



# SELAH CITY COUNCIL

## Regular Meeting

January 27, 2026

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: January 27, 2026  
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

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## 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 Don Cline of Selah Bible Baptist**
- 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**

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 January 13, 2026 Council Meeting
- B.       Kimberly Grimm         \* Approval of Claims & Payroll
- C.       Rob Case                 \* Resolution Authorizing the Mayor of Selah to Sign Telecommunications Franchise Agreements with Ziplly Fiber Pacific, LLC, and NFC Northwest, LLC, that Grant Nonexclusive Franchises for Telecommunication Facilities

11)    **General Business**

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

12)    **Public Hearings/Forums** – None

13)    **Resolutions** – None

14)    **Ordinances** – None

15)    **Reports/Announcements**

- A.    Departments
- B.    Councilmembers, personally and on behalf of committees and boards
- C.    City Attorney
- D.    City Administrator
- E.    Mayor or Presiding Officer, personally and on behalf of committees and board

16)    **Closed Session** – None

17)    **Executive Session** – None

18) **Adjournment**

Next Regular Meeting: February 10, 2026

Next Study Session: February 10, 2026



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

Meeting Date: 1/27/2026  
Agenda Number: 10A

Action Item
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**Title:** Approval of Meeting Minutes from January 13, 2026 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  
January 13, 2026



**Call to Order**

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

**Roll Call**

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

**Staff Present:** Roger Bell, Mayor; Rob Case, City Attorney; Mick Gause, Police Chief; Ty Jones, Public Works Supervisor; Joe Henne, Public Works Consultant; 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

**Written Comments**

- David Zanolli – Wrote on street name changes

**Oral Comments by People in Attendance**

- Russ Carlson – Spoke on letters sent to community members from City of Selah regarding reimbursed late fees on utility billing

**Proclamations and Announcements**

- Swearing-In of Police Chief, Michael Gause by City Clerk, Courtney McGarity

**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 December 9, 2025 Council Meeting
- B. Kimberly Grimm \* Approval of Claims & Payroll
- C. Ty Jones \* Resolution Authorizing the Mayor to Sign an Additional Two-Page Transportation Improvement Board Updated Cost Estimate and a Two-Page Project Accounting History Form, for the 3<sup>rd</sup> Street Resurfacing Project
- ~~D. Ty Jones \* Resolution Authorizing the Mayor to Docusign “Amendment A” to “Contract Number PC25-96103-037” between the City and the Washington State Public Works Board, for Additional Funding Related to the Hillcrest Water Main Replacement Project~~
- E. Ty Jones \* Resolution Declaring the 3<sup>rd</sup> Street Overlay and Orchard Avenue Water Main Improvements Project to be Complete and Accepting the Work and Materials
- F. Ty Jones \* Resolution Declaring the City’s 2025 Crack Seal Project to be Complete and Accepting the Work and Materials
- G. Ty Jones \* Resolution Authorizing Issuance of Payment to SWS Equipment, LLC, for a Recently-Acquired Street Sweeper
- H. Ty Jones \* Resolution Authorizing the Mayor to Sign Local Agency Consultant Agreement No. 25184E with HLA Engineering and Land Surveying, Inc., for Professional Services Related to the City’s First Street Resurfacing (Yakima Ave to Fremont Ave) Project
- I. Ty Jones \* Resolution Authorizing the Mayor to Sign a Four-Page Interlocal Agency Agreement with the City of Yakima for the Yakima-Ellensburg Commuter Service
- J. Ty Jones \* Resolution Ratifying Signatures by the then-Public Works Director, via Docusign, on the Water Quality Stormwater Capacity Agreement with the Washington State Department of Ecology for the City to Receive Grant Funds for the City’s Stormwater Management Plan
- ~~K. Ty Jones \* Resolution Authorizing the Mayor to Sign a Six-Page Contract with Current Electrical NW, LLC, for the City’s Volunteer Park Shade Structures Project~~

- L. Ty Jones \* Resolution Authorizing the Mayor to Sign Drinking Water State Revolving Fund Loan Contract No. DWL31520-0 for the City’s Well No. 9 Equipping Project
- M. Roger Bell \* Resolution Adopting the City’s 2026 Legislative Agenda
- N. Roger Bell \* Resolution Appointing Members of Lodging Tax Advisory Committee (LTAC) for Year of 2026
- O. Roger Bell \* Resolution Authorizing the Mayor to Sign a Six-Page Police Chief Employment Contract
- P. Roger Bell \* Resolution Directing City Staff to Publish an Underlying Proposed Resolution in the City’s Designated Official Newspaper as Notice of the City’s Intent to Grant Nonexclusive Franchises for Telecommunications Facilities to Zply Fiber Pacific, LLC, and its affiliate NFC Northwest, LLC, on January 27, 2026

Councilmember Iverson requested item 10D be removed from the Consent Agenda, to become 13A. Councilmember Marquis requested item 10K be removed from the Consent Agenda, to become 13B. Councilmember Costello moved to approve the Consent Agenda as amended. Councilmember Monaghan seconded. Mayor Bell asked Council for discussion. Hearing none, Mayor Bell requested a voice vote to approve the motions and approve the Consent Agenda as amended. All are in favor. Motion carries by voice vote.

**Public Hearings/Forums**

- A. Ty Jones [Conduct a] Public Meeting Regarding WSDOT’s Proposed Installation of a New Crosswalk and Pedestrian Hybrid Beacon (PHB/HAWK) Across North Wenas Road

Presented by Bruce Peart, WSDOT

Oral Comments by People in Attendance

- Pattie Graffe – Spoke in support of adding a crosswalk
- Russ Carlson – Spoke in opposition of adding a crosswalk
- Barb Petrie – Spoke in support of adding a crosswalk

**Resolutions**

- A. Ty Jones Resolution Authorizing the Mayor to Docusign “Amendment A” to “Contract Number PC25-96103-037” between the City and the Washington State Public Works Board, for Additional Funding Related to the Hillcrest Water Main Replacement Project

B. Ty Jones Resolution Authorizing the Mayor to Sign a Six-Page Contract with Current Electrical NW, LLC, for the City's Volunteer Park Shade Structures Project

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

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

### **Staff Reports/Announcements**

The following staff members provided a department report:

- Zack Schab, Recreation + Tourism Manager
- Mick Gause, Police Chief
- Ty Jones, Public Works Supervisor
- Kimberly Grimm, Finance Director
- Courtney McGarity, City Clerk

### **Councilmember Reports**

- Councilmember Redtfeldt – Volunteered for the recent Selah Chamber of Commerce potluck; will be serving on the interview panel for the open position of Lieutenant Shift Officer with the Fire Department
- Councilmember Marquis – Will be attending the Selah School District Board meeting on 1/22; the Selah Downtown Association finalized their 2026 budget including their grants and other opportunities for local businesses; encourages the community to visit The Findery; inquired on updates for open city positions
- Councilmember Costello – Finishing up F-1 councilmember filing; attended the DECA Conference at the Yakima Convention Center as a judge; will be attending City Action Days on January 21-22 for AWC
- Councilmember Iverson – Will be attending the Chamber of Commerce Board meeting on 1/14
- Councilmember Peterson – SPRSA audit is complete; there is a Fire Commissioners meeting tonight; will be attending SPRSA meeting on 1/19
- Councilmember Longmire – Continuing to stay in contact with Department of Ecology concerning old orchard lands for a possible presentation on the SEPA process

### **City Attorney Report**

Will be attending City Action Days on January 21-22 for AWC; City offices will be closed on Monday in recognition of Martin Luther King Jr Day

**Mayor’s Report**

Chief Lange has begun annual evaluations with the Fire Department; there is an opening on the Yakima Basin Fish and Wildlife Recovery Board for those interested; will be attending City Action Days on January 21-22 for AWC with Rob Case, Councilmember Costello and Matthew Taylor for legislative meetings; there will be a workshop for Selah City Councilmembers on March 3<sup>rd</sup> this year with more information to come; the graffiti discovered on the SAFE mural has been dealt with by the Public Works department; we currently have 5 applicants each for the positions of City Administrator, Public Works Director and City Planner/Community Development Supervisor.

Councilmember Marquis nominated Councilmember Costello as Mayor Pro Tempore, seconded by Councilmember Iverson. Mayor Bell asked council for discussion. Hearing none, Mayor Bell requested a voice vote to approve the motion. Motion carries by voice vote.

**Adjournment**

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

Meeting ended at 7:27 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: 1/27/2026  
Agenda Number: 10B

Action Item
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**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: 14:06:12 Date: 01/20/2026

01/22/2026 To: 01/22/2026

Page: 1

Chk #	Claimant	Trans	Date	Type	Acct #	Amount	Memo
EFT	Employee Paycheck	277	01/22/2026	Payroll	1	292.96	
EFT	Employee Paycheck	278	01/22/2026	Payroll	1	3,060.45	
EFT	Employee Paycheck	279	01/22/2026	Payroll	1	48.03	
EFT	Employee Paycheck	282	01/22/2026	Payroll	1	418.82	
EFT	Employee Paycheck	283	01/22/2026	Payroll	1	1,210.11	
EFT	Employee Paycheck	284	01/22/2026	Payroll	1	879.65	
EFT	Employee Paycheck	289	01/22/2026	Payroll	1	614.60	
EFT	Employee Paycheck	290	01/22/2026	Payroll	1	459.16	
EFT	Employee Paycheck	291	01/22/2026	Payroll	1	288.61	
EFT	Employee Paycheck	296	01/22/2026	Payroll	1	113.14	
EFT	Employee Paycheck	297	01/22/2026	Payroll	1	817.77	
EFT	Employee Paycheck	298	01/22/2026	Payroll	1	361.70	
EFT	Employee Paycheck	299	01/22/2026	Payroll	1	200.88	
EFT	Employee Paycheck	301	01/22/2026	Payroll	1	1,320.82	
EFT	Employee Paycheck	302	01/22/2026	Payroll	1	337.09	
EFT	Employee Paycheck	303	01/22/2026	Payroll	1	134.38	
EFT	Employee Paycheck	305	01/22/2026	Payroll	1	635.85	
EFT	Employee Paycheck	306	01/22/2026	Payroll	1	250.74	
EFT	Employee Paycheck	307	01/22/2026	Payroll	1	208.26	
EFT	Employee Paycheck	308	01/22/2026	Payroll	1	88.20	
EFT	Employee Paycheck	309	01/22/2026	Payroll	1	104.83	
EFT	Employee Paycheck	310	01/22/2026	Payroll	1	605.36	
EFT	Employee Paycheck	311	01/22/2026	Payroll	1	131.61	
EFT	Employee Paycheck	313	01/22/2026	Payroll	1	76.20	
EFT	Employee Paycheck	314	01/22/2026	Payroll	1	1,140.84	
EFT	Employee Paycheck	315	01/22/2026	Payroll	1	151.61	
EFT	Employee Paycheck	316	01/22/2026	Payroll	1	489.01	
EFT	Employee Paycheck	318	01/22/2026	Payroll	1	692.63	
EFT	Employee Paycheck	319	01/22/2026	Payroll	1	76.86	
EFT	Employee Paycheck	320	01/22/2026	Payroll	1	57.27	
EFT	Employee Paycheck	322	01/22/2026	Payroll	1	2,209.68	
EFT	Employee Paycheck	323	01/22/2026	Payroll	1	1,986.64	
EFT	Employee Paycheck	324	01/22/2026	Payroll	1	2,305.14	
EFT	Employee Paycheck	325	01/22/2026	Payroll	1	2,392.18	
EFT	Employee Paycheck	326	01/22/2026	Payroll	1	3,287.53	
EFT	Employee Paycheck	327	01/22/2026	Payroll	1	2,339.58	
EFT	Employee Paycheck	328	01/22/2026	Payroll	1	1,959.90	
EFT	Employee Paycheck	329	01/22/2026	Payroll	1	2,427.48	
EFT	Employee Paycheck	330	01/22/2026	Payroll	1	107.43	
EFT	Employee Paycheck	332	01/22/2026	Payroll	1	2,457.88	
EFT	Employee Paycheck	333	01/22/2026	Payroll	1	2,463.60	
EFT	Employee Paycheck	334	01/22/2026	Payroll	1	4,782.22	
EFT	Employee Paycheck	335	01/22/2026	Payroll	1	2,055.61	
EFT	Employee Paycheck	336	01/22/2026	Payroll	1	2,826.28	
EFT	Employee Paycheck	337	01/22/2026	Payroll	1	2,140.40	
EFT	Employee Paycheck	338	01/22/2026	Payroll	1	2,988.69	
EFT	Employee Paycheck	339	01/22/2026	Payroll	1	2,149.72	
EFT	Employee Paycheck	341	01/22/2026	Payroll	1	2,049.96	
EFT	Employee Paycheck	342	01/22/2026	Payroll	1	92.09	
EFT	Employee Paycheck	343	01/22/2026	Payroll	1	897.79	
EFT	Employee Paycheck	344	01/22/2026	Payroll	1	2,679.75	
EFT	Employee Paycheck	345	01/22/2026	Payroll	1	2,357.73	
EFT	Employee Paycheck	346	01/22/2026	Payroll	1	2,379.65	
EFT	Employee Paycheck	347	01/22/2026	Payroll	1	2,367.84	
EFT	Employee Paycheck	348	01/22/2026	Payroll	1	3,882.33	
EFT	Employee Paycheck	349	01/22/2026	Payroll	1	2,541.40	

## CHECK REGISTER

City Of Selah

Time: 14:06:12 Date: 01/20/2026

01/22/2026 To: 01/22/2026

Page: 2

Chk #	Claimant	Trans	Date	Type	Acct #	Amount	Memo
EFT	Employee Paycheck	350	01/22/2026	Payroll	1	1,496.89	
EFT	Employee Paycheck	352	01/22/2026	Payroll	1	2,523.56	
EFT	Employee Paycheck	353	01/22/2026	Payroll	1	120.70	
EFT	Employee Paycheck	354	01/22/2026	Payroll	1	3,996.50	
EFT	Employee Paycheck	355	01/22/2026	Payroll	1	2,065.40	
EFT	Employee Paycheck	356	01/22/2026	Payroll	1	91.57	
EFT	Employee Paycheck	358	01/22/2026	Payroll	1	1,332.71	
EFT	Employee Paycheck	360	01/22/2026	Payroll	1	2,289.20	
EFT	Employee Paycheck	361	01/22/2026	Payroll	1	2,367.97	
EFT	Employee Paycheck	362	01/22/2026	Payroll	1	2,648.37	
EFT	Employee Paycheck	363	01/22/2026	Payroll	1	2,101.93	
EFT	Employee Paycheck	364	01/22/2026	Payroll	1	2,827.93	
EFT	Employee Paycheck	365	01/22/2026	Payroll	1	2,019.76	
EFT	Employee Paycheck	366	01/22/2026	Payroll	1	2,359.57	
EFT	Employee Paycheck	367	01/22/2026	Payroll	1	2,411.66	
EFT	Employee Paycheck	368	01/22/2026	Payroll	1	3,644.99	
EFT	Employee Paycheck	369	01/22/2026	Payroll	1	2,484.99	
EFT	Employee Paycheck	370	01/22/2026	Payroll	1	1,595.26	
EFT	Employee Paycheck	371	01/22/2026	Payroll	1	4,070.54	
EFT	Employee Paycheck	372	01/22/2026	Payroll	1	3,296.40	
EFT	Employee Paycheck	373	01/22/2026	Payroll	1	2,122.56	
EFT	Employee Paycheck	374	01/22/2026	Payroll	1	2,036.92	
EFT	Employee Paycheck	375	01/22/2026	Payroll	1	2,532.81	
EFT	Employee Paycheck	376	01/22/2026	Payroll	1	2,904.56	
EFT	Employee Paycheck	377	01/22/2026	Payroll	1	2,929.93	
EFT	Employee Paycheck	378	01/22/2026	Payroll	1	2,169.63	
EFT	Employee Paycheck	379	01/22/2026	Payroll	1	2,232.35	
EFT	Employee Paycheck	380	01/22/2026	Payroll	1	3,301.43	
EFT	Employee Paycheck	381	01/22/2026	Payroll	1	3,307.10	
EFT	Employee Paycheck	383	01/22/2026	Payroll	1	2,739.55	
EFT	Employee Paycheck	384	01/22/2026	Payroll	1	2,130.60	
EFT	Employee Paycheck	385	01/22/2026	Payroll	1	2,717.58	
EFT	Employee Paycheck	386	01/22/2026	Payroll	1	134.30	
EFT	Employee Paycheck	387	01/22/2026	Payroll	1	2,642.50	
EFT	Employee Paycheck	388	01/22/2026	Payroll	1	2,221.80	
EFT	Employee Paycheck	390	01/22/2026	Payroll	1	2,713.71	
EFT	Employee Paycheck	391	01/22/2026	Payroll	1	2,157.10	
EFT	Employee Paycheck	392	01/22/2026	Payroll	1	2,662.52	
EFT	Employee Paycheck	393	01/22/2026	Payroll	1	2,939.02	
EFT	Employee Paycheck	395	01/22/2026	Payroll	1	2,413.76	
EFT	Employee Paycheck	396	01/22/2026	Payroll	1	3,336.39	
EFT	Employee Paycheck	397	01/22/2026	Payroll	1	2,430.81	
EFT	Employee Paycheck	398	01/22/2026	Payroll	1	2,323.82	
EFT	Employee Paycheck	399	01/22/2026	Payroll	1	2,219.93	
EFT	Employee Paycheck	400	01/22/2026	Payroll	1	1,599.29	
EFT	Employee Paycheck	401	01/22/2026	Payroll	1	3,155.24	
EFT	Employee Paycheck	402	01/22/2026	Payroll	1	2,905.28	
EFT	Employee Paycheck	403	01/22/2026	Payroll	1	2,982.70	
87020	Employee Paycheck	280	01/22/2026	Payroll	1	151.93	
87021	Employee Paycheck	281	01/22/2026	Payroll	1	25.41	
87022	Employee Paycheck	285	01/22/2026	Payroll	1	74.97	
87023	Employee Paycheck	286	01/22/2026	Payroll	1	251.20	
87024	Employee Paycheck	287	01/22/2026	Payroll	1	54.97	
87025	Employee Paycheck	288	01/22/2026	Payroll	1	351.25	
87026	Employee Paycheck	292	01/22/2026	Payroll	1	1,032.33	
87027	Employee Paycheck	293	01/22/2026	Payroll	1	393.88	

CHECK REGISTER

City Of Selah

Time: 14:06:12 Date: 01/20/2026

01/22/2026 To: 01/22/2026

Page: 3

Chk #	Claimant	Trans	Date	Type	Acct #	Amount	Memo
87028	Employee Paycheck	294	01/22/2026	Payroll	1	626.61	
87029	Employee Paycheck	295	01/22/2026	Payroll	1	236.89	
87030	Employee Paycheck	300	01/22/2026	Payroll	1	1,302.91	
87031	Employee Paycheck	304	01/22/2026	Payroll	1	362.49	
87032	Employee Paycheck	312	01/22/2026	Payroll	1	281.67	
87033	Employee Paycheck	317	01/22/2026	Payroll	1	591.05	
87034	Employee Paycheck	331	01/22/2026	Payroll	1	81.32	
87035	Employee Paycheck	340	01/22/2026	Payroll	1	32.52	
87036	Employee Paycheck	351	01/22/2026	Payroll	1	92.09	
87037	Employee Paycheck	357	01/22/2026	Payroll	1	55.28	
87038	Employee Paycheck	359	01/22/2026	Payroll	1	71.56	
87039	Employee Paycheck	382	01/22/2026	Payroll	1	111.27	
87040	Employee Paycheck	389	01/22/2026	Payroll	1	117.09	
87041	Employee Paycheck	394	01/22/2026	Payroll	1	189.25	
87042	Employee Paycheck	404	01/22/2026	Payroll	1	92.09	
Total Checks:						197,685.06	

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: 09:16:29 Date: 01/23/2026

As Of: 01/27/2026

Page: 1

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
6924	01/21/2026	01/27/2026	1601	AMB Tools & Equipment	197.46 Invoice #Y342414
6870	01/15/2026	01/27/2026	1606	Abadan	223.14 Invoice AR329936, AR345320
6971	01/21/2026	01/27/2026	1606	Abadan	73.39 Invoice #AR348592
6986	01/22/2026	01/27/2026	1606	Abadan	525.55 Invoice #AR348590
6922	01/21/2026	01/27/2026	1627	Amazon Capital Services	194.94 Invoice #1DRV-VCD1-F4TH
6923	01/21/2026	01/27/2026	1627	Amazon Capital Services	264.27 Invoice #1XDW-6C19-PDVL
6972	01/21/2026	01/27/2026	1633	Anatek Labs	156.00 Invoice #2600501, 2600904, 2601003, 2601163
6906	01/21/2026	01/27/2026	1649	Ausink Family Medicine	2,450.00 Invoice #248139
6925	01/21/2026	01/27/2026	1655	BNSF Railway Company	1,300.00 Invoice #26001235, 26001234
6989	01/22/2026	01/27/2026	1658	BSN Sports, Inc.	217.16 Invoice #932853351
6855	01/20/2026	01/27/2026	1706	Card Service Center	1,459.00 Invoice #6083 126
6904	01/20/2026	01/27/2026	1706	Card Service Center	227.79 Invoice Due 2/2/26
6872	01/20/2026	01/27/2026	1710	Cascade Natural Gas Corp	975.92 Invoice Due 2/4/26
6907	01/21/2026	01/27/2026	1710	Cascade Natural Gas Corp	1,175.15 Invoice #828 222 0000 0
6919	01/21/2026	01/27/2026	1710	Cascade Natural Gas Corp	776.16 Invoice #561 222 0000 1
6973	01/21/2026	01/27/2026	1710	Cascade Natural Gas Corp	6,075.93 Invoice #13081200001, 22195764331, 60081200002
6988	01/22/2026	01/27/2026	1710	Cascade Natural Gas Corp	1,122.64 Invoice #114 776 0307
6857	01/20/2026	01/27/2026	1716	Centerpoint Language Services	750.00 Invoice #dec2025
6926	01/21/2026	01/27/2026	1719	Central Pre-Mix Concrete CO	1,559.47 Invoice #4069227
6862	01/20/2026	01/27/2026	1721	Central Washington Insurance, Inc.	20,515.00 Invoice #158359
6987	01/22/2026	01/27/2026	1738	Cintas	97.07 Invoice #4256600181
6860	01/20/2026	01/27/2026	3063	City of Yakima	26,097.59 Invoice #2247519
6974	01/21/2026	01/27/2026	1754	Copiers Northwest, Inc.	314.98 Invoice #INV3126181
6975	01/21/2026	01/27/2026	1763	Culligan Yakima	43.78 Invoice #CD3204847
6931	01/21/2026	01/27/2026	3442	DTG	323.09 Invoice #29251844
6992	01/23/2026	01/27/2026	1819	Edge Construction Supply, Inc.	531.54 Invoice #H40219
6842	01/15/2026	01/27/2026	1833	Engravings Unlimited	116.64 Invoice #26072
6843	01/15/2026	01/27/2026	1852	First National Bank Omaha	1,377.48 Invoice #1246
6905	01/20/2026	01/27/2026	1852	First National Bank Omaha	431.63 Invoice's card ending 9950,1728, 9710 Due 2/7/26
6908	01/21/2026	01/27/2026	1852	First National Bank Omaha	55.81 Invoice #5498, 4496
6979	01/21/2026	01/27/2026	1852	First National Bank Omaha	1,127.37 Invoice #2614
6984	01/22/2026	01/27/2026	1852	First National Bank Omaha	108.30 Invoice #3419 1225
6903	01/19/2026	01/27/2026	1853	First Responder Outfitters, Inc	48.83 Invoice 26413-3
6932	01/21/2026	01/27/2026	1878	Granite Construction Company	288.46 Invoice #3050940
6946	01/21/2026	01/27/2026	1886	HLA Engineering & Land Surveying, Inc.	243.25 Invoice #21221C-032
6947	01/21/2026	01/27/2026	1886	HLA Engineering & Land Surveying, Inc.	2,130.00 Invoice #21221E-043
6948	01/21/2026	01/27/2026	1886	HLA Engineering & Land Surveying, Inc.	43,662.25 Invoice #23166E-026
6949	01/21/2026	01/27/2026	1886	HLA Engineering & Land Surveying, Inc.	7,167.20 Invoice #24164E-016
6950	01/21/2026	01/27/2026	1886	HLA Engineering & Land Surveying, Inc.	20,382.25 Invoice #24185C-002
6951	01/21/2026	01/27/2026	1886	HLA Engineering & Land Surveying, Inc.	880.00 Invoice #24185E-014

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6952	01/21/2026	01/27/2026	1886	HLA Engineering & Land Surveying, Inc.	1,818.00	Invoice #24193E-013
6953	01/21/2026	01/27/2026	1886	HLA Engineering & Land Surveying, Inc.	5,372.40	Invoice #25006G-012
6954	01/21/2026	01/27/2026	1886	HLA Engineering & Land Surveying, Inc.	741.75	Invoice #25006P-002
6955	01/21/2026	01/27/2026	1886	HLA Engineering & Land Surveying, Inc.	104.25	Invoice #25074C-006
6956	01/21/2026	01/27/2026	1886	HLA Engineering & Land Surveying, Inc.	16,725.50	Invoice #25163E-001
6957	01/21/2026	01/27/2026	1886	HLA Engineering & Land Surveying, Inc.	8,100.00	Invoice #25185E-002
6909	01/21/2026	01/27/2026	1895	Helms Hardware Company	0.97	Invoice #563589
6933	01/21/2026	01/27/2026	1895	Helms Hardware Company	78.48	Invoice #863279
6934	01/21/2026	01/27/2026	1895	Helms Hardware Company	47.92	Invoice #863311
6935	01/21/2026	01/27/2026	1895	Helms Hardware Company	137.17	Invoice #863312
6936	01/21/2026	01/27/2026	1895	Helms Hardware Company	16.26	Invoice #863549
6937	01/21/2026	01/27/2026	1895	Helms Hardware Company	33.39	Invoice #863614
6938	01/21/2026	01/27/2026	1895	Helms Hardware Company	485.73	Invoice #863674
6939	01/21/2026	01/27/2026	1895	Helms Hardware Company	45.56	Invoice #863690
6940	01/21/2026	01/27/2026	1895	Helms Hardware Company	186.48	Invoice #863734
6941	01/21/2026	01/27/2026	1895	Helms Hardware Company	21.16	Invoice #863735
6942	01/21/2026	01/27/2026	1895	Helms Hardware Company	6.34	Invoice #863749
6943	01/21/2026	01/27/2026	1895	Helms Hardware Company	10.03	Invoice #863867
6944	01/21/2026	01/27/2026	1895	Helms Hardware Company	12.86	Invoice #863896
6945	01/21/2026	01/27/2026	1895	Helms Hardware Company	100.54	Invoice #863903
6980	01/21/2026	01/27/2026	1895	Helms Hardware Company	23.91	Invoice #863757, 863766
6994	01/23/2026	01/27/2026	1895	Helms Hardware Company	16.10	Invoice #863929
6995	01/23/2026	01/27/2026	1895	Helms Hardware Company	98.71	Invoice #863968
6996	01/23/2026	01/27/2026	1895	Helms Hardware Company	1.46	Invoice #863991
6910	01/21/2026	01/27/2026	1933	Jerry's Pest Service, LLC	347.64	Invoice #12435
6927	01/21/2026	01/27/2026	1941	John Deere Financial	386.22	Invoice #F72738/39
6928	01/21/2026	01/27/2026	1941	John Deere Financial	295.09	Invoice #F73155/39
6929	01/21/2026	01/27/2026	1941	John Deere Financial	234.23	Invoice #F75240/39
6930	01/21/2026	01/27/2026	1941	John Deere Financial	668.28	Invoice #F72777/39
6993	01/23/2026	01/27/2026	1941	John Deere Financial	151.86	Invoice #F78166/39
6958	01/21/2026	01/27/2026	3102	K's Coin Laundry	58.80	Invoice #4779-10
6959	01/21/2026	01/27/2026	1971	Kubwater Resources, Inc.	12,373.60	Invoice #13456
6960	01/21/2026	01/27/2026	1989	Les Schwab Tires	55.32	Invoice #41800676878
6961	01/21/2026	01/27/2026	1989	Les Schwab Tires	2,531.53	Invoice #41800677303
6856	01/20/2026	01/27/2026	2639	Lightcurve	436.30	Invoice #100237844 126
6867	01/20/2026	01/27/2026	2639	Lightcurve	90.02	Invoice #100237845
6911	01/21/2026	01/27/2026	2639	Lightcurve	403.09	Invoice #100237838, 100237839, 100237840
6976	01/21/2026	01/27/2026	2639	Lightcurve	535.62	Invoice #100237852
6977	01/21/2026	01/27/2026	2639	Lightcurve	164.87	Invoice #100237841, 100237842, 100237843
6981	01/21/2026	01/27/2026	2639	Lightcurve	363.66	Invoice #100237837

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6985	01/22/2026	01/27/2026	2017	Medstar Cabulance, Inc.	12,702.20	Invoice #ST 01-15 Jan 2026
6912	01/21/2026	01/27/2026	2956	Miracle Cleaners	47.28	Invoice #5220
6962	01/21/2026	01/27/2026	2037	NC Machinery	143.93	Invoice #YKCS0489538
6963	01/21/2026	01/27/2026	2053	O'Reilly Automotive Inc	12.04	Invoice #5631-125484
6844	01/15/2026	01/27/2026	2055	ODP Business Solutions, LLC	15.18	Invoice #454759661001
6873	01/07/2026	01/27/2026	2055	ODP Business Solutions, LLC	217.82	Invoice #'s 453048317001, 45304885001, 454803599001
6913	01/21/2026	01/27/2026	2055	ODP Business Solutions, LLC	527.47	Invoice #454661268001, 454661379001, 454661380001, 454699685001
6845	01/15/2026	01/27/2026	2056	Office Of Minority And Women's Business	737.31	Invoice #30315077
6858	01/20/2026	01/27/2026	2075	Pacific Power	674.41	Invoice #48687101-029 5
6868	01/14/2026	01/27/2026	2075	Pacific Power	542.47	Invoice due 2/4/26
6914	01/21/2026	01/27/2026	2075	Pacific Power	2,211.97	Invoice #48687101-025 3
6915	01/21/2026	01/27/2026	2075	Pacific Power	419.91	Invoice #21009236-001 0
6920	01/21/2026	01/27/2026	2075	Pacific Power	24.56	Invoice #49799191-007 4
6982	01/21/2026	01/27/2026	2075	Pacific Power	2,057.41	Invoice #49954801-001 0
6997	01/23/2026	01/27/2026	2075	Pacific Power	62,700.10	PW Power
6983	01/21/2026	01/27/2026	2110	Protime Sports, Inc.	627.51	Invoice #412865
6964	01/21/2026	01/27/2026	2117	RWC International, LLC	498.08	Invoice #XA104059222:01
6921	01/21/2026	01/27/2026	2125	Regence Blue Shield	214.00	Invoice #150092464
6846	01/15/2026	01/27/2026	2138	Robert R. Northcott	300.00	Invoice #11426
6871	01/20/2026	01/27/2026	2163	Securitas Technology Corporation	337.35	Invoice #'s 6005440418, 6005440417
6847	01/15/2026	01/27/2026	2640	Springbrook	1,250.00	Invoice #INV-B002586
6848	01/15/2026	01/27/2026	2210	State Auditor's Office	5,480.54	Invoice #L172588
6965	01/21/2026	01/27/2026	2225	Tacoma Screw Products, Inc.	1.49	Invoice #210153023-00
6859	01/20/2026	01/27/2026	1339	Thompson, Lawrence E	273.00	Invoice #2026CDL
6849	01/15/2026	01/27/2026	2235	Thomson Reuters - West	256.37	Invoice #853049313
6874	01/18/2026	01/27/2026	2269	Valvoline Instant Oil Change	217.70	Invoice 50544, 50434
6850	01/15/2026	01/27/2026	2271	Verizon Wireless	470.76	Invoice #6132832982
6875	01/15/2026	01/27/2026	2271	Verizon Wireless	1,784.60	Invoice#'s 6132829902, 6132832983
6916	01/21/2026	01/27/2026	2271	Verizon Wireless	560.82	Invoice #6132832984, 6132851453
6966	01/21/2026	01/27/2026	2271	Verizon Wireless	797.49	Invoice #6132832986
6967	01/21/2026	01/27/2026	2291	Washington Auto Carriage	13,726.06	Invoice #J45695
6861	01/20/2026	01/27/2026	2292	Washington Cities Insurance Authority	1,025,737.00	Invoice #200798
6851	01/15/2026	01/27/2026	2332	William Ervin	2,220.00	Invoice #SSA-1099sm2025
6869	01/07/2026	01/27/2026	2339	Yakima Cooperative Association	16.92	Invoice# Z32286
6968	01/21/2026	01/27/2026	2339	Yakima Cooperative Association	122.01	Invoice #Z32284
6969	01/21/2026	01/27/2026	2339	Yakima Cooperative Association	431.67	Invoice #157825 1225
6852	01/15/2026	01/27/2026	2347	Yakima County District Court	250.00	Invoice #INV-Member-Chkpymt-2026-006
6853	01/15/2026	01/27/2026	2347	Yakima County District Court	2,343.58	Invoice #01102026-4

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6918	01/21/2026	01/27/2026	2351 Yakima County Fire District #5	29,599.02	Invoice #21889
6978	01/21/2026	01/27/2026	2353 Yakima County GIS	190.00	Invoice #YCGIS STORM, YCGIS PLANNING
6854	01/15/2026	01/27/2026	2360 Yakima Herald Republic	911.90	Invoice #81435
6876	01/18/2026	01/27/2026	2372 Yakima Valley Polygraph LLC	300.00	Invoice # 2604
6970	01/21/2026	01/27/2026	2376 Yakima Valley Utility Coordinating Council	120.00	Invoice #Jan 2026
6917	01/21/2026	01/27/2026	2378 Yakima Worker Care	72.00	Invoice #51592
Report Total:				1,371,091.52	

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: 1/27/2026  
Agenda Number: 10C

Action Item
-------------

**Title:** Resolution Authorizing the Mayor of Selah to Sign Telecommunications Franchise Agreements with Ziplly Fiber Pacific, LLC, and NFC Northwest, LLC, that Grant Nonexclusive Franchises for Telecommunication Facilities

**From:** Rob Case, City Attorney

**Action Requested:** Approval

**Staff Recommendation:** Approval

**Board/Commission Recommendation:** N/A

**Fiscal Impact:** N/A

**Funding Source:** N/A

**Background/Findings/Facts:** As a code city, Selah is authorized – by state law – to grant nonexclusive franchise rights to any person or entity that desires to use a portion of the City’s public infrastructure for certain purposes. The permissible purposes include the transmission and distribution of signals and other methods of communication. *See* RCW 35A.47.040 (1<sup>st</sup> ¶).

During its meeting on January 13, 2026, the City Council approved a Resolution (which became Resolution No. 3292) that directed City staff to publish in the Yakima Herald-Republic “an underlying Proposed Resolution” regarding the City’s intent to grant telecommunications franchises to Ziplly Fiber Pacific, LLC, and its affiliate NFC Northwest, LLC. Such publishing was a legal prerequisite to the City actually granting the franchises. *See* RCW 35A.47.040 (2<sup>nd</sup> ¶). Thereafter, City staff completed the publishing.

The City Council can now authorize the Mayor to sign a separate Telecommunication Franchise Agreement with each entity. Copies of the proposed Agreements are submitted with the instant AIS. A proposed Resolution is also submitted, which—if approved—with authorize the Mayor to sign the Agreements to effectuate the City granting the franchises. City staff asks the City Council to approve such Resolution.

**Recommended Motion:** I move to adopt 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).*

<b>Date:</b>	<b>Action Taken:</b>
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01/13/2026	Resolution No. 3292; Resolution Directing City Staff to Publish an Underlying Proposed Resolution in the City's Designated Official Newspaper as Notice of the City's Intent to Grant Nonexclusive Franchises for Telecommunications Facilities to Zply Fiber Pacific, LLC, and its Affiliate NFC Northwest, LLC, on January 27, 2026
<a href="#">Click here to enter a date.</a>	<a href="#">Click here to enter text.</a>

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING THE MAYOR OF SELAH TO SIGN TELECOMMUNICATIONS FRANCHISE AGREEMENTS WITH ZIPLY FIBER PACIFIC, LLC, AND NFC NORTHWEST, LLC, THAT GRANT NONEXCLUSIVE FRANCHISES FOR TELECOMMUNICATIONS FACILITIES

WHEREAS, the entities known as Zply Fiber Pacific, LLC, and NFC Northwest, LLC, desire to obtain nonexclusive franchises from the City of Selah so that they can locate telecommunications facilities, both underground and above ground, within rights-of-way owned by the City; and

WHEREAS, state law – specifically RCW 35A.47.040 – authorizes the City to grant nonexclusive franchises for such purpose; and

WHEREAS, two (2) proposed Telecommunications Franchise Agreements, each measuring nine pages, have been drafted and their terms are acceptable to City staff; and

WHEREAS, the City Council finds that good cause exists to authorize the Mayor to sign the Agreements and to thus grant the franchises;

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 two (2) nine-page Telecommunications Franchise Agreements and to thus grant the franchises.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 27<sup>th</sup> day of January, 2026.

\_\_\_\_\_  
Roger Bell, Mayor

ATTEST:

\_\_\_\_\_  
Courtney McGarity, Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Rob Case, City Attorney

## TELECOMMUNICATION FRANCHISE AGREEMENT

This Telecommunications Franchise Agreement (“AGREEMENT” or “FRANCHISE”) is entered into by and between **NFC Northwest, LLC**, a Delaware limited liability company (“FRANCHISEE”) and the municipal corporation of the **City of Selah, Washington** (“CITY”).

### RECITALS

**WHEREAS** the CITY recognizes that the use of public rights-of-way must be restricted to allow for the construction of amenities necessary to serve the needs within the CITY for all parcels located within the CITY. The coordination, planning, and management of the CITY’S rights-of-way is necessary to ensure that the burden of costs for the operations of non-municipal interests are not borne by the citizenry; and

**WHEREAS**, the CITY has determined that the development of a comprehensive plan for rights-of-way use and management is the most effective means for managing the current use of rights-of-way and for ensuring prudent and appropriate decisions concerning the use of rights-of-way in the future; and

**WHEREAS**, FRANCHISEE has determined that it is in its best interests to move forward with the installation and maintenance of telecommunications facilities within the public rights-of-way of CITY.

**NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

**Section 1. Non-exclusive Franchise Granted.** CITY hereby grants to FRANCHISEE, subject to the conditions prescribed in this AGREEMENT, the franchise rights and authority to construct, replace, repair, monitor, maintain, use, and operate the equipment and facilities necessary for telecommunication service crossing, within, upon, under and over the CITY-owned rights-of-way (“FRANCHISE AREA”). FRANCHISEE may place, erect, lay, maintain and operate in, upon, under and over the Rights-of-Way within the City poles, wires whether copper, fiber optic or other technology, and other appliances and conductors for all telephone and other telecommunication services, as defined in RCW 35.99.010, including information services and internet access (collectively “Services”). This FRANCHISE grants FRANCHISEE the right to provide such Services (individually or in combination) in the FRANCHISE AREA, but not the obligation. Such franchise rights and authority shall not be deemed to be exclusive to FRANCHISEE and shall in no way prohibit or limit the CITY’S ability to grant other franchises, permits, or rights along, over, or under the areas to which this FRANCHISE has been granted to FRANCHISEE; provided that, any other franchise(s) do not unreasonably interfere with FRANCHISEE’S exercise of its franchise rights and authority. This FRANCHISE shall in no way interfere with existing utilities or in any way limit, prohibit, or prevent, the CITY from using the FRANCHISE AREA or affect the CITY’S jurisdiction over any area in any way.

**Section 2. Authority.** The CITY’S Director of Public Works or his/her designee is hereby granted the authority to administer and enforce the terms and provisions of this FRANCHISE and may develop such rules, policies, and procedures, as he/she deems necessary to carry out the provisions contained herein.

**Section 3. Construction Provisions and Standards.** The following provisions shall be considered mandatory and failure to abide by any conditions described herein shall be deemed as non-compliance with the terms of this FRANCHISE:

- A. Permit Required** - No construction, maintenance, or repairs (except for emergency repairs) shall be undertaken in the FRANCHISE AREA without first obtaining a permit to perform such work from CITY'S Public Works Department. The CITY agrees that the permit requirements imposed on FRANCHISEE are of general applicability and such permitting requirements are uniformly and consistently applied by the CITY as to other public utility companies and other similarly situated entities operating in the CITY.
- B. Coordination** - All work and inspection shall be coordinated with CITY'S Public Works Department to ensure consistency with CITY'S infrastructure, CITY'S future capital improvement projects, all developer improvements, and pertinent codes and franchises.
- C. Construction Standards** - Any construction, installation, maintenance, and restoration activities performed by or for FRANCHISEE within the FRANCHISE AREA shall be conducted and located so as to produce the least amount of interference with the free passage of pedestrian and vehicular traffic. All construction, installation, maintenance, traffic control and restoration activities shall be conducted so as to conform to CITY'S most-current standards in effect at the time that such activities take place, and as may detailed in a Manual on Accommodating Utilities.
- D. Undergrounding** - The parties agree that this FRANCHISE does not limit the CITY'S authority under federal law, state law or local ordinance, to require the undergrounding of utilities or other facilities. FRANCHISEE shall not be required to convert existing facilities or install new facilities underground in any areas where other service providers (e.g., power, cable, telecommunications, etc.) have aerial facilities. In the event the CITY or any agency directly or indirectly reimburses any utility for the placement of facilities underground or the movement of facilities, FRANCHISEE will be similarly reimbursed. Where other utilities are present and involved in the undergrounding project, FRANCHISEE will only be required to pay its fair share of common costs borne by all utilities, in addition to the costs specifically attributable to the undergrounding of FRANCHISEE'S own facilities.
- E. Removal or Abandonment** - Upon the removal from service of any telecommunication components or other associated structures, facilities and amenities, FRANCHISEE shall comply with all applicable standards and requirements prescribed by CITY'S Public Works Department for the removal or abandonment of said structures and telecommunication service facilities.
- F. "One-Call" Location & Liability** – CITY will not locate private infrastructure. The "One-Call" locate will be the responsibility of the FRANCHISEE.
- G. As-Built Plans Required** - FRANCHISEE shall present as-built plans to be inspected and approved by CITY'S Public Works Director or his/her designee.

- H. Protect Public Interest** - FRANCHISEE understands and agrees that the Selah Municipal Code incorporates provisions necessary to protect the public interest and investment with regard to utilization of CITY-owned roads and rights-of-way.
- I. Service Drops and Maintenance** - FRANCHISEE shall not be required to obtain prior CITY approval or a permit (i) for routine maintenance or repair of above-ground FRANCHISEE-owned equipment, including the installation of new or replacement cables or wires on existing aerial facilities when the installation, maintenance, repair or replacement will not impact vehicular traffic by closing or blocking a lane of vehicular travel on any public roadway; or (ii) to construct, install, extend, maintain, repair, replace, or remove service drops, service laterals, and customer connections within the FRANCHISE AREA. FRANCHISEE is permitted without obtaining permission or a permit to (a) connect new customer premises to FRANCHISEE's distribution system; (b) repair or replace damaged service drops; (c) disconnect or reconnect service drops; (d) relocate service drops for operational or safety reasons; and (e) perform routine inspection and maintenance of service drop facilities.
- J. Relocation** - Whenever CITY determines that it is necessary for any of FRANCHISEE'S facilities, or for other system components, to be moved or relocated to accommodate the construction, or enhancement of any CITY-owned public amenity in the FRANCHISE AREA, CITY shall notify FRANCHISEE in writing of such determination. Within ninety (90) days of the approval by CITY of the plans for relocation, FRANCHISEE shall relocate those facilities or structures designated by CITY. The costs of moving or relocating FRANCHISEE facilities or structures, including but not limited to costs for design, engineering and construction is the responsibility of FRANCHISEE. FRANCHISEE may submit written alternative relocation proposals within thirty (30) days of receiving the CITY's determination regarding relocation. CITY shall evaluate any alternatives submitted by FRANCHISEE and provide written feedback. CITY may require FRANCHISEE to submit additional supporting information at FRANCHISEE's expense. CITY shall give full and fair consideration to each proposed alternative. If CITY determines that no alternative is reasonable or feasible, FRANCHISEE shall promptly submit plans for the original relocation as requested by CITY. Notwithstanding the foregoing, FRANCHISEE reserves all rights to seek compensation for relocation costs as permitted under RCW 35.99.060 and other applicable Washington state law.

#### **Section 4. Franchise Compliance.**

- A. Franchise Revocation** - Upon an event of Default (as defined below), CITY will provide FRANCHISEE with written notice, which describes the Default and requests remedial action within thirty (30) days of receipt of such notice. If within the thirty (30) day notice period, Franchisee cures the Default or commences to cure a Default that cannot reasonably be cured within the thirty (30) days of the notice, the notice of Default shall be deemed withdrawn. The demonstration of due diligence on the part of FRANCHISEE will be grounds for the grant of an extension in the period during which curing of the Default is to be attained; provided that, FRANCHISEE continues to pursue correction of any Defaults that are or were noted by CITY.

1. "Default" as used herein shall include:
  - a. Violation of any of the material provisions of this AGREEMENT;
  - b. Misrepresentation in the FRANCHISE application or a rights-of-way construction application;
  - c. FRANCHISEE is found by a court of competent jurisdiction to have practiced any fraud or deceit upon the CITY;
  - d. Failure to pay lawful taxes, compensation, fees or costs due to the CITY after final determination by the CITY of the taxes, compensation, fees or costs;
  - e. Failure to comply with technical, safety and engineering standards related to work within the rights-of-way; or
  - f. Failure to obtain or maintain any and all licenses, permits, certifications and other authorizations required by state or federal law for the placement, maintenance or operation of the FRANCHISEE's facilities.
2. If the City determines that the FRANCHISEE has not cured or otherwise remedied the Default pursuant to Section 4(A) above, then the CITY Manager or other duly appointed CITY official ("Examiner"), may recommend initiating a revocation hearing in front of the CITY council to determine if termination, revocation, or lesser remedies are appropriate. Rather than make a final decision, the Examiner shall make a recommendation to the CITY council, and such recommendation will include a determination of (i) whether an event that is grounds for revocation has occurred; (ii) whether such event is excusable; and (iii) whether such event has been cured or will be cured by FRANCHISEE. The recommendation shall include supporting documents and be supported by findings of fact and conclusions of law based upon the record. Within thirty (30) days of the conclusion of the hearing, the Examiner shall submit their recommendation to the CITY council, unless the FRANCHISEE agrees in writing to extend the time period, or the time period has been extended by a request for reconsideration. Prior to making the recommendation to the CITY council, the Examiner shall provide an opportunity for the FRANCHISEE to comment and shall provide such comments to the CITY council.
3. The CITY council shall, at a public hearing, consider and take final action on the revocation notice, upon the recommendation of the Examiner. FRANCHISEE shall be provided thirty (30) days advance notice of the date of the public hearing and an opportunity to be heard prior to final action by CITY council. In acting on the recommendation of the Examiner, the CITY council shall either: (i) accept the recommendation of the Examiner; (ii) reject the recommendation of the Examiner; (iii) require such other action as the CITY council determines are necessary, or (iv) remand the recommendation to the Examiner for an additional hearing limited to specific issues identified by the CITY council.
4. The CITY Council shall act through adoption of an ordinance. The ordinance may declare that the FRANCHISE shall be revoked as of a date

to be specified in the ordinance. The ordinance may also specify that the FRANCHISE will only be revoked if the FRANCHISEE does not comply with the CITY's requirements within such period as the CITY council may also fix in such ordinance. The ordinance shall include findings of fact and conclusions derived from those facts which support the decision of the CITY council. The CITY council may by reference adopt some or all of the findings and conclusions of the Examiner.

5. Judicial review may be sought for any final decision of the CITY council in the superior court by the FRANCHISEE within twenty-one (21) calendar days of the issuance of the CITY council's final decision on the matter.

- B. Emergency Actions** - If any of FRANCHISEE'S actions, or any failure by FRANCHISEE to act, to correct a situation caused by FRANCHISEE is deemed by CITY to create a threat to life or property, CITY may order FRANCHISEE to immediately correct said situation threat or, at CITY'S discretion, CITY may undertake measures to correct said situation threat itself; provided that, when possible, CITY shall notify FRANCHISEE of said threat and give FRANCHISEE an opportunity to correct said threat before undertaking such measures itself. FRANCHISEE shall be liable for all costs, expenses, and damages attributable to the correction of such an emergency situation as undertaken by CITY to the extent that such situation was caused by FRANCHISEE, and shall further be liable for all costs, expenses, and damages resulting to CITY from such situation and any reimbursement of such costs to CITY shall be made within thirty (30) days of written notice of the completion of such action or determination of damages by CITY. The failure by FRANCHISEE to take appropriate action to correct a situation caused by FRANCHISEE and identified by CITY as a threat to public or private safety or property shall be considered a violation of this FRANCHISE and each day that such a situation continues to exist and FRANCHISEE fails to take appropriate action to abate said situation shall be regarded as a separate violation.
- C. Other Remedies** - Nothing contained in this FRANCHISE shall limit CITY'S available remedies in the event if FRANCHISEE fails to comply with the provisions of this FRANCHISE, including but not limited to, CITY'S right to sue for specific performance and/or damages.
- D. Removal of System** - In the event that this FRANCHISE is terminated as a result of violation(s) and if necessary to protect the public health, safety or welfare, FRANCHISEE shall at its sole expense, promptly remove all components and facilities, provided that, CITY, at its discretion, may allow FRANCHISEE to abandon its facilities in place.
- E. Vacation** - If at any time the CITY, by ordinance and in accordance with applicable laws, vacates all or any portion of the area affected by this FRANCHISE, the CITY shall not be liable for any damages or loss to the FRANCHISEE by reason of such vacation, except to the extent the CITY violates this section. To the extent FRANCHISEE has Facilities within the right-of-way proposed to be vacated, the CITY shall reserve an appurtenant easement for such Facilities, which such easement shall be governed by this FRANCHISE. The CITY may also determine to reserve a utility easement for public utilities consistent with RCW 35.79.030.

The CITY shall notify FRANCHISEE in writing not less than sixty (60) days before vacating all or any portion of any such area. The CITY may, after ninety (90) days' written notice to FRANCHISEE, terminate this FRANCHISE solely with respect to such vacated area (except for any reserved utility easement).

**Section 5. Insurance.** FRANCHISEE shall present to CITY proof that FRANCHISEE has general liability insurance in the amount of one million dollars (\$1,000,000) in the single event and two million dollars (\$2,000,000) in the aggregate.

**Section 6. Other Permits & Approvals.** Nothing in this FRANCHISE shall relieve FRANCHISEE from any obligation to obtain approvals or necessary permits from applicable federal, state, and CITY authorities for all activities in the FRANCHISE AREA.

**Section 7. FRANCHISEE'S Successors.** The rights, privileges, benefits, title, or interest provided by this FRANCHISE shall automatically transfer to any assign(s) or successor(s) in interest of FRANCHISEE and, in such event, each instance of the word and reference to the position of "FRANCHISEE" within this AGREEMENT shall henceforth be read, construed and interpreted as stating the name of the successor(s).

**Section 8. Franchise Term.** The franchise rights and authority granted by this FRANCHISE shall remain in full force and effect for a period of fifteen (15) years from the effective date of this FRANCHISEE. Absent six (6) months' written notice of a desire to prevent renewal by either party to the other, the FRANCHISE will automatically renew, in the same form and under the same terms and conditions existing on the expiration date for an additional five (5) year term.

If the CITY and FRANCHISEE fail to formally renew the FRANCHISE prior to the expiration of its term or any extension thereof, the FRANCHISE will automatically continue in full force and effect until renewed or until either party gives written notice at least one hundred eighty (180) days in advance of intent not to renew the FRANCHISE.

**Section 9. Administrative Fees.** (NOT APPLICABLE)

**Section 10. FRANCHISE Fee.** (NOT APPLICABLE)

**Section 11. Annexed Areas.** The FRANCHISE rights and authority granted herein shall automatically extend to any lands annexed by the CITY during the term of this FRANCHISE, with such newly annexed areas becoming part of the FRANCHISE AREA without requiring additional agreements or procedures. Any new expansion into a new FRANCHISE area within the City of Selah will be subject to substantially the same terms and conditions set forth in this FRANCHISE and such permission will be given within sixty (60) days following notice by FRANCHISEE to CITY'S Public Works Director.

**Section 12. Notices.** Any notices to be served upon CITY or FRANCHISEE shall be delivered to the following addresses respectively:

**CITY:**

City of Selah  
ATTN: City Administrator  
ATTN: City Attorney  
115 West Naches Ave.

Selah, WA 98942

**FRANCHISEE:**

Ziply Fiber Pacific, LLC  
ATTN: Legal Department  
135 Lake Street South, Suite 155  
Kirkland, WA 98033

**Section 13. Claims for Damages.** In the construction, installation, repair, operation, and maintenance of its structures and facilities, FRANCHISEE shall use reasonable and appropriate precautions to avoid damage to persons or property. FRANCHISEE shall indemnify, hold harmless, and also defend CITY and its officers, agents, and employees from all third party claims, actions or damages of every kind or description, including reasonable attorney's and expert witness fees, which may accrue to or be suffered by any person or persons, corporation or property to the extent caused in part or in whole by any negligent act or omission of FRANCHISEE, its officers, agents, employees and contractors, carried on in the furtherance of the rights, benefits, and privileges granted to FRANCHISEE by this FRANCHISE. In the event any claim or demand is presented to or filed with the CITY which gives rise to FRANCHISEE'S obligation(s) pursuant to this section, CITY shall within a reasonable time notify FRANCHISEE thereof and FRANCHISEE shall have a right, at its election, to settle or compromise such claim or demand. In the event any claim or action is commenced in which CITY is named as a party, and which suit or action is based on a claim or demand which gives rise to FRANCHISEE'S obligation(s) pursuant to this section, CITY shall promptly notify FRANCHISEE thereof, and FRANCHISEE shall, at its sole cost and expense, defend such suit or action by attorneys of its own election. In defense of such suit or action, FRANCHISEE may, at its election and at its sole cost and expense, settle or compromise such suit or action. This section shall not be construed to require FRANCHISEE to: (i) protect and save CITY harmless from any claims, actions, or damages; (ii) settle or compromise any claim, demand, suit, or action; (iii) appear in or defend any suit or action; or, (iv) pay any judgment or reimburse the CITY'S costs and expenses (including reasonable attorney's fees), to the extent such claim arises out of the sole negligence of CITY. To the extent of any concurrent negligence between FRANCHISEE and CITY, FRANCHISEE'S obligations under this section shall only extend to its own share of negligence or fault. CITY shall have the right at all times to participate through its own attorney in any suit or action which arises out of any right, privilege, and authority granted by or exercised pursuant to this FRANCHISE when CITY determines that such participation is required to protect the interests of CITY or the public. Such participation by CITY shall be at CITY'S sole cost and expense.

**Section 14. Severability.** If any section, sentence, clause, or phrase of this FRANCHISE is held to be invalid or unconstitutional by a court of competent jurisdiction, CITY may, at its sole discretion, deem the entire FRANCHISE to be affected and thereby nullified. However, in the event that a determination is made that a section, sentence, clause, or phrase in this FRANCHISE is invalid or unconstitutional, CITY may elect to treat the portion declared invalid or unconstitutional as severable and enforce the remaining provisions of this FRANCHISE; provided that, if CITY elects to enforce the remaining provisions of the FRANCHISE, FRANCHISEE shall have the option to terminate the FRANCHISE.

**Section 15. Indemnification.** Not including a claim for damages that CITY may raise under Section 13 above, FRANCHISEE, and each of its successors and assigns, agrees and covenants to indemnify and hold harmless CITY from and against any and all third-party liability, loss, cost, damages, whether to persons or property, or expense of any type or nature, including reasonable attorney's fees and expert witness fees, to the extent it arises from any negligent act or omission or willful misconduct of FRANCHISEE or one of its successors or assigns, arising from or connected to work under this FRANCHISE, except to the extent such liability, loss, cost, damages, expenses or fees are caused by the negligence of the CITY; provided however, that in case any suit or action is instituted against CITY by reason of any such damage or injury, CITY shall: (i) cause written notice thereof to be given unto FRANCHISEE; (ii) provide all reasonably requested assistance in defense or settlement of such claim at FRANCHISEE'S expense; and, (iii) retain the right to control the defense of settlement or such claims.

The parties acknowledge that this FRANCHISE is subject to RCW 4.24.115. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the FRANCHISEE and the CITY, its officers, officials, employees, and volunteers, the FRANCHISEE's liability hereunder shall be only to the extent of the FRANCHISEE's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the FRANCHISEE's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this FRANCHISE.

The CITY acknowledges that under no circumstances will FRANCHISEE be liable under this FRANCHISE for special, consequential or punitive damages or damages with respect to economic loss.

**Section 16. Effective Date.** This FRANCHISE shall take effect and be in full force and effect after approval of the City of Selah City Council via a Resolution.

**Section 17. Other Conditions:** (None)

**Section 18. Amendment:** This FRANCHISE may not be amended, modified, or changed except by written agreement signed by both parties.

**Section 19. Survival:** The provisions of Sections 13 (Claims for Damages), 15 (Indemnification), and this Section 20 shall survive the termination or expiration of this FRANCHISE.

**Section 20. Waiver:** The failure of either party to enforce any provision of this FRANCHISE shall not be construed as a waiver of such provision or the right to enforce such provision in the future.

**Section 21. Governing Law:** This FRANCHISE shall be construed in accordance with the laws of the State of Washington. The United States District Court for the Western District of Washington, and Yakima County Superior Court have proper venue for any dispute related to this FRANCHISE.

**Section 22. Entire Agreement:** This FRANCHISE constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements relating to the subject matter hereof.

This FRANCHISE is not valid until accepted and signed by FRANCHISEE.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at Selah, Washington.

**CITY**

By: \_\_\_\_\_

Name:

\_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

**Zipty Fiber Pacific, LLC**

UBI No. 604-852-167

By: \_\_\_\_\_

Name: \_\_\_\_\_

Jessica Epley  
VP – Regulatory & External Affairs

Date: \_\_\_\_\_

## TELECOMMUNICATION FRANCHISE AGREEMENT

This Telecommunications Franchise Agreement (“AGREEMENT” or “FRANCHISE”) is entered into by and between **Zipty Fiber Pacific, LLC**, a Delaware limited liability company (“FRANCHISEE”) and the municipal corporation of the **City of Selah, Washington** (“CITY”).

### RECITALS

**WHEREAS** the CITY recognizes that the use of public rights-of-way must be restricted to allow for the construction of amenities necessary to serve the needs within the CITY for all parcels located within the CITY. The coordination, planning, and management of the CITY’S rights-of-way is necessary to ensure that the burden of costs for the operations of non-municipal interests are not borne by the citizenry; and

**WHEREAS**, the CITY has determined that the development of a comprehensive plan for rights-of-way use and management is the most effective means for managing the current use of rights-of-way and for ensuring prudent and appropriate decisions concerning the use of rights-of-way in the future; and

**WHEREAS**, FRANCHISEE has determined that it is in its best interests to move forward with the installation and maintenance of telecommunications facilities within the public rights-of-way of CITY.

**NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

**Section 1. Non-exclusive Franchise Granted.** CITY hereby grants to FRANCHISEE, subject to the conditions prescribed in this AGREEMENT, the franchise rights and authority to construct, replace, repair, monitor, maintain, use, and operate the equipment and facilities necessary for telecommunication service crossing, within, upon, under and over the CITY-owned rights-of-way (“FRANCHISE AREA”). FRANCHISEE may place, erect, lay, maintain and operate in, upon, under and over the Rights-of-Way within the City poles, wires whether copper, fiber optic or other technology, and other appliances and conductors for all telephone and other telecommunication services, as defined in RCW 35.99.010, including information services and internet access (collectively “Services”). This FRANCHISE grants FRANCHISEE the right to provide such Services (individually or in combination) in the FRANCHISE AREA, but not the obligation. Such franchise rights and authority shall not be deemed to be exclusive to FRANCHISEE and shall in no way prohibit or limit the CITY’S ability to grant other franchises, permits, or rights along, over, or under the areas to which this FRANCHISE has been granted to FRANCHISEE; provided that, any other franchise(s) do not unreasonably interfere with FRANCHISEE’S exercise of its franchise rights and authority. This FRANCHISE shall in no way interfere with existing utilities or in any way limit, prohibit, or prevent, the CITY from using the FRANCHISE AREA or affect the CITY’S jurisdiction over any area in any way.

**Section 2. Authority.** The CITY’S Director of Public Works or his/her designee is hereby granted the authority to administer and enforce the terms and provisions of this FRANCHISE and may develop such rules, policies, and procedures, as he/she deems necessary to carry out the provisions contained herein.

**Section 3. Construction Provisions and Standards.** The following provisions shall be considered mandatory and failure to abide by any conditions described herein shall be deemed as non-compliance with the terms of this FRANCHISE:

- A. Permit Required** - No construction, maintenance, or repairs (except for emergency repairs) shall be undertaken in the FRANCHISE AREA without first obtaining a permit to perform such work from CITY'S Public Works Department. The CITY agrees that the permit requirements imposed on FRANCHISEE are of general applicability and such permitting requirements are uniformly and consistently applied by the CITY as to other public utility companies and other similarly situated entities operating in the CITY.
- B. Coordination** - All work and inspection shall be coordinated with the CITY'S Public Works Department to ensure consistency with CITY'S infrastructure, CITY'S future capital improvement projects, all developer improvements, and pertinent codes and franchises.
- C. Construction Standards** - Any construction, installation, maintenance, and restoration activities performed by or for FRANCHISEE within the FRANCHISE AREA shall be conducted and located so as to produce the least amount of interference with the free passage of pedestrian and vehicular traffic. All construction, installation, maintenance, traffic control and restoration activities shall be conducted so as to conform to CITY'S most-current standards in effect at the time that such activities take place, and as may detailed in a Manual on Accommodating Utilities.
- D. Undergrounding** - The parties agree that this FRANCHISE does not limit the CITY'S authority under federal law, state law or local ordinance, to require the undergrounding of utilities or other facilities. FRANCHISEE shall not be required to convert existing facilities or install new facilities underground in any areas where other service providers (e.g., power, cable, telecommunications, etc.) have aerial facilities. In the event the CITY or any agency directly or indirectly reimburses any utility for the placement of facilities underground or the movement of facilities, FRANCHISEE will be similarly reimbursed. Where other utilities are present and involved in the undergrounding project, FRANCHISEE will only be required to pay its fair share of common costs borne by all utilities, in addition to the costs specifically attributable to the undergrounding of FRANCHISEE'S own facilities.
- E. Removal or Abandonment** - Upon the removal from service of any telecommunication components or other associated structures, facilities and amenities, FRANCHISEE shall comply with all applicable standards and requirements prescribed by CITY'S Public Works Department for the removal or abandonment of said structures and telecommunication service facilities.
- F. "One-Call" Location & Liability** – CITY will not locate private infrastructure. The "One-Call" locate will be the responsibility of the FRANCHISEE.
- G. As-Built Plans Required** - FRANCHISEE shall present as-built plans to be inspected and approved by CITY'S Public Works Director or his/her designee.

- H. Protect Public Interest** - FRANCHISEE understands and agrees that the Selah Municipal Code incorporates provisions necessary to protect the public interest and investment with regard to utilization of CITY-owned roads and rights-of-way.
- I. Service Drops and Maintenance** - FRANCHISEE shall not be required to obtain prior CITY approval or a permit (i) for routine maintenance or repair of above-ground FRANCHISEE-owned equipment, including the installation of new or replacement cables or wires on existing aerial facilities when the installation, maintenance, repair or replacement will not impact vehicular traffic by closing or blocking a lane of vehicular travel on any public roadway; or (ii) to construct, install, extend, maintain, repair, replace, or remove service drops, service laterals, and customer connections within the FRANCHISE AREA. FRANCHISEE is permitted without obtaining permission or a permit to (a) connect new customer premises to FRANCHISEE's distribution system; (b) repair or replace damaged service drops; (c) disconnect or reconnect service drops; (d) relocate service drops for operational or safety reasons; and (e) perform routine inspection and maintenance of service drop facilities.
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  - f. Failure to obtain or maintain any and all licenses, permits, certifications and other authorizations required by state or federal law for the placement, maintenance or operation of the FRANCHISEE's facilities.
2. If the City determines that the FRANCHISEE has not cured or otherwise remedied the Default pursuant to Section 4(A) above, then the CITY Manager or other duly appointed CITY official ("Examiner"), may recommend initiating a revocation hearing in front of the CITY council to determine if termination, revocation, or lesser remedies are appropriate. Rather than make a final decision, the Examiner shall make a recommendation to the CITY council, and such recommendation will include a determination of (i) whether an event that is grounds for revocation has occurred; (ii) whether such event is excusable; and (iii) whether such event has been cured or will be cured by FRANCHISEE. The recommendation shall include supporting documents and be supported by findings of fact and conclusions of law based upon the record. Within thirty (30) days of the conclusion of the hearing, the Examiner shall submit their recommendation to the CITY council, unless the FRANCHISEE agrees in writing to extend the time period, or the time period has been extended by a request for reconsideration. Prior to making the recommendation to the CITY council, the Examiner shall provide an opportunity for the FRANCHISEE to comment and shall provide such comments to the CITY council.
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**Section 5. Insurance.** FRANCHISEE shall present to CITY proof that FRANCHISEE has general liability insurance in the amount of one million dollars (\$1,000,000) in the single event and two million dollars (\$2,000,000) in the aggregate.

**Section 6. Other Permits & Approvals.** Nothing in this FRANCHISE shall relieve FRANCHISEE from any obligation to obtain approvals or necessary permits from applicable federal, state, and CITY authorities for all activities in the FRANCHISE AREA.

**Section 7. FRANCHISEE'S Successors.** The rights, privileges, benefits, title, or interest provided by this FRANCHISE shall automatically transfer to any assign(s) or successor(s) in interest of FRANCHISEE and, in such event, each instance of the word and reference to the position of "FRANCHISEE" within this AGREEMENT shall henceforth be read, construed and interpreted as stating the name of the successor(s).

**Section 8. Franchise Term.** The franchise rights and authority granted by this FRANCHISE shall remain in full force and effect for a period of fifteen (15) years from the effective date of this FRANCHISEE. Absent six (6) months' written notice of a desire to prevent renewal by either party to the other, the FRANCHISE will automatically renew, in the same form and under the same terms and conditions existing on the expiration date for an additional five (5) year term.

If the CITY and FRANCHISEE fail to formally renew the FRANCHISE prior to the expiration of its term or any extension thereof, the FRANCHISE will automatically continue in full force and effect until renewed or until either party gives written notice at least one hundred eighty (180) days in advance of intent not to renew the FRANCHISE.

**Section 9. Administrative Fees.** (NOT APPLICABLE)

**Section 10. FRANCHISE Fee.** (NOT APPLICABLE)

**Section 11. Annexed Areas.** The FRANCHISE rights and authority granted herein shall automatically extend to any lands annexed by the CITY during the term of this FRANCHISE, with such newly annexed areas becoming part of the FRANCHISE AREA without requiring additional agreements or procedures. Any new expansion into a new FRANCHISE area within the City of Selah will be subject to substantially the same terms and conditions set forth in this FRANCHISE and such permission will be given within sixty (60) days following notice by FRANCHISEE to CITY'S Public Works Director.

**Section 12. Notices.** Any notices to be served upon CITY or FRANCHISEE shall be delivered to the following addresses respectively:

**CITY:**

City of Selah  
ATTN: City Administrator  
ATTN: City Attorney  
115 West Naches Ave.

Selah, WA 98942

**FRANCHISEE:**

Ziply Fiber Pacific, LLC  
ATTN: Legal Department  
135 Lake Street South, Suite 155  
Kirkland, WA 98033

**Section 13. Claims for Damages.** In the construction, installation, repair, operation, and maintenance of its structures and facilities, FRANCHISEE shall use reasonable and appropriate precautions to avoid damage to persons or property. FRANCHISEE shall indemnify, hold harmless, and also defend CITY and its officers, agents, and employees from all third party claims, actions or damages of every kind or description, including reasonable attorney's and expert witness fees, which may accrue to or be suffered by any person or persons, corporation or property to the extent caused in part or in whole by any negligent act or omission of FRANCHISEE, its officers, agents, employees and contractors, carried on in the furtherance of the rights, benefits, and privileges granted to FRANCHISEE by this FRANCHISE. In the event any claim or demand is presented to or filed with the CITY which gives rise to FRANCHISEE'S obligation(s) pursuant to this section, CITY shall within a reasonable time notify FRANCHISEE thereof and FRANCHISEE shall have a right, at its election, to settle or compromise such claim or demand. In the event any claim or action is commenced in which CITY is named as a party, and which suit or action is based on a claim or demand which gives rise to FRANCHISEE'S obligation(s) pursuant to this section, CITY shall promptly notify FRANCHISEE thereof, and FRANCHISEE shall, at its sole cost and expense, defend such suit or action by attorneys of its own election. In defense of such suit or action, FRANCHISEE may, at its election and at its sole cost and expense, settle or compromise such suit or action. This section shall not be construed to require FRANCHISEE to: (i) protect and save CITY harmless from any claims, actions, or damages; (ii) settle or compromise any claim, demand, suit, or action; (iii) appear in or defend any suit or action; or, (iv) pay any judgment or reimburse the CITY'S costs and expenses (including reasonable attorney's fees), to the extent such claim arises out of the sole negligence of CITY. To the extent of any concurrent negligence between FRANCHISEE and CITY, FRANCHISEE'S obligations under this section shall only extend to its own share of negligence or fault. CITY shall have the right at all times to participate through its own attorney in any suit or action which arises out of any right, privilege, and authority granted by or exercised pursuant to this FRANCHISE when CITY determines that such participation is required to protect the interests of CITY or the public. Such participation by CITY shall be at CITY'S sole cost and expense.

**Section 14. Severability.** If any section, sentence, clause, or phrase of this FRANCHISE is held to be invalid or unconstitutional by a court of competent jurisdiction, CITY may, at its sole discretion, deem the entire FRANCHISE to be affected and thereby nullified. However, in the event that a determination is made that a section, sentence, clause, or phrase in this FRANCHISE is invalid or unconstitutional, CITY may elect to treat the portion declared invalid or unconstitutional as severable and enforce the remaining provisions of this FRANCHISE; provided that, if CITY elects to enforce the remaining provisions of the FRANCHISE, FRANCHISEE shall have the option to terminate the FRANCHISE.

**Section 15. Indemnification.** Not including a claim for damages that CITY may raise under Section 13 above, FRANCHISEE, and each of its successors and assigns, agrees and covenants to indemnify and hold harmless CITY from and against any and all third-party liability, loss, cost, damages, whether to persons or property, or expense of any type or nature, including reasonable attorney's fees and expert witness fees, to the extent it arises from any negligent act or omission or willful misconduct of FRANCHISEE or one of its successors or assigns, arising from or connected to work under this FRANCHISE, except to the extent such liability, loss, cost, damages, expenses or fees are caused by the negligence of the CITY; provided however, that in case any suit or action is instituted against CITY by reason of any such damage or injury, CITY shall: (i) cause written notice thereof to be given unto FRANCHISEE; (ii) provide all reasonably requested assistance in defense or settlement of such claim at FRANCHISEE'S expense; and, (iii) retain the right to control the defense of settlement or such claims.

The parties acknowledge that this FRANCHISE is subject to RCW 4.24.115. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the FRANCHISEE and the CITY, its officers, officials, employees, and volunteers, the FRANCHISEE's liability hereunder shall be only to the extent of the FRANCHISEE's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the FRANCHISEE's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this FRANCHISE.

The CITY acknowledges that under no circumstances will FRANCHISEE be liable under this FRANCHISE for special, consequential or punitive damages or damages with respect to economic loss.

**Section 16. Effective Date.** This FRANCHISE shall take effect and be in full force and effect after approval of the City of Selah City Council via a Resolution.

**Section 17. Other Conditions:** (None)

**Section 18. Amendment:** This FRANCHISE may not be amended, modified, or changed except by written agreement signed by both parties.

**Section 19. Survival:** The provisions of Sections 13 (Claims for Damages), 15 (Indemnification), and this Section 20 shall survive the termination or expiration of this FRANCHISE.

**Section 20. Waiver:** The failure of either party to enforce any provision of this FRANCHISE shall not be construed as a waiver of such provision or the right to enforce such provision in the future.

**Section 21. Governing Law:** This FRANCHISE shall be construed in accordance with the laws of the State of Washington. The United States District Court for the Western District of Washington, and Yakima County Superior Court have proper venue for any dispute related to this FRANCHISE.

**Section 22. Entire Agreement:** This FRANCHISE constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements relating to the subject matter hereof.

This FRANCHISE is not valid until accepted and signed by FRANCHISEE.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at Selah, Washington.

**CITY**

By: \_\_\_\_\_

Name:

\_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

**Zipty Fiber Pacific, LLC**

UBI No. 604-852-167

By: \_\_\_\_\_

Name: \_\_\_\_\_

Jessica Epley  
VP – Regulatory & External Affairs

Date: \_\_\_\_\_