck Upgrade for Patriot Pontoon boat	1	600.00	600.00
Upgrade to 16" High Powder Coated Aluminum Tall Rail	1	329.00	329.00
Power Setup for Patriot: 45 lb. MinnKota Endura Max tiller trolling motor (has battery indicator), circuit breaker, and battery box with a wired plug	1	519.00	519.00
Shipping Residential Motor Freight - includes residential delivery; notify prior & lift gate. Customer must have room for semi to get in and out of property easily.	1	1,803.19	1,803.19
Filing Fee/Inventory Tax	1	65.00	65.00
SUBTOTAL			7,075.19
TAX			0.00
TOTAL			\$7,075.19

Accepted By

Accepted Date

A 3.5% convenience fee will be added to all credit card payments. ACH payments can be made with no fees.

Since many of our products are custom builds, we are unable to return or offer refunds on any custom orders. There will be a 20% restocking fee (excluding sales tax, shipping & fees) on any standard orders that are returned. See complete policy at www.pondking.com/pages/store-policy-faqs.

AG DRYER SERVICES, INC.

5425 52ND RD
PO BOX 450
ELM CREEK, NE 68836
(308)856-4636

Quote

Date	Quote #
11/18/2025	4250

Name / Address
CITY OF SELAH ROCKY WALLACE SELAH, WA 98942

Ship To

P.O. No.	Rep	Project
	BSA	

Item	Description	Qty	U/M	Cost	Total
BT0100	610 BASE BOAT 6X10 DECK HULL# AGD 2026 MODEL WITH 24" RAILINGS ALUMINUM DECK W/GREY BED LINER TIE OFF CLEATS	1	EA	5,850.00	5,850.00T
BT0200	TROLLING MOTOR ONLY TRANSOM	1	EA	0.00	0.00T
BT0500	24" RAILING	4	EA	0.00	0.00T
NON INVENT...	POWDER COAT PONTOONS, DECK, HANDRAILS	1	EA	2,200.00	2,200.00T
BT2335	SEAT PEDESTAL	2	EA	125.00	250.00T
BT5280	FISHING SEAT CHARCOAL/GRAY	2	EA	200.00	400.00T
BT2755	MINN KOTA ENDURA MAX 55 LBS SN:	1	EA	330.00	330.00T
BT2520	BOAT- MARINE/RV DEEP CYCLE BATTERY	1	EA	160.00	160.00T
SB0825	BATTERY BOX	1	EA	40.00	40.00T
FTFREIGHT	FREIGHT	1	EA	2,200.00	2,200.00T
	Sales Tax			0.00%	0.00

THIS QUOTE IS VALID FOR 7 DAYS. TO ACCEPT THIS QUOTE, PLEASE SIGN & DATE BELOW. ALSO ASSIGN A PURCHASE ORDER NUMBER IF REQUIRED.	Total \$11,430.00
	Signature _____

McGarity, Courtney

From: Brad Ackermann <brad@Agdryer.com>
Sent: Tuesday, November 18, 2025 10:15 AM
To: Wallace, Rocky
Subject: RE: Pond-Tini Quote

A 4x8 would cost the same by the time I had to charge you for the custom fab work.

Brad Ackermann
Sales | Marketing



Office 308-856-4636
Web www.pondtini.com
Email brad@agdryer.com
5425 52nd Rd, Elm Creek, NE 68836

From: Wallace, Rocky
Sent: Tuesday, November 18, 2025 12:01 PM
To: Brad Ackermann
Subject: Re: Pond-Tini Quote

Hi Brad,

Thanks for the quick turn around on the quote. Can you guys make a 8X4 platform or is the 6'X10' the smallest?

Thank you,

Rocky Wallace

Public Works Director

222 S Rushmore Rd | Selah WA 98942

☎ 509.698.7365 ☎ 509.698.7372

✉ rocky.wallace@selahwa.gov



CITY of SELAH
SERVICE | PRIDE | DEDICATION

From: Brad Ackermann <brad@Agdryer.com>
Sent: Tuesday, November 18, 2025 9:58 AM

To: Wallace, Rocky <Rocky.Wallace@selahwa.gov>

Subject: Pond-Tini Quote

Hi Rocky,

Thanks for the call. Here's a quote for a fully powder coated 6' x 10' pontoon with two seats and a trolling motor. (Including freight) I also included a sell sheet so you can see specifications. Please let me know if you'd like to make any changes.

Lead times are currently three weeks, but powder coating will add to that. You can expect it to be more like 6 weeks if we powder coat the boat.

Best,

Brad Ackermann

Sales | Marketing



Office 308-856-4636

Web www.pondtini.com

Email brad@agdryer.com

5425 52nd Rd, Elm Creek, NE 68836





Selah City Council

Regular Meeting

AGENDA ITEM SUMMARY

Meeting Date: 12/9/2025

Agenda Number: 100

Action Item

Title: Resolution Authorizing the Mayor or Public Works Director to Sign to Agreement No. PTD1273 with the Washington State Department of Transportation

From: Rocky Wallace, Public Works Director

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: No cost to City; City will receive \$104,340.00 of grant funds that will be deposited into fund 119 (Transit Fund)

Funding Source: N/A

Background/Findings/Facts: The State of Washington in its Sessions Laws of 2025, ESSB 5161 (sections 221 and 308 thereof), authorized funding for Public Transportation Programs. The City's Public Works Department was awarded some of that funding, specifically pertaining to the City's Dial-a-Ride program. A thirteen-page Agreement No. PTD1273 has been prepared, to facilitate the City receiving \$104,340.00 of grant funds. The terms of the Agreement are acceptable to City staff and City staff is seeking authorization for a City official 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:
06/17/2025	2025-2027 Paratransit/Special Needs Formula Grant Distribution Letter

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE MAYOR OR PUBLIC WORKS DIRECTOR TO SIGN AGREEMENT NO. PTD1273 WITH THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION

WHEREAS, the Washington State Department of Transportation (WSDOT) has awarded \$104,340.00 to the City, via WSDOT's 2025-2027 Biennial Consolidated Grant Program; and

WHEREAS, WSDOT has drafted a thirteen-page "Agreement No. PTD1273 between the Washington State Department of Transportation and City of Selah" in order to effectuate grant funding; and

WHEREAS, the terms of Agreement No. PTD1273 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 and/or Public Works Director be and are authorized to sign the thirteen-page Agreement No. PTD1273 in the form appended hereto.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 9th day of December, 2025.

Roger Bell, Mayor

ATTEST:

Courtney McGarity, City Clerk

APPROVED AS TO FORM:

Rob Case, City Attorney

WSDOT Contact: Kristin Melcher
WSDOT E-mail: kristin.melcher@wsdot.wa.gov
WSDOT Phone: 564-233-1354

Consolidated Grant Program Formula Operating Grant Agreement			
Agreement Number	PTD1273	Grantee:	City of Selah
Term of Agreement	July 1, 2025 through June 30, 2027		
Vendor #	SW00077170 0		222 S Rushmore Rd Selah, WA 98942-9342
UEI	GDDVBKM61PR1		
ALN # / ALN Name	N/A		
Indirect Cost Rate	No		
R & D	No		
Service Area	Yakima County	Contact:	Rocky Wallace
		Email:	rocky.wallace@selahwa.gov gov

THIS AGREEMENT, entered into by the Washington State Department of Transportation, hereinafter "WSDOT," and the Grantee identified above, hereinafter the "GRANTEE," individually the "PARTY" and collectively the "PARTIES."

WHEREAS, the State of Washington in its Sessions Laws of 2025, ESSB 5161, Sections 221 and 308, authorizes funding for Public Transportation Programs and other special proviso funding as identified in the budget through its 2025-2027 biennial appropriations to WSDOT; and

WHEREAS, the GRANTEE has requested funds for the project(s) or program(s) shown under the heading titled "Funding by Project" (hereinafter known as the "Project(s)") which has been selected by WSDOT for funding assistance.

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

Section 1 SCOPE OF WORK AND BUDGET

Funding by Project

Project Title: Paratransit/Transit support/Rural Mobility Funding

UPIN #

Scope of Work: Sustain Dial-A-Ride services to individuals with specialized transportation needs in Selah and into Yakima and Union Gap.

Type of Funds	Percentage	Current Funds	Projected Funds	Total Funds
State Rural Mobility - Transit Formula Funds	33.47%	\$34,922		\$34,922
State Special Needs Transportation - Transit Formula Funds (MMA)	21.32%	\$22,244		\$22,244
State Transit Support (CCA)	45.21%	\$47,174		\$47,174
Projected Grant Funds			\$0	\$0
Grant Funds	100.00%	\$104,340	\$0	\$104,340
Grantee's Funds	0.00%	\$0	\$0	\$0
Total Project	100%	\$104,340	\$0	\$104,340

Budget: Current State Funds reflect total funding appropriated by the Washington State Legislature for the 2025-2027 biennium. As applicable, Federal Funds are subject to availability of federal apportionments and obligation by the Federal Transit Administration (FTA).

Section 2

Purpose of Agreement

- A. The purpose of this AGREEMENT is for WSDOT to provide funds to the GRANTEE for public transportation services that meet the needs of persons in the State of Washington.
- B. If this AGREEMENT includes any funding with federal funds, in addition to the requirements of Sections 1 through 34 of the AGREEMENT the GRANTEE will also comply with all requirements imposed by, or pursuant to 49 USC chapter 53, all other applicable federal laws, regulations and requirements and the requirements set forth in Exhibit I, Federal Provisions for this AGREEMENT that Includes Federal Funds (Grant Agreement), which is attached hereto and by this reference incorporated into this AGREEMENT, "Federal Provisions ."

Section 3

Scope of Project

The GRANTEE shall undertake and complete the Project described and detailed in **Section 1-Scope of Work**. The GRANTEE shall operate the service within the service area described in Section 1, in accordance with the terms and conditions of this AGREEMENT.

Section 4

Term of Agreement

The GRANTEE shall commence, perform, and complete the work identified under this AGREEMENT within the time defined in the caption space header titled "Term of Agreement" on this AGREEMENT regardless of the date of signature and execution of this AGREEMENT unless terminated as provided herein.

Section 5

General Compliance Assurance

The GRANTEE agrees to comply with all instructions as prescribed in WSDOT's Consolidated Grants Program Guidebook, hereinafter referred to as the "Guidebook", and any amendments thereto, found at, <https://wsdot.wa.gov/business-wsdot/grants/public-transportation-grants/manage-your-public-transportation-grant> which by this reference is fully incorporated herein. The GRANTEE agrees that WSDOT, and/or authorized WSDOT representative, shall have not only the right to monitor the compliance of the GRANTEE with respect to the provisions of this AGREEMENT but also have the right to seek judicial enforcement with regards to any matter arising under this AGREEMENT.

Section 6

GRANTEE's Share of Project Costs

- A. The Total Project Cost shall not exceed the amounts detailed in **Section 1**. The GRANTEE agrees to expend eligible funds, together with any GRANTEE's Funds allocated for the Project, in an amount sufficient to complete the Project. If at any time the GRANTEE becomes aware that the cost of the Project will exceed or be less than the amount identified in **Section 1**, the GRANTEE shall notify WSDOT in writing within thirty (30) calendar days of making that determination. Nothing in **Section 6(A)**, shall preclude the requirements specified in **Section 7 (B)** for payments at the end of the biennium.
- B. **Minimum Match:** The GRANTEE is required to provide a minimum match of funds for the Project as identified in **Section 1**, indicated as GRANTEE's Funds.

Section 7
Reimbursement and Payment

- A. Payment will be made by WSDOT on a reimbursable basis for actual costs and expenditures incurred while performing eligible direct and related indirect Project work during the life of the Project. Payment is subject to the submission to and approval by WSDOT of properly prepared invoices that substantiate the costs and expenses submitted by the GRANTEE for reimbursement. Failure to send in progress reports and financial information as required in **Section 10 –Reports** may delay payment. The GRANTEE shall submit an invoice detailing and supporting the costs incurred. Such invoices may be submitted no more than once per month and no less than once per year, during the course of this AGREEMENT. If approved by WSDOT, properly prepared invoices shall be paid by WSDOT within thirty (30) days of receipt of the invoice.
- B. The GRANTEE shall submit an invoice for completed work in the same state fiscal year in which it was incurred. Pursuant to RCW 43.88.020(13) “fiscal year” is defined as the year beginning July 1st and ending the following June 30th. Reimbursement requests must be received no later than July 15 of the following state fiscal year. If the GRANTEE is unable to provide an invoice by this date, the GRANTEE shall provide an estimate of the charges to be billed so WSDOT may accrue the expenditures in the proper fiscal year. Any payment request received after the timeframe prescribed above will not be eligible for reimbursement.

Section 8
Assignments and Subcontracts

- A. The GRANTEE shall submit to WSDOT a copy of any contract, amendment, or change order thereto pertaining to this Project for review and documentation. This includes any completed Project facilities and/or infrastructure under this AGREEMENT, or other actions obligating the GRANTEE in any manner with any third party with respect to its rights and responsibilities under this AGREEMENT, including any leasing and/or lending the Project or any part thereof to be used by anyone not under the GRANTEE’s direct supervision.
- B. The GRANTEE agrees to include all applicable sections of the AGREEMENT such as **Section 5, Sections 8 through 21, and Section 28**, in each subcontract and in all contracts it enters into for the employment of any individual, procurement of any materials, or the performance of any work to be accomplished under this AGREEMENT.

Section 9
Anti – lobbying

- A. It is WSDOT’s policy that no funds awarded through the agency to grantees can be used for lobbying activities.
- B. GRANTEES who receive an award through WSDOT shall certify on an annual basis that the awarded funds are not used for lobbying activities. This certification may be provided as part of the Certification & Assurances annual submittal.

Section 10

Reports

- A. The GRANTEE shall prepare quarterly reports regarding services provided pursuant to this AGREEMENT and other related information as prescribed in the Guidebook, and any amendments thereto, whichever is applicable, or as requested by WSDOT. Due to Legislative and WSDOT reporting requirements, any required quarterly progress reports shall be submitted for the duration of the AGREEMENT period regardless of whether the underlying funding sources have been exhausted. Post-grant annual performance reporting may also be required as prescribed in the Guidebook. Those reports include, but are not limited to:
1. Project Passenger Trips Provided
 2. Project Service Hours Provided
 3. Project Revenue Service Miles Provided
 4. Narrative Progress Report
 5. Financial Status/Summaries of the Project.
- B. Failure to meet any of the above-identified report submittal timelines may result in the GRANTEE being considered to be in breach of contract and "Not In Good Standing" as defined in the Guidebook referenced in **Section 5 - General Compliance Assurance** of this agreement. Failure to meet the above-identified report submittal timelines may also prevent the GRANTEE from receiving grant funds in the next biennium.

Section 11

Energy Credit

To the extent GRANTEE receives any monies from the sale or disposition of energy credits, decarbonization credits, environmental credits, or any other monies through its participation of a like program, GRANTEE agrees to reinvest those monies into services and projects consistent with the STATE'S public transportation grant program. GRANTEE'S obligation to reinvest these monies under this provision shall be in an amount no less than the proportion of the STATE'S funding of this AGREEMENT.

Section 12

No Obligation by the State Government

No contract between the GRANTEE and any contractor or subcontractor shall create any obligation or liability for WSDOT with regard to this AGREEMENT without WSDOT's specific written consent, notwithstanding its concurrence in, or approval of, the award of any contract or subcontract or the solicitations thereof.

Section 13

Personal Liability of Public Officers

No officer or employee of WSDOT shall be personally liable for any acts or failure to act in connection with this AGREEMENT, it being understood that in such matters they are acting solely as agents of WSDOT.

Section 14 Ethics

- A. Relationships with Employees and Officers of WSDOT. The GRANTEE shall not extend any loan, gratuity or gift of money in any form whatsoever to any employee or officer of WSDOT, nor shall GRANTEE knowingly rent or purchase any equipment and materials from any employee or officer of WSDOT.
- B. Employment of Former WSDOT Employees. The GRANTEE hereby warrants that it shall not engage on a full-time, part-time, or another basis during the period of this AGREEMENT, any professional or technical personnel who are or have been, at any time during the period of this AGREEMENT, in the employ of WSDOT without the written consent of WSDOT.

Section 15 Civil rights

The GRANTEE shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any WSDOT-assisted contract or in the administration of its public transportation services.

Section 16 Compliance with Laws and Regulations

- A. The GRANTEE agrees to abide by all applicable state and federal laws and regulations including but not limited to, those concerning employment, equal opportunity employment, nondiscrimination assurances, project record keeping necessary to evidence compliance with such federal and state laws and regulations, and retention of all such records. The GRANTEE will adhere to all applicable nondiscrimination provisions in chapter 49.60 RCW.
- B. Additionally, the GRANTEE agrees to comply, as applicable, with the following:
 - 1. SB 5974 Move Ahead Washington
 - 2. RCW 70A.02 Healthy Environmental for All (HEAL) ACT,
 - 3. RCW 70A. 65.260 Climate Commitment ACT, and
 - 4. Chapter 49.46 RCW – Minimum Wage Requirements & Labor Standards
 - 5. Chapter 43.21C RCW - State Environmental Policy Act (SEPA)
 - 6. Executive Order 21-02 Archeological and Cultural Resources
- C. Except when a federal statute or regulation preempts state or local law, no provision of the AGREEMENT shall require the GRANTEE to observe or enforce compliance with any provision, perform any other act, or do any other thing in contravention of state or local law. If any provision or compliance with any provision of this AGREEMENT violates state or local law or would require the GRANTEE to violate state or local law, the GRANTEE agrees to notify WSDOT immediately in writing. Should this occur, WSDOT and the GRANTEE agree to make appropriate arrangements to proceed with or, if necessary, expeditiously, terminate the AGREEMENT.

Section 17

Environmental and Regulatory Requirements

The GRANTEE agrees to secure any necessary local, state, and federal permits and approvals, and comply with all applicable requirements of Chapter 43.21C RCW State Environmental Policy Act (SEPA). The GRANTEE agrees to comply with all applicable requirements of Executive Order 21-02, Archaeological and Cultural Resources, for all capital construction projects or land acquisitions not undergoing Section 106 review under the National Historic Preservation Act of 1966 (Section 106).

Section 18

Accounting Records

- A. Project Accounts.** The GRANTEE agrees to establish and maintain for the Project either a separate set of accounts or separate accounts within the framework of an established accounting system that can be identified with the Project. The GRANTEE agrees that all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible and available to WSDOT upon request, and, to the extent feasible, kept separate from documents not pertaining to the Project.
- B. Documentation of Project Costs and Program Income.** The GRANTEE agrees to support all allowable costs charged to the Project, including any approved services contributed by the GRANTEE or others, with properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges. The GRANTEE also agrees to maintain accurate records of all program income derived from implementing the Project.

Section 19

Audits, Inspection, and Retention of Records

Submission of Proceedings, Contracts, Agreements, and Other Documents. During the performance period of the Project and for six (6) years thereafter, the GRANTEE agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials relating to the Project as WSDOT may require. Project closeout does not alter these recording and record-keeping requirements. Should an audit, enforcement, or litigation process be commenced, but not completed, during the aforementioned six-year period then the GRANTEE's obligations hereunder shall be extended until the conclusion of that pending audit, enforcement, or litigation process.

- A. General Audit Requirements.** The GRANTEE agrees to obtain any other audits required by WSDOT at GRANTEE's expense. Project closeout will not alter the GRANTEE's audit responsibilities.
- B. Inspection.** The GRANTEE agrees to permit WSDOT and the State Auditor, or their authorized representatives, to inspect all Project work materials, payrolls, and other data, and to audit the books, records, and accounts of the GRANTEE and its contractors pertaining to the Project. The GRANTEE agrees to require each third party to permit WSDOT, and the State Auditor or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that third party contract, and to audit the books, records, and accounts involving that third party contract as it affects the Project.

Section 20

Labor Provisions

Overtime Requirements. No GRANTEE or subcontractor contracting for any part of the Project work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek. The GRANTEE will comply with all applicable provisions of Title 49 RCW, Labor Regulations.

Section 21

Changed Conditions Affecting Performance

The GRANTEE hereby agrees to immediately notify WSDOT of any change in conditions or law, or of any other event, which may affect its ability to perform the Project in accordance with the provisions of this AGREEMENT.

Section 22

Coordination of Special Needs Transportation

It is the policy of WSDOT to actively support the coordination of special needs transportation in the state. As a condition of assistance, the GRANTEE is required to participate in local coordinated planning as led by GRANTEE's relevant Metropolitan Planning Organization (MPO) and/or Regional Transportation Planning Organization (RTPO). Persons with special transportation needs means those persons, including their personal attendants, who because of physical or mental disability, income status, or age are unable to transport themselves or purchase transportation.

Section 23

Remedies for Misuse or Noncompliance.

If WSDOT determines that the Project has been used in a manner materially different from **Section 1- Scope of Work**, WSDOT may direct the GRANTEE to repay WSDOT the State-funded share of the Project. WSDOT may also withhold payments should it determine that the GRANTEE has failed to materially comply with any provision of this AGREEMENT.

Section 24

Disputes

- A. **Disputes.** Disputes, arising in the performance of this AGREEMENT, which are not resolved by agreement of the PARTIES, shall be decided in writing by the WSDOT Public Transportation Division Assistant Director or designee. This decision shall be final and conclusive unless within ten (10) days from the date of the GRANTEE's receipt of WSDOT's written decision, the GRANTEE mails or otherwise furnishes a written appeal to the Director of the Public Transportation Division or the Director's designee. The GRANTEE's appeal shall be decided in writing by the Director of the Public Transportation Division within thirty (30) days of receipt of the appeal by the Director of the Public Transportation Division or the Director's designee. The decision shall be binding upon the GRANTEE and the GRANTEE shall abide by the decision.
- B. **Performance During Dispute.** Unless otherwise directed by WSDOT, the GRANTEE shall continue performance under this AGREEMENT while matters in dispute are being resolved.

C. **Claims for Damages.** Should either PARTY to this AGREEMENT suffer injury or damage to person, property, or right because of any act or omission of the other PARTY or any of that PARTY's employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other PARTY within thirty (30) days after the first observance of such injury or damage.

D. **Rights and Remedies.** All remedies provided in this AGREEMENT are distinct and cumulative to any other right or remedy under this document or afforded by law or equity, and may be exercised independently, concurrently, or successively and shall not be construed to be a limitation of any duties, obligations, rights and remedies of the PARTIES hereto. No action or failure to act by WSDOT or the GRANTEE shall constitute a waiver of any right or duty afforded any of them under this AGREEMENT, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

E. **Venue and Process** In the event that either PARTY deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the PARTIES hereto agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Thurston County. The PARTIES agree that the laws of the State of Washington shall apply.

Section 25

Termination

A. Termination for Convenience. WSDOT and/or the GRANTEE may suspend or terminate this AGREEMENT, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the other PARTY. WSDOT and the GRANTEE shall agree upon the AGREEMENT termination provisions including but not limited to the settlement terms and conditions, and in the case of partial termination the portion to be terminated. Written notification must set forth the reasons for such termination, the effective date, and in case of a partial termination the portion to be terminated. However if, in the case of partial termination, WSDOT determines that the remaining portion of the award will not accomplish the purposes for which the award was made, WSDOT may terminate the award in its entirety. The PARTIES may terminate this AGREEMENT for convenience for reasons including, but not limited to, the following:

1. The requisite funding becomes unavailable through the failure of appropriation or otherwise;
2. WSDOT determines, in its sole discretion, that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds;
3. The GRANTEE is prevented from proceeding with the Project as a direct result of an Executive Order of the President with respect to the prosecution of a war or in the interest of national defense; or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources;
4. The GRANTEE is prevented from proceeding with the Project by reason of a temporary, preliminary, special, or permanent restraining order or injunction of a court of competent jurisdiction where the issuance of such order or injunction is primarily caused by the acts or omissions of persons or agencies other than the GRANTEE; or
5. The State Government determines that the purposes of the statute authorizing the Project would not be adequately served by the continuation of financial assistance for the Project;

- B. In the case of termination for convenience under subsections A.1-5 above, WSDOT shall reimburse the GRANTEE for all costs payable under this AGREEMENT that the GRANTEE properly incurred prior to termination. The GRANTEE shall promptly submit its claim for reimbursement to WSDOT. If the GRANTEE has any property in its possession belonging to WSDOT, the GRANTEE will account for the same, and dispose of it in the manner WSDOT directs.
- C. Termination for Default. WSDOT may suspend or terminate this AGREEMENT for default, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the GRANTEE, if the GRANTEE materially breaches or fails to perform any of the requirements of this AGREEMENT, including:
1. Takes any action pertaining to this AGREEMENT without the approval of WSDOT, which under the procedures of this AGREEMENT would have required the approval of WSDOT;
 2. Jeopardizes its ability to perform pursuant to this AGREEMENT, United States of America laws, Washington state laws, or local governmental laws under which the GRANTEE operates;
 3. Fails to make reasonable progress on the Project or violates this AGREEMENT in a way that endangers substantial performance of the Project; or
 4. Fails to perform in the manner called for in this AGREEMENT or fails to comply with, or is in material violation of, any provision of this AGREEMENT. WSDOT shall serve a notice of termination on the GRANTEE setting forth the manner in which the GRANTEE is in default hereunder. If it is later determined by WSDOT that the GRANTEE had an excusable reason for not performing, such as events which are not the fault of or are beyond the control of the GRANTEE, such as a strike, fire or flood, WSDOT may: (a) allow the GRANTEE to continue work after setting up a new delivery of performance schedule, or (b) treat the termination as a termination for convenience.
- D. WSDOT, in its sole discretion may, in the case of a termination for breach or default, allow the GRANTEE ten (10) business days, or such longer period as determined by WSDOT, in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If the GRANTEE fails to remedy to WSDOT's satisfaction the breach or default within the timeframe and under the conditions set forth in the notice of termination, WSDOT shall have the right to terminate this AGREEMENT without any further obligation to the GRANTEE. Any such termination for default shall not in any way operate to preclude WSDOT from also pursuing all available remedies against the GRANTEE and its sureties for said breach or default.
- E. In the event that WSDOT elects to waive its remedies for any breach by the GRANTEE of any covenant, term or condition of this AGREEMENT, such waiver by WSDOT shall not limit WSDOT's remedies for any succeeding breach of that or of any other term, covenant, or condition of this AGREEMENT.
- F. If this AGREEMENT is terminated, whether for convenience or for default, before the specified end date set forth in the caption header, "Term of Agreement", WSDOT and the GRANTEE shall execute an amendment to this AGREEMENT identifying the termination date and the reason for termination.

Section 26
Forbearance by WSDOT Not a Waiver

Any forbearance by WSDOT in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

Section 27
Lack of Waiver

In no event shall any WSDOT payment of grant funds to the GRANTEE constitute or be construed as a waiver by WSDOT of any GRANTEE breach, or default. Such payment shall in no way impair or prejudice any right or remedy available to WSDOT with respect to any breach or default.

Section 28
Limitation of Liability

- A. The GRANTEE shall indemnify, defend, and hold harmless WSDOT, its agents, employees, and officers and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs (hereinafter referred to collectively as "claims"), of whatsoever kind or nature brought against WSDOT, arising out of, in connection with or incident to the execution of this AGREEMENT and/or the GRANTEE's performance or failure to perform any aspect of this AGREEMENT. This indemnity and defense provision applies to all claims against WSDOT, its agents, employees, and officers arising out of, in connection with, or incident to the negligent acts or omissions of the GRANTEE, its agents, employees, officers, and subcontractors of any tier. Provided, however, that nothing herein shall require the GRANTEE to indemnify, defend, and hold harmless or defend WSDOT, its agents, employees, or officers to the extent that claims are caused by the sole negligent acts or omissions of WSDOT, its agents, employees or officers; and provided further that if such claims result from the concurrent negligence of (a) the GRANTEE its employees, agents, officers or GRANTEES and (b) the STATE, its employees or authorized agents, or involves those actions covered by RCW 4.24.115, the indemnity and defense provisions provided herein shall be valid and enforceable only to the extent of the negligence of the GRANTEE, its employees, officers, authorized agents, and/or GRANTEES. The indemnification and hold harmless provision shall survive termination of this AGREEMENT.
- B. The GRANTEE shall be deemed an independent GRANTEE for all purposes, and the employees of the GRANTEE or its subcontractors and the employees thereof, shall not in any manner be deemed to be the employees of WSDOT.
- C. The GRANTEE agrees that its obligations under this AGREEMENT extend to any claim, demand, and/or cause of action by, or on behalf of its employees or agents while performing under this AGREEMENT. For this purpose, the GRANTEE, by MUTUAL NEGOTIATION, hereby waives any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions in Title 51 RCW.
- D. In the event either the GRANTEE or WSDOT incurs attorney's fees, costs or other legal expenses to enforce the provisions of this section of this AGREEMENT against the other PARTY, all such fees, costs and expenses shall be recoverable by the prevailing PARTY.

Section 29

Agreement Modifications

Either PARTY may request changes to this AGREEMENT. Any changes to the terms of this AGREEMENT must be mutually agreed upon and incorporated by written amendment to this AGREEMENT. Such written amendment to this AGREEMENT shall not be binding or valid unless signed by the persons authorized to bind from each of the PARTIES. Provided, however, that changes to the federal award identification number, DUNS, project title, federal ID number, CFDA number, milestones, PIN the contact person of either PARTY, or dollar amount changes that do not affect the Project total cost, will not require a written amendment, but will be approved and documented by WSDOT through an administrative revision. WSDOT shall notify the GRANTEE of the revision in writing.

Section 30

WSDOT Advice

The GRANTEE bears complete responsibility for the administration and success of the Project as defined by this AGREEMENT and any amendments thereto. If the GRANTEE solicits advice from WSDOT on problems that may arise, the offering of WSDOT advice shall not shift the responsibility of the GRANTEE for the correct administration and success of the Project, and WSDOT shall not be held liable for offering advice to the GRANTEE.

Section 31

Subrogation

- A. Prior to Subrogation. WSDOT may require the GRANTEE to take such reasonable action as may be necessary or appropriate to preserve the GRANTEE's right to recover damages from any person or organization alleged to be legally responsible for injury to the Project Equipment as defined in the scope of work or other property in which WSDOT has a financial interest.
- B. Subrogation. WSDOT may require the GRANTEE to assign to WSDOT all rights of recovery against any person or organization for loss, to the extent of WSDOT's loss. Upon assignment, the GRANTEE shall execute, deliver, and do whatever else reasonably necessary to secure WSDOT's rights. The GRANTEE shall do nothing after any loss to intentionally prejudice the rights of WSDOT.
- C. Duties of the GRANTEE. If WSDOT has exercised its right of subrogation, the GRANTEE shall cooperate with WSDOT and, upon WSDOT's request, assist in the prosecution of suits and enforce any right against any person or organization who may be liable to WSDOT due to damage to Project Equipment. The GRANTEE shall attend hearings and trials as requested by WSDOT, assist in securing and giving evidence as requested by WSDOT, and obtain the attendance of witnesses as requested by WSDOT.

Section 32

Counterparts

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect.

Section 33

Complete Agreement

This document contains all covenants, stipulations, and provisions agreed upon by the PARTIES. No agent or representative of WSDOT or the GRANTEE has the authority to make, and neither WSDOT nor the GRANTEE shall be bound by or be liable for, any statement, representation, promise or agreement not set forth herein or made by written amendment hereto.

Section 34
Severability

If any covenant or provision of this AGREEMENT shall be adjudged void, such adjudication shall not affect the validity or obligation of performance of any other covenant or provision, or any part thereof, which in itself is valid if such remainder conforms to the terms and requirements of applicable law and the intent of this AGREEMENT. No controversy concerning any covenant or provision shall delay the performance of any other covenant or provision except as herein allowed.

Section 35
Order of Precedence

Any conflict or inconsistency in this AGREEMENT and its attachments will be resolved by giving documents precedence in the following order:

1. Federal Law
2. Exhibit 1, Federal Provisions, If applicable
3. State law
4. This AGREEMENT
5. The Consolidated Operating Guidebook

Section 36
Execution

This AGREEMENT is executed by the Director, Public Transportation Division, State of Washington, Department of Transportation, or the Director's designee, not as an individual incurring personal obligation and liability, but solely by, for and on behalf of the State of Washington, Department of Transportation, in the capacity as Director, Public Transportation Division, or as a designee.

Section 37
Binding Agreement

The undersigned acknowledge that they are authorized to execute this AGREEMENT and bind their respective agency(ies) and or entity(ies) to the obligations set forth herein.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT on the day and year last written below.

WASHINGTON STATE DEPARTMENT
OF TRANSPORTATION

GRANTEE

Authorized Representative
Public Transportation Division,
WSDOT

Authorized Representative

Title

Print Name

Date

Date



**Washington State
Department of Transportation**

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

June 17, 2025

Rocky Wallace
City of Selah
222 S Rushmore Rd.
Selah, WA 98942-1303

Dear Rocky Wallace:

Congratulations! We're pleased to announce your Sales Tax Equalization (Rural Mobility) formula award for the State of Washington fiscal year 2026.

The Washington State Department of Transportation (WSDOT) is distributing state Sales Tax Equalization funding to provide public transportation services in rural and small urban areas.

Awards are contingent upon availability of state funds.

Program	Award
Sales Tax Equalization formula, fiscal year 2026	\$34,922

Sales Tax Equalization formula funds are reimbursable for grant-related activities July 1, 2025-June 30, 2027.

Kristin Melcher, community transportation planner, is your primary WSDOT contact, who will assist you with all aspects of your project. You can reach Kristin at kristin.melcher@wsdot.wa.gov or (564) 233-1354 should you have questions or concerns.

We look forward to finalizing your grant agreement and funding your project so you can continue to provide valuable services in your community. Again, congratulations!

Sincerely,

Jill Nordstrom, grants and community partnerships manager
Public Transportation Division

JN:dl

Rocky Wallace
June 17, 2025
Page 2

cc: Caprise Groo, City of Selah
Firas Makhlouf, WSDOT
Evan Olsen, WSDOT
Kristin Melcher, WSDOT
Debi LaVaque, WSDOT



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June 18, 2025

Rocky Wallace
City of Selah
222 S Rushmore Rd
Selah, WA 98942-1303

Subject: 2025-2027 WSDOT Transit Support formula grant award

Dear Rocky Wallace:

Congratulations! The Washington State Department of Transportation (WSDOT) is pleased to announce your organization's Transit Support formula grant award for the 2025-2027 biennium.

Program	July 1, 2025 – June 30, 2027
Transit Support Grant, 2025-2027 budget	\$47,174

Funds are reimbursable for grant-related activities beginning July 1, 2025. Project expenditures accrued prior to this date may not be charged to your award.

As a condition of these new funds, transit agencies must:

- Confirm zero-fare policies are in effect for all modes provided by the agency, including paratransit, for passengers 18 years of age and younger.
- Not delay, divert, supplant, or suspend the collection of approved local sales and use taxes for the purpose of public transportation during the 2025-2027 fiscal biennium.
- Report trips taken under this grant. This requirement includes total trips accomplished as the result of funding from the Transit Support Grant and the number of trips taken by riders 18 years of age and younger.

Transit Support Grant funding has specific focus areas from the Legislature and the Climate Commitment Act. This includes tracking service to vulnerable populations in overburdened communities and coordination for projects serving tribal nations in Washington. WSDOT will work with you to ensure your project(s) track progress in these focus areas.

Rocky Wallace
June 18, 2025
Page 2

To the extent practicable, transit agencies must align the implementation of youth zero-fare policies with equity and environmental justice principles consistent with recommendations from the environmental justice council and ensure low-barrier accessibility of the program to all youth.

Kristin Melcher, community transportation planner, is your primary WSDOT contact, who will assist you with all aspects of your project. You can reach Kristin at kristin.melcher@wsdot.wa.gov or (564) 233-1354 if you have any questions or concerns.

We appreciate the valuable services your agency provides. We look forward to finalizing your grant agreement and funding your project. Again, congratulations!

Sincerely,



Jillian Nordstrom, grants and community partnerships manager
WSDOT Public Transportation Division

JN:dl

cc: Caprise Groo, City of Selah
Firas Makhoulouf, WSDOT
Evan Olsen, WSDOT
Tina Rea, WSDOT
Kristin Melcher, WSDOT



June 17, 2025

Rocky Wallace
Selah Transit
222 S Rushmore Rd
Selah, WA 98942-1303

Subject: 2025-2027 Paratransit/Special Needs formula grant distribution

Dear Rocky Wallace:

Congratulations! We are pleased to distribute your organization's Paratransit/Special Needs formula award for the 2025-2027 biennium.

The Washington State Department of Transportation (WSDOT) is distributing state Paratransit/Special Needs grant funding to 31 transit agencies across the state to assist in sustaining and expanding services to people with disabilities, seniors, and children.

Awards are contingent upon availability of state funds.

Program	Award
Paratransit/Special Needs formula distribution for 2025-2027	\$22,244

WSDOT calculated your Paratransit/Special Needs formula distribution using data from the most recent Summary of Public Transportation.

Paratransit/Special Needs formula funds are reimbursable for grant-related activities beginning July 1, 2025. Project expenditures accrued prior to this date may not be charged to your award.

Kristin Melcher, community transportation planner, is your primary WSDOT contact, who will assist you with all aspects of your project. You can reach Kristin at kristin.melcher@wsdot.wa.gov or 564-233-1354 should you have questions or concerns.

We look forward to finalizing your grant agreement and funding your project so that you can provide valuable services in your community. Again, congratulations!

Rocky Wallace
June 17, 2025
Page 2

Sincerely,



Jill Nordstrom, grants and community partnerships manager
Public Transportation Division

JN:dl

cc: Caprise Groo, Selah Transit
Kristin Melcher, WSDOT
Firas Makhlouf, WSDOT
Evan Olsen, WSDOT
Debi LaVaque, WSDOT



Selah City Council

Regular Meeting

AGENDA ITEM SUMMARY

Meeting Date: 12/9/2025

Agenda Number: 10P

Action Item

Title: Resolution Authorizing the Mayor to “Task Order No. 2025-06” with HLA Engineering and Land Surveying, Inc., for Professional Services Related to the Civic Center Remodel Phase III Project

From: Rocky Wallace, Public Works Director

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: \$254,500.00 for engineering services. (The actual costs for engaging a contractor to perform the work are not yet known, will be presented later, and will be separately acted upon by the City Council.)

Funding Source: 001, General Fund

Background/Findings/Facts: The City’s Civic Center Remodel Phase III Project (“Project”) will make certain improvements to the Civic Center.

The entity of HLA Engineering and Land Surveying, Inc. (HLA) is one of the City’s contracted engineering firms and provides professional engineering services to the City on a project-by-project basis, because the City does not directly employ any engineer(s) on its staff. HLA is willing and able to provide the necessary engineering services on this Project. A written task order – labeled “Task Order No. 2025-06” – has been prepared, reflecting HLA’s expected maximum fees of \$254,500.00.

The attached proposed Resolution will, if approved, authorize the Mayor to sign Task Order No. 2025-06, so that work can commence on this Project forthwith. The City’s adopted 2025 budget – via Ordinance No. 2261 –includes an appropriation of monies that will be sufficient to cover 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:
7/21/2025	Washington State Department of Commerce Grant Funding Award Letter.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE MAYOR SIGN “TASK ORDER NO. 2025-06” WITH HLA ENGINEERING AND LAND SURVEYING, INC., FOR PROFESSIONAL SERVICES RELATED TO THE CIVIC CENTER REMODEL PHASE III PROJECT

WHEREAS, the City desires – as its Civic Center Remodel Phase III Project (“Project”) – to make certain improvement to the Civic Center; and

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

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

WHEREAS, HLA has drafted a five-page “Task Order No. 2025-06”, which recites HLA’s scope of work and HLA’s expected maximum fees of \$254,5000.00; and

WHEREAS, the terms of Task Order No. 2025-06 are acceptable to City staff and City staff recommends that the City Council authorize the Mayor to sign it; and

WHEREAS, the City Council finds that good causes exists;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor be and is authorized to sign the five-page Task Order No. 2025-06 in the form appended hereto.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 9th day of December, 2025.

ATTEST:

Roger Bell, Mayor

Courtney McGarity, City Clerk

APPROVED AS TO FORM:

Rob Case, City Attorney

TASK ORDER NO. 2025-06

REGARDING GENERAL AGREEMENT BETWEEN THE CITY OF SELAH

AND

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

PROJECT DESCRIPTION:

Selah Civic Center – Phase III **HLA Project No. 25207E**

The CITY of Selah (CITY) plans to make further improvements to its existing civic/community center building, per a Building Evaluation and Planning Report prepared by BORArchitecture (BORA) in November 2022. This evaluation found several issues to be addressed for safety, ADA compliance, usability, and aesthetic reasons. BORA worked under HLA as a subconsultant for Phases I and II architectural design efforts. HLA services for Phase III will include design, bidding, and construction engineering services for all civil and architectural-related improvements included in this Task Order. Similar to the prior phases, BORA will work under HLA as a subconsultant to deliver the architectural design and construction services. Construction engineering shall include part-time construction observation and inspection on civil-related items, and building construction observation will be provided by BORA. Building code inspections will be performed under the building permit by the CITY Building Department. The project is funded through an appropriation of \$970,000 from the 2025-2027 State Capital Budget.

Improvements will include:

- Safety improvements, including modifying rooftop electrical wiring, replacing the flooring in the Legion Room.
- ADA updates (door clearances) in back restrooms.
- New entry, lobby, and offices, including a new metal roof and gutters on the south elevation.
- Demolition of the existing office and lobby flooring, and installation of new north lobby area flooring.
- Design for the installation of (2) two electric vehicle (EV) charging stations.
- Design two (2) new ADA restrooms, (one (1) shall include a shower) to be located in the northeast corner of the Apple Room.
- Design for and select a new mini split AC/heater in Apple Room (this includes removal of the existing heater).
- Demolition and removal of the existing pylon sign and patch back the parking lot and planters

These improvements are being paid for with the Washington State Department of Commerce funding.

SCOPE OF SERVICES:

At the direction of the CITY, HLA and subconsultants shall provide professional services for the Selah Civic Center – Phase III (PROJECT). HLA services shall include the following.

1.0 Project Management

- 1.1 Perform management of overall PROJECT delivery and PROJECT controls.

- 1.2 Plan and facilitate a PROJECT kickoff meeting to align expectations between the CITY and HLA.
- 1.3 Provide monthly status reports and invoices for the work performed.
- 1.4 Prepare and maintain the PROJECT schedule in conjunction with funding requirements and timelines, to be updated monthly or as otherwise requested by the CITY.
- 1.5 Maintain PROJECT files for CITY review.
- 1.6 Coordinate PROJECT reviews/approvals with controlling authorities, including the CITY,

2.0 Funding Administration

- 2.1 Assist the CITY in the preparation of all documentation necessary to request funding authorization for subsequent phases after the design phase, as applicable. It is assumed that design funding obligation authorization will be in place prior to the execution of this Task Order.
- 2.2 Assist the CITY with the preparation of documents required by the funding agency, including updated cost estimates, scope of work descriptions, and PROJECT distribution of funds.
- 2.3 Assist CITY with review and preparation of funding agency contract forms and documents.
- 2.4 Assist CITY with contract requirements of the funding agency, including progress reports.
- 2.5 Assist CITY with funding agency reimbursement process, preparation of payment requests/vouchers, and supporting documentation.
- 2.6 Assist CITY with the submittal of bid documents to the funding agency for review and approval, to authorize publication of the PROJECT advertisement for bids.
- 2.7 Assist CITY with the funding agency PROJECT closeout process.
- 3.1 60% Plans and Estimate.
 - a. Perform field investigations necessary to design the identified improvements.
 - b. Perform review of public and private utilities, including CITY stormwater, domestic water, sanitary sewer, irrigation, natural gas, telecommunications, and/or fiber optic lines to determine general locations and size of facilities.
 - c. Notify private utilities of pending improvements and advise of the PROJECT schedule.
 - d. Attend up to two (2) design meetings with the CITY to formulate technical aspects of the work related to the scope, design, and schedule of the PROJECT.
 - e. Prepare and provide 60% plans and a cost estimate of improvements for review and comment by the CITY.
- 3.2 90% Plans, Specifications, and Estimate.
 - a. Attend a review meeting with the CITY to address and resolve 60% review comments.
 - b. Prepare and provide 90% plans, specifications, and a cost estimate of improvements for review and comment by the CITY.
 - c. Perform quality assurance and quality control (QA/QC) review of all 90% documents.
- 3.3 Final Plans, Specifications, and Estimate
 - a. Attend a review meeting with the CITY to address and resolve 90% review comments.
 - b. Address CITY review comments and QA/QC comments, and prepare final plans, specifications, and estimate.
 - c. Provide final plans and specifications to the CITY in PDF format suitable for printing and use at the time of bid advertisement. It is anticipated that HLA will prepare one (1) complete set of plans and specifications for one bid call; additional bid packages will be billed as additional services.

- d. Provide two (2) printed copies of contract documents to the CITY.
- e. Prepare advertisement for bids. Coordinate with CITY on the number and location of publications and submit the advertisement to the selected publication(s) on behalf of the CITY. All advertising fees are to be paid by the CITY.

4.0 Bidding Support

- 4.1 Post bid documents to the HLA website and notify the CITY, funding agency, approving authority(ies), utility companies, and plan centers of the PROJECT posting.
- 4.2 Create and maintain a planholder list and post to the HLA website.
- 4.3 Answer questions and/or supply information as requested by prospective bidders.
- 4.4 Prepare and issue addenda to contract documents, if necessary.
- 4.5 Participate in the bid opening, evaluate bids, prepare bid tabulation, and make a recommendation for award.

5.0 Construction Engineering

- 5.1 PROJECT Management, Invoicing, and Controls
 - a. Consult and advise the CITY during construction and perform a final review and report on the completed work with representatives of the CITY.
- 5.2 Staking
 - a. Furnish a field survey crew to provide geometric control, including construction staking (as needed).
- 5.3 Construction Observation
 - a. A maximum of one hundred and twenty (120) working days has been assumed for construction of the improvements, based on standard 40-hour work weeks.
 - b. Furnish a part-time resident engineer (inspector) to be on site and provide surveillance of construction for compliance with civil-related items as shown on the plans, and specifications for up to one hundred (100) hours of construction. It is assumed the City building inspector will perform all building construction inspection items associated with the plans and specifications, for the one hundred and twenty (120) working days in the construction contract. If the Contractor is authorized by the CITY to work extra hours or extend contract time for civil-related items beyond the allotted 100 hours, then an amendment to this task order may be necessary to be executed by the CITY to compensate for additional work required by HLA.
 - c. Prepare daily progress reports for the PROJECT when the resident engineer is at the project site.
 - d. Monitor compliance with environmental requirements.
 - e. Interpret plans and specifications when necessary.
 - f. Coordinate and attend construction meetings, anticipated once per week during civil-related items during construction.
 - g. Review acceptance sampling and testing for construction materials.
 - h. Perform measurement and computation of pay items.
 - i. Review Contractor's submission of contract and materials submittals, samples, and shop drawings. Provide field verification of materials incorporated into the PROJECT, where applicable.
- 5.4 Construction Administration
 - a. Following Council award authorization, prepare notice of award to the Contractor, assemble construction contract documents, and coordinate contract execution with the CITY and Contractor.
 - b. Review the Contractor's submission of their certificate of insurance and contract bond.
 - c. Prepare and transmit notice to proceed to Contractor.

- d. Coordinate and facilitate preconstruction meeting with the CITY, Contractor, private utilities, and affected agencies, including preconstruction agenda and meeting record.
- e. Receive and maintain PROJECT communications from the Contractor during construction and compile PROJECT documentation.
- f. Maintain a Submittal List for the duration of the PROJECT.
- g. Respond to Contractor requests for information (RFI).
- h. Prepare and distribute weekly statements of working days based on the City building inspector daily reports.
- i. Prepare and provide monthly progress estimates and recommend Contractor progress payments to the CITY.
- j. Monitor the Contractor's compliance with state labor standards.
- k. Assist the CITY with funding reimbursement information and supporting documentation.

5.5 PROJECT Closeout

- a. Prepare and furnish record drawings and field notes of civil-related completed work in accordance with PROJECT field records.
- b. Conduct final walkthrough inspection with the Contractor and CITY. Prepare and transmit the punchlist to the Contractor.
- c. Monitor lien releases from state agencies.
- d. Notify CITY when retainage may be released.
- e. Coordinate and administer a PROJECT completion debrief meeting with CITY, HLA, and the Contractor.
- f. Prepare and submit the recommendation of PROJECT acceptance.
- g. Prepare and submit Notice of Completion of Public Works Contract (NOC).

Additional Services

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

Items to be Furnished and Responsibility of the CITY

The CITY will provide or perform the following:

- Provide all information as to the CITY requirements for the PROJECT.
- Provide all available information pertinent to the PROJECT relative to the completion of design and construction of the PROJECT.
- 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 (60%, 90%) shall be reviewed by the CITY, and comments returned to HLA within two (2) weeks of each submittal.
- Obtain approval of all government authorities for the PROJECT, and approvals and consents from other individuals as necessary for completion of the PROJECT.
- Pay for advertising, notices, or other publications as may be required.
- Pay for all necessary permits and testing fees not paid by the Contractor.
- The CITY shall provide any existing right-of-way files that are pertinent to the design. No right-of-way acquisition is planned as part of the PROJECT. No temporary construction easements (TCE's) are expected for the PROJECT. Assistance with right-of-way processes can be provided and billed as Additional Services, as directed by the CITY.
- Provide a building inspector to perform all building construction inspection items associated with the plans and specifications, and provide daily inspection reports as necessary for HLA to provide weekly statements of working days.

TIME OF PERFORMANCE:

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

1.0 Project Management

Project management will be for the duration of the PROJECT through PROJECT closeout, including any required submissions to the controlling authority/authorities.

2.0 Funding Administration

Funding administration will begin on the date of the CITY's funding agreement with the funding agency and will continue through closeout of the funding agreement.

3.0 Design Engineering

- 3.1 HLA will begin professional land surveying services upon receipt of this executed Task Order and will conclude at completion of the Design Engineering phase.
- 3.2 HLA will provide 60% plans and cost estimate for CITY review within seventy-five (75) working days from receipt of this executed Task Order.
- 3.3 HLA will provide 90% plans, specifications, and cost estimate within thirty (30) working days of receiving CITY comments on 60% plans and estimate.
- 3.4 100% plans, specifications, and cost estimate will be provided within thirty (30) working days of receiving CITY comments on 90% plans, specifications, and estimate.

4.0 Bidding Support

Bidding support will begin on the publication date of the PROJECT advertisement for bids and will terminate upon award of the construction contract.

5.0 Construction Engineering

Construction engineering shall begin upon construction contract award by the CITY and extend through notification to the CITY when retainage may be released. The schedule will be as follows.

- 5.1 A maximum of one hundred and twenty (120) working days has been allotted for the construction of improvements, utilizing a standard 40-hour work week. HLA will provide up to one hundred (100) hours of construction onsite inspection of civil-related improvements.
- 5.2 Should the Contractor be granted time extensions for construction completion due to recognized delays, requested additional work, and/or change orders, services during construction beyond the one hundred and twenty (120) working days shall be billed as additional services.
- 5.3 Should the City require civil-related inspection beyond the 100 hours, services beyond this amount shall be billed as additional services.

Additional Services

Additional services directed by the CITY will be completed as mutually agreed upon at the time service is requested by the CITY.

FEE FOR SERVICES:

For the services furnished by HLA as described within this Task Order, the CITY agrees to pay HLA the fees as set forth herein. The amounts listed below may be revised only by written agreement of both parties. HLA reserves the right to move fees and estimated work hours between phases as necessary to complete the PROJECT.

1.0 Project Management

Work for project management shall be performed for the lump sum fee of \$7,500.

2.0 Funding Administration

Work for funding administration shall be performed for the lump sum fee of \$12,000.

3.0 Design Engineering

Work for design engineering services shall be performed for the lump sum fee of \$138,500.

4.0 Bidding Support

Work for bidding support shall be performed for the lump sum fee of \$11,500.

5.0 Construction Engineering

Work for construction engineering services shall be performed on a time-spent basis at the current hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses for the estimated fee of \$85,000. If the Contractor is granted additional working days beyond those identified in the Time of Performance, then associated work shall be considered additional services.

Additional Services

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

Proposed:

HLA Engineering and Land Surveying, Inc.
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: 12/9/2025

Agenda Number: 12A

Action Item

Title: Review of Current Draft Version of Potential Special Event Ordinance

From: Steve Zetz, Community Development Supervisor

Action Requested: Public Meeting

Staff Recommendation: Conduct a public forum

Board/Commission Recommendation: N/A

Fiscal Impact: Impacts will be mitigated via application fees (in amounts still to be determined)

Funding Source: Applicants will pay applicable fees

Background/Findings/Facts: The City lacks a formal application process regarding Special Events and has unnecessary and outdated regulations in place. A proposed Ordinance has been prepared, which would repeal the unnecessary and outdated regulations and replace them with a formal application process. Currently no formal process exists, which forces event organizers/applicants to contact individual City departments to seek permission and has resulted in information gaps between departments. Under the current version of the proposed Ordinance, event organizers/applicants would be able to apply for Special Event Permits by using the Smartgov software. This would allow City departments and any impacted outside agencies an opportunity to respond with their requirements or concerns.

This topic was previously brought before the City Council during a study session in 2025. Key provisions in the draft Ordinance are the following:

1. Establishes legal definitions;
2. Requires an application well in advance of the event;
3. Provides an opportunity to deny the event under certain conditions;
4. Provides exemptions for non-profit fundraisers;
5. Provides exemptions for culturally significant historic special events in Selah;
6. Provides a mechanism for qualifying parcels to undergo a site review process, which would allow for repeat events without having to apply for special event permit each time:

For Example: A Barber Shop sits on a parcel that also contains a large grass area. The barber shop likes to host an outdoor BBQ for its customers twice a month on this grass area. Rather than submitting multiple special event applications the property owner could apply for Site Review showing how the event is exactly the same each time. Staff would review the parcel and determine the maximum occupancy for the

space as well as any additional conditions such as more restrooms, garbage cans, parking etc. If approved, the property owner would be able to hold that event provided they comply with the Site Review conditions. Changes to the property or to the event would require a new application;

7. Maintains different restrictions for car washes;
8. Recommends repeal of certain sections the currently exist under Selah Municipal Code (SMC) Chapter 4, such as a pool table permit fee and a prohibition on public dancing during certain hours;
9. Establishes an application fee (in an amount still to be determined).

Recommended Action: Conduct a public forum to allow for public comment on the current version of the proposed Ordinance. Allow an opportunity for discussion by the City Council. Direction by the City Council as to change changes or further actions that might be desired, prior to City staff bringing back a final version of the proposed Ordinance for an up-or-down vote.

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:
August 12, 2025	Study Session, focusing, in part, on the then-existing version of the proposed Ordinance

Chapters:

- **4.02Bowling Alleys and Poolrooms Repeal / Replace**
- **4.03Hotel/Motel Tax**
- **4.06Gambling Taxes**
- **4.10Dance Halls and Dances Repeal**
- **4.18Motion Picture Theaters Repeal**
- **4.22Spraying or Dusting Shrubbery and Trees**
- **4.26Circus and Carnival Licenses Repeal**
- **4.28Parades**
- **4.30Admissions Tax**
- **4.32Business Registration**
- **4.34Utility Occupation Tax**
- **4.35Sales or Use Tax**
- **4.36Carrier Buses**
- **4.37Peddlers, Solicitors, and Street Vendors**
- **4.38Real Property Sales Tax**
- **4.39Fundraising Car Washes Repeal**

Special Event Permit

4.02.10 Definitions

4.02.20 Permit Required

4.02.30 Exemptions

4.02.040 Application

4.02.050 Review and Approval

4.02.052 Council Approval

4.02.060 Denial

4.02.070 Event Space Site Review

4.02.072 Fundraising Car Washes

4.02.070 Appeal

4.02.050 Purpose

He purpose of the Special Event Ordinance is to provide a process for the public to apply for special events, road closures, and other activities associated with public and private events.

4.02.10 Definitions

As used in this chapter, the following words and phrases shall have the following meanings unless the context clearly requires otherwise:

- A. "Administrator" means the designated City Administrator or his/her designee who is responsible for receiving and processing applications for special events
- B. "Applicant" means the individual or entity applying to the city for a special event or fundraising car wash permit and for the use of a car wash discharge collection device. The applicant is the person or entity who will be responsible for the device's use and its return to the city.
- C. "Car wash discharge collection device" means the device that the Washington State Department of Ecology has provided to the city that will collect the discharge from car washes and the device that is required to be used with fundraising car washes within the city.
- D. "Car wash location" means any site, premise, lot or location or any portion thereof within the city at which any fundraising car wash is conducted.
- E. "Free Speech Activity" means an event where participants are exercising their lawful First Amendment rights, Activities can include but are not limited to rallies, marches, protests, or other demonstrations
- F. "Fundraising car wash" means any car wash conducted in an effort to raise funds on an intermittent basis whether for profit, charity, or other purposes. Fundraising car wash does not include any licensed commercial business within the city that provides car washing services as a regular and substantial portion of that business activities.
- G. "Group" means an assemblage of persons regarded as a unit due to common interests or goals.
- H. "Private Event" means an event that is not open to the general public and is conducted on either public or private property.
- I. "Site Plan" means a map showing a top down layout of the area to include surrounding areas that may be impacted by the event, and includes, but is not limited to, details of the proposed event and the location of services, parking, traffic circulation, assembly areas, and other event related items.
- J. "Special event" means a temporary activity, carnival, parade, assembly, procession, block party, fun-run, roadway foot races, community-sponsored activity, art and craft fairs or other similar function that is conducted wholly or partly on public property or any event on private property that involves an open invitation to the public excluding "Car Wash Fundraisers". An "open invitation to the public" includes, but is not limited to, events for which admission requires a ticket. "Special event" excludes functions conducted on property where outdoor functions have been permitted after having gone through site review to allow for specified events within the scope of the underlying certificate of

occupancy, where such function is consistent in scope with the approval obtained by site review.

- K. “Temporary” means, for the purposes of this chapter only, no more than four consecutive days during any calendar year.

4.02.20 Permit Required

A Special Event Permit is required for all events open to the public in any public facility, park, or open space. A permit is also required for private events conducted on public property or Right-of-way, or in a private facility or open space, in which the event is not authorized as an allowed use under the current certificate of occupancy, or if the use classification in the International Building Code would change when hosting the event.

4.02.30 Exemptions

The following are exempt from obtaining a special event permit fee, however a site plan, traffic control plan, or other pertinent plans must be submitted to the City of Selah 45 days in advance of the event.

- A. Selah Community Days
- B. 4th of July Celebrations under the Selah Downtown Association (SDA) or other non-profit organizers.
- C. National Night Out.
- D. The Selah Car Show organized by the City of Selah.
- E. Selah High School Homecoming Parade.
- F. Non-Profit Fundraisers that do not require road closures.
- G. Lighted Christmas Parade.
- H. Free Speech Activity or other Constitutionally protected activities.
- I. City of Selah sponsored or hosted events on Public property.
- J. Activities authorized under another permit such as an encroachment permit, park reservation, or right-of-way use permit do not require additional permitting under this ordinance.

4.02.040 Application

Any person wishing to host a public event or private event in a space, structure, or facility not designed and authorized to hold such an event under the Certificate of Occupancy shall submit to the City an application for a Special Event Permit at least 45 days in advance of the event if a public or private road closure is requested, or 30 days in advance if no road closure is requested.

The application shall be on a form provided by the City and shall include a Site Plan showing a top down look of the site to include location of parking, traffic circulation, ingress/egress for emergency responders, and any other pertinent information that will assist the City in understanding how the event will safely operate. The application shall provide language holding the City of Selah harmless.

4.02.050 Review and Approval

Once an application has been submitted for a Special Event Permit it shall be routed to the City Police, Fire, and Public Works Department for comment. The Special Event Permit Administrator shall review all comments and make appropriate changes to the site plan and issue a final decision approving or denying the requested event.

4.02.052 Approval by Specific Department

When a Special Event Application includes a public or private road closure, then the application shall be circulated to the Public Works Director, Selah Fire Department, and Selah Police Department for review. The Public Works Director shall make the final decision to approve, deny, or modify the Special Event Permit.

4.02.054 Limited Number of Special Events

Any parcel or building may host twelve (12) Special Events in any 12 month period. This provision shall not apply to parcels and buildings that have gone through Special Event Site Review (SMC 4.02.070)

4.02.060 Denial

The City of Selah may deny a Special Event Application if it finds that the impacts caused by the event are not in the best interests of the City, or that the City is unable to reasonably ensure the safety of citizens or participants, or if the capacity or occupancy limit of the venue would be exceeded.

4.02.065 Notification Required

The applicant of any approved special event shall provide notice to residents and businesses that will be impacted by the event. Notification must be done in writing and mailed or hand delivered to each dwelling unit and business. The notification shall include the date and time of the event, a contact name and phone number, and a map of the event location, route, street closures, or other information that reasonably explains how the event will function.

4.02.070 Special Event Space Site Review

In lieu of submitting a Special Event Permit Application, an applicant may request Special Event Site Review to determine the event capacity of a specific site or building, in order to host regular events. If approved the Special Event Site Review shall be good for the life of the property. If the property layout, or event layout changes, then a new application would need to be submitted. If approved, the City will provide the applicant a letter outlining the maximum allowed occupancy of the space, as well as additional requirements such as parking, restrooms, and other actions required to host an event.

4.02.071 Insurance Required

All special events using public property, right-of-way, or easements shall provide the City proof of insurance indemnifying the City of Selah as additionally insured. The amount of the insurance

shall not be less than \$1 million and may require additional coverage as determined by the City of Selah insurance provider. All vehicles used in parades must provide proof of auto liability insurance.

4.02.072 Fundraising Car Washes

Persons wishing to host a fundraising car wash must obtain a Car Wash Permit. In addition to the requirements in this code, car wash events not conducted on a site that is designed to handle runoff from the car wash must use a car wash discharge collection device.

4.02.073 Car Wash Permit Application

1. Applicant shall obtain a car wash permit using the form or process provided by the administrator of this code.
2. A Permit Fee is required and shall be identified in the City of Selah Fee Schedule

4.02.074 Car Wash Fundraiser Requirements

1. Fundraising car wash permits shall be issued for specific car wash locations within the city and shall not be transferable from an applicant to another person or entity. The car wash location for the car wash cannot be changed. Any transfer from the applicant to another person or entity or any change in the car wash location for the car wash shall require the issuance of a new license under the chapter.
2. The applicant shall be in possession of the fundraising car wash license during the car wash event and shall display the same if requested to do so.
3. The applicant also understands that the location of the car wash must first be approved by the City of Selah.
4. A Car Wash Discharge Collection Device is required for all proposed sites that do not have adequate collection systems in place.
5. Along with the permit fee under this chapter, the applicant shall be required to provide to the administrator a deposit in the amount of one hundred dollars. This deposit shall be returned to the applicant when the car wash discharge collection device is returned to the administrator following the car wash event, in no circumstances more than seventy-two hours after the completion of the car wash event. The deposit shall be specifically retained to recover the cost of the car wash collection discharge collection device in the event it is lost or returned in damaged or nonfunctioning condition. If the device is returned in acceptable, operable condition, the deposit shall be returned to the applicant.

4.02.075 Conditions of Approval.

1. The City of Selah may deny a Fundraising Car Wash Permit if it finds that the impacts caused by the event is not in the best interests of the City, or that the City is unable to reasonably ensure the safety of citizens or participants. The City of Selah may condition the approval of the permit to ensure compliance with applicable laws, or to ensure the safety of the public and participants.

4.02.080 Appeal

An Administrative Decision regarding a Special Event Permit or a Fundraising Car Wash may be appealed to the City Council.



CITY OF SELAH

Community Development
222 S. Rushmore Road
Selah, WA 98942

P: 509-698-7365
F: 509-698-7372

Special Event Application

Instructions: Provide as much detail as possible regarding your proposed event, the dates, times, and a complete site plan. If you have any questions please contact Selah Public Works at 509-698-7365

Event Name: _____ Event Date(s) _____ Event Time(s) _____

Event Location: _____

Does your event require closure of a street, sidewalk, public space, park, or portion of? ☐ Yes ☐ No

If “yes” please provide additional information regarding the type of closure and proposed barricades. You will also need to include this information on your site plan.

Will additional services be required?

Police	☐ Yes	☐ No
Private Security	☐ Yes	☐ No
Fire/EMS	☐ Yes	☐ No
Public Works	☐ Yes	☐ No
Garbage Service	☐ Yes	☐ No
City Water / Sewer	☐ Yes	☐ No

Additional Information

Will this event have amplified sound? ☐ Yes ☐ No

Proposed hours of amplified sound _____ to _____

Number of anticipated attendees _____.

Number of Bathrooms available for the event _____.

Will you be providing portable bathrooms or portable handwashing stations? ☐ Yes ☐ No



CITY OF SELAH

Community Development
222 S. Rushmore Road
Selah, WA 98942

P: 509-698-7365
F: 509-698-7372

Site Plan Instructions: You must provide a detailed site plan of the proposed event showing traffic routes, pedestrian routes, any road closures, types of barricades proposed, bathrooms, vendor locations, and points of ingress/egress for emergency response. A Site plan can be attached using a separate piece of paper.

Site Plan



CITY OF SELAH

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Example Site Plan



-  Type III Barricade
-  Event Area and Road Closure
-  Event Parking
-  Fire Department Staging
-  Traffic Revision Warning Sign
-  Traffic Circulation
-  Restrooms



CITY OF SELAH

Community Development
222 S. Rushmore Road
Selah, WA 98942

P: 509-698-7365
F: 509-698-7372

Applicants Name: _____

Applicants Email and Phone _____

Please provide a name and contact phone number of the person who will be responsible during the event.

Name _____ Phone _____

I certify that the above information is true and correct to the best of my ability. I also understand that the City of Selah may deny this application, or make additional requirements to ensure public safety.

 X
Signature _____

_____ Date

Important Information: Please understand that additional requirements, permits, licenses, or regulations may be required by other agencies. Below you will find the contact information for agencies which may have jurisdiction over your event. You are encouraged to contact these agencies prior to your event to ensure that you are in compliance.

Yakima Health District

1210 Ahtanum Ridge Drive

Yakima, WA 98903

(509) 575-4040

Website <https://www.yakimacounty.us/2871/Health-District>

Liquor and Cannabis Board

Website <https://lcb.wa.gov/>



Selah City Council

Regular Meeting

AGENDA ITEM SUMMARY

Meeting Date: 12/9/2025

Agenda Number: 13A

Action Item

Title: Resolution Authorizing the Finance Department to Pay Claims and Payroll During the Second Halves of June and December

From: Rob Case, City Attorney

Action Requested: Adoption

Staff Recommendation: Adoption

Board/Commission Recommendation: N/A

Fiscal Impact: None by this action, but various amounts will be paid during the second halves of June and December

Funding Source: Various

Background/Findings/Facts: The City Council customarily only holds one meeting during the month of June and also only one meeting during the month of December, each occurring during the first halves of such months (rather than during the second halves). As a result, the City's Finance Department has been placed into an uncomfortable quandary, whereby it has to choose to either timely pay claims and payroll items that come due during the second halves of such months without first getting formal payment approval from the City Council, or, instead, to not timely pay such items, wait for formal payment approval, and risk late fees accruing on such items in the meantime.

To resolve this quandary, City staff requests that the City Council approve a Resolution that grants advance authorization for the Finance Department to timely pay these items despite second monthly meetings not occurring. A proposed Resolution is submitted with the instant AIS. If it is approved, the Finance Department would be able to issue payment provided that the cumulative amounts (for all items) are within one hundred twenty-five percent (125.00%) of the amounts that the City paid (for all items) during the first half of each respective month. Then, the Finance Department would include corresponding information about the paid claims and payroll within the Agenda for the next forthcoming City Council meeting. Finally, the City Council would reserve the right to revoke or amend this grant of advance authorization by passing a follow-up Resolution or motion at a later date.

This is just an effort to negate any procedural irregularity, while not burdening the City Council with two additional (and not otherwise needed) meetings per year and while not needless causing the City to incur late fees.

Suggested 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 FINANCE DEPARTMENT TO PAY CLAIMS AND
PAYROLL DURING THE SECOND HALVES OF JUNE AND DECEMBER

WHEREAS, the City Council customarily only holds one meeting during the month of June and also only one meeting during the month of December, each occurring during the first halves of such months (rather than during the second halves); and

WHEREAS, as a result, the City's Finance Department has been placed into an uncomfortable quandary, whereby it has to choose to either timely pay claims and payroll items that come due during the second halves of such months without first getting formal payment approval from the City Council, or, instead, to not timely pay such items, wait for formal payment approval, and risk late fees accruing on such items in the meantime; and

WHEREAS, to resolve this quandary, City staff has requested that the City Council approve a Resolution that grants advance authorization for the Finance Department to timely pay these items despite second monthly meetings not occurring; 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 Finance Department be and is granted advance authorization to pay claims and payroll items that come due during the second halves of June and December without waiting for the next forthcoming City Council meeting. The Finance Department may pay such items without delay provided that the cumulative amounts (for all items) are within one hundred twenty-five percent (125.00%) of the amounts that the City paid (for all items) during the first half of each respective month. Then, the Finance Department shall include corresponding information about the paid claims and payroll within the Agenda for the next forthcoming City Council meeting. The City Council reserves the right to revoke or amend this grant of advance authorization by passing a follow-up Resolution or motion at a later date.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 9th day of December, 2025.

Roger Bell, Mayor

ATTEST:

Courtney McGarity, City Clerk

APPROVED AS TO FORM:

Rob Case, City Attorney



Selah City Council

Regular Meeting

AGENDA ITEM SUMMARY

Meeting Date: 12/9/2025

Agenda Number: 13B

Action Item

Title: Resolution Authorizing the Mayor to Sign a Four-Page Amendment to Contract for Indigent Defense Services

From: Rob Case, City Attorney

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: An additional \$24,000.00 per year of base compensation, and an increase of the defender's per-day trial rate from a maximum of \$500.00 to a new maximum of \$700.00 (with approximately 6 trials contemplated per year). Also, the defender would receive the same end-of-year COLA (starting in 2027) that applies for the City's police officers.

Funding Source: 001 General Fund

Background/Findings/Facts: Since May of 2023, attorney Daniel B. Polage has provided public defender services to indigent defendants at the City's municipal court on an independent contractor basis. He has done so via a fourteen-page Contract for Indigent Defense Services.

For two reasons, an amendment is now proposed as to the defender's contract. First, due to inflation and other economic factors, the defender desires slightly higher compensation. Second, as the City Council knows, the state is implementing changes with regard to how many cases a single defender can handle per calendar year. Those changes will be phased in over time, starting in 2026. The net effect will be that the City will need more than a single defender, in order for its entire indigent defense caseload to be handled.

A four-page Amendment to Contract for Indigent Defense Services is submitted with the instant AIS. It sets forth, in editing marks, each of the proposed changes to the defender's contract. His base compensation would increase from \$9,000.00 per month to \$11,000.00 per month. In addition, his per-day trial maximum would increase from \$500.00 to \$700.00. Also, starting in 2027, the defender would receive the same end-of-year COLA adjustment that applies for the City's police officers. Finally, the term/duration of his contract would be extended from the currently-applicable endpoint of December 31, 2026, to a new endpoint of December 31, 2030.

If the proposed Amendment is approved and entered into, the City will continue to solely contract with Mr. Polage (rather than contracting with multiple defenders). However, Mr. Polage will be responsible for engaging as many additional defenders as might prove necessary, for he and they to fully cover the City's indigent defense caseload each year. If any portion of the caseload goes

unperformed by Mr. Polage and any additional attorney(s) that he engages, then the City's monthly payments to Mr. Polage will be reduced accordingly (pursuant to paragraph 2.1.1 of his contract, which paragraph would not be changed via the currently-proposed Amendment). Increasing Mr. Polage's contractual compensation will enable him to engage one or more additional attorneys in order to see that the City's entire indigent caseload is handled each year.

City staff recommends that the City Council approve the four-page Amendment. The defender has performed well and there is a dearth of available and willing attorneys who can provide defender services to indigent defendants at a municipal court on an independent contractor basis.

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:
04/11/2023	Resolution No. 3002; Resolution Authorizing the Mayor to Sign a Fourteen-Page Contract for Indigent Defense Services with Attorney Daniel B. Polage

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE MAYOR TO SIGN A FOUR-PAGE AMENDMENT TO
CONTRACT FOR INDIGENT DEFENSE SERVICES

WHEREAS, the City has an existing contractual relationship with attorney Daniel B. Polage, whereby Mr. Polage provides defense services to indigent defendants at the City's municipal court on an independent contractor basis; and

WHEREAS, the current fourteen-page Contract for Indigent Defense Services was entered into following the City Council's adoption of Resolution No. 3002), and it has not been previously amended; and

WHEREAS, the City desires to make certain changes to the defender's current contract, both with respect to Mr. Polage's levels of compensation and with respect to other language within the current contract; and

WHEREAS, a four-page written amendment, labeled "Amendment to Contract for Indigent Defense Services", has been prepared, has already been signed by Mr. Polage in advance, 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 four-page Amendment to Contract for Indigent Defense Services in the form appended hereto.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 9th day of December, 2025.

Roger Bell, Mayor

ATTEST:

Courtney McGarity, City Clerk

APPROVED AS TO FORM:

Rob Case, City Attorney



Selah City Council

Regular Meeting

AGENDA ITEM SUMMARY

Meeting Date: 12/9/2025

Agenda Number: 13C

Action Item

Title: Resolution Authorizing the Mayor to Sign a Four-Page Additional Amendment to Professional Services Contract Prosecution with the Entity of Margita A. Dornay Attorney at Law, PLLC

From: Rob Case, City Attorney

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: An additional \$12,000.00 per year of base compensation, and an increase of the prosecutor's per-day trial rate from a maximum of \$600.00 to a new maximum of \$1,000.00 (with approximately 6 trials contemplated per year). Also, the prosecutor would receive the same end-of-year COLA (starting in 2027) that applies for the City's police officers.

Funding Source: 001 General Fund

Background/Findings/Facts: Since late 2014, attorney Margita A. Dornay (either personally or via her PLLC entity) has provided prosecution services for the City on an independent contractor basis. She has done so via an original two-page contract (entered into in late 2014), a replacement two-page contract (entered into mid 2015), and two amendments to the replacement contract (with one occurring in early 2016 and the other occurring in early 2023).

The prosecutor's contract has always included language whereby she is entitled the same compensation that the City pays its contracted public defender. However, the prosecutor willingly accepted lower compensation than the contracted public defender when a new public defender entered into a contract with the City in early 2023. Specifically, the prosecutor agreed to accept a base compensation of \$8,000.00 per month (as of early 2023) when the new contracted public defender had been granted base compensation of \$9,000.00 per month.

For two reasons, the prosecutor has requested an additional amendment to her contract. First, due to inflation and other economic factors, the prosecutor desires slightly higher compensation. Second, the City's contract with its public defender is contemplated to be amended as of the start of 2026, and, as mentioned above, the prosecutor is entitled to be paid the same as the public defender. However, the prosecutor is again willing to accept lower compensation than the public defender (following the amendment to the public defender's contract).

A four-page Additional Amendment to Professional Services Contract Prosecution is submitted with the instant AIS. It sets forth, in editing marks, each of the proposed changes to the

prosecutor's contract. Her base compensation would increase from \$8,000.00 per month to \$9,000.00 per month (whereas the public defender's base compensation is contemplated to be \$11,000.00 per month). In addition, the prosecutor's per-day trial maximum would increase from \$600.00 to \$1,000.00. Also, starting in 2027, the prosecutor would receive the same end-of-year COLA adjustment that applies for the City's police officers. Finally, the language whereby the prosecutor is (or could be) entitled the same compensation as the public defender would be amended, so as to only be triggered if the public defender's compensation is increased after December 2030.

City staff recommends that the City Council approve the four-page Additional Amendment. The prosecutor has performed well and there is a dearth of available and willing attorneys who can provide prosecution services to a municipality on an independent contractor basis.

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:
04/11/2023	Resolution No. 3003; Resolution Authorizing the Mayor to Sign a Four-Page Amendment to Professional Services Contract Prosecution with the Entity of Margita A. Dornay Attorney at Law, PLLC
02/05/2016	(Without a Resolution); Increase in prosecutor's base compensation from \$4,700.00 per month to \$5,000.00 per month. Instead, see Minutes of City Council meeting from January 26, 2016 (pages 5-6 thereof), and City Council's vote on Ordinance No. 1983 as a budget adjustment to enable an increase in the prosecutor's compensation (and also the public defender's compensation)
07/15/2015	(Without a Resolution); Formation of Two-Page Professional Services Contract Prosecution between City and Entity of Margita A. Dornay Attorney at Law, PLLC
10/14/2014	Resolution No. 2418; A Resolution Authorizing the Mayor to sign a Professional Services Contract with Margita A. Dornay for prosecution services

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE MAYOR TO SIGN A FOUR-PAGE ADDITIONAL
AMENDMENT TO PROFESSIONAL SERVICES CONTRACT PROSECUTION WITH THE
ENTITY OF MARGITA A. DORNAY ATTORNEY AT LAW, PLLC

WHEREAS, the City has a longstanding contractual relationship with the law firm of Margita A. Dornay Attorney at Law, PLLC, whereby Ms. Dornay provides prosecution services on an independent contractor basis for criminal and infraction cases at the City's municipal court; and

WHEREAS, the most-recent version of the contract is a two-page document labeled "Professional Services Contract Prosecution" that was entered into on or about July 17, 2015, and a four-page "Amendment to Professional Services Contract Prosecution" was then entered into by and between the parties in early 2023 (following the City Council's adoption of Resolution No. 3003); and

WHEREAS, the City desires to make additional changes to the prosecutor's current contract, both with respect to Ms. Dornay's levels of compensation and with respect to other language within the current contract; and

WHEREAS, a four-page written additional amendment, labeled "Additional Amendment to Professional Services Contract Prosecution", has been prepared, has already been signed by Ms. Dornay in advance, 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 four-page Additional Amendment to Professional Services Contract Prosecution in the form appended hereto.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 9th day of December, 2025.

Roger Bell, Mayor

ATTEST:

Courtney McGarity, City Clerk

APPROVED AS TO FORM:

Rob Case, City Attorney



Selah City Council

Regular Meeting

AGENDA ITEM SUMMARY

Meeting Date: 12/9/2025

Agenda Number: 13D

Action Item

Title: Resolution Authorizing the Mayor to Extend a Contractual Offer to Randall P. Mueller to Become the City's City Administrator

From: Rob Case, City Attorney

Action Requested: Adoption

Staff Recommendation: Adoption

Board/Commission Recommendation: N/A

Fiscal Impact: Initial annual salary of \$144,600.00 (which will be the maximum on the forthcoming Ordinance Establishing the 2026 Base Salary and Wage Schedule for Unrepresented (a/k/a Non-Union) Positions). Also, standard fringe benefits and usage of a City-provided vehicle. Plus, up to \$5,000.00 of reimbursable moving costs and/or temporary housing expenses.

Funding Source: 60% from 001 General Fund; 20% from 411 Water; and 20% from 415 Sewer.

Background/Findings/Facts: City management recently published a job opening for the position of City Administrator, received multiple applications, conducted an initial round of interviews, and then held secondary in-person interviews with two finalist candidates (and multiple members of the City Council and certain members of the public also participated in the secondary in-person interviews).

The Mayor has chosen Randall (Randy) P. Mueller as his selection. Pursuant to RCW 35A.12.100 and Selah Municipal Code (SMC) section 1.10.015(a), the City Council is vested with the authority to either confirm or disconfirm the Mayor's selection. Also, the City Council is vested with the authority to approve any contract that might be entered into with Mr. Mueller.

The background check on Mr. Mueller is still ongoing. However, the Mayor and Mr. Mueller have negotiated with respect to the terms of a potential contract.

December 9th is the final City Council meeting during 2025, and, thus, is also the final date that the City Council can vote during 2025 as to the selection of Mr. Mueller and/or as to the terms of his contract. Mr. Mueller is contemplated to commence employment on January 1, 2026 (or perhaps a few days thereafter). To enable this to occur, the Mayor is hereby seeking approval to extend a contractual offer to Mr. Mueller pending the conclusion, and satisfactory results of, the background check.

A proposed eleven-page Employment Contract is submitted with the instant AIS. Also submitted is a proposed Resolution, which, if approved, will confirm the Mayor's selection of Mr. Mueller

and authorize the Mayor to extend a contractual offer (*i.e.*, the eleven-page Employment Contract) to Mr. Mueller. The Mayor could then sign the Employment Contract at any time between December 9th and early January, after the background check has been satisfactory concluded.

Suggested 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 EXTEND A CONTRACTUAL OFFER
TO RANDALL P. MUELLER TO BECOME THE CITY'S CITY ADMINISTRATOR

WHEREAS, following interviews, the Mayor has selected Randall (Randy) P. Muller has his choice for City Administrator; and

WHEREAS, a proposed eleven-page Employment Contract has been negotiated between the Mayor and Mr. Mueller; and

WHEREAS, the background check on Mr. Mueller is still ongoing and is expected to be completed during the second half of December 2025; and

WHEREAS, the Mayor desires to have Mr. Mueller commence employment on January 1, 2026 (or perhaps a few days thereafter); and

WHEREAS, the Mayor has sought authorization from the City Council to extend a contractual offer to Mr. Mueller – via the eleven-page Employment Contract – now, pending the outcome of the background check; 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's selection of Mr. Mueller to become the City's City Administrator be and is confirmed, and the Mayor be and is authorized to extend a contractual offer to Mr. Mueller via the eleven-page Employment Contract in the form appended hereto provided however that the Mayor shall not sign (and the City shall not otherwise enter into) the Employment Contract until the background check is complete and the Mayor has assessed that no disqualifying information was revealed.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 9th day of December, 2025.

Roger Bell, Mayor

ATTEST:

Courtney McGarity, City Clerk

APPROVED AS TO FORM:

Rob Case, City Attorney

Employment Contract

This Employment Contract (hereinafter "Contract") is made and entered into by and between the City of Selah, a Washington municipal corporation (hereinafter "City"), and Randall P. Mueller (hereinafter "Employee").

WHEREAS, the City desires to enter into a contractual relationship with Employee for the position of "City Administrator" pursuant to Selah Municipal Code section 1.10.015, and Employee has agreed to serve in this capacity under the terms and conditions of this Contract.

THEREFORE, in consideration of the terms and conditions of this Contract, City and Employee agree as follows:

1. Duties and Responsibilities

- 1.1. Title. Commencing on January 1, 2026 (or on such later date as the parties mutually agree), the City will employ Employee as its City Administrator and Employee's title shall be "City Administrator."
- 1.2. Duties. Employee shall have, and agrees to perform in good faith and to the best of his ability, the duties and responsibilities of City Administrator consistent with the laws of the State of Washington and the ordinances and policies of the City, including but not limited to Selah Municipal Code section 1.10.015. Under the general direction of the Mayor, Employee shall have the following specific duties, powers and responsibilities in addition to others provided by Selah Municipal Code section 1.10.015 or otherwise:
 - 1.2.1. Under the direction and authority of the Mayor, supervise, administer and coordinate the activities of the various City offices, departments, commissions and boards in carrying out the ordinances and policies of the City Council; and administer and supervise the carrying out of the decisions, regulations and policies of the various City departments, commissions and boards;
 - 1.2.2. Report to the Mayor and City Council concerning the status of all assignments, duties and functions of the various City offices, departments, commissions and boards;
 - 1.2.3. In cooperation with the City's Finance Director, keep the Mayor and City Council advised of the financial condition of the City and its future needs, and assist in the preparation and submission of a preliminary budget to the Mayor and City Council;

- 1.2.4. Serve as personnel officer for the City, including, without necessary limitation, the hiring and discharging, subject to the approval of the Mayor, of all City employees, except those employees and officers required by law to be appointed by the Mayor;
 - 1.2.5. Supervise all purchasing by the various City offices, departments, commissions and boards;
 - 1.2.6. Supervise all expenditures by the various City offices, departments, commissions and boards, for the purpose of keeping the same within the limitations of the annual budget of the City;
 - 1.2.7. Assist the Mayor and City Council in conducting the City's business in all matters and perform other duties as the Mayor and City Council may direct;
 - 1.2.8. Attend all meetings of the City Council and such other meetings as may be suggested by the Mayor; and
 - 1.2.9. Recommend for adoption by the Mayor and City Council measures the City Administrator may believe necessary.
- 1.3. Devotion of Time and Effort. Employee shall devote his full time, energies, interests, and abilities to the performance of the duties and responsibilities of City Administrator and shall not engage in activities that conflict with or interfere with his performance of such duties and responsibilities. Employee agrees that so long as he remains employed by the City he will remain in the exclusive employ of the City and he shall not become employed by any other person or entity, provided that Employee may engage in occasional teaching and/or consulting on Employee's own time with advance approval of the Mayor.
- 1.4. Work Schedule. The typical minimum work week shall be approximately 40 hours, typically occurring on Monday through Friday from 8:00 a.m. to 5:00 p.m. (not including breaks) unless an alternate schedule is approved by the Mayor. However, Employee shall also work any additional hours and days that are reasonably required to discharge the duties and responsibilities of the office of City Administrator. On occasions when Employee works more than 40 hours per week or more than 8 hours per day or any hours on Saturday or Sunday or any holiday, Employee shall be allowed to establish a modified work schedule for subsequent hours or days so that his cumulative hours worked during any week will be

approximately 40 total hours. In all situations, Employee shall utilize and submit timecards for all hours that Employee actually works even though Employee's position shall be an "exempt" position from state and federal hour-based compensation laws.

2. At-Will Employment

Employee shall be employed for an indefinite term. Employee's employment with the City is "at-will" and may therefore be terminated at any time by Employee, or by the City, either on a "without cause" basis or on a "with cause" basis (as defined in paragraphs 6.1 and 6.2 below).

3. Compensation

- 3.1. Base Annual Salary. As compensation to Employee for services rendered, upon hire Employee shall be paid a base annual salary of One Hundred and Forty-Four Thousand Six Hundred Dollars (\$144,600.00) gross, payable in accordance with the City's regular payroll periods and procedures and subject to all withholdings and deductions required by law. The position of City Administrator is exempt from overtime under state and federal law and Employee therefore shall not be eligible for overtime pay or compensatory time. Starting January 2027, the Employee shall receive the same upward annual cost-of-living percentage adjustment (COLA) that applies to the wages and salaries of the City's other management-level non-represented City employees as determined annually by the City Council, and thus Employee's base annual salary shall be increased effective January 1 of each calendar year by such percentage. For clarification purposes, the Employee is not eligible for a cost-of-living increase in January 2026.
- 3.2. Retirement. Employee's position qualifies him for enrollment in the Washington's Public Employee's Retirement System ("PERS"). City shall make all required employer contributions, as required by law.
- 3.3. Moving/Temporary Housing Reimbursement. The City shall reimburse Employee up to Five Thousand Dollars (\$5,000.00) in moving and/or temporary housing expenses incurred by Employee in order to perform services under this Contract. Expenses must be incurred and submitted for reimbursement to the City within Employee's first six (6) months of employment, or during the month preceding Employee's commencement of employment with the City. Payment shall be made upon receipt by the City of documentation that the expenses have been incurred and are deemed reasonable.

- 3.4. Expenses. The City agrees to directly pay, or reimburse to Employee, all reasonable and necessary expenses that are incurred for the benefit of the City, in accordance with City policy.
- 3.5. Professional Development. The City shall budget and pay for the professional dues and subscriptions of Employee for his continuation and full participation in state, local, and national associations and organizations necessary for his continued professional participation, growth and advancement to better serve the interests of the City. The City further recognizes the value of having Employee participate in and be directly involved in local civic clubs and organizations. Accordingly, the City shall pay for reasonable membership fees and dues to enable Employee to become an active member in local civic clubs and organizations.

4. Benefits

- 4.1. Health and Other Insurance. Employee is eligible to participate in the City's health and other insurance benefits on the same terms as those benefits are provided to other management-level non-represented City employees.
- 4.2. Vacation. Upon hire, Employee shall be allotted forty (40) hours of accrued vacation. Thereafter, Employee shall accrue vacation at a rate of one hundred sixty (160) hours per year. Employee may roll over any accrued but unused vacation hours from one calendar year to the next subject to the City's then-existing policy (which is, at present, a total of three hundred (300) hours may be rolled over, but the City reserves the right to potentially change that policy in the future). To the extent that any portion of this section 4.2 conflicts with Resolution No. 3134 or any in-force employee handbook or policy, this Contract controls and the City Council's approval of this Contract is a conscious choice to deviate from those other items.
- 4.3. Sick Leave. Upon hire, Employee shall be allotted forty (40) hours of accrued sick leave. Thereafter, Employee shall accrue sick leave on the same terms as other management-level non-represented City employees. Employee may rollover any accrued but unused sick leave hours from one calendar year to the next subject to the City's then-existing policy (which policy is, at present, no limitation on the number of sick-leave hours which can be rolled over each year, but the City reserves the right to potentially change that policy in the future).

- 4.4. Holidays and Other Paid/Unpaid Leave. Employee shall receive holiday leave and other paid/unpaid leave benefits as the City may provide from time to time on the same terms as those benefits are provided to other management-level non-represented City employees.
- 4.5. Life Insurance. None.
- 4.6. City Vehicle. A City vehicle shall be provided to Employee within twelve (12) months of hire. The City vehicle shall be used for regular day-to-day travel throughout the City as well as any out-of-town travel for City business. The vehicle may also be taken home by Employee, so that Employee may respond to after-hours City business and emergencies. Should Employee use his personal vehicle for City business, he shall be eligible for mileage reimbursement according to City policies.
- 4.7. Mobile Phone, Laptop. The City shall provide Employee with a mobile phone and a laptop for use in accordance with City policy.
- 4.8. Other City Benefits and Policies. Employee will receive other benefits provided by, and be subject to any obligations included in, applicable City policies as may from time to time be adopted or amended by the City; provided that no such policy will be applicable to the extent that it conflicts with a term of this Contract.

5. **Performance Standards and Evaluation**

Employee will be evaluated on his job performance and satisfaction of established goals and objectives annually, or when otherwise deemed appropriate by the Mayor. The Mayor shall produce a written report for any such performance review, which shall utilize a process and structure agreed to by both Employee and City.

6. **Termination**

- 6.1. Termination on a "Without Cause" Basis. The Mayor may at any time, in his/her unlimited and continuing discretion, terminate Employee's employment on a "without cause" basis at any time by providing written notice to Employee. In such event, the City will pay Employee his then-applicable base salary earned through his final day of employment (on a gross basis, thus subject to all withholdings and deductions required by law) and the City will also pay Employee the cash-out value of his then-existing accrued but unused vacation leave (also on a gross basis, and thus also subject to all withholdings and deductions required by law). In the event the City effectuates a without cause termination earlier than or on January 1, 2032 (which is roughly six years after Employee's date of hire), the City will also pay

Employee six (6) months of Employee's then-applicable base salary as severance pay (again on a gross basis, and thus again subject to all withholdings and deductions as required by law) if and only if and in exchange for Employee agreeing to, signing and not revoking a Separation Agreement and Release of Claims in a form and substance acceptable by the City.

- 6.2. Termination on a "For Cause" Basis. The Mayor may at any time terminate Employee's employment on a "for cause" basis by providing written notice to Employee. "Cause" is defined to include any or all of the following acts or omissions by Employee: (i) dishonesty related to his employment; (ii) commission of gross negligence, reckless disregard or willful intent that results in significant financial or reputational harm to the City; (iii) failure to follow a lawful directive from the Mayor; (iv) willful or persistent material breach of his duties and responsibilities under this Contract (provided that in non-emergency situations, Employee has been given notice and a reasonable opportunity to cure the alleged failure); (v) conviction of a felony or crime of moral turpitude; or (vi) willful violation of City policy or other willful misconduct related to his official duties under this Contract or section 1.10.015 of the Selah Municipal Code. In such event, the City will pay Employee his then-applicable base salary earned through the date of termination (on a gross basis, and thus subject to all withholdings and deductions required by law) and the City will also pay Employee the cash-out value of his then-existing accrued but unused vacation (also on a gross basis, and thus also subject to all withholdings and deductions as required by law). However, Employee shall not be entitled to receive any severance pay if terminated on a "for cause" basis.
- 6.3. Resignation/Retirement. Employee may at any time, in his unlimited and continuing discretion, resign and relinquish his employment by providing written notice to the Mayor. In such event, the City will pay Employee his then-applicable base salary earned through this final day of employment (on a gross basis, and thus subject to all withholdings and deductions required by law). Moreover, the City will also pay Employee the cash-out value of his then-existing accrued but unused vacation (also on a gross basis, and thus also subject to all withholdings and deductions as required by law) if and only if and in exchange for the Employee providing such notice to the Mayor at least thirty (30) calendar days prior to Employee's effective resignation date (or by such other lesser deadline as the Mayor may agree to), otherwise such gross cash-out payment to employee shall be reduced by the number of days/hours that Employee would have been expected to work during the thirty-day period immediately following the latter of the date that Employee actually provided such notice or his effective resignation date. If such voluntary resignation is for a documented matter of health, the thirty (30) calendar day requirement may be waived at the discretion of the Mayor. If such waiver is issued, Employee shall be entitled to full cash-

out of then-existing accrued but unused vacation (on a gross basis) without any per-day/per-hour reduction. Employee shall not be entitled to receive any severance pay if separation is due to voluntary resignation or retirement.

- 6.4. Disability; Death. The Mayor may terminate Employee's employment due to any permanent or temporary disability or incapacity (including but not limited to illness) that renders the Employee unable to fully perform his duties and responsibilities for a cumulative or successive duration of six (6) months during any twelve-month period (and not necessarily judged on a calendar-year basis) by providing written notice to Employee or to a proper agent of Employee. In the event of disability, Employee shall be entitled to reasonable accommodation prior to termination. Employee's employment shall be deemed automatically terminated upon Employee's death. In the event of termination of Employee's employment on either basis, the City will pay Employee or his estate Employee's then applicable base salary earned through his final day of employment (on a gross basis, and thus subject to all withholdings and deductions required by law) and the City will also pay Employee the cash-out value of his then- existing accrued but unused vacation (also on a gross basis, and thus also subject to all withholdings and deductions as required by law). Further, in such event, neither Employee nor his estate shall be entitled to receive any severance payment.

7. Code of Ethics

The City acknowledges that Employee is professionally accredited as a Credentialed Manager (CM) with the International City/County Management Association (ICMA). As an ICMA-CM, Employee is required to abide by a professional Code of Ethics, of which a summary is attached as "Exhibit A" and the most recent full version can be found at <https://icma.org/icma-code-ethics> . The City will not request or order Employee to act or not act in such a manner as to violate his professional Code of Ethics, and actions in compliance with the Code of Ethics shall not be grounds for a "for cause" termination under section 6.2 of this Contract.

8. Integration/Entire Agreement

This Contract constitutes the entire agreement between the parties and supersedes all prior oral or written negotiations, offers, agreement, or understandings between the parties with respect to the subject matter of this Contract. No waiver, alteration, or modification of any of the provisions of this Contract will be binding unless in writing and signed by duly authorized representatives of the parties. To the extent that any provision of this Contract conflicts with any provision of any City policy or rule, the provisions of this Contract shall prevail and control. By contrast, to the extent that any provision of this Contract conflicts with any provision of now-existing law including now-existing City code and ordinances, the provisions of now-existing

law and now-existing City code and ordinances shall prevail and control. If any provision of this Contract is held to be unenforceable, such provision shall be treated as automatically modified so as to be enforceable and the other provisions of this Contract shall remain in full force and effect without modification.

9. Other Terms and Conditions

- 9.1. Any notice to the City under this Contract shall be furnished in physical written form by Employee to the Mayor or City Attorney. Any notice to Employee under this Contract shall be furnished in physical written form by the City to Employee. All such notices must be sent by first-class mail with postage prepaid or delivered in person (but a duplicate may be sent via email, provided that such emailed duplicate shall not constitute or be effective on its own as original notice). Any hand-delivered notices shall be deemed effective as of the date of actual delivery, and any notices delivered via certified mail shall be deemed effective as of date recited on the return receipt of actual delivery to the recipient.
- 9.2. The Mayor may at any time, in his/her unlimited and continuing discretion, establish, promulgate and impose any new or clarified lawful policy or rule as to Employee's duties and responsibilities or Employee's performance by providing notice to Employee, provided that such policies and rules are not inconsistent with or in conflict with the provisions of this Contract, then-applicable City code or ordinances, or any other then-applicable law.
- 9.3. All now-existing or later-existing provisions of City code, City ordinances, City regulations, City policies and rules shall apply to and for Employee to the same extent that such apply to other employees of the City, except as may be specifically otherwise stated in this Contract.
- 9.4. This Contract shall be interpreted, construed, and enforced according to the internal laws of the State of Washington (not including a choice-of-law or conflict-of-law laws).
- 9.5. All captions and section headings used in this Contract are for convenience only and do not alter the substantive effect of any provision of this Contract.
- 9.6. No waiver by either party of any breach or violation by either party of the provisions of this Contract shall be deemed a waiver of any subsequent breach or violation.

10. Modification

The parties agree that this Contract can be amended or modified only with the written concurrence of both parties.

11. Counterparts

This Contract may be executed in counterparts, and each counterpart will have the same force and effect as an original and will constitute an effective, binding agreement on the part of each party.

WHEREFORE, the parties have entered into and formed this Contract via their respective signatures occurring on the date(s) recited below, but with this Contract taking effect on January 1, 2026:

CITY OF SELAH ("City")

By: _____
Roger Bell, Mayor
(following prior approval of City Council via Resolution)

Dated: _____

RANDALL P. MUELLER ("Employee")

Randall P. Mueller

Dated: _____

“Exhibit A”

Cover Page to the ICMA Code of Ethics

[Remainder of this page intentionally blank]

ICMA CODE OF ETHICS

The mission of ICMA is to create excellence in local governance by developing and fostering professional local government management worldwide. To further this mission, certain principles, as enforced by the Rules of Procedure, shall govern the conduct of every member of ICMA, who shall:

1. We believe professional management is essential to effective, efficient, equitable, and democratic local government.
2. Affirm the dignity and worth of local government services and maintain a deep sense of social responsibility as a trusted public servant.
3. Be dedicated to the highest ideals of honor and integrity in all public and personal relationships in order that the member may merit the respect and confidence of the elected officials, of other officials and employees, and of the public.
4. Serve the best interests of all community members.
5. Submit policy proposals to elected officials; provide them with facts, and technical and professional advice about policy options; and collaborate with them in setting goals for the community and organization.
6. Recognize that elected representatives are accountable to their community for the decisions they make; members are responsible for implementing those decisions.
7. Refrain from all political activities which undermine public confidence in professional administrators. Refrain from participation in the election of the members of the employing legislative body.
8. Continually improve professional capabilities and those of others while fostering growth and development through ethical leadership and effective management practices.
9. Keep the community informed on local government affairs. Encourage and facilitate active engagement and constructive communication between community members and all local government officials.
10. Oppose efforts to interfere with professional responsibilities by consistently executing official duties, policies, and processes with an unwavering commitment to unbiased public service.
11. Manage all personnel matters with fairness and impartiality.
12. Public office is a public trust. A member shall not leverage his or her position for personal gain or benefit.

Adopted by the ICMA Executive Board in 1924, and most recently revised by the membership in May 2025.





Selah City Council

Regular Meeting

AGENDA ITEM SUMMARY

Meeting Date: 12/9/2025

Agenda Number: 13E

Action Item

Title: Resolution Approving the Architect's Maximum Fees for Design of a New Modular Building to Serve as a Municipal Center/Public Safety Building, and Authorizing the Mayor to Enter into a Three-Page Letter-Style Agreement with the Architect

From: Rob Case, City Attorney

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: An additional \$1,196,618.80 for the architect's services (beyond the \$67,000.00 that the City has already paid). (The amount to be paid to one or more construction contractors to actually construct and install the building will be established later, after a public bidding process is conducted.)

Funding Source: 001 General Fund (but the City still contemplates securing a loan – initially from a local bank as interim financing, and then ultimately from the federal government to replace the interim financing) for approximately one-half of the total project cost (which will be the combination of architect's fees and the amounts paid to any construction contractors).

Background/Findings/Facts: In August 2025, the City contractually engaged the architectural firm of Studio Meng Strazzara, Inc., to complete a preliminary design of a new modular building to serve as a municipal center/public safety building. The architectural firm has done so and the preliminary design has been blessed by the Mayor and City staff (and multiple members of the City Council have also reviewed the preliminary design and have had generally positive feedback).

It is now time to decide whether to move to the next step. Specifically, the next step would be to approve the architectural firm's contemplated fees for completing a full design of the modular building (which full design could then later be used during a public bidding process whereby one or more construction contractors would be selected to actually construct and install the building).

The architectural firm has drafted a one-page chart, labeled Design Fees, that itemizes the contemplated fees for a full design. It has also drafted a three-page letter-style agreement. Copies of such items are submitted with the instant AIS. As stated in such items, the City already paid \$67,000.00 for the preliminary design and the full design is contemplated to cost an additional \$1,196,618.80 (although a couple items or tasks may ultimately be performed by City staff directly, thus reducing the full design cost by one or more small amounts).

City staff recommends that the City Council approve the architectural firm’s maximum fees and the letter-style agreement, so that the full design can be completed and, thereafter, so that the public bidding process for one or more construction contractors can then occur. A proposed Resolution is submitted with the instant AIS, which, if approved, will approve the fees and authorize the Mayor to enter into the letter-style agreement.

Notably, the entire project is currently contemplated to cost approximately \$11,102,118.80 (which is comprised of a construction/installation cost of \$9,075,500.00, the architect’s fees of the already-paid \$67,000.00 and the now-under-discussion \$1,196,618.80, and \$830,000.00 of applicable sales taxes). This \$11.102 million figure is lessor than the overall cost that was contemplated in prior years when then-City management contemplated constructing a new building.

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

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

Date:	Action Taken:
08/26/2025	Resolution No. 3238; Resolution Authorizing the Mayor to [Sing] a Seven-Collective-Page Agreement with Studio Meng Strazzara, Inc.
05/27/2025	Resolution No. 3213; Resolution Authorizing the Mayor and City Staff to Commence the Process to Seek an Architect for the City’s Plan to Construct a Modular Building

RESOLUTION NO. _____

RESOLUTION APPROVING THE ARCHITECT'S MAXIMUM FEES FOR DESIGN OF A
NEW MODULAR BUILDING TO SERVE AS A MUNICIPAL CENTER/PUBLIC SAFETY
BUILDING, AND AUTHORIZING THE MAYOR TO ENTER INTO A THREE-PAGE
LETTER-STYLE AGREEMENT

WHEREAS, the City previously selected Studio Meng Strazzara, Inc., as the architectural firm to design a new modular building to serve as a municipal center/public safety building. This occurred via Resolution No. 3238 on August 26, 2025; and

WHEREAS, the architectural firm has completed the preliminary design of the building, and the City has paid \$67,000.00 for that component of this project; and

WHEREAS, the architectural firm is now ready to complete the full design of the building, in exchange for corresponding additional fees; and

WHEREAS, the contemplated additional architectural fees are \$1,196,618.80, which is an amount that is acceptable to the Mayor and City staff. And the Mayor and City staff have recommended that the City Council approve such amount; and

WHEREAS, a three-page letter-style agreement has been prepared, its terms are acceptable to the Mayor and City staff, and the Mayor and City staff have recommended that the City Council authorize the Mayor to enter into 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 architectural firm's additional fees of \$1,196,618.80 be and are approved, that the Mayor be and is authorized to enter into the three-page letter-style agreement in the form appended hereto, and that the Mayor and City staff be and are authorized to take all necessary actions to assist the architectural firm in completing the full design of the building.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 9th day of December, 2025.

Roger Bell, Mayor

ATTEST:

Courtney McGarity, City Clerk

APPROVED AS TO FORM:

Rob Case, City Attorney

December 3, 2025

Mayor Roger Bell
City of Selah
115 W Naches Ave #1
Selah, WA 98942

RE: Fee Proposal – Phase 2, Design for New Municipal Building; Police Station, City offices, and Municipal Court/Council chambers

Dear Mayor Roger:

We thank you for the opportunity to submit for your review, a fee proposal for providing architectural and engineering services for the New Municipal Building for City of Selah following RCW.39.80 QBS compliance. Project site to be located on Yakima County Assessor's Parcel # 181435-41454; approximately 2.34 acres site with an existing paved parking lot.

Project Scope

The proposed scope of our work is based on our earlier discussion splitting the project proposal into 2 phases. This proposal is for Phase 2 portion, modular structure on vacant site on W. Naches Ave.

We understand **Phase 2** portion of project to include:

1. Continuation of work completed under phase 1
 2. Incorporate comments received on Phase 1 plans.
 3. MACC: \$9,075,500
 4. Approximately 15,000 sf, 1 story – factory built modular building.
 5. Site built wood framed & concrete foundation with crawl space.
 6. Please see attached breakdown, showing remaining fees separated per each design team members; from CPL Engineering, Fora Landscape, BCE Engineers, SSA Acoustics, and RC Cost Estimating.
- We assume **no off-site work** is to be included, and existing paved parking will be used for the new municipal building with minimal striping.

Schedule

Project schedule is to be determined following project loan type and delivery method is finalized.

Exclusions

This proposal does not include services relating to the following:

1. Early bid package
2. Bid documents beyond construction drawings.
3. Changes in scope after owner approved Design submittals.
4. Conditional Use Permit – beyond administrative conditional use.
5. Revisions to accessibility requirements not directly related to the identified scope of work

6. Hazmat consulting services
7. Surveyor services
8. Geotech services
9. Transportation / traffic impact study
10. Plan review or permit fees required by the agencies having jurisdiction (AHJ's).
11. Computer generated Animation/Walk Thru.
12. Off site improvements
13. Optional Services such as FF&E coordination, environmental noise assessment, solar systems, utility rebate support, enhanced LCCA.

Deliverables

1. Single bid package for modular building, and building sitework.
2. Drawings and specification for modular building manufacture/contractor for pricing/bidding.
3. Colored site plan and floor plans in printed and electronic files will be provided for City use.

Proposed Fee

The work will be billed on a percent complete basis.

Architecture/Engineer Fee (lump sum)	\$ 771,894.00
Additional Services (SD-CD)	\$ 260,604.80
<u>Additional Services (bidding – closeout)</u>	<u>\$ 164,120.00</u>
Total Architectural and Engineering Services Fee & Expenses	\$ 1,196,618.80

Architect Responsibilities

The term "Architect" as used in this Agreement means Architect, Interior Designer or Space Planner required for the project and includes consultants listed in the Scope of Services.

The Architect will provide basic professional services as agreed to in the Scope of Services.

Additional Services may be performed if requested, subject to agreed-upon revisions beyond those outlined in the Scope of Services and provided additional compensation is authorized.

Owner Responsibilities

The Owner agrees to provide full information including a program, setting forth its design objectives, constraints and criteria, a legal description and certified land survey showing boundary and topography of the site, dimensioned drawings describing all existing improvements, and the services of soil engineers, hazardous materials surveyors or other consultants when such services are deemed necessary by the Architect. The services, information, surveys and reports required shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

Payments

Owner agrees that payments for services shall be made monthly according to the invoices issued and include compensation plus reimbursable and consultant expenses. Payments are due immediately upon receipt. Payments due the Architect and unpaid shall bear interest from thirty (30) days after the date of the Architect's statement at an annual percentage rate of eighteen (18) percent, or at the highest legal rate under the loan usury laws then in effect in the principal place of business of the Architect.

Reimbursable Expenses

Reimbursable and consultant expenses are in addition to compensation for professional services and include expenditures required by the project or requested by the Owner, such as printing and reproduction, travel, postage / courier fees, permit fees, special sample preparation, models, renderings and similar project related expenses, and are charged at a rate of 1.10 times the value of expenditures.

Suspension

In the event of suspension for more than (3) months, prior to completion of all services contemplated by this Agreement, the Architect may complete such analyses, records, and documentation as are necessary to complete its files and may also complete a report on the services performed to the date of receipt of notice of suspension. The expenses of suspension shall include compensation for reporting, completed data, completing such analyses, records, documents and reports as the Architect deems appropriate.

Termination

This Agreement may be terminated by either party upon (7) day's written notice. In the event of termination, the Architect shall be paid for services performed and expenses incurred to the termination notice date plus reasonable termination expenses to complete such analyses, records, and documentation as are necessary to complete its files and close the project.

If this proposal is acceptable, please let me know at your earliest convenience. If you have any questions, please call.

If you have any questions, please call.

Respectfully yours,



Steven H. Lee
Principal

Design Fees

Project: City of Selah Municipal Bldg. Architect: Studio Meng Strazzara Prepared by: Steve Lee Date Submitted: 12/3/2025 Programmed Area: 15,000 SF Construction Budget (MACC): \$9,075,500													
I. BASIC SERVICES		Construction Budget								State % fee		Basic Service Fee Amount	
Basis Design Services- Courts		\$1,361,325								12.09%		= \$164,584	
Basis Design Services- Police/City		\$7,714,175								8.89%		= \$685,790	
Subtotal Basic Services												\$850,374	
Modular adjustments (see basic fee calc spreadsheet)												\$838,894	
SUBTOTAL BASIC SERVICES (ADJUSTED FOR MODULAR)												\$838,894	
LESS - Concept Design (already completed)												\$ (67,000)	
Remaining BASIC SERVICES												\$771,894	
		Arch	Civil	LArch	Mech	Elec	A/V	Acoust	Cost	Hardware	Total Sub fees without mark up	Sub Total w/ Mark-up	
II.	ADDITIONAL SERVICES: schematic thru construction documents	SMS	CPL	For a	GFT	GFT	GFT	tbd	RC	tbd			Total A/E Fee
	Storm Drainage Plan & Report		\$ 10,000.00								\$ 10,000.00	\$ 11,000.00	\$ 11,000.00
	Storm Drainage Design/Connection		\$ 7,500.00								\$ 7,500.00	\$ 8,250.00	\$ 8,250.00
	NPDES/CSWPPP		\$ 8,000.00								\$ 8,000.00	\$ 8,800.00	\$ 8,800.00
	SEPA and MUP	\$ 6,000.00	\$ 2,000.00	\$ 1,000.00							\$ 3,000.00	\$ 3,300.00	\$ 3,300.00
	Landscape Architecture - DESIGN			\$ 37,000.00							\$ 37,000.00	\$ 40,700.00	\$ 40,700.00
	AV						\$ 6,100.00				\$ 6,100.00	\$ 6,710.00	\$ 6,710.00
	CCTV/Card Access					\$ 5,150.00					\$ 5,150.00	\$ 5,665.00	\$ 5,665.00
	WSEC TSPR					\$ 6,440.00					\$ 6,440.00	\$ 7,084.00	\$ 7,084.00
	WSEC C406 Credit PV design				\$ 6,890.00						\$ 6,890.00	\$ 7,579.00	\$ 7,579.00
	WSEC C406 Analysis				\$ 3,840.00						\$ 3,840.00	\$ 4,224.00	\$ 4,224.00
	EV Charging					\$ 3,560.00					\$ 3,560.00	\$ 3,916.00	\$ 3,916.00
	Fence / Motorized Gate	\$ 2,000.00				\$ 3,560.00					\$ 3,560.00	\$ 3,916.00	\$ 3,916.00
	Acoustical							\$ 12,625.00			\$ 12,625.00	\$ 13,887.50	\$ 13,887.50
	Hardware Consultant									\$ 4,000.00	\$ 4,000.00	\$ 4,400.00	\$ 4,400.00
	Cost Estimating	\$ 6,000.00							\$ 22,575.00		\$ 22,575.00	\$ 24,832.50	\$ 30,832.50
	LEED Participation, Documentation, & Modeling	\$ 46,500.00	\$ 3,000.00	\$ 5,000.00	\$ 13,064.00	\$ 13,064.00					\$ 34,128.00	\$ 37,540.80	\$ 84,040.80
	Reimbursables	\$ 5,000.00	\$ 1,500.00	\$ 1,500.00							\$ 3,000.00	\$ 3,300.00	\$ 8,300.00
	Subtotal	\$ 65,500.00	\$ 32,000.00	\$ 44,500.00	\$ 23,794.00	\$ 31,774.00	\$ 6,100.00	\$ 12,625.00	\$ 22,575.00	\$ 4,000.00	\$ 177,368.00	\$ 195,104.80	\$ 260,604.80
III. ADDITIONAL SERVICES: bidding thru closeout													
	Enhanced CA	\$ 64,800.00	\$ 5,000.00	\$ 2,500.00							\$ 7,500.00	\$ 8,250.00	\$ 73,050.00
	Landscape Architecture - CA			\$ 8,000.00							\$ 8,000.00	\$ 8,800.00	\$ 8,800.00
	Turn Lane in West Naches Ave	\$ 4,800.00	\$ 12,000.00								\$ 12,000.00	\$ 13,200.00	\$ 18,000.00
	VE participation	\$ 4,000.00	\$ 3,000.00	\$ 2,500.00	\$ 3,000.00	\$ 3,000.00	\$ 1,500.00				\$ 13,000.00	\$ 14,300.00	\$ 18,300.00
	Constructability Review Participation	\$ 6,800.00	\$ 3,500.00	\$ 2,500.00							\$ 6,000.00	\$ 6,600.00	\$ 13,400.00
	Commissioning Support	\$ 3,600.00			\$ 2,000.00	\$ 2,000.00					\$ 4,000.00	\$ 4,400.00	\$ 8,000.00
	Conformed Set Documents	\$ 6,000.00	\$ 2,000.00		\$ 1,250.00	\$ 1,250.00					\$ 4,500.00	\$ 4,950.00	\$ 10,950.00
	Record Drawings	\$ 9,000.00	\$ 2,100.00	\$ 2,100.00							\$ 4,200.00	\$ 4,620.00	\$ 13,620.00
	Subtotal	\$ 99,000.00	\$ 27,600.00	\$ 17,600.00	\$ 6,250.00	\$ 6,250.00	\$ 1,500.00	\$ -	\$ -	\$ -	\$ 59,200.00	\$ 65,120.00	\$ 164,120.00
IV. OPTIONAL SERVICES (TBD)													
	Utility Rebate Options and Submission												
	F&E Coord w/ SPC & Vendor(s)												
	Enhanced LCCA												
	PV systems (beyond code)												
	Environmental Noise assessment												
	TOTAL OPTIONAL SERVICES												

TOTAL Basic + Additional Services
\$ 1,196,618.80



Selah City Council

Regular Meeting

AGENDA ITEM SUMMARY

Meeting Date: 12/9/2025

Agenda Number: 14A

Action Item

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

From: Rob Case, City Attorney

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: The exact impact will not be known until the year of 2026 concludes (so that it can then be compared to the full year of 2025). But, absent some unexpected occurrence, employee wages and salaries will be more costly in the aggregate during 2026 (than they were during 2025).

Funding Source: Various, but mostly 001 General Fund.

Background/Findings/Facts: At the conclusion of each calendar year, the City Council needs to establish – by adopting an Ordinance – the salary and wage base rates that will apply for the City's unrepresented (a/k/a non-union) positions during the following calendar year. The base rates for the forthcoming year of 2026 are the subject of the instant AIS and the corresponding proposed four-page Ordinance.

City management is proposing an upward four-and-one-half percent (4.50%) cost of living (COLA) adjustment for nearly all non-union employee positions, both with respect to the minimums of the salary ranges and the maximums of the salary ranges. This COLA figure was previously discussed during the budget workshops in November 2025, and it is the same COLA figure that will apply for three of the four union workforces in the City during 2026 (with the exception being the newly-formed Firefighters union).

For members of the newly-formed Firefighters union, City management is not proposing any COLA at this time. Instead, any COLA or other monetary adjustments for members of the Firefighters union will need to be negotiated and agreed to between the parties via the collective bargaining process (which has begun and will continue during the early portions of 2026).

Three additional exceptions bear mention, specifically:

1. For the Utility Billing Specialist position, a slightly higher upward adjustment of approximately 8.25% is proposed (rather than just 4.50%) for the maximum of the salary range (whereas an adjustment of only 4.50% is proposed for the minimum of the salary range). At the maximum, this would equate to approximately \$442.00 more per month

versus the year of 2025. (The words “approximately” are used herein to reflect that slight rounding will occur, because a precise increase of 8.25% could yield an un-even figure).

- a. The current occupant of such position effectively serves as an English-Spanish interpreter for customers of City Hall (and also, on occasion, for customers of the Public Works Department), which is a repeated and valuable task that goes beyond the position’s job description. City management believes this warrants a one-time merit-based-plus-COLA increase (due to the position’s current occupant) to the maximum of the position’s salary range, rather than just the “standard” COLA that is otherwise proposed for nearly all of the City’s non-union employees. City management does not intend to propose a non-standard adjustment for this position each successive year, even if the same employee continues to serve as a translator. But, if the maximum amount is adjusted now to be slightly higher than what applies for other somewhat equivalent positions, that will cause this position to continue having a slightly higher maximum amount from year-to-year versus other somewhat equivalent positions even if equal COLA amounts are applied in future years. If the position later comes to be occupied by a different employee who is not willing or able to serve as a translator, the new employee will be compensated within the range that applies for other somewhat equivalent positions (that did not receive any prior one-time merit-based increase due to translator abilities).
2. For the Public Works Engineer Technician position, a slightly higher upward adjustment of approximately 13.40% is proposed (rather than just 4.50%) for the maximum of the salary range (whereas an adjustment of only 4.50% is proposed for the minimum of the salary range). At the maximum, this would equate to approximately \$755.00 more per month versus the year of 2025. (The words “approximately” are used herein to reflect that slight rounding will occur, because a precise increase of 13.40% could yield an un-even figure).
- a. The current occupant of this position has obtained a Certificate of Competency (WDM 2 – Water Distribution Manager 2), which constitutes a significant increase in his qualifications and capabilities. By law, the City is required to employ at least one worker who holds such a Certificate, and the other current employee who has one is expected to retire within a few years’ time. Thus, City management believes warrants a one-time merit-based-plus-COLA increase (due to the position’s current occupant) to the maximum of the position’s salary range, rather than just the “standard” COLA that is otherwise proposed for nearly all of the City’s non-union employees. City management does not intend to propose a non-standard adjustment for this position each successive year, and if the position later comes to be occupied by a different employee who does not hold such a Certificate (or its future equivalent), the new employee will be compensated at a level that is appropriate (without any “additional” amount due to holding a Certificate).

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3. For the Code Enforcement & Stormwater Management position, a slightly higher upward adjustment of approximately 13.80% is proposed (rather than just 4.50%) for the maximum of the salary range (whereas an adjustment of only 4.50% is proposed for the minimum of the salary range). At the maximum, this would equate to approximately \$740.00 more per month versus the year of 2025. (The words “approximately” are used herein to reflect that slight rounding will occur, because a precise increase of 13.80% could yield an un-even figure).
 - a. The current occupant of this position recently obtained a Certified Erosion & Sediment Control Lead certification, which constitutes a significant increase in her qualifications and capabilities. By law, the City is (or soon will be) required to employ at least one worker who holds a certification of this type (or a similar type), and the City does not have any other employee who holds one. Thus, City management believes warrants a one-time merit-based-plus-COLA increase (due to the position’s current occupant) to the maximum of the position’s salary range, rather than just the “standard” COLA that is otherwise proposed for nearly all of the City’s non-union employees. City management does not intend to propose a non-standard adjustment for this position each successive year, and if the position later comes to be occupied by a different employee who does not hold such a certification (or its future equivalent), the new employee will be compensated at a level that is appropriate (without any “additional” amount due to holding such a certification).

City management emphasizes that it does not intend to establish any sort of precedent with regard to merit-based-plus-COLA increases, and it is not asking the City Council to do so at this time. Rather, the three above-specified positions would each receive a one-time merit-based-plus-COLA increase at the turn of 2025-2026 due to special circumstances that presently exist. Even if different employees or the same employees obtain further certificates, complete further training or begin performing additional duties in the future, City management intends to evaluate each position and each circumstance on a case-by-case basis.

The amounts recited on the proposed Ordinance are ranges. No employee may be paid in excess of the maximum of the salary range for his/her position, nor below the minimum of the salary range for his/her position. City management retains discretion to pay each employee within the applicable range at a level that management deems appropriate (within budget constraints).

The listed order of positions has also been modified. Specifically, the Community Services (Civic Center) positions have been moved upward on the list so as to now appear beneath the bold heading of Public Works. This is to reflect that such positions are now supervised by the Public Works Director.

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

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

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

ORDINANCE NO. _____

ORDINANCE ESTABLISHING THE 2026 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) employee positions during the calendar year of 2026;

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

Section 1. Salary and Wage Rates for 2026. During the calendar year of 2026, the following respective monthly salary ranges and hourly wage ranges will apply for the City's unrepresented (a/k/a non-union) employees (unless and until one or more amendments/adjustments to this schedule are adopted during 2026):

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

(all figures are gross)

Monthly Salary:

Executive

Administration

	<u>Minimum</u>	<u>Maximum</u>
City Administrator	\$10,580	\$12,050
Finance Director	\$ 9,436	\$11,117
City Attorney	\$14,154	\$16,536
City Clerk	\$ 7,022	\$ 8,234
HR & Community Outreach Spec.	\$ 4,801	\$ 5,603
Payroll & Accts. Payabl. Spclst.	\$ 4,801	\$ 5,603
Utility Billing Specialist	\$ 4,801	\$ 5,804
Court Clerk & Administrator	\$ 4,801	\$ 5,603

Public Works

Administration & Utilities

Public Works Director	\$ 9,436	\$11,117
Public Works Utility Supervisor	\$ 8,229	\$ 9,679
Public Works Engineer Tech.	\$ 5,047	\$ 6,392
Public Works Admin. Asst.	\$ 4,801	\$ 5,603

Community Development

Community Dvlpmnt. Superv.	\$ 8,229	\$ 9,679
City Planner	\$ 6,995	\$ 8,229
Building & Code Inspector	\$ 5,486	\$ 6,521
Code Enfor. & Strwtr. Mgmt.	\$ 4,802	\$ 6,102
Plnng. & Bldg. Permit Spclst.	\$ 4,802	\$ 5,603

Community Services (Civic Center)

Community Services Mngr.	\$ 5,596	\$ 6,542
Recr. Coord. – Youth Sports	\$ 4,801	\$ 5,603
Facility Coord. – Civic Center	\$ 4,801	\$ 5,603

Wastewater Treatment Plant

WWTP. Supervisor	\$ 7,571	\$ 8,921
WWTP. Lab Tech IV	\$ 6,035	\$ 6,940
WWTP. Lab Tech III	\$ 5,815	\$ 6,822
WWTP. Operator IV	\$ 5,815	\$ 6,822
WWTP. Operator III	\$ 5,596	\$ 6,531
WWTP. Operator II	\$ 5,157	\$ 6,120
WWTP. Operator I	\$ 4,883	\$ 5,704
WWTP. Operator Trainee	\$ 4,499	\$ 5,289
WWTP. Mechanic	\$ 4,828	\$ 5,651

Police Department

Police Chief	\$10,933	\$12,766
Police Lieutenant	\$ 9,436	\$11,060

Fire Department

Fire Chief	\$11,715	\$13,784
Fire Dept. Admin. Asst.	\$ 4,801	\$ 5,603
	(step ranges of approx. 4%)	
Deputy Fire Chief - Step 3	\$11,010	\$11,428
Deputy Fire Chief - Step 2	\$10,591	\$11,010
Deputy Fire Chief - Step 1	\$10,300	\$10,591
Assistant Fire Chief – Step 3	\$10,483	\$10,850
Assistant Fire Chief – Step 2	\$10,129	\$10,483
Assistant Fire Chief – Step 1	\$ 9,883	\$10,129

(Remainder of career fire department employees chose to unionize during 2025, and, thus, their respective rates of pay will no longer be specified via an annual Ordinance for years 2026 and beyond. For 2026, their respective rates of pay will remain the same as they were during 2025 until different rates of pay might be established via a Collective Bargaining Agreement.)

(Volunteer firefighters are not considered “employees” for purposes of this Ordinance.)

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

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

Financial Specialist	\$19.29	\$22.51
PW Laborer II	\$20.45	\$23.63
PW Laborer I	\$17.13	\$20.17
Recr. Sports Supervisor	\$17.13	\$20.17
Recr. Programs: Sports Ref. III	\$17.13	\$18.89
Recr. Programs: Sports Ref. II	\$17.13	\$18.43
Recr. Programs: Sports Ref. I or Scorekeeper	\$17.13	\$18.43

The state-wide minimum wage during 2026 will be \$17.13 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 \$14.56 per hour during the calendar year of 2026.

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, many Public Works Department employees, and the non-management career firefighter employees are represented employees (a/k/a union members, in different respective bargaining groups).
- f. Although the salaries established hereby are recited as monthly figures, the City issues payroll to its employees on an approximately-two-week basis. Thus, the “monthly” figures herein are recited as monthly figures simply as a convenience (because readers, such as members of the City Council or members of the public, are generally more accustomed to analyzing figures on a monthly basis rather than on an approximately-two-week basis.)
- g. Ordinance No. 2239 was the general/original salary and wage Ordinance for 2025 (and the during-the-year-of-2025 amendments/adjustments were Ordinances Nos. 2251, 2253 & 2255).

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 9th day of December, 2025.

Roger Bell, Mayor

ATTEST:

Courtney McGarity, City Clerk

APPROVED AS TO FORM:

Rob Case, City Attorney