



SELAH CITY COUNCIL

Study Session

July 14, 2026

4:30pm - 5:30pm: Budget Review



SELAH CITY COUNCIL

July 14, 2026

4:30 p.m.: Study Session | Mid-Year Budget Review

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: July 14, 2026
4:30 p.m.: Study Session
5:30 p.m.: Regular Meeting

Remote Link:
www.youtube.com/@cityofselah/live

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

Mayor:
Mayor Pro Tempore +
Councilmember:
Councilmembers:

Roger Bell

Jared Iverson
Joshua Redtfeldt
Elizabeth Marquis
Clifford Peterson
William Longmire
Melissa Maxwell
David Monaghan
Mike Costello
Rob Case
Courtney McGarity

City Administrator:
City Attorney:
City Clerk:

AGENDA

- 1) **Call to Order – Mayor Bell**
- 2) **Roll Call**
- 3) **Registering in record of councilmember absence(s) as excused absence(s), per SMC 1.06.070**
- 4) **Pledge of Allegiance**
- 5) **Invocation with 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 – None**

10) **Consent Agenda**

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

- A. Courtney McGarity * Approval of Minutes from June 9, 2026 Council Meeting
- B. Kimberly Grimm * Approval of Claims & Payroll
- C. Jennifer Leslie * Minutes from May 5, 2026 Planning Commission Meeting
- D. Ty Jones * Resolution Authorizing the Mayor to Sign “Change Order No. 1” with Empire-EWP, LLC, Pertaining to the City’s Well No. 9 Drilling (Re-Bid) Project
- E. Ty Jones * Resolution Declaring the City’s Volunteer Park (a/k/a Delores Huerta Park) Shade Structures Project to be Complete and Accepting the Work and Materials
- F. Ty Jones * Resolution Authorizing the Mayor to DocuSign an Agreement with the Washington State Department of Commerce for Phase III of the City’s Civic Center Remodel Project
- G. Ty Jones * Resolution Authorizing the Mayor to Sign an Agreement with Yakima County to Revise the Corporate Boundary to Include an Additional Segment of Speyers Road

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: July 28, 2026
Next Study Session: August 11, 2026



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 7/14/2026

Agenda Number: 10A

Action Item

Title: Approval of Meeting Minutes from June 9, 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
June 9, 2026



Call to Order

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

Roll Call

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

Councilmembers Absent: Joshua Redtfeldt

Staff Present: Roger Bell, Mayor; Mike Costello, City Administrator; Rob Case, City Attorney; Mick Gause, Police Chief; Jim Lange, Fire Chief; Ty Jones, Public Works Director; Zack Schab, Recreation + Tourism Manager; Kimberly Grimm, Finance Director; Courtney McGarity, City Clerk

Pledge of Allegiance was said by all in attendance

Invocation

Stuart Cardon of the Church of Jesus Christ of Latter-day Saints

Announcement of Changes

- Addition of 13B under Resolutions

Getting to know local businesses, agencies and/or people (up to 5 minutes total)

- Cambree Gordon – America 250 Wearable Art

Oral Comments by People in Attendance

- Pattie Graffe – Provided updates from the SDA
- Amy Laws – Spoke on rising costs and availability of healthcare
- Pam Rodriguez – Spoke on rising costs and availability of healthcare
- Angie Scott – Spoke on rising costs and availability of healthcare
- Kristina Siribean – Spoke on rising costs and availability of healthcare

Proclamations

- A. Proclamation Celebrating America's 250th Anniversary

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 May 26, 2026 Council Meeting
- B. Kimberly Grimm * Approval of Claims & Payroll
- C. Zack Schab * Resolution Authorizing the Mayor to Sign a Three-Page Facility Services Rental Service Agreement with Cintas Pertaining to the Civic Center

Councilmember Peterson 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.

Public Hearings/Forums

- A. Ty Jones Public Hearing to Receive Comments, if any, Regarding Potential Adoption of the City of Selah Six-Year Transportation Improvement Program from 2027 to 2032

Resolutions

- A. Ty Jones Resolution Adopting the City of Selah Six-Year Transportation Improvement Program from 2027 to 2032
- B. Ty Jones Resolution Authorizing the Mayor to Sign “Change Order No. 2” with Eadon Prairie Construction, LLC, Pertaining to the City’s Hillcrest Water Main Replacement Project

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

Staff Reports/Announcements

The following staff members provided a department report:

- Jim Lange, Fire Chief
- Laura Wilson, Community Development Supervisor
- Kimberly Grimm, Finance Director
- Mick Gause, Police Chief
- Zack Schab, Recreation + Tourism Manager
- Ty Jones, Public Works Director
- Courtney McGarity, City Clerk

Councilmember Reports

- Councilmember Marquis – The next RFA meeting is scheduled for 6/16 and a draft is expected to be completed at this time; this Friday at 8am is the ribbon cutting for the new Howard's Drug and Ausink Family Medicine
- Councilmember Maxwell – Attended the 5/28 Selah School Board meeting; awards for recognition and Best of the Best were presented; a draft for the new bell-to-bell cell phone ban; an update was provided on the new Selah High School turf field; the school district surplus sale is coming soon. Yakima Valley Tourism is preparing to replace the CEO position; two-year projected budget; tourism ambassador program.
- Councilmember Iverson – Attended the Selah Chamber of Commerce meeting which included an escape room activity.
- Councilmember Peterson – Will miss the Fire Commissioners meeting tonight due to City Council Executive Session to follow this meeting; planning to attend the SPRSA meeting next Monday; will be attending the AWC conference 6/23-6/26.
- Councilmember Longmire – Attended the recent RFA meeting and will be at the next on 6/16.

City Administrator's Report

- Banner Bank will be supplying City Hall a check reader which will save time when processing daily deposits.
- Carlon Park – the bathrooms received a fresh coat of paint; during the GYGSA tournaments 3 of the 4 restrooms will be for women and the remaining 1 will be for men; there will be signage posted to direct athletes and attendees.
- Will be attending the AWC Conference in Spokane on 6/23-6/26 with Mayor Bell and Councilmember Peterson.

Mayor's Report

- The annual All-Staff Appreciation BBQ will be at Public Works from 11am-1pm on 6/30 and all staff and council members are invited to attend.
- New Staff – Linda Calderon in Payroll and Accounts Payable and Laura Wilson for Planning and Community Development.
- Study Session on 7/14 to review the current budget; the Budget Workshop is scheduled for 11/4-11/6.

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

Executive Session began at 6:45 p.m. to end at 7:15 p.m.

Executive Session ended at 7:15 p.m. with no decisions made/no votes taken

Adjournment

Councilmember Iverson moved to adjourn the meeting. Councilmember Peterson seconded.

Mayor Bell adjourned.

Meeting ended at 7:16 p.m.

Roger Bell, Mayor

David Monaghan, Councilmember

Clifford Peterson, Councilmember

Elizabeth Marquis, Councilmember

Melissa Maxwell, Councilmember

ABSENT

Joshua Redtfeldt, Councilmember

William Longmire, Councilmember

Jared Iverson, Councilmember

ATTEST:

Courtney McGarity, City Clerk



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 7/14/2026

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: 13:48:17 Date: 06/25/2026

06/22/2026 To: 06/22/2026

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
4060	06/22/2026	Payroll	1	EFT		434.84	May 1-31 2026 Pay Period
4065	06/22/2026	Payroll	1	EFT		220.87	May 1-31 2026 Pay Period
4066	06/22/2026	Payroll	1	EFT		521.94	May 1-31 2026 Pay Period
4067	06/22/2026	Payroll	1	EFT		627.21	May 1-31 2026 Pay Period
4071	06/22/2026	Payroll	1	EFT		120.87	May 1-31 2026 Pay Period
4074	06/22/2026	Payroll	1	EFT		620.71	May 1-31 2026 Pay Period
4075	06/22/2026	Payroll	1	EFT		803.61	May 1-31 2026 Pay Period
4077	06/22/2026	Payroll	1	EFT		158.08	May 1-31 2026 Pay Period
4078	06/22/2026	Payroll	1	EFT		1,779.44	May 1-31 2026 Pay Period
4083	06/22/2026	Payroll	1	EFT		1,042.79	May 1-31 2026 Pay Period
4084	06/22/2026	Payroll	1	EFT		165.46	May 1-31 2026 Pay Period
4085	06/22/2026	Payroll	1	EFT		183.93	May 1-31 2026 Pay Period
4087	06/22/2026	Payroll	1	EFT		868.59	May 1-31 2026 Pay Period
4088	06/22/2026	Payroll	1	EFT		137.76	May 1-31 2026 Pay Period
4091	06/22/2026	Payroll	1	EFT		88.82	May 1-31 2026 Pay Period
4092	06/22/2026	Payroll	1	EFT		677.08	May 1-31 2026 Pay Period
4093	06/22/2026	Payroll	1	EFT		143.30	May 1-31 2026 Pay Period
4094	06/22/2026	Payroll	1	EFT		86.97	May 1-31 2026 Pay Period
4095	06/22/2026	Payroll	1	EFT		17.70	May 1-31 2026 Pay Period
4096	06/22/2026	Payroll	1	EFT		364.94	May 1-31 2026 Pay Period
4097	06/22/2026	Payroll	1	EFT		852.29	May 1-31 2026 Pay Period
4098	06/22/2026	Payroll	1	EFT		763.89	May 1-31 2026 Pay Period
4099	06/22/2026	Payroll	1	EFT		17.70	May 1-31 2026 Pay Period
4101	06/22/2026	Payroll	1	EFT		55.57	May 1-31 2026 Pay Period
4102	06/22/2026	Payroll	1	EFT		703.06	May 1-31 2026 Pay Period
4104	06/22/2026	Payroll	1	EFT		786.98	May 1-31 2026 Pay Period
4106	06/22/2026	Payroll	1	EFT		36.17	May 1-31 2026 Pay Period
4107	06/22/2026	Payroll	1	EFT		181.17	May 1-31 2026 Pay Period
4108	06/22/2026	Payroll	1	EFT		23.25	May 1-31 2026 Pay Period
4109	06/22/2026	Payroll	1	EFT		2,209.68	June 1-15 2026 Pay Period
4110	06/22/2026	Payroll	1	EFT		2,200.34	June 1-15 2026 Pay Period
4111	06/22/2026	Payroll	1	EFT		2,303.03	June 1-15 2026 Pay Period
4112	06/22/2026	Payroll	1	EFT		2,236.95	June 1-15 2026 Pay Period
4113	06/22/2026	Payroll	1	EFT		3,153.15	June 1-15 2026 Pay Period
4114	06/22/2026	Payroll	1	EFT		2,196.34	June 1-15 2026 Pay Period
4115	06/22/2026	Payroll	1	EFT		2,096.95	June 1-15 2026 Pay Period
4116	06/22/2026	Payroll	1	EFT		2,276.28	June 1-15 2026 Pay Period
4117	06/22/2026	Payroll	1	EFT		2,260.86	June 1-15 2026 Pay Period
4118	06/22/2026	Payroll	1	EFT		1,063.02	June 1-15 2026 Pay Period
4119	06/22/2026	Payroll	1	EFT		2,308.16	June 1-15 2026 Pay Period
4120	06/22/2026	Payroll	1	EFT		4,779.60	June 1-15 2026 Pay Period
4121	06/22/2026	Payroll	1	EFT		2,215.54	June 1-15 2026 Pay Period
4122	06/22/2026	Payroll	1	EFT		2,916.71	June 1-15 2026 Pay Period
4123	06/22/2026	Payroll	1	EFT		2,136.40	June 1-15 2026 Pay Period
4124	06/22/2026	Payroll	1	EFT		4,248.08	June 1-15 2026 Pay Period
4125	06/22/2026	Payroll	1	EFT		2,862.82	June 1-15 2026 Pay Period
4126	06/22/2026	Payroll	1	EFT		2,110.62	June 1-15 2026 Pay Period
4128	06/22/2026	Payroll	1	EFT		2,849.25	June 1-15 2026 Pay Period
4129	06/22/2026	Payroll	1	EFT		2,355.51	June 1-15 2026 Pay Period
4130	06/22/2026	Payroll	1	EFT		2,197.61	June 1-15 2026 Pay Period
4131	06/22/2026	Payroll	1	EFT		1,563.13	June 1-15 2026 Pay Period
4132	06/22/2026	Payroll	1	EFT		3,962.25	June 1-15 2026 Pay Period
4133	06/22/2026	Payroll	1	EFT		1,920.78	June 1-15 2026 Pay Period
4134	06/22/2026	Payroll	1	EFT		2,366.70	June 1-15 2026 Pay Period
4135	06/22/2026	Payroll	1	EFT		149.83	June 1-15 2026 Pay Period
4136	06/22/2026	Payroll	1	EFT		3,993.96	June 1-15 2026 Pay Period
4137	06/22/2026	Payroll	1	EFT		2,063.54	June 1-15 2026 Pay Period
4138	06/22/2026	Payroll	1	EFT		2,165.86	June 1-15 2026 Pay Period
4139	06/22/2026	Payroll	1	EFT		2,366.57	June 1-15 2026 Pay Period
4140	06/22/2026	Payroll	1	EFT		3,108.30	June 1-15 2026 Pay Period

CHECK REGISTER

City Of Selah

Time: 13:48:17 Date: 06/25/2026

06/22/2026 To: 06/22/2026

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
4141	06/22/2026	Payroll	1	EFT		2,086.83	June 1-15 2026 Pay Period
4142	06/22/2026	Payroll	1	EFT		1,846.14	June 1-15 2026 Pay Period
4143	06/22/2026	Payroll	1	EFT		288.79	June 1-15 2026 Pay Period
4144	06/22/2026	Payroll	1	EFT		2,018.45	June 1-15 2026 Pay Period
4145	06/22/2026	Payroll	1	EFT		2,230.14	June 1-15 2026 Pay Period
4146	06/22/2026	Payroll	1	EFT		2,178.70	June 1-15 2026 Pay Period
4147	06/22/2026	Payroll	1	EFT		4,021.14	June 1-15 2026 Pay Period
4148	06/22/2026	Payroll	1	EFT		2,484.17	June 1-15 2026 Pay Period
4149	06/22/2026	Payroll	1	EFT		2,176.33	June 1-15 2026 Pay Period
4150	06/22/2026	Payroll	1	EFT		3,871.82	June 1-15 2026 Pay Period
4151	06/22/2026	Payroll	1	EFT		3,220.81	June 1-15 2026 Pay Period
4152	06/22/2026	Payroll	1	EFT		2,119.58	June 1-15 2026 Pay Period
4153	06/22/2026	Payroll	1	EFT		2,082.27	June 1-15 2026 Pay Period
4154	06/22/2026	Payroll	1	EFT		2,625.96	June 1-15 2026 Pay Period
4155	06/22/2026	Payroll	1	EFT		4,686.64	June 1-15 2026 Pay Period
4156	06/22/2026	Payroll	1	EFT		2,929.05	June 1-15 2026 Pay Period
4157	06/22/2026	Payroll	1	EFT		2,168.76	June 1-15 2026 Pay Period
4158	06/22/2026	Payroll	1	EFT		2,021.18	June 1-15 2026 Pay Period
4159	06/22/2026	Payroll	1	EFT		2,704.83	June 1-15 2026 Pay Period
4160	06/22/2026	Payroll	1	EFT		3,305.22	June 1-15 2026 Pay Period
4161	06/22/2026	Payroll	1	EFT		2,802.33	June 1-15 2026 Pay Period
4162	06/22/2026	Payroll	1	EFT		1,879.64	June 1-15 2026 Pay Period
4163	06/22/2026	Payroll	1	EFT		2,656.65	June 1-15 2026 Pay Period
4164	06/22/2026	Payroll	1	EFT		2,564.57	June 1-15 2026 Pay Period
4165	06/22/2026	Payroll	1	EFT		3,000.50	June 1-15 2026 Pay Period
4166	06/22/2026	Payroll	1	EFT		2,219.93	June 1-15 2026 Pay Period
4168	06/22/2026	Payroll	1	EFT		803.37	June 1-15 2026 Pay Period
4169	06/22/2026	Payroll	1	EFT		2,768.64	June 1-15 2026 Pay Period
4170	06/22/2026	Payroll	1	EFT		2,268.87	June 1-15 2026 Pay Period
4171	06/22/2026	Payroll	1	EFT		1,384.57	June 1-15 2026 Pay Period
4172	06/22/2026	Payroll	1	EFT		3,104.91	June 1-15 2026 Pay Period
4173	06/22/2026	Payroll	1	EFT		4,004.09	June 1-15 2026 Pay Period
4174	06/22/2026	Payroll	1	EFT		2,313.96	June 1-15 2026 Pay Period
4175	06/22/2026	Payroll	1	EFT		3,600.96	June 1-15 2026 Pay Period
4176	06/22/2026	Payroll	1	EFT		2,875.99	June 1-15 2026 Pay Period
4177	06/22/2026	Payroll	1	EFT		2,243.95	June 1-15 2026 Pay Period
4178	06/22/2026	Payroll	1	EFT		2,218.05	June 1-15 2026 Pay Period
4179	06/22/2026	Payroll	1	EFT		1,452.65	June 1-15 2026 Pay Period
4180	06/22/2026	Payroll	1	EFT		72.09	June 1-15 2026 Pay Period
4181	06/22/2026	Payroll	1	EFT		1,768.28	June 1-15 2026 Pay Period
4182	06/22/2026	Payroll	1	EFT		42.09	June 1-15 2026 Pay Period
4183	06/22/2026	Payroll	1	EFT		1,464.21	June 1-15 2026 Pay Period
4184	06/22/2026	Payroll	1	EFT		3,376.37	June 1-15 2026 Pay Period
4185	06/22/2026	Payroll	1	EFT		610.73	June 1-15 2026 Pay Period
4187	06/22/2026	Payroll	1	EFT		2,927.00	June 1-15 2026 Pay Period
4188	06/22/2026	Payroll	1	EFT		3,286.09	June 1-15 2026 Pay Period
4191	06/22/2026	Payroll	1	EFT	EFTPS	69,440.24	941 Deposit for Pay Cycle(s) 06/22/2026 - 06/22/2026
4192	06/22/2026	Payroll	1	EFT	Washington State Support Registry	823.00	Pay Cycle(s) 09/01/2026 To 09/30/2026 - WA STATE SUPPORT
4256	06/22/2026	Payroll	1	EFT	Dept of Retirement - Def Comp	5,053.26	Pay Cycle(s) 06/22/2026 To 06/22/2026 - Deferred Comp; Pay Cycle(s) 06/22/2026 To 06/22/2026 - Deferred Comp - Roth

CHECK REGISTER

City Of Selah

Time: 13:48:17 Date: 06/25/2026

06/22/2026 To: 06/22/2026

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
4257	06/22/2026	Payroll	1	EFT	Dept of Retirement Systems	33,402.56	Pay Cycle(s) 06/09/2026 To 06/09/2026 - LEOFF2; Pay Cycle(s) 06/22/2026 To 06/22/2026 - PERS2; Pay Cycle(s) 06/22/2026 To 06/22/2026 - LEOFF2; Pay Cycle(s) 06/22/2026 To 06/22/2026 - PERS3
4258	06/22/2026	Payroll	1	EFT	HRA VEBA Trust - PD & PW YA063	3,648.54	Pay Cycle(s) 06/22/2026 To 06/22/2026 - HRA VEBA
4259	06/22/2026	Payroll	1	EFT	Washington State Support Registry	823.00	Pay Cycle(s) 06/22/2026 To 06/22/2026 - WA STATE SUPPORT
4062	06/22/2026	Payroll	1	87246		73.11	May 1-31 2026 Pay Period
4063	06/22/2026	Payroll	1	87247		605.05	May 1-31 2026 Pay Period
4064	06/22/2026	Payroll	1	87248		505.31	May 1-31 2026 Pay Period
4068	06/22/2026	Payroll	1	87249		290.14	May 1-31 2026 Pay Period
4069	06/22/2026	Payroll	1	87250		1,217.33	May 1-31 2026 Pay Period
4070	06/22/2026	Payroll	1	87251		735.27	May 1-31 2026 Pay Period
4072	06/22/2026	Payroll	1	87252		773.89	May 1-31 2026 Pay Period
4073	06/22/2026	Payroll	1	87253		241.20	May 1-31 2026 Pay Period
4076	06/22/2026	Payroll	1	87254		570.88	May 1-31 2026 Pay Period
4079	06/22/2026	Payroll	1	87255		385.25	May 1-31 2026 Pay Period
4080	06/22/2026	Payroll	1	87256		582.89	May 1-31 2026 Pay Period
4081	06/22/2026	Payroll	1	87257		111.91	May 1-31 2026 Pay Period
4082	06/22/2026	Payroll	1	87258		648.45	May 1-31 2026 Pay Period
4086	06/22/2026	Payroll	1	87259		739.44	May 1-31 2026 Pay Period
4089	06/22/2026	Payroll	1	87260		603.20	May 1-31 2026 Pay Period
4090	06/22/2026	Payroll	1	87261		188.55	May 1-31 2026 Pay Period
4100	06/22/2026	Payroll	1	87262		27.70	May 1-31 2026 Pay Period
4103	06/22/2026	Payroll	1	87263		598.58	May 1-31 2026 Pay Period
4105	06/22/2026	Payroll	1	87264		346.47	May 1-31 2026 Pay Period
4127	06/22/2026	Payroll	1	87265		145.82	June 1-15 2026 Pay Period
4167	06/22/2026	Payroll	1	87266		15.35	June 1-15 2026 Pay Period
4186	06/22/2026	Payroll	1	87267		3,038.30	June 1-15 2026 Pay Period
4189	06/22/2026	Payroll	1	87268		15.35	June 1-15 2026 Pay Period
4061	06/22/2026	Payroll	1	87269		96.20	May 1-31 2026 Pay Period
4260	06/22/2026	Payroll	1	87270	Mike I Todd	750.00	Pay Cycle(s) 06/22/2026 To 06/22/2026 - MISC GARNISHMENT - 4
4261	06/22/2026	Payroll	1	87271	Selah Firefighter's Assoc FS #21	600.00	Pay Cycle(s) 06/22/2026 To 06/22/2026 - FF STA 21 DUES
4262	06/22/2026	Payroll	1	87272	Selah Firefighters Local 5547	337.50	Pay Cycle(s) 06/22/2026 To 06/22/2026 - FF Local Dues
4263	06/22/2026	Payroll	1	87273	Selah Police Association Employee Fund	272.50	Pay Cycle(s) 06/22/2026 To 06/22/2026 - PD EMP FUND
4264	06/22/2026	Payroll	1	87274	Teamsters Local #760 - PD Dues	1,935.00	Pay Cycle(s) 06/22/2026 To 06/22/2026 - TEAMSTERS PD DUES
4265	06/22/2026	Payroll	1	87275	WA State Council Police Officer Dues	200.00	Pay Cycle(s) 06/22/2026 To 06/22/2026 - PD COUNCIL DUES
4266	06/22/2026	Payroll	1	87276	Western Conf of Teamsters Pension Tr-PD		It should have been in two checks not one.
4269	06/22/2026	Payroll	1	87277	Western Conf of Teamsters Pension Tr-PD	3,172.82	Pay Cycle(s) 06/22/2026 To 06/22/2026 - PENSION PD TMS

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City Of Selah

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
4270	06/22/2026	Payroll	1	87278	Western Conf of Teamsters Pension Tr-PD	1,996.90	Pay Cycle(s) 06/22/2026 To 06/22/2026 - PENSION PW TMS
						149,075.07	001 General Fund
						92,109.15	103 Fire Control
						10,535.09	110 City Street
						1,270.96	119 Transit
						28,835.92	411 Water
						49,009.70	415 Sewer
						2,075.18	420 Solid Waste
						332,911.07	Payroll:
							332,911.07

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 PAID

City Of Selah

Time: 13:51:33 Date: 06/25/2026

06/22/2026 To: 06/25/2026

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Accts Pay #	Paid On	Year	Trans	Vendor ID	Vendor	Amount	Memo
8409	06/24/2026	2026	4357	1601	AMB Tools & Equipment	1,219.00	Inv#Y345257 Cust#1025
8401	06/24/2026	2026	4358	1606	Abadan	801.73	Inv# AR359549 Acct# 5096987326
8400	06/24/2026	2026	4358	1606	Abadan	200.20	Inv# AR 367405 Account #5096987326
8402	06/24/2026	2026	4359	1633	Anatek Labs	39.00	Inv #2614655 - Work# YGF0126
8403	06/24/2026	2026	4359	1633	Anatek Labs	39.00	Inv #2614895 - Work# YGF0145
8406	06/24/2026	2026	4359	1633	Anatek Labs	78.00	Inv #2614163 - Work# YGF0059
8404	06/24/2026	2026	4359	1633	Anatek Labs	39.00	Inv #2614969 - Work# YGF0165
8405	06/24/2026	2026	4359	1633	Anatek Labs	39.00	Inv #2613833 - Work# YGF0041
8347	06/24/2026	2026	4360	3659	Autospa of Central WA	368.97	Invoice 327276
8424	06/24/2026	2026	4361	1700	CDW Government, Inc.	775.45	Order# 1CKJXON
8356	06/24/2026	2026	4362	1706	Card Service Center	516.28	Card Services ending in 3343
8410	06/24/2026	2026	4362	1706	Card Service Center	64.55	6738
8413	06/24/2026	2026	4363	1710	Cascade Natural Gas Corp	2,983.21	130 812 0000 1 - WWTP Utility
8412	06/24/2026	2026	4363	1710	Cascade Natural Gas Corp	30.95	561 222 0000 1 - City Hall Utility
8414	06/24/2026	2026	4363	1710	Cascade Natural Gas Corp	30.95	600 812 0000 2 - Water Utility
8411	06/24/2026	2026	4363	1710	Cascade Natural Gas Corp	162.55	144 776 0307 1 - Civic Center Utility
8425	06/24/2026	2026	4363	1710	Cascade Natural Gas Corp	43.97	221 957 6433 1 PW Utility
8423	06/24/2026	2026	4364	1738	Cintas	76.47	Inv#4271656280 Payor#16264994
8349	06/24/2026	2026	4365	1743	City of Sunnyside	153.18	Invoice 17359
8416	06/24/2026	2026	4366	3063	City of Yakima	4,673.87	Inv#2370603 Acct#762959 Resale AV Equip Work Order
8350	06/24/2026	2026	4367	1750	Commercial Tire	781.91	Invoice 34-234427
8415	06/24/2026	2026	4368	1753	Consolidated Electrical Distributors	46.32	9477-1127796 Acct#GY-76290
8417	06/24/2026	2026	4369	1754	Copiers Northwest, Inc.	315.56	Inv#31772095 Acct#331159
8418	06/24/2026	2026	4369	1754	Copiers Northwest, Inc.	315.56	Inv#3172095 Acct#331159 Wide Format Printer
8419	06/24/2026	2026	4370	1763	Culligan Yakima	11.88	Inv# CD3766091 Acct#7304086613
8448	06/24/2026	2026	4371	2715	Department of Licensing	1,995.00	2025 & 2026 Concealed Pistol License
8421	06/24/2026	2026	4372	3325	Eichler, Lisa	506.25	Pro Tem Services - May
8422	06/25/2026	2026	4417	3660	Ervin, William	1,615.28	LEOFF Benefits - Retiree
8355	06/24/2026	2026	4356	1852	First National Bank Omaha	4,246.37	6/9/26 Statments for cards ending in 9950, 0017, 0695, 3974, 4460
8426	06/24/2026	2026	4374	1883	HD Fowler Company	1,184.76	Inv# 17328009, 17328015, 17329690, 17335139
8428	06/24/2026	2026	4375	1886	HLA Engineering & Land Surveying, Inc.	213,906.17	Inv# 26006G-005,25207E-006,26038-003,26006P-005,26039-001,26092-001,2 6102-001,25184E-005,25185E-007,24185C-007,24164E-021,24164C-007, 23166E-032,21221C-034,21128E-009,25163E-006,24193E-018,24185E-01 9
8427	06/24/2026	2026	4376	1895	Helms True Value	1,129.98	
8429	06/24/2026	2026	4377	3687	Instant Press, Inc	72.03	Inv# 92642
8430	06/24/2026	2026	4378	1933	Jerry's Pest Service, LLC	83.55	Inv# 16524 Acct# 16524
8431	06/24/2026	2026	4379	1956	KCDA Purchasing Cooperative	568.65	Inv# 300909567
8420	06/24/2026	2026	4380	1977	LN Curtis & Sons	21,365.82	Inv# 1077781 Sales Order #1076490

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Accts

Pay #	Paid On	Year	Trans	Vendor ID	Vendor	Amount	Memo
8432	06/24/2026	2026	4381	1989	Les Schwab Tires	3,512.14	Inv# 34401459177, 41800694313, 41800695979, 41800695645
8357	06/24/2026	2026	4382	2639	Lightcurve	272.35	Invoice 6/16/26
8433	06/24/2026	2026	4382	2639	Lightcurve	1,311.25	Acct# 100237837, 100237845, 100237841, 100237842, 100237843, 100237852, 100237839, 100237840
8434	06/24/2026	2026	4383	2001	MES Service Company LLC	312.96	Inv# 2508176
8438	06/24/2026	2026	4384	2017	Medstar Cabulance, Inc.	13,067.80	Inv# ST 01-15 JUN 2026
8435	06/24/2026	2026	4385	2036	Morton's Supply, Inc.	1,480.80	Inv# 0893614, 0895160
8436	06/24/2026	2026	4386	2138	Northcott, Robert	300.00	Inv# 6826
8354	06/24/2026	2026	4387	2075	Pacific Power	562.00	Invoice due 7/2/26
8437	06/24/2026	2026	4387	2075	Pacific Power	59,475.36	Acct# 49954801-001,21009236-001, 48687101-029, 49799191-007,49799191-001, 48687101-016, 48687101-045, 48687101-051, 48687101-002, 48687101-026, 48687101-010, 48687101-021, 48687101-058, 49799191-004
8439	06/24/2026	2026	4388	2080	Pape Machinery	1,199.44	Inv# 16938805, 16909168, 16599962, 16907447, 16599962
8454	06/25/2026	2026	4418	2125	Regence Blue Shield	214.00	Group# 26500004 Member# 150092464
8452	06/24/2026	2026	4389	3688	Rice, Greg	675.77	Water Softener replacement due to high water pressure in basement
8440	06/24/2026	2026	4390	3444	Rwc	2,527.63	Service Inv# RA1040093226:2
8398	06/24/2026	2026	4391	630811	Salamone, Michael Anthony	154.33	6308.1 - 925 ICELANDER CIR
8351	06/24/2026	2026	4392	3024	Secure Court Solutions, LLC	1,399.65	Invoice P-100826
8441	06/24/2026	2026	4393	3601	Snure Law Office, PSC	432.00	Inv# 10010
8442	06/24/2026	2026	4394	3454	Specialized Pavement Marking	1,862.65	HLA Project No 25006 - Project Acceptance Citywide Crack Sealing
8443	06/24/2026	2026	4395	2227	Taylor Ditch Company	1,934.96	2026 Annual Assessment
8444	06/24/2026	2026	4396	2235	Thomson Reuters - West	269.69	Inv# 853690661
8445	06/24/2026	2026	4397	2268	Valley Septic Services LLC	445.00	Inv# 270888
8348	06/24/2026	2026	4398	2269	Valvoline Instant Oil Change	93.81	Invoice 55285, 55664
8352	06/24/2026	2026	4399	2271	Verizon Wireless	1,783.94	Invoice #'s 6145413671, 6145410690
8446	06/24/2026	2026	4399	2271	Verizon Wireless	2,149.20	Acct# 542041368-00001, 542041368-00003, 672457953-00001, 542041368-00004, 542041368-00005
8447	06/24/2026	2026	4400	2310	Washington State Patrol	11.00	I2605046 March 2026 Background Checks
8451	06/24/2026	2026	4401	2345	Yakima Co EMS	217.54	Inv# S2026-057 Supplies
8449	06/24/2026	2026	4402	2339	Yakima Cooperative Association	11,679.05	Customer# 157630 & 157825 Fuel
8353	06/24/2026	2026	4403	2344	Yakima County Department Of Correctic	4,736.35	Invoice 6/5/26
8450	06/24/2026	2026	4404	2353	Yakima County GIS	200.00	Stormwater Mapping System & City of Selah Mapping System
Total:						372,761.09	

City Of Selah

06/22/2026 To: 06/25/2026

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Voucher/check number _____ through _____ Total \$ _____

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City Of Selah

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
4471	07/07/2026	Payroll	1	EFT		909.52	June 1-30 2026 Pay Period
4472	07/07/2026	Payroll	1	EFT		295.52	June 1-30 2026 Pay Period
4474	07/07/2026	Payroll	1	EFT		295.52	June 1-30 2026 Pay Period
4475	07/07/2026	Payroll	1	EFT		295.52	June 1-30 2026 Pay Period
4476	07/07/2026	Payroll	1	EFT		295.52	June 1-30 2026 Pay Period
4477	07/07/2026	Payroll	1	EFT		295.52	June 1-30 2026 Pay Period
4478	07/07/2026	Payroll	1	EFT		295.52	June 1-30 2026 Pay Period
4479	07/07/2026	Payroll	1	EFT		2,209.40	June 16-30 2026 Pay Period
4480	07/07/2026	Payroll	1	EFT		2,202.09	June 16-30 2026 Pay Period
4481	07/07/2026	Payroll	1	EFT		2,365.52	June 16-30 2026 Pay Period
4482	07/07/2026	Payroll	1	EFT		2,267.28	June 16-30 2026 Pay Period
4483	07/07/2026	Payroll	1	EFT		3,401.09	June 16-30 2026 Pay Period
4484	07/07/2026	Payroll	1	EFT		2,110.84	June 16-30 2026 Pay Period
4485	07/07/2026	Payroll	1	EFT		1,973.95	June 16-30 2026 Pay Period
4486	07/07/2026	Payroll	1	EFT		1,963.80	June 16-30 2026 Pay Period
4487	07/07/2026	Payroll	1	EFT		2,445.98	June 16-30 2026 Pay Period
4488	07/07/2026	Payroll	1	EFT		2,037.62	June 16-30 2026 Pay Period
4490	07/07/2026	Payroll	1	EFT		2,204.41	June 16-30 2026 Pay Period
4491	07/07/2026	Payroll	1	EFT		4,779.60	June 16-30 2026 Pay Period
4492	07/07/2026	Payroll	1	EFT		2,046.83	June 16-30 2026 Pay Period
4493	07/07/2026	Payroll	1	EFT		2,691.40	June 16-30 2026 Pay Period
4494	07/07/2026	Payroll	1	EFT		2,213.40	June 16-30 2026 Pay Period
4495	07/07/2026	Payroll	1	EFT		4,248.96	June 16-30 2026 Pay Period
4496	07/07/2026	Payroll	1	EFT		2,856.46	June 16-30 2026 Pay Period
4497	07/07/2026	Payroll	1	EFT		1,862.94	June 16-30 2026 Pay Period
4498	07/07/2026	Payroll	1	EFT		95.93	June 16-30 2026 Pay Period
4500	07/07/2026	Payroll	1	EFT		95.93	June 16-30 2026 Pay Period
4501	07/07/2026	Payroll	1	EFT		1,409.35	June 16-30 2026 Pay Period
4502	07/07/2026	Payroll	1	EFT		2,580.06	June 16-30 2026 Pay Period
4503	07/07/2026	Payroll	1	EFT		2,358.55	June 16-30 2026 Pay Period
4504	07/07/2026	Payroll	1	EFT		2,194.22	June 16-30 2026 Pay Period
4505	07/07/2026	Payroll	1	EFT		1,554.55	June 16-30 2026 Pay Period
4506	07/07/2026	Payroll	1	EFT		1,366.97	June 16-30 2026 Pay Period
4507	07/07/2026	Payroll	1	EFT		4,025.85	June 16-30 2026 Pay Period
4508	07/07/2026	Payroll	1	EFT		2,020.37	June 16-30 2026 Pay Period
4510	07/07/2026	Payroll	1	EFT		2,438.95	June 16-30 2026 Pay Period
4511	07/07/2026	Payroll	1	EFT		3,995.71	June 16-30 2026 Pay Period
4512	07/07/2026	Payroll	1	EFT		2,062.77	June 16-30 2026 Pay Period
4513	07/07/2026	Payroll	1	EFT		104.06	June 16-30 2026 Pay Period
4514	07/07/2026	Payroll	1	EFT		81.32	June 16-30 2026 Pay Period
4515	07/07/2026	Payroll	1	EFT		2,080.63	June 16-30 2026 Pay Period
4516	07/07/2026	Payroll	1	EFT		2,370.78	June 16-30 2026 Pay Period
4517	07/07/2026	Payroll	1	EFT		2,631.56	June 16-30 2026 Pay Period
4518	07/07/2026	Payroll	1	EFT		2,176.33	June 16-30 2026 Pay Period
4519	07/07/2026	Payroll	1	EFT		1,773.85	June 16-30 2026 Pay Period
4520	07/07/2026	Payroll	1	EFT		711.02	June 16-30 2026 Pay Period
4521	07/07/2026	Payroll	1	EFT		2,019.76	June 16-30 2026 Pay Period
4522	07/07/2026	Payroll	1	EFT		2,144.56	June 16-30 2026 Pay Period
4523	07/07/2026	Payroll	1	EFT		2,281.08	June 16-30 2026 Pay Period
4524	07/07/2026	Payroll	1	EFT		4,017.16	June 16-30 2026 Pay Period
4525	07/07/2026	Payroll	1	EFT		2,483.35	June 16-30 2026 Pay Period
4526	07/07/2026	Payroll	1	EFT		2,259.08	June 16-30 2026 Pay Period
4527	07/07/2026	Payroll	1	EFT		3,887.12	June 16-30 2026 Pay Period
4528	07/07/2026	Payroll	1	EFT		3,282.62	June 16-30 2026 Pay Period
4529	07/07/2026	Payroll	1	EFT		2,121.16	June 16-30 2026 Pay Period
4530	07/07/2026	Payroll	1	EFT		2,159.82	June 16-30 2026 Pay Period
4531	07/07/2026	Payroll	1	EFT		3,130.88	June 16-30 2026 Pay Period

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
4532	07/07/2026	Payroll	1	EFT		2,977.95	June 16-30 2026 Pay Period
4533	07/07/2026	Payroll	1	EFT		2,929.93	June 16-30 2026 Pay Period
4534	07/07/2026	Payroll	1	EFT		2,168.76	June 16-30 2026 Pay Period
4535	07/07/2026	Payroll	1	EFT		1,940.63	June 16-30 2026 Pay Period
4536	07/07/2026	Payroll	1	EFT		3,127.78	June 16-30 2026 Pay Period
4537	07/07/2026	Payroll	1	EFT		3,307.10	June 16-30 2026 Pay Period
4538	07/07/2026	Payroll	1	EFT		95.93	June 16-30 2026 Pay Period
4539	07/07/2026	Payroll	1	EFT		2,713.26	June 16-30 2026 Pay Period
4540	07/07/2026	Payroll	1	EFT		1,987.14	June 16-30 2026 Pay Period
4541	07/07/2026	Payroll	1	EFT		2,136.25	June 16-30 2026 Pay Period
4542	07/07/2026	Payroll	1	EFT		2,679.27	June 16-30 2026 Pay Period
4543	07/07/2026	Payroll	1	EFT		2,666.44	June 16-30 2026 Pay Period
4544	07/07/2026	Payroll	1	EFT		2,223.67	June 16-30 2026 Pay Period
4546	07/07/2026	Payroll	1	EFT		368.35	June 16-30 2026 Pay Period
4547	07/07/2026	Payroll	1	EFT		2,766.77	June 16-30 2026 Pay Period
4548	07/07/2026	Payroll	1	EFT		2,102.29	June 16-30 2026 Pay Period
4549	07/07/2026	Payroll	1	EFT		1,409.10	June 16-30 2026 Pay Period
4550	07/07/2026	Payroll	1	EFT		2,860.62	June 16-30 2026 Pay Period
4552	07/07/2026	Payroll	1	EFT		553.15	June 16-30 2026 Pay Period
4553	07/07/2026	Payroll	1	EFT		2,603.25	June 16-30 2026 Pay Period
4555	07/07/2026	Payroll	1	EFT		2,234.58	June 16-30 2026 Pay Period
4556	07/07/2026	Payroll	1	EFT		3,589.98	June 16-30 2026 Pay Period
4557	07/07/2026	Payroll	1	EFT		2,875.99	June 16-30 2026 Pay Period
4558	07/07/2026	Payroll	1	EFT		2,160.59	June 16-30 2026 Pay Period
4559	07/07/2026	Payroll	1	EFT		2,221.80	June 16-30 2026 Pay Period
4560	07/07/2026	Payroll	1	EFT		1,396.77	June 16-30 2026 Pay Period
4561	07/07/2026	Payroll	1	EFT		41.39	June 16-30 2026 Pay Period
4562	07/07/2026	Payroll	1	EFT		1,593.40	June 16-30 2026 Pay Period
4563	07/07/2026	Payroll	1	EFT		1,493.47	June 16-30 2026 Pay Period
4564	07/07/2026	Payroll	1	EFT		3,379.78	June 16-30 2026 Pay Period
4565	07/07/2026	Payroll	1	EFT		712.44	June 16-30 2026 Pay Period
4567	07/07/2026	Payroll	1	EFT		2,812.50	June 16-30 2026 Pay Period
4568	07/07/2026	Payroll	1	EFT		3,404.80	June 16-30 2026 Pay Period
4569	07/07/2026	Payroll	1	EFT	Teamsters Local #760 - PW Dues	1,089.00	Pay Cycle(s) 07/07/2026 To 07/07/2026 - TEAMSTERS PW DUES
4597	07/07/2026	Payroll	1	EFT	AFLAC Remittance Processing	156.49	Pay Cycle(s) 07/07/2026 To 07/07/2026 - AFLAC 125
4598	07/07/2026	Payroll	1	EFT	Dept of Retirement - Def Comp	4,582.00	Pay Cycle(s) 07/07/2026 To 07/07/2026 - Deferred Comp; Pay Cycle(s) 07/07/2026 To 07/07/2026 - Deferred Comp - Roth
4599	07/07/2026	Payroll	1	EFT	Dept of Retirement Systems	32,750.41	Pay Cycle(s) 07/07/2026 To 07/07/2026 - PERS2; Pay Cycle(s) 07/07/2026 To 07/07/2026 - LEOFF2; Pay Cycle(s) 07/07/2026 To 07/07/2026 - PERS3
4600	07/07/2026	Payroll	1	EFT	EFTPS	65,113.48	941 Deposit for Pay Cycle(s) 07/07/2026 - 07/07/2026
4601	07/07/2026	Payroll	1	EFT	HRA VEBA Trust - PD & PW YA063	3,617.97	Pay Cycle(s) 07/07/2026 To 07/07/2026 - HRA VEBA
4602	07/07/2026	Payroll	1	EFT	Principal Life Ins Company	780.00	Pay Cycle(s) 07/07/2026 To 07/07/2026 - Principal Life Insurance
4603	07/07/2026	Payroll	1	EFT	Trusted Service Plan	780.00	Pay Cycle(s) 07/07/2026 To 07/07/2026 - Disability
4604	07/07/2026	Payroll	1	EFT	Vision Services Plan	120.06	Pay Cycle(s) 07/07/2026 To 07/07/2026 - COUNCIL VISION

City Of Selah

Time: 14:16:39 Date: 07/09/2026

07/07/2026 To: 07/07/2026

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<u>Trans</u>	<u>Date</u>	Type	Acct #	Chk #	Claimant	Amount	Memo
4605	07/07/2026	Payroll	1	EFT	Washington State Support Registry	823.00	Pay Cycle(s) 07/07/2026 To 07/07/2026 - WA STATE SUPPORT
4606	07/07/2026	Payroll	1	EFT	Washington Teamsters Welfare Tr-Medical	115,610.80	Pay Cycle(s) 07/07/2026 To 07/07/2026 - MEDICAL; Pay Cycle(s) 07/07/2026 To 07/07/2026 - RETIREE WELFARE TRUST
4607	07/07/2026	Payroll	1	EFT	Washington Teamsters Welfare Trust	10,182.40	Pay Cycle(s) 07/07/2026 To 07/07/2026 - Dental + Vision
4608	07/07/2026	Payroll	1	EFT	Washington Teamsters Welfare Trust	34.71	Pay Cycle(s) 07/07/2026 To 07/07/2026 - Life Insurance Benefit PD
4609	07/07/2026	Payroll	1	EFT	Western Conf of Teamsters Pension Tr-PD	5,209.67	Pay Cycle(s) 07/07/2026 To 07/07/2026 - PENSION PD TMS; Pay Cycle(s) 07/07/2026 To 07/07/2026 - PENSION PW TMS
4489	07/07/2026	Payroll	1	87280		268.58	June 16-30 2026 Pay Period
4499	07/07/2026	Payroll	1	87281		230.22	June 16-30 2026 Pay Period
4509	07/07/2026	Payroll	1	87282		95.93	June 16-30 2026 Pay Period
4545	07/07/2026	Payroll	1	87283		95.93	June 16-30 2026 Pay Period
4551	07/07/2026	Payroll	1	87284		104.06	June 16-30 2026 Pay Period
4554	07/07/2026	Payroll	1	87285		268.58	June 16-30 2026 Pay Period
4473	07/07/2026	Payroll	1	87286		295.52	June 1-30 2026 Pay Period
4566	07/07/2026	Payroll	1	87287		3,294.43	June 16-30 2026 Pay Period
4610	07/07/2026	Payroll	1	87288	Mike I Todd	750.00	Pay Cycle(s) 07/07/2026 To 07/07/2026 - MISC GARNISHMENT - 4
4611	07/07/2026	Payroll	1	87289	Selah Firefighters Local 5547	375.00	Pay Cycle(s) 07/07/2026 To 07/07/2026 - FF Local Dues
4612	07/07/2026	Payroll	1	87290	Selah Police Association Employee Fund	280.00	Pay Cycle(s) 07/07/2026 To 07/07/2026 - PD EMP FUND
						210,259.27	
001 General Fund						87,980.92	
103 Fire Control						15,063.00	
110 City Street						1,819.19	
119 Transit						43,719.46	
411 Water						72,572.97	
415 Sewer						3,508.12	
420 Solid Waste							
						434,922.93	Payroll:
							434,922.93

CHECK REGISTER

City Of Selah

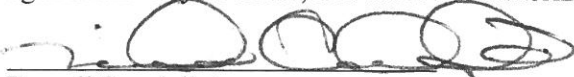
Time: 14:16:39 Date: 07/09/2026

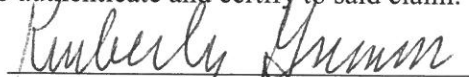
07/07/2026 To: 07/07/2026

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


Payroll Specialist


Finance Director

Subscribed this 9 day of July, 2026

The following voucher/checks are approved for payment:

Voucher/check number _____ through _____ Total \$ _____

CHECK REGISTER

City Of Selah

Time: 16:14:53 Date: 07/14/2026

07/14/2026 To: 07/14/2026

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
4641	07/14/2026	Claims	1	EFT	Card Service Center	6,015.17	Conference, Online Chapter Review, Certification Renewal, Business Cards, Amazon, Job Postings
4642	07/14/2026	Claims	1	185414	AMB Tools & Equipment	15.09	Sneaky Pete
4643	07/14/2026	Claims	1	185415	Abadan	499.39	AR361333, AR368178; Copier
4644	07/14/2026	Claims	1	185416	Amazon Capital Services	256.87	Mini Fridge; Packing Extractor; Converter
4645	07/14/2026	Claims	1	185417	Anatek Labs	328.00	DRINKING WATER TESTING
4646	07/14/2026	Claims	1	185418	Autozone	31.05	Invoice 03720596794
4647	07/14/2026	Claims	1	185419	Bear Event Services	547.93	HRFS Tent
4648	07/14/2026	Claims	1	185420	Roger L Bell	524.58	AWC Conference, Postage, Employee BBQ Supplies
4649	07/14/2026	Claims	1	185421	CDW Government, Inc.	2,971.41	Panasonic Computer
4650	07/14/2026	Claims	1	185422	Cascade Natural Gas Corp	266.28	Bill date 6/12/26; Selah Fire; Civic Center
4651	07/14/2026	Claims	1	185423	Centerpoint Language Services	1,950.00	Interpreting Services
4652	07/14/2026	Claims	1	185424	Central Pre-Mix Concrete CO	963.58	5/8 Top Course
4653	07/14/2026	Claims	1	185425	Centurylink	180.51	Fire Department
4654	07/14/2026	Claims	1	185426	Charter Communications	127.98	Invoice# 176781801062126; TV Cable
4655	07/14/2026	Claims	1	185427	Cimco-GC Systems	2,278.50	Service Call - Troubleshoot repair
4656	07/14/2026	Claims	1	185428	Cintas	76.47	Mat Service & Air Fresheners
4657	07/14/2026	Claims	1	185429	City of Selah Pub Works	605.00	Critical Areas Review & SEPA Environmental Review
4658	07/14/2026	Claims	1	185430	Utilities City of Selah	28,054.27	Utilities - WSG
4659	07/14/2026	Claims	1	185431	Culligan Yakima	98.85	Water Cooler Rental
4660	07/14/2026	Claims	1	185432	Databar	651.86	Postage, Late Notices, Statement
4661	07/14/2026	Claims	1	185433	Design 47	2,853.55	HRFS Shirts
4662	07/14/2026	Claims	1	185434	Eadon Prairie Construction, LLC	804,978.43	Hillcrest Water Main Replacement
4663	07/14/2026	Claims	1	185435	Lisa Eichler	75.00	Pro Term Hearing 07/09/26
4664	07/14/2026	Claims	1	185436	Electronic Mobile Solutions LLC	101.04	Invoice no.. 3
4665	07/14/2026	Claims	1	185437	Elite Towing & Recovery, LLC	322.24	Invoice 236610
4666	07/14/2026	Claims	1	185438	William Ervin	1,616.95	LEOFF 1 Benefits - Retiree
4667	07/14/2026	Claims	1	185439	GS Long Co Inc	1,424.66	Supplies
4668	07/14/2026	Claims	1	185440	Gardner, Billy	757.40	Invoice 652186
4669	07/14/2026	Claims	1	185441	Granite Construction Company	693.02	2597 Class B WA
4670	07/14/2026	Claims	1	185442	HF Hauff Company Inc	68.33	SS Lid Seal & Gaskets
4671	07/14/2026	Claims	1	185443	Helliesen Lumber & Supply	803.99	Tennis Court, Picnic Table, & Carlon Park Supplies
4672	07/14/2026	Claims	1	185444	Helms True Value	2,248.61	Supplies
4673	07/14/2026	Claims	1	185445	Independent Water Service Inc	88.97	Container Rental
4674	07/14/2026	Claims	1	185446	Interstate Batteries of Columbia Valley	133.08	Parts
4675	07/14/2026	Claims	1	185447	J & B Medical Supply Inc	408.92	Medical Supplies
4676	07/14/2026	Claims	1	185448	Jerry's Pest Service, LLC	348.29	Pest Services
4677	07/14/2026	Claims	1	185449	KCDA Purchasing Cooperative	1,124.70	Can Liners
4678	07/14/2026	Claims	1	185450	Kelley's Tele-Communications	457.10	Monthly Answering Service
4679	07/14/2026	Claims	1	185451	Kittitas County Sheriff's Office	2,820.80	Invoice# AR26-52
4680	07/14/2026	Claims	1	185452	Les Schwab Tires	1,457.51	Tires and Repairs
4681	07/14/2026	Claims	1	185453	Medstar Cabulance, Inc.	24,126.43	Transit Fixed Route & Dial a Ride
4682	07/14/2026	Claims	1	185454	Miracle Cleaners	63.22	Dry Cleaning
4683	07/14/2026	Claims	1	185455	Morton's Supply, Inc.	262.53	Supplies
4684	07/14/2026	Claims	1	185456	O'Reilly Automotive Inc	385.44	Heater Hose, Battaries, Misc Supplies

CHECK REGISTER

City Of Selah

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
4685	07/14/2026	Claims	1	185457	ODP Business Solutions, LLC	623.59	Invoice # 473598079001; Cleaning Supplies
4686	07/14/2026	Claims	1	185458	One Call Concepts	90.35	Excavation Notifications - 65
4687	07/14/2026	Claims	1	185459	Operation Omni Janitorial Service	5,943.53	June 2026 Janitorial Service
4688	07/14/2026	Claims	1	185460	Oxarc LLC	17,838.55	Vactor Heating & Chlorine
4689	07/14/2026	Claims	1	185461	Pacific Power	938.17	Utilities - Fire
4690	07/14/2026	Claims	1	185462	Ricoh USA Inc	90.24	15099286
4691	07/14/2026	Claims	1	185463	Rwc	1,015.60	Fire Wall Repair
4692	07/14/2026	Claims	1	185464	Department of Ecology Sate of Washington	69.00	2025 Hazardous Waste Generation Fee
4693	07/14/2026	Claims	1	185465	Securitas Technology Corporation	337.35	Invoice # 6500066518
4694	07/14/2026	Claims	1	185466	Selah Chamber Of Commerce	300.00	Membership Dues
4695	07/14/2026	Claims	1	185467	Shepard Plumbing LLC	1,898.75	Pressure Switch
4696	07/14/2026	Claims	1	185468	Sherwin-Williams	452.18	Paint, Frog Tapes; Paint for Park Bathrooms
4697	07/14/2026	Claims	1	185469	Signiacs	271.25	Plasticade Signicade Deluxe A-frame
4698	07/14/2026	Claims	1	185470	Smitty's Outdoor Power Equip Inc	176.50	Throttle Interlock, Carburetor, Ultra Pack Shipping/Handling
4699	07/14/2026	Claims	1	185471	Snure Law Office, PSC	1,728.00	RFA Rep
4700	07/14/2026	Claims	1	185472	Springbrook	1,250.00	Support Plus
4701	07/14/2026	Claims	1	185473	TransUnion Risk & Alternative	108.50	Invoice # 329925-202606-1
4702	07/14/2026	Claims	1	185474	Tri-Valley Construction, Inc.	607.60	Inspection of property 216 S 1st St
4703	07/14/2026	Claims	1	185475	Valley Lock & Key Service LLC	709.55	Keys, Service Call, and Labor
4704	07/14/2026	Claims	1	185476	Valley Septic Services LLC	4,684.90	HRFS Toilets; 0000157630
4705	07/14/2026	Claims	1	185477	Valvoline Instant Oil Change	459.62	Invoice #'s 23948, 24033, 23835, 33679, 55887, 55982
4706	07/14/2026	Claims	1	185478	WA Assoc of Sheriffs & Police Chiefs	872.80	INV033560
4707	07/14/2026	Claims	1	185479	WA State Treasurer	14,057.64	June 2026 State Remit
4708	07/14/2026	Claims	1	185480	Wash Central	295.40	Invoice # 328300
4709	07/14/2026	Claims	1	185481	Washington State Firefighters	50.00	Messer, Robert M - Spouse Orphan Fund
4710	07/14/2026	Claims	1	185482	Washington State Patrol	48.00	Invoice # 12600072
4711	07/14/2026	Claims	1	185483	Yakima Co EMS	140.93	Medical Supplies
4712	07/14/2026	Claims	1	185484	Yakima Cooperative Association	11,054.21	Invoice Due 7/15/26
4713	07/14/2026	Claims	1	185485	Yakima County District Court	3,940.89	3rd Qtr: July, Aug, Sept 2026
4714	07/14/2026	Claims	1	185486	Yakima County Prosecutor's	202.89	June 2026 Remit
4715	07/14/2026	Claims	1	185487	Yakima County Public Services	10,918.17	Labor, Indirect, Inventory Supplies and Equipment
4716	07/14/2026	Claims	1	185488	Yakima County Sheriff's Office	37,191.50	Invoice# 2026-SE-02
4717	07/14/2026	Claims	1	185489	Yakima Herald Republic	304.60	Job Posting - Finance Director
4718	07/14/2026	Claims	1	185490	Yakima Printing Company, LLC	389.52	Envelopes

001 General Fund
103 Fire Control
110 City Street
119 Transit
411 Water
415 Sewer
420 Solid Waste
633 Custodial

90,958.09
20,598.28
12,844.94
24,126.43
834,474.45
15,336.58
475.48
14,308.53

Claims: 1,013,122.78
1,013,122.78

CHECK REGISTER

City Of Selah

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

Payroll Specialist

Finance Director

Subscribed this _____ day of _____, _____

The following voucher/checks are approved for payment:

Voucher/check number _____ through _____ Total \$ _____



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 7/14/2026

Agenda Number: 10C

Informational Item

Title: Minutes from May 05, 2026 Planning Commission Meeting

From: Jennifer Leslie, Community Development Specialist

Action Requested: Informational - No Action Needed

Staff Recommendation: N/A

Board/Commission Recommendation: N/A

Fiscal Impact: N/A

Funding Source: N/A

Background/Findings/Facts: N/A

Recommended Motion: N/A

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

Action Taken: None

City of Selah
Planning Commission Minutes
May 05, 2026

A. Call to Order

Chairman Smith calls the meeting to order at 5:56pm.

B. Roll Call

Members Present: Chairman Smith, Commissioner: Graf & Nottingham.
Members Absent: Vice Chair Apodaca and Open Position.
Staff Present: Jennifer Leslie, Community Development Specialist.
Guest: Joseph Calhoun, HLA.

C. Agenda Changes

D. Communications

1. Oral - None
2. Written - None

E. Approval of Minutes

1. Approval of minutes from April 21, 2026.

Chairman Smith motions to approve the minutes from the April 21, 2026 meeting.

Commissioner Graf seconds.

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

F. Public Hearings

G. General Business

1. Old Business - None
2. New Business -
 - City of Selah Periodic Update Review - Draft Parks and Rec Element, Draft Economic Development Element, and Periodic Update Checklist with Joseph Calhoun, HLA.

Mr. Calhoun presented a review to the City of Selah Periodic Update - Draft Parks and Rec Element, Draft Economic Development Element, and Periodic Update Checklist.

H. Reports/Announcements

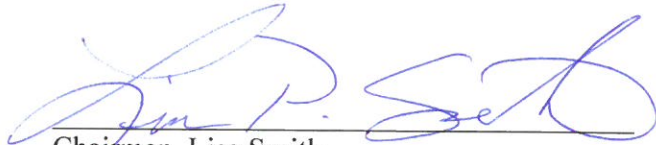
1. Chairman - None
2. Commissioners - None
3. Staff - None

I. Adjournment

Chairman Smith motions to adjourn.

Commissioner Nottingham seconds.

Chairman Smith adjourns the meeting at 6:35pm with a voice vote of 3-0.



Chairman, Lisa Smith



Selah City Council

Regular Meeting

AGENDA ITEM SUMMARY

Meeting Date: 7/14/2026

Agenda Number: 10D

Action Item

Title: Resolution Authorizing the Mayor to Sign “Change Order No. 1” with Empire-EWP, LLC, Pertaining to the City’s Well No. 9 Drilling (Re-Bid) Project

From: Ty Jones, Public Works Director

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: \$57,206.63 (including sales tax)

Funding Source: 411 Water Fund

Background/Findings/Facts: This pertains to the City’s ongoing Well No. 9 Drilling (Re-Bid) Project (“Project”). A now-proposed Change Order No. 1 will, if approved, compensate the contractor for installing additional temporary casing that has proved to be necessary to successfully complete the construction of the new well.

Site monitoring of the borehole during the drilling of Well No. 9 identified that the existing soils are not adequately supporting the borehole. To prevent the sloughing and collapsing of soils into the borehole, the contractor will change its drilling method from reverse circulation to instead utilize temporary steel casing to continue work on Well No. 9 while maintaining the borehole.

This Change Order No. 1 will increase the current total contract price by an additional \$57,206.63, for a new total contract price of \$867,236.47 (inclusive of sales tax). The City’s adopted 2026 budget – via Ordinance No. 2261 – includes sufficient project funding to cover this increase to the total Project cost.

The Public Works Department requests that the City Council authorize the Mayor – via approval of the attached proposed Resolution – to sign Change Order No. 1.

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:
6/13/2023	Resolution No. 3027; Resolution Declaring That an Emergency Exists Due to Unexpected Failure of a 100-Horsepower Submersible Pump and Soft Start at

	the City's Water Well #5; Waiving All Typically-Applicable Competitive Bidding Requirements; Authorizing the Public Works Director to Sign One or More Contracts to Purchase All Necessary Replacement Equipment and to Obtain All Necessary Planning and/or Installation Services Without Delay to Commence Without Delay or Further Approval; and Providing for Publication of Summary and Financial Estimate
7/11/2023	Resolution No. 3029; Resolution Authorizing Additional Funding for the City's Emergency Water Well #5 Project
8/8/2023	Resolution No. 3037; Resolution Authorizing Additional Funding for the City's Emergency Water Well #5 Project
2/27/2024	Resolution No. 3096; Resolution Authorizing Additional Funding, Once Again, For The City's Emergency Water Well #5 Project
10/8/2024	Resolution No. 3153; Resolution Authorizing the Mayor to Sign "Task Order No. 2024-07" with HLA Engineering and Land Surveying, Inc., for Professional Services Related to the City's Well No. 5 Drilling and Equipping Project
8/26/2025	Resolution No. 3236; Resolution Authorizing the Mayor to Sign a Six-Page Contract with Empire-EWP, LLC, for the City's Well No. 9 Drilling (Re-Bid) Project
10/14/2025	Resolution No. 3247; Resolution Authorizing the Mayor to Sign "Amendment No. 1" to "Task Order No. 2024-07" with HLA Engineering and Land Surveying, Inc., for Additional Professional Services Related to the Well No. 5 Drilling and Equipping Project
1/13/2026	Resolution No. 3288; 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

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE MAYOR TO SIGN “CHANGE ORDER NO.
1” WITH EMPIRE-EWP, LLC, PERTAINING TO THE CITY’S WELL NO.9
DRILLING (RE-BID) PROJECT

WHEREAS, the City previously entered into a construction contract with Empire-EWP, LLC, for construction work pertaining to the City’s Well No.9 Drilling (Re-Bid) Project (“Project”); and

WHEREAS, the City desires to further increase the working days for this Project by an additional twenty-four working days; and

WHEREAS, a written change order – labeled Change Order No. 1 – has been drafted, its terms are acceptable to City staff, and the net effect will be that the previous contract price will be increased by an estimated \$57,206.63 such that the new adjusted contract price thus becomes \$867,236.48 (which is inclusive of sales tax); 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 Change Order No. 1 in the form appended hereto.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 14th day of July, 2026.

ATTEST:

Roger Bell, Mayor

Courtney McGarity, City Clerk

APPROVED AS TO FORM:

Rob Case, City Attorney



CHANGE ORDER NO. 1



DATE: June 9, 2026
PROJECT OWNER: City of Selah
PROJECT NAME: Well No. 9 Drilling (Re-Bid)
HLA PROJECT NO.: 24164A
CONTRACTOR: Empire-EWP LLC

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENT:

Original Contract Price (Including Applicable Sales Tax):	\$ 810,029.85
Current Contract Price Adjusted by Previous Change Order(s) Including Applicable Sales Tax:	\$ 810,029.85
Change in Contract Price Due to this Change Order (Including Applicable Sales Tax):	\$ 57,206.63
Adjusted Contract Price Including this Change Order (Including Applicable Sales Tax):	\$ 867,236.48

Original Contract Working Days:	90
Current Contract Working Days Adjusted by Non-Working Days and/or Previous Change Order(s):	90
Change in Contract Working Days due to this Change Order:	0
Revised Contract Working Days:	90

CONTRACTOR: 

Date: 6/17/26

ENGINEER:   Digitally signed by Robert Scott
Date: 2026.06.18 06:33:27-07'00'

Date: _____

OWNER: _____

Date: _____



CHANGE ORDER NO. 1



DATE: June 9, 2026
PROJECT OWNER: City of Selah
PROJECT NAME: Well No. 9 Drilling (Re-Bid)
HLA PROJECT NO.: 24164A
CONTRACTOR: Empire-EWP LLC

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	CHANGE AMOUNT
CHANGE ORDER NO. 1					
25	CO1 - Additional 14-Inch Temporary Steel Casing	LF	555	\$ 95.00	\$ 52,725.00
CHANGE ORDER NO. 1 SUBTOTAL:					\$ 52,725.00
8.5% SALES TAX:					\$ 4,481.63
CHANGE ORDER NO. 1 TOTAL:					\$ 57,206.63

Change Order No. 1 is being executed to compensate the Contractor for additional temporary casing required to successfully complete the well after drilling to required depth utilizing the reverse circulation drilling method, as allowed by the Contract. It was determined in the field that temporary casing will be necessary to maintain the borehole to avoid sloughing and collapse.

The Change Order became necessary during construction when site monitoring identified that the soils in this location are not supporting the borehole without additional support, and the next steps of installing permanent casing and screens cannot be completed until the borehole is stabilized

The Contractor submitted a cost proposal for the additional Work. The Engineer reviewed the cost proposal and found it to be reasonable and necessary for completion of the project.



25 North Wenatchee Avenue • Wenatchee, WA 98801 • Phone: 5096690557

City of Selah

Print Date: 6-8-2026

24764A - Well No. 9 Drilling - Change Order 1.2

Change Order ID: **1.2**

Items	Description	Qty/Unit	Unit Price	Price
3025 - Casing Material	LINE ITEM 8: NEED ADDITIONAL 555FT - 14" STEEL TEMPORARY CASING	555	\$95.00	\$52,725.00

Total price: \$52,725.00

Please approve this Change Order if you would like to confirm the adjustment to your original Scope of Work. By approving, you acknowledge the adjustment to the construction schedule and will be invoiced upon approval or in a subsequent draw. Prompt payment is appreciated, so we can continue to move forward with the project in a timely manner.



Selah City Council

Regular Meeting

AGENDA ITEM SUMMARY

Meeting Date: 7/14/2026

Agenda Number: 10E

Action Item

Title: Resolution Declaring the City's Volunteer Park (a/k/a Delores Huerta Park) Shade Structures Project to be Complete and Accepting the Work and Materials

From: Ty Jones, Public Works Supervisor

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: N/A

Funding Source: N/A for this action (the Project costs were paid from Fund 111, Street Improvement Fund)

Background/Findings/Facts: The City contracted with Current Electric N.W., LLC, to perform the City's Volunteer Park (a/k/a Delores Huerta Park) Shade Structures Project ("Project"). The contractor's scope of work is finished, and all materials are in place. HLA Engineering and Land Surveying, Inc. (HLA) and City staff inspected the work and materials, and no defects or deficiencies were noted. The work appears to meet the contract specifications. Thus, HLA and City staff recommend that the City Council approve a Resolution that declares the Project to be complete and that accepts the work and materials.

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

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

Date:	Action Taken:
8/12/2025	Resolution No. 3235; Resolution Authorizing Public Works to Purchase Two Sail Shade Structures for Volunteer Park (a/k/a Delores Huerta Park)
1/13/2026	Resolution No. 3287; Resolution Authorizing the Mayor to Sign a Six-Page Contract with Current Electrical NW, LLC, for the City's Volunteer Park [a/k/a Delores Huerta Park] Shade Structures Project

RESOLUTION NO. _____

RESOLUTION DECLARING THE CITY'S VOLUNTEER PARK (A/K/A
DELORES HUERTA PARK) SHADE STRUCTURES PROJECT TO BE
COMPLETE AND ACCEPTING THE WORK AND MATERIALS

WHEREAS, the City contracted with Current Electric N.W., LLC, to perform the City's Volunteer Park (a/k/a Delores Huerta Park) Shade Structures Project ("Project"); and

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

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

WHEREAS, the City Council finds that good cause exists;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the City's Volunteer Park (a/k/a Delores Huerta Park) Shade Structures Project be and is declared to be complete and, further, that the City accepts the work and materials.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 14th day of July, 2026.

ATTEST:

Roger Bell, Mayor

Courtney McGarity, City Clerk

APPROVED AS TO FORM:

Rob Case, City Attorney



March 26, 2026

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

Attn: Ty Jones, Public Works Director

Re: City of Selah
Volunteer Park Shade Structures
HLA Project No. 25006
Project Acceptance

Dear Ty:

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

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

Retainage in the amount of \$3,960.48 may be released to Current Electric N.W., LLC after acceptance of the project, when lien releases have been received from DOR, L&I, and ESD, and when the City has confirmed no liens have been received related to this project.

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

- Final Contract Voucher Certification from the Contractor certifying all labor and materials furnished on this project have been paid for.
- Required project labor and equal employment opportunity documents including:
 - Statements of Intent to Pay Prevailing Wages and Affidavits of Wages Paid approved by the Washington State Department of Labor and Industries.

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

Please forward a copy of your Council Resolution authorizing project acceptance and release of Retainage to our office for inclusion in the project file.

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

Sincerely,

Terry D. Alapeteri, PE

TDA/jld

Enclosures

Copy: Matthew Taylor, Caprise Groo (City of Selah)
Taylor Denny, Angie Ringer (HLA)



Selah City Council

Regular Meeting

AGENDA ITEM SUMMARY

Meeting Date: 7/14/2026
Agenda Number: 10F

Action Item

Title: Resolution Authorizing the Mayor to DocuSign an Agreement with the Washington State Department of Commerce for Phase III of the City’s Civic Center Remodel Project

From: Ty Jones, Public Works Director

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: \$1,000,000.00 (State Grant funds administered by the Washington State Department of Commerce)

Funding Source: 308 (Civic Center Capital Project)

Background/Findings/Facts: The City was successful in receiving a State Grant in the amount of \$1,000,000.00 for Phase III of the City’s Civic Center Remodel Project (“Project”). The Washington State Department of Commerce (DOC) is the regulatory agency that is administering the grant, at cost of \$30,000.00 for its efforts. The City is receiving the remainder of the funds—specifically \$970,000.00—which funds can then be applied toward construction costs on said Project.

DOC has prepared a proposed Grant Agreement (and additional related batch of documents) measuring 43 pages, which, if executed, will enable the City to receive and utilize the money and will establish the contractual terms between the City and DOC. A copy is submitted within the instant AIS. The terms are acceptable to City staff.

The Public Works Department requests that the City Council authorize the Mayor—via approval of the attached proposed Resolution—to DocuSign the Agreement.

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.

12/9/2025	Resolution No. 3275; 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
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RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE MAYOR TO DOCUSIGN AN
AGREEMENT WITH THE WASHINGTON STATE DEPARTMENT OF
COMMERCE FOR PHASE III OF THE CITY'S CIVIC CENTER REMODEL
PROJECT

WHEREAS, the Washington State Department of Commerce (DOC) is administering a State Grant in the amount of \$1,000,000.00 for Phase III of the City's Civic Center Remodel Project ("Project"); and

WHEREAS, DOC has prepared a proposed Grant Agreement (and additional related batch of documents) measuring 43 pages, which, if executed, will enable the City to receive and utilize the money and will establish the contractual terms between the City and DOC; and

WHEREAS, the terms of the proposed Grant Agreement 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 DocuSign Agreement No. 26-96647-058 (and all related documents) with DOC in the form appended hereto.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 14th day of July, 2026.

ATTEST:

Roger Bell, Mayor

Courtney McGarity, City Clerk

APPROVED AS TO FORM:

Rob Case, City Attorney



Grant to

City of Selah

through

The Local Community Projects Program

For

Civic Center Renovation

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FACE SHEET

Grant Agreement Number: 26-96647-058

Project Name: Civic Center Renovation

**Washington State Department of Commerce
Local Government Division
Local Community Projects**

1. GRANTEE City of Selah 115 W Naches Avenue Selah, Washington 98942-1303		2. GRANTEE Doing Business As (optional) N/A	
3. GRANTEE Representative Ty Jones Public Works Director 115 W Naches Avenue Selah, Washington 98942-1303 (509) 698-7365 ty.jones@selahwa.gov		4. COMMERCE Representative Lena Moore Program Manager (360) 764-0632 lena.moore@commerce.wa.gov	
5. Grant Amount \$970,000.00	6. Funding Source Federal: ☐ State: ☒ Other: ☐ N/A: ☐	7. Start Date Upon Final Signature	8. End Date June 30, 2027, if funds are not reappropriated; June 30, 2029, contingent on reappropriation.
9. Award Method Direct: ☒ Competitive: ☐		NOFO/RFX # N/A	
10. Tax ID # 91-6001501		11. SWV # SWV0007717-00	12. UBI # 392000174
13. UEI # GDDVBKM61PR1		Proviso # Substitute Senate Bill 5195, Laws of 2025, Chapter 414, Section 1027	
14. Grant Agreement Purpose The purpose of this performance-based Grant Agreement is to provide funding for the Civic Center Renovation, a legislatively approved project that furthers the goals and objectives of Phase III renovation of the civic center as described in Attachment A – Scope of Work.			
COMMERCE, defined as the Washington State Department of Commerce, and the GRANTEE, as defined above, acknowledge and accept the terms of this Grant Agreement and attachments and have executed this Grant Agreement on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant Agreement are governed by this Grant Agreement and the following other documents incorporated by reference: Grant Agreement Terms and Conditions including Attachment A – Scope of Work, Attachment B – Project Budget, Attachment C – Certification of Availability of Funds to Complete the Project, Attachment D – Certification of the Payment and Reporting of Prevailing Wages, Attachment E – Certification of LEED, application as submitted for grant funding, applicable Local Community Projects Program Notice of Funding Availability, and applicable Local Community Projects Program Guidelines (as they may be revised from time to time).			
FOR GRANTEE _____ Roger Bell, Mayor _____ Date		FOR COMMERCE _____ Mark K. Barkley, Assistant Director Local Government Division _____ Date TEMPLATE APPROVED AS TO FORM ONLY <u>Lisa Koperski, Assistant Attorney General, on 07/23/2025</u>	

SPECIAL TERMS AND CONDITIONS

GENERAL GRANT STATE FUNDS

THIS GRANT AGREEMENT, entered into by and between City of Selah, a Local Government, and WASHINGTON STATE DEPARTMENT OF COMMERCE, as defined on the Face Sheet of this Grant Agreement, WITNESSES THAT:

WHEREAS, COMMERCE has the statutory authority under RCW 43.330.050(5) to cooperate with and provide assistance to local governments, businesses, and community-based organizations; and

WHEREAS, COMMERCE is also given the responsibility to administer state funds and programs which are assigned to COMMERCE by the Governor or the Washington State Legislature; and

WHEREAS, the Washington State Legislature has, in Laws of 2025, Chapter 414, Section 1027 made an appropriation to support the 2026 Local and Community Projects Program, and directed COMMERCE to administer those funds; and

WHEREAS, certain direct appropriations are provided for in the enabling legislation; and

WHEREAS, the enabling legislation also stipulates that the GRANTEE is eligible to receive funding for design, acquisition, construction and equipment, or rehabilitation activities of the Project.

GRANTEE and COMMERCE are individually a "party" and, collectively, the "parties."

NOW, THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties agree as follows:

1. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant Agreement.

2. COMPENSATION

COMMERCE shall pay an amount not to exceed \$970,000.00 for the capital costs necessary for or incidental to the performance of work as set forth in Attachment A (Scope of Work).

3. CERTIFICATION OF FUNDS PERFORMANCE MEASURES

A. The release of state funds under this Grant Agreement is contingent upon the GRANTEE demonstrating and certifying that it has expended or has access to funds from non-state sources as set forth in ATTACHMENT C (CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT). Such non-state sources may consist of a combination of any of the following:

- i. Eligible Project expenditures prior to the execution of this Grant Agreement.
- ii. Cash dedicated to the Project.
- iii. Funds available through a letter of credit or other binding loan commitment(s).
- iv. Pledges from foundations or corporations.
- v. Pledges from individual donors.

- vi. The value of real property when acquired solely for the purposes of this Project, as established and evidenced by a current market value appraisal performed by a licensed, professional real estate appraiser, or a current property tax statement. COMMERCE will not consider appraisals for prospective values of such property for the purposes of calculating the amount of non-state matching fund credit.

- vii. In-kind contributions, subject to COMMERCE's approval.

B. The GRANTEE shall maintain records sufficient to evidence that it has access to or has expended funds from such non-state sources and shall make such records available for COMMERCE's review upon reasonable request.

4. **STATE PUBLIC WORKS**

For work done at the cost of the State, GRANTEE must comply with public works statutes RCW 39.04 and RCW 39.10, apprenticeship requirements, and the state and local building codes, as applicable. If GRANTEE has questions about compliance, GRANTEE will need to visit the [Washington State Department of Labor & Industries Public Works Projects website](#) for more information.

5. **SITE CONTROL**

GRANTEE who receives grants for construction, purchase or renovation of facilities must provide written evidence of and maintain site control, either through outright ownership of the subject property or a long-term lease, for a minimum of 10 years after the later of: (1) final grant payment; or (2) the date when the facility is made usable to the public for the purpose intended by the Washington State Legislature, including GRANTEE having secured all required licenses, certifications, and/or permits. GRANTEE must provide written evidence of continuing site control as may be requested by COMMERCE.

6. **DOCUMENTATION AND SECURITY**

The provisions of this Section shall apply to capital projects performed by nonprofit organizations, for-profit organizations, and public benefit corporations that involve the expenditure of over \$250,000 in state funds. The provisions may also apply to Tribes and local governments, depending on the location of the Project. Additionally, COMMERCE reserves the right to review all state-funded projects and to require that projects performed by other entity types comply with this Section. Projects for which the grant award or legislative intent documents specify that the state funding is to be used for pre-design or design only are exempt from this Section.

A. Deed of Trust. This Grant Agreement shall be evidenced by a promissory note and secured by a deed of trust or other appropriate security instrument in favor of COMMERCE (the Deed of Trust). The Deed of Trust shall be recorded in the County where the Project is located, and the original returned to COMMERCE after recordation within 90 calendar days of Grant Agreement execution. The Deed of Trust must be recorded before COMMERCE will reimburse the GRANTEE for any Project costs. The amount secured by the Deed of Trust shall be the amount of the Grant Agreement as set forth on the Face Sheet.

B. Term of Deed of Trust; Commitment Period. The Deed of Trust shall remain in full force and effect for a minimum period of 10 years following the later of: (1) final payment of state funds to the GRANTEE under this Grant Agreement; or (2) the date when:

- i. the facility improved or acquired with grant funds; or
- ii. a distinct phase of the Project

is made useable to the public for the purpose intended by the Washington State Legislature (the Commitment Period). Upon satisfaction of the Commitment Period and all other Grant Agreement terms and conditions, COMMERCE shall, upon written request of the GRANTEE, take appropriate action to reconvey the Deed of Trust.

- C. Title Insurance. The GRANTEE shall purchase an extended coverage lender's policy of title insurance insuring the lien position of the Deed of Trust in an amount not less than the amount of the grant.
- D. Covenant. If the Project will be partially funded by a loan and the term of said loan is less than the Commitment Period as defined in Special Terms and Conditions Section 6(B), COMMERCE may require that GRANTEE record or cause to be recorded a covenant in a superior lien position ahead of the lender's security instrument that restricts use of the facility or property for the purpose(s) stated elsewhere in this Grant Agreement for at least the term of the Commitment Period as defined in Special Terms and Conditions Section 6(B).
- E. Subordination. COMMERCE may agree to subordinate its Deed of Trust upon request from a private or public lender. Any such request shall be submitted to COMMERCE in writing, and COMMERCE shall respond to the request in writing within 30 calendar days of receiving the request.
- F. Deed of Trust on Leased Property. COMMERCE may require, at its sole discretion, a Deed of Trust on the fee interest of the real property where the Project is located, if the Project is on leased property.

7. BASIS FOR ESTABLISHING REAL PROPERTY VALUES FOR ACQUISITIONS OF REAL PROPERTY PERFORMANCE MEASURES

When all or part of the grant is used to fund the acquisition of real property, before funds are disbursed, the GRANTEE shall procure and provide to COMMERCE evidence establishing the value of the real property eligible for reimbursement under this Grant Agreement as follows:

- A. GRANTEE purchases of real property from an independent third-party seller shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser or a current property tax statement.
- B. GRANTEE purchases of real property from a related or subsidiary organization, such as an affiliated LLC, shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser or the prior purchase price of the property plus holding costs, whichever is less.

8. EXPENDITURES ELIGIBLE FOR REIMBURSEMENT

Payments to the GRANTEE shall be made on a reimbursement basis only. The GRANTEE may be reimbursed, at the rate set forth elsewhere in this Grant Agreement and as authorized by the Legislature, for work associated with the Project expenditures. Reimbursable costs are determined by the Scope of Work, Attachment A. Generally, costs within the following cost categories are considered capital expenditures:

- A. Real property, and costs directly associated with such purchase, when purchased or acquired solely for the purposes of the Project;
- B. Design, engineering, architectural, and planning;
- C. Construction management and observation (from external sources only);
- D. Construction costs including, but not limited to, the following:
 - i. Site preparation and improvements;
 - ii. Permits and fees;
 - iii. Labor and materials;
 - iv. Taxes on Project goods and services;
 - v. Capitalized equipment;
 - vi. Information technology infrastructure; and
 - vii. Landscaping.
- E. Other costs authorized through the legislation.

For Direct Appropriations, COMMERCE may also consider reimbursing for work performed prior to Grant Agreement execution but will not consider reimbursing for work performed prior to the capital budget effective date unless the Project's scope of work as approved by the legislature includes such work.

For competitively-awarded projects, COMMERCE may also consider reimbursing for work performed prior to Grant Agreement execution, but in no situation will reimburse for work performed prior to the date specified in the program guidelines applicable at the time of Grant Agreement execution.

All work requesting reimbursement must fall into eligible expenditures. Please see the most recent version of the program guidelines for a complete list of eligible costs.

9. BILLING PROCEDURES AND PAYMENT

COMMERCE shall reimburse the GRANTEE 100% of each invoice for eligible Project expenditures, up to the maximum payable under this Grant Agreement. When requesting reimbursement for expenditures made, the GRANTEE shall submit to COMMERCE a signed and completed Invoice Voucher (Form A-19), that documents capitalized Project activity performed – by budget line item – for the billing period. The GRANTEE must submit all Invoice Vouchers and any required documentation electronically. Submissions shall be in accordance with directions provided by COMMERCE. Funds are reimbursement based and cannot be advanced under any circumstance. Disbursements of funds for invoices due and payable within 30 days are not considered advanced payments.

The GRANTEE shall evidence the costs claimed on each voucher by including copies of each invoice received from subgrantees/subcontractors providing Project goods or services covered by the Grant Agreement. The GRANTEE shall also provide COMMERCE with a copy of the cancelled check or electronic funds transfer, as applicable, that confirms that they have paid each expenditure being claimed at the time the voucher is submitted or within 30 calendar days of COMMERCE's disbursement of payment, and before any subsequent reimbursement request is made. Proof of payment must be provided at the time the final grant reimbursement is requested.

A voucher must be certified (i.e., signed) by an official of the GRANTEE with authority to bind the GRANTEE. The voucher shall be submitted to COMMERCE within 60 calendar days following the completion of work or other termination of this Grant Agreement, or as soon as possible after the end of the State biennium but in no case later than [15] calendar days following the end of the State biennium unless Grant Agreement funds are re-appropriated by the Washington State Legislature in accordance with Special Terms and Conditions Section 14 (Reappropriation).

If GRANTEE has or will be submitting any of the invoices attached to a request for payment for partial reimbursement under another contract or grant agreement, GRANTEE must clearly identify such contracts or grant agreements in the transmittal letter and request for payment.

Each request for payment must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the Project since the last invoice was submitted as well as a report of Project status to date. COMMERCE will not release payment for any reimbursement request received unless and until the Project Status Report is received.

In the event that the Grant Agreement is executed or the award amount in Special Terms and Conditions Section 2 (Compensation) is expended before construction completion of the Project, as identified in Attachment A (Scope of Work), the GRANTEE agrees to continue providing complete Project updates to their COMMERCE Representative quarterly or upon request.

COMMERCE will pay GRANTEE upon receipt and approval of properly completed invoices and supporting documentation, which shall be submitted to the Representative for COMMERCE not more often than monthly. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the GRANTEE. Payment shall be considered timely if made by

COMMERCE within 30 calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the GRANTEE.

Notwithstanding the foregoing, COMMERCE may, in its sole discretion, holdback up to the final 10% of grant funds until the Project is complete and the facility has been issued a Certificate of Occupancy from the appropriate local permitting entity, or for projects without occupiable space, when comparable evidence of Project completion is submitted by GRANTEE. COMMERCE will hold back grant funds and shall not disburse such funds to the GRANTEE until the GRANTEE submits to COMMERCE a copy of the issued Certificate of Occupancy or other COMMERCE-approved evidence of completion. The evidence of completion must be submitted with GRANTEE's final request for reimbursement.

10. CLOSEOUT CERTIFICATION

COMMERCE shall complete and send a Grant Closeout Correspondence when:

- A. All activities identified in the Scope of Work shown on Attachment A are complete and the Project is useable to the public for the purpose intended by the Washington State Legislature, or
- B. When final payment is made and GRANTEE has certified that the Project will be completed, and the public benefit described will be maintained for the term of the Commitment Period as defined in Special Terms and Conditions Section 6(B).

The GRANTEE shall respond to confirm receipt of the Grant Closeout Correspondence when there are grant funds remaining at closeout that will be de-obligated.

Notwithstanding anything in A. or B. above, the right of COMMERCE to recapture funds or seek other remedies for failure to make the Project usable to the public shall survive the closeout or termination of this Grant Agreement.

COMMERCE reserves the right to request additional information related to the Project.

11. INSURANCE

A. Insurance Requirements for Reimbursable Activities

The GRANTEE must have insurance coverage that is substantially similar to the coverage described in Section 11(B) below for all periods in which GRANTEE performed work for which it will seek reimbursement. The intent of the required insurance is to protect the State of Washington should there be any Claims, suits, actions, costs, damages, or expenses arising from any loss or negligent or intentional act or omission of the GRANTEE or subgrantee/subcontractor, or agents of either, while performing under the terms of this Grant Agreement.

B. Additional Insurance Requirements During the Term of the Grant Agreement

- i. The GRANTEE shall provide proof to COMMERCE of insurance coverage that shall be maintained in full force and effect, as indicated below, and shall submit renewal certificates not less than 30 calendar days prior to expiration of each policy required under this Section:
 - a. **Commercial General Liability Insurance Policy.** Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of or related to this Grant Agreement but in no less than \$1,000,000 per occurrence. Additionally, the GRANTEE is responsible for ensuring that any subgrantee/subcontractor provide adequate insurance coverage for the activities arising out of or related to subgrants/subcontracts (if any). Commercial General Liability Insurance coverage shall be maintained in full force and effect during the term of this Grant Agreement and throughout the Commitment Period as defined in Special Terms and Conditions Section 6(B).
 - b. **Property Insurance.** The GRANTEE shall keep the property insured in an amount sufficient to permit such insurance to be written at all times on a replacement cost basis. Such insurance shall cover the following hazards, as applicable:

1. Loss or damage by fire and such other risks;
2. Loss or damage from leakage or sprinkler systems now or hereafter installed in any building on the premises;
3. Loss or damage by explosion of steam boilers, pressure vessels, oil or gasoline storage tanks, or similar apparatus now or hereafter installed in a building or building on the premises.

This property insurance coverage must be maintained in full force and effect throughout the term of this Grant Agreement and the Commitment Period as defined in Special Terms and Conditions Section 6(B).

- c. **Professional Liability, Errors, and Omissions Insurance.** If GRANTEE will be providing any professional services to be reimbursed under this Grant Agreement, the GRANTEE shall maintain Professional Liability or Errors and Omissions Insurance with minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the GRANTEE and licensed staff employed or under contract to the GRANTEE. The State of Washington, the Department of Commerce, its agents, officers, and employees need not be named as additional insureds under this policy. This insurance must be maintained throughout the term of the Grant Agreement and the Commitment Period as defined in Special Terms and Conditions Section 6(B). GRANTEE shall require that any subgrantees/subcontractors providing professional services that are reimbursable under this Grant Agreement maintain Professional Liability or Errors and Omissions Insurance at the coverage levels set forth in this subsection.
- d. **Fidelity Insurance.** Every officer, director, employee, or agent who is authorized to act on behalf of the GRANTEE for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss where:
 1. The amount of fidelity coverage secured pursuant to this Grant Agreement shall be \$2,000,000 or the highest of planned reimbursement for the Grant Agreement period, whichever is lower. Fidelity insurance secured pursuant to this paragraph shall name the State of Washington, the Department of Commerce, its agents, officers, and employees as beneficiary.
 2. Subgrantees/subcontractors that receive \$10,000 or more per year in funding through this Grant Agreement shall secure fidelity insurance as noted above. Fidelity insurance secured by subgrantees/subcontractors pursuant to this paragraph shall name the GRANTEE and the GRANTEE's fiscal agent (if any) as beneficiary.
 3. Fidelity Insurance coverage shall be maintained in full force and effect from the start date of this Grant Agreement until GRANTEE has submitted a Closeout Certification Form, subject to the following: Fidelity Insurance must be issued on either (a) a "loss sustained" basis; or (b) if issued on a "loss-discovered" basis, provide coverage for at least 6 months following the date of COMMERCE's receipt of the Closeout Certification Form.
 4. Fidelity Insurance for Organizations with No Employees.
Notwithstanding Special Term and Condition 11(B)(4), the requirement for fidelity insurance described in that term is hereby waived as long as the GRANTEE does not have any employees (including, but not limited to, volunteers, work-study placements, and interns).
- ii. The insurance required shall be issued by an insurance company authorized to do business within the State of Washington. Except as otherwise set forth in this Section, each insurance policy shall name "the State of Washington Department of Commerce, its agents, officers, and employees" as additional insureds on all policies. All policies shall be primary to any

other valid and collectable insurance. The GRANTEE shall instruct the insurers to give COMMERCE 30 calendar days' advance notice of any insurance cancellation or modification.

- iii. The GRANTEE shall submit to COMMERCE within 15 calendar days of the Grant Agreement start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section including, without limitation, the type of insurance coverage under the policy, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided 30 days' advance written notice of cancellation. During the term of the Grant Agreement, the GRANTEE shall submit renewal certificates not less than 30 calendar days prior to expiration of each policy required under this Section. Additionally, GRANTEE shall provide copies of insurance instruments or certifications, at COMMERCE's request and until six (6) months after COMMERCE has received a Closeout Certification Form from GRANTEE. Copies of such insurance instruments and certifications will be provided within 15 calendar days of COMMERCE's request unless otherwise agreed to by the parties.

iv. GRANTEES and Local Governments that Participate in a Self-Insurance Program.

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the GRANTEE may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the GRANTEE shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. GRANTEE's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The State of Washington, the Department of Commerce, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

GRANTEE shall provide annually to COMMERCE a summary of coverages and a letter of self-insurance, evidencing continued coverage under GRANTEE's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this Grant Agreement.

12. ORDER OF PRECEDENCE

In the event of an inconsistency in this Grant Agreement, the inconsistency shall be resolved by giving precedence in the following order:

- 1) Applicable federal and State of Washington statutes and regulations
- 2) Special Terms and Conditions
- 3) General Terms and Conditions
- 4) Attachment A – Scope of Work
- 5) Attachment B – Project Budget
- 6) Attachment C – Certification of the Availability of Funds to Complete the Project
- 7) Attachment D – Certification of the Payment and Reporting of Prevailing Wages
- 8) Attachment E – Certification of Intent to Enter the Leadership in Energy and Environmental Design (LEED) Certification Process
- 9) Application as submitted by the GRANTEE for funding
- 10) Notice of Funding Availability

Program Guidelines, as revised. GRANTEE acknowledges that the Program Guidelines may be revised by COMMERCE from time to time and agrees that the most recent version of the Guidelines shall be applicable. COMMERCE will post notice on its website <https://www.commerce.wa.gov/building-infrastructure/capital-facilities/> drawing attention to the sections of the Guidelines that have been revised.

13. REDUCTION IN FUNDS

In the event that funds appropriated for the Project contemplated under this Grant Agreement are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature, or other funding source, during the Grant Agreement period, the parties understand and agree that COMMERCE may suspend, amend, or terminate the Grant Agreement to abide by the revised funding limitations. The parties understand and agree that GRANTEE shall be bound by any such revised funding limitations as implemented at the discretion of COMMERCE and shall meet and renegotiate the Grant Agreement accordingly.

14. REAPPROPRIATION

- A. The parties hereto understand and agree that any State funds not expended by the End Date listed on the Face Sheet will lapse on that date unless specifically reappropriated by the Washington State Legislature. If funds are so reappropriated, the State's obligation under the terms of this Grant Agreement shall be contingent upon the terms of such reappropriation.
- B. In the event any funds awarded under this Grant Agreement are reappropriated for use in a future biennium, COMMERCE reserves the right to assign a reasonable share of any such reappropriation for administrative costs.

15. OWNERSHIP OF PROJECT/CAPITAL FACILITIES

COMMERCE makes no claim to any real property improved or constructed with funds awarded under this Grant Agreement and does not assert and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this Grant Agreement; **provided, however, that** COMMERCE may be granted a security interest in real property to secure funds awarded under this Grant Agreement. This provision does not extend to Claims that COMMERCE may bring against the GRANTEE in recapturing funds expended in violation of this Grant Agreement.

16. CHANGE OF OWNERSHIP OR USE FOR GRANTEE-OWNED PROPERTY

- A. The GRANTEE understands and agrees that any and all real property or facilities owned by the GRANTEE that are acquired, constructed, or otherwise improved using state funds under this Grant Agreement shall be held and used by the GRANTEE for the purpose or purposes stated elsewhere in this Grant Agreement for the Commitment Period as defined in Special Terms and Conditions Section 6(B).
- B. This provision shall not be construed to prohibit the GRANTEE from selling any property or properties described in this Section; **provided, however, that** any such sale shall be subject to prior review and approval by COMMERCE and that all proceeds from such sale shall be applied to the purchase price of a different facility or facilities of equal or greater value than the original facility and that any such new facility or facilities will be used for the purpose or purposes stated elsewhere in this Grant Agreement.
- C. In the event the GRANTEE is found to be out of compliance with this Section, the GRANTEE shall repay to the state general fund or state building construction account, as determined solely by COMMERCE, pursuant to General Terms and Conditions Section 34, the principal amount of the funds disbursed under the Grant Agreement, along with interest at the rate of the higher of: (i) five percent (5%) per annum, or (ii) the rate of interest of state of Washington general obligation bonds issued on the date most close in time to the effective date in which legislation authorized funding for the subject facility. Repayment shall be made pursuant to General Terms and

Conditions Section 34 (Recapture). This repayment is in addition to any other remedies available at law or in equity.

17. CHANGE OF USE FOR LEASED PROPERTY PERFORMANCE MEASURE

- A. The GRANTEE understands and agrees that any and all real property or facilities leased by the GRANTEE that are constructed, renovated, or otherwise improved using state funds under this Grant Agreement shall be used by the GRANTEE for the purpose or purposes stated elsewhere in this Grant Agreement for a period of the Commitment Period as defined in Special Terms and Conditions Section 6(B).
- B. In the event the GRANTEE is found to be out of compliance with this Section, the GRANTEE shall repay to the state general fund or state building construction account, as determined solely by COMMERCE, pursuant to General Terms and Conditions Section 34, the principal amount of the funds disbursed under the Grant Agreement, along with interest at the rate of the higher of: (i) five percent (5%) per annum, or (ii) the rate of interest of state of Washington general obligation bonds issued on the date most close in time to the effective date in which legislation authorized funding for the subject facility. Repayment shall be made pursuant to General Terms and Conditions Section 34 (Recapture). This repayment is in addition to any other remedies available at law or in equity.

18. MODIFICATION TO THE PROJECT BUDGET

- A. Notwithstanding any other provision of this Grant Agreement, the GRANTEE may, its discretion, make modifications to Grant Amounts associated with line item(s) in Attachment B (Project Budget) that will not increase the Grant Amounts associated with line item(s) by more than 20%.
- B. The GRANTEE shall notify COMMERCE in writing by email when proposing any budget modification or modifications to a line item in Attachment B (Project Budget) that would increase the Grant Amounts associated with line item(s) by more than 20%. Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this Grant Agreement that would cause one or more budget line items to exceed the 20% threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE by email, and such written approval shall amend the Project Budget. Each party to this Grant Agreement will retain and make any and all documents related to such budget modifications a part of their respective Grant Agreement file.
- D. Nothing in this Section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Special Terms and Conditions Section 2 (Compensation) of this Grant Agreement.

19. SIGNAGE, MARKERS AND PUBLICATIONS

- A. **Taxpayers of Washington State as participant in funding Project**
If, during the period covered by this Grant Agreement, the GRANTEE displays or circulates any communication, publication, or donor recognition identifying the financial participants in the Project, any such communication or publication must identify "The Taxpayers of Washington State" as a participant.
- B. **Ensure coordinated Climate Commitment Act branding.**
If Climate Commitment Act funding is involved in this Grant Agreement, then the following provisions apply to GRANTEE and its subgrantees/subcontractors including, without limitation, any and all contractors, subgrantees/subcontractors, service providers, and others who assist GRANTEE in implementing the Project in order to strengthen public awareness of how CCA funding is used and to ensure consistent branding and funding acknowledgments:
 - i. **Funding source acknowledgement.** - The GRANTEE must display or circulate in any and all communications including, without limitation, on websites and in announcements, press

releases, and publications used for media-related activities, publicity, and public outreach that: "This project is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov."

- ii. Include the "Climate Commitment Act" logo at climate.wa.gov/brandtoolkit, consistent with the branding guidelines posted at climate.wa.gov/brandtoolkit for:
 - a. any Project website or webpage that includes logos from other funding partners; and/or
 - b. any Project media or public information materials that include logos from other funding partners; and/or
 - c. On-site signage, to the extent possible. By way of example only, this means that for consumer-related projects or programs, a decal may be placed on front of installed heat pump or a logo printed on a delivery tag.
- iii. The GRANTEE is responsible for ensuring that its subgrantees/subcontractors comply with Section 19(B).

20. HISTORICAL AND CULTURAL ARTIFACTS

Prior to approval and disbursement of any funds awarded under this Grant Agreement, GRANTEE shall cooperate with COMMERCE to complete the requirements of Governor's Executive Order 21-02 or GRANTEE shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. GRANTEE agrees that the GRANTEE is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the State of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the Project funded by this Grant Agreement.

In addition to the requirements set forth in this Grant Agreement, GRANTEE shall, in accordance with Governor's Executive Order 21-02 as applicable, coordinate with COMMERCE and the Washington State Department of Archaeology and Historic Preservation (DAHP), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by Project. GRANTEE agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Grant Agreement.

The GRANTEE agrees that, unless the GRANTEE is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the GRANTEE shall immediately stop construction and notify the local historical preservation officer and the State's historical preservation officer at DAHP, and the COMMERCE Representative identified on the Face Sheet. If human remains are uncovered, the GRANTEE shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The GRANTEE shall require this provision to be contained in all subgrants/subcontracts for work or services related to the Project described in Attachment A (Scope of Work).

In addition to the requirements set forth in this Grant Agreement, GRANTEE agrees to comply with RCW 27.44 regarding Indian Graves and Records, RCW 27.53 regarding Archaeological Sites and Resources, RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves, and WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

In the event that the GRANTEE finds it necessary to amend the Project described in Attachment A (Scope of Work), the GRANTEE may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act.

21. TERMINATION FOR FRAUD OR MISREPRESENTATION

In the event the GRANTEE commits fraud or makes any misrepresentation in connection with the grant application or during the performance of this Grant Agreement, COMMERCE reserves the right to terminate or amend this Grant Agreement, accordingly, including the right to recapture all funds disbursed to the GRANTEE under the Grant Agreement.

22. FRAUD AND OTHER LOSS REPORTING

GRANTEE shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Grant Agreement immediately or as soon as practicable to the COMMERCE Representative identified on the Face Sheet.

23. PUBLIC RECORDS ACT

Notwithstanding General Terms and Conditions Section 13 (Confidentiality/Safeguarding of Information), COMMERCE is a public agency subject to the Public Records Act, RCW 42.56 (PRA). Under the PRA, all materials relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by COMMERCE or its functional equivalents are considered public records. The PRA requires that public records responsive to a public records request be promptly produced unless the PRA or an "other statute" exempts such records from production. This Grant Agreement is not intended to alter COMMERCE's obligations under the PRA. The parties agree that if COMMERCE receives a public records request for files that may include confidential information under General Terms and Conditions Section 13 (Confidentiality/Safeguarding of Information), COMMERCE may notify the other party of the request and of the date that the records will be released to the requester unless GRANTEE obtains a court order enjoining disclosure. If the GRANTEE fails to obtain the court order enjoining disclosure, COMMERCE may release the requested information on the date specified. If the GRANTEE obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to the PRA, COMMERCE shall maintain the confidentiality of the information per the court order.

24. APPLICABILITY OF COPYRIGHT PROVISIONS TO ARCHITECTURAL/ENGINEERING DESIGN WORK

General Terms and Conditions Section 16 (Copyright Provisions) are not intended to apply to any architectural and engineering design work funded by this Grant Agreement.

25. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. General Terms and Conditions Section 47 (Treatment of Assets) is superseded by this provision.

GENERAL TERMS AND CONDITIONS

GENERAL GRANT STATE FUNDS

1. DEFINITIONS

As used throughout this Grant Agreement, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "Claim" shall mean any and all claims, losses, costs, damage, expenses, liabilities, liens, actions, causes of action (whether in tort or contract, law or equity, or otherwise), and attorneys' fees and costs.
- C. "COMMERCE" shall mean the Washington State Department of Commerce.
- D. "Grant Agreement" shall mean the entire written agreement between COMMERCE and the GRANTEE, including any attachments, exhibits, documents, or materials incorporated by reference, and any amendments executed by the parties.
- E. "GRANTEE" shall mean the entity identified on the Face Sheet performing service(s) under this Grant Agreement and shall include all employees and agents of the GRANTEE.
- F. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use, or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- G. "State" shall mean the State of Washington.
- H. "Subgrantee/subcontractor" shall mean one not in the employment of the GRANTEE, who is performing all or part of those services under this Grant Agreement under a separate subcontract or subgrant with the GRANTEE. The term "subgrantee/subcontractor" refers to subgrantees/subcontractors of any tier.

2. ACCESS TO DATA

In compliance with RCW 39.26.180, the GRANTEE shall provide access to data generated under this Grant Agreement to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the GRANTEE's reports, including computer models and the methodology for those models.

3. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Grant Agreement shall be made by COMMERCE.

4. ALL WRITINGS CONTAINED HEREIN

This Grant Agreement contains all the terms and conditions agreed upon by the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant Agreement shall be deemed to exist or to bind any of the parties hereto.

5. ALLOWABLE COSTS

Costs allowable under this Grant Agreement are actual expenditures according to an approved budget up to the maximum amount stated on the Grant Agreement Award or Amendment Face Sheet.

6. AMENDMENTS

This Grant Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant Agreement shall be deemed to exist or to bind any of the parties hereto.

7. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE "ADA" 28 CFR PART 35

The GRANTEE must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

8. ASSIGNMENT

Neither this Grant Agreement nor any Claim arising under this Grant Agreement, shall be transferred or assigned by the GRANTEE without prior written consent of COMMERCE.

9. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Grant Agreement, in the event of litigation or other action brought to enforce Grant Agreement terms, each party agrees to bear its own attorneys' fees and costs.

10. AUDIT

A. General Requirements

COMMERCE reserves the right to require an audit. If required, GRANTEES are required to procure audit services, at the request of COMMERCE, and provide documentation of the audit to COMMERCE based on the following guidelines.

The GRANTEE shall maintain its records and accounts so as to facilitate audits and shall ensure that subgrantees/subcontractors also maintain auditable records.

The GRANTEE is responsible for any audit exceptions incurred by its own organization or that of its subgrantees/subcontractors.

COMMERCE reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The GRANTEE must respond to COMMERCE requests for information or corrective action concerning audit issues within 30 calendar days of the date of request.

B. State Funds Requirements

In the event an audit is required, if the GRANTEE is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a qualified certified public accountant.

The GRANTEE shall include the above audit requirements in any and all subgrants or subcontracts.

In any case, the GRANTEE's records must be available for review by COMMERCE at any time during the Commitment Period as defined in Special Terms and Conditions Section 6(B).

C. Documentation Requirements

The GRANTEE must send a copy of the audit report described above no later than 9 months after the end of the GRANTEE's fiscal year(s) by sending a scanned copy to comacctoffice@commerce.wa.gov or a hard copy to:

Washington State Department of Commerce
ATTN: Audit Review and Resolution Office
1500 Jefferson Street SE
PO Box 42525
Olympia, WA 98501

In addition to sending a copy of the audit, when applicable, the GRANTEE must include:

- i. Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE; and
- ii. Copy of the Management Letter.

If the GRANTEE is required to obtain a single audit consistent with Circular A-133 requirements, a copy must be provided to COMMERCE; no other report is required.

11. BREACHES OF OTHER STATE CONTRACTS

GRANTEE is expected to comply with all other contracts and grant agreements executed between GRANTEE and the State of Washington. A breach of any other contract or grant agreement entered into between GRANTEE and the State of Washington may, in COMMERCE's sole discretion, be deemed a breach of this Grant Agreement.

12. CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

13. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this Section includes:

- i. All material provided to the GRANTEE by COMMERCE that is designated as "confidential" by COMMERCE; and
- ii. All material produced by the GRANTEE that is designated as "confidential" by COMMERCE; and
- iii. All Personal Information in the possession of the GRANTEE that may not be disclosed under state or federal law.

B. The GRANTEE shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant Agreement and shall not use, share, transfer, sell, or disclose

any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale, or disclosure of Confidential Information or violation of any related state or federal laws. Upon request, the GRANTEE shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant Agreement whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by COMMERCE. Upon request, the GRANTEE shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The GRANTEE shall notify COMMERCE within 5 working days of GRANTEE's discovery of any unauthorized use or disclosure of any confidential information and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

14. CONFORMANCE

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

15. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, COMMERCE may, in its sole discretion, by written notice to the GRANTEE terminate this Grant Agreement if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, RCW 42.52 and RCW 42.23, or any similar statute involving the GRANTEE in the procurement of, or performance under, this Grant Agreement.

Specific restrictions apply to contracting with current or former state employees pursuant to RCW 42.52. The GRANTEE and all subgrantees/subcontractors (if any) must identify any person employed in any capacity by the State of Washington that worked on this Grant Agreement, or any matter related to the Project funded under this Grant Agreement or any other state funded project, including, but not limited to, formulating or drafting legislation, participating in grant procurement, planning and execution, awarding grants, or monitoring grants, during the 24 month period preceding the start date of this Grant Agreement. Any person identified by the GRANTEE and their subgrantees/subcontractors (if any) must be identified individually by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the GRANTEE may be disqualified from further consideration for the award of a grant.

In the event this Grant Agreement is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the GRANTEE as it could pursue in the event of a breach of the Grant Agreement by the GRANTEE. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in Section 18 General Terms and Conditions (Disputes) of this Grant Agreement.

16. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Grant Agreement shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event that the Materials are not considered "works for hire" under the U.S. Copyright laws, the GRANTEE hereby irrevocably assigns

all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

“Materials” means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. “Ownership” includes the right to copyright, patent, and register as well as the ability to transfer these rights.

For Materials that are delivered under the Grant Agreement, but that incorporate pre-existing materials not produced under the Grant Agreement, the GRANTEE grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The GRANTEE warrants and represents that the GRANTEE has all rights and permissions, including intellectual property rights, moral rights, and rights of publicity, necessary to grant such a license to COMMERCE.

The GRANTEE shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant Agreement, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant Agreement. The GRANTEE shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the GRANTEE with respect to any Materials delivered under this Grant Agreement. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the GRANTEE.

17. DISALLOWED COSTS

The GRANTEE is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees/subcontractors.

18. DISPUTES

Except as otherwise provided in this Grant Agreement, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- i. be in writing;
- ii. state the disputed issues;
- iii. state the relative positions of the parties;
- iv. state the GRANTEE's name, address, and Grant Agreement number; and
- v. be mailed to the Director and the other party's (respondent's) Grant Agreement Representative within 3 working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within 10 working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

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

Nothing in this Grant Agreement shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

19. DUPLICATE PAYMENT

COMMERCE shall not pay the GRANTEE, if the GRANTEE has charged or will charge the State of Washington or any other party under any other grant, subgrant/subcontract, contract, or agreement, for the same services or expenses. The GRANTEE certifies that work to be performed under this Grant Agreement does not duplicate any work to be charged against any other grant, subgrant/subcontract, contract, or agreement.

20. GOVERNING LAW AND VENUE

This Grant Agreement shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

21. INDEMNIFICATION

To the fullest extent permitted by law, the GRANTEE shall indemnify, defend, and hold harmless the State of Washington, COMMERCE, agencies of the State, and all officials, agents, employees, and representatives of the State, from and against all Claims for injuries or death arising out of or resulting from the performance of the Grant Agreement.

The GRANTEE'S obligation to indemnify, defend, and hold harmless includes any Claim by any and all of GRANTEE'S agents, employees, representatives, and/or subgrantee(s)/subcontractor(s) (and their agents, employees, and representatives, to the extent that GRANTEE is using any subgrantee/subcontractor for the Project).

The GRANTEE'S obligations shall not include such Claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and/or employees. If the Claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents, and/or employees and (b) the GRANTEE, its subgrantees/subcontractors, agents, and/or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the GRANTEE (and/or its subgrantees/subcontractors) and their agents, officers, representatives, and/or employees.

The GRANTEE waives its immunity under RCW 51 to the extent it is required to indemnify, defend, and hold harmless the State and its agencies, officers, agents, and/or employees.

22. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent contractor relationship will be created by this Grant Agreement. The GRANTEE and its employees, officers, representatives, and/or agents performing under this Grant Agreement are not employees or agents of the State of Washington or COMMERCE. The GRANTEE will not hold itself out as or claim to be an officer or employee of COMMERCE or of the State of Washington by reason hereof, nor will the GRANTEE make any claim of right, privilege, or benefit which would accrue to such officer or employee under law. Conduct and control of the work associated with the Project will be solely with the GRANTEE.

23. INDUSTRIAL INSURANCE COVERAGE

The GRANTEE shall comply with all applicable provisions of RCW 51 (Industrial Insurance). If the GRANTEE fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the GRANTEE the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the GRANTEE to the accident fund from the amount payable to the GRANTEE by COMMERCE under this Grant Agreement and transmit the deducted amount to the Department of Labor and Industries (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the GRANTEE.

24. LAWS

The GRANTEE shall comply with all applicable laws, ordinances, codes, regulations, and policies of local and state and federal governments, as now or hereafter amended.

25. LICENSING, ACCREDITATION, AND REGISTRATION

The GRANTEE shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements or standards necessary for the performance of this Grant Agreement.

26. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to enter, alter, amend, modify, or waive any clause or condition of this Grant Agreement. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Grant Agreement is not effective or binding unless made in writing and signed by the Authorized Representative.

27. LOCAL PUBLIC TRANSPORTATION COORDINATION

Where applicable, GRANTEE shall participate in local public transportation forums and implement strategies designed to ensure access to services.

28. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

- A. During the performance of this Grant Agreement, the GRANTEE, including any subgrantee/subcontractor, shall comply with all federal, state, and local nondiscrimination laws, regulations, and policies including, but not be limited to, not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, GRANTEE, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which GRANTEE, or subgrantee/subcontractor, has a collective bargaining or other agreement. The funds provided under this Grant Agreement shall not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this Grant Agreement.
- B. Obligation to Cooperate. GRANTEE, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that GRANTEE, including any subgrantee/subcontractor, has engaged in discrimination prohibited by this Grant Agreement pursuant to RCW 49.60.530(3).
- C. Default. Notwithstanding any provision to the contrary, COMMERCE may suspend GRANTEE, including any subgrantee/subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Grant Agreement, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until COMMERCE receives notification that GRANTEE, including any subgrantee/subcontractor, is cooperating with the investigating state agency. In the event GRANTEE, or subgrantee/subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), COMMERCE may

terminate this Agreement in whole or in part, and GRANTEE, subgrantee/subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. GRANTEE or subgrantee/subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

29. PAY EQUITY

The GRANTEE agrees to ensure that “similarly employed” individuals in its workforce are compensated as equals, consistent with the following:

- A. Employees are “similarly employed” if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B. GRANTEE may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - i. A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels; and/or
 - ii. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential; and/or
 - iii. A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Grant Agreement may be terminated by COMMERCE, if COMMERCE or the Department of Enterprise Services determines that the GRANTEE is not in compliance with this Section.

30. POLITICAL ACTIVITIES

Political activity of GRANTEE employees and officers are limited by the Campaign Disclosure and Contribution provisions of RCW 42.17a and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

31. PREVAILING WAGE LAW

The GRANTEE certifies that all subgrantees/subcontractors performing work on the Project shall comply with State Prevailing Wages on Public Works, RCW 39.12, as applicable to the Project funded by this Grant Agreement, including, but not limited to, the filing of the “Statement of Intent to Pay Prevailing Wages” and “Affidavit of Wages Paid” as required by RCW 39.12.040. The GRANTEE shall maintain records sufficient to evidence compliance with RCW 39.12 and shall make such records available for COMMERCE’s review upon request. The GRANTEE is advised to consult the Industrial Statistician at the Washington Department of Labor and Industries to determine whether prevailing wages must be paid. COMMERCE is not responsible for determining whether prevailing wage applies to this Project or for any prevailing wage payments that may be required by law.

32. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Grant Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Grant Agreement **provided, however, that** reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as Project costs.

33. PUBLICITY

The GRANTEE agrees not to publish or use any advertising or publicity materials in which the State of Washington or COMMERCE's name is mentioned, or language used from which the connection with the State of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

34. RECAPTURE

In the event that the GRANTEE fails to perform this Grant Agreement in accordance with state or federal laws, and/or the provisions of this Grant Agreement, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance (which may include all funds disbursed under the Grant Agreement, along with interest at the rate of the higher of: (i) five percent (5%) per annum, or (ii) the rate of interest of state of Washington general obligation bonds issued on the date most close in time to the effective date in which legislation authorized funding for the subject facility) in addition to any other remedies available at law or in equity.

COMMERCE's ability to recapture or seek remedies shall survive any receipt of a Closeout Certification Form or termination of this Grant Agreement.

Repayment by the GRANTEE of funds under this Section shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant Agreement.

35. RECORDS MAINTENANCE

The GRANTEE shall maintain books, records, documents, data, and other evidence relating to this Grant Agreement and performance of the services described herein, including, but not limited to, accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant Agreement.

GRANTEE shall retain such records for a period of 6 years following the date of final payment. At no additional cost, these records, including materials generated under the Grant Agreement, shall be subject at all reasonable times to inspection, review, or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation, or agreement.

If any litigation, Claim, or audit is started before the expiration of the 6 year period, the records shall be retained until all litigation, Claims, or audit findings involving the records have been resolved.

36. REGISTRATION WITH DEPARTMENT OF REVENUE AND SECRETARY OF STATE

If required by law, the GRANTEE shall complete registration with the Washington State Department of Revenue. Nonprofit and for-profit businesses must also be registered with the Washington Secretary of State and current with all required filings.

37. RIGHT OF INSPECTION

At no additional cost, the GRANTEE shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the State of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant Agreement. At no additional cost, the GRANTEE shall also provide any documents related to this Grant Agreement to COMMERCE upon request to assist COMMERCE in the periodic monitoring of this Grant Agreement.

38. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant Agreement and prior to normal completion, COMMERCE may terminate the Grant Agreement under the "Termination for Convenience" clause, without the 10 calendar day notice requirement. In lieu of termination, the Grant Agreement may be amended to reflect the new funding limitations and conditions.

39. SEVERABILITY

The provisions of this Grant Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant Agreement.

40. SITE SECURITY

While on COMMERCE premises, GRANTEE, its agents, employees, and/or subgrantees/subcontractors shall conform in all respects with physical, fire, and other security policies or regulations.

41. SUBGRANTING/SUBCONTRACTING

- A. GRANTEE must execute binding agreements with all subgrantees/subcontractors that will perform work under this Grant Agreement.
- B. GRANTEE must ensure that any and all subgrantees/subcontractors that perform work related to this Project are duly authorized and licensed in Washington State to perform the work contemplated by this Grant Agreement.
- C. Neither the GRANTEE nor any subgrantee/subcontractor shall enter into subgrants/subcontracts for any of the work associated with the Project contemplated under this Grant Agreement without obtaining prior written approval of COMMERCE. In no event shall the existence of the subgrant/subcontract operate to release or reduce the liability of the GRANTEE to COMMERCE for any breach in the performance of the GRANTEE's duties. This clause does not include grants of employment between the GRANTEE and personnel assigned to perform work associated with the Project under this Grant Agreement.
- D. Additionally, the GRANTEE is responsible for ensuring that all terms, conditions, assurances, and certifications set forth in this Grant Agreement are carried forward to any subgrants/subcontracts. Every subgrant/subcontract shall include a term that COMMERCE and the State of Washington are not liable for Claims or damages arising from a subgrantee's/subcontractor's performance of the subgrant/subcontract. GRANTEE and its subgrantees/subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of COMMERCE or as provided by law.
- E. Data Collection - GRANTEE will submit reports, in a form and format to be provided by COMMERCE and at intervals as agreed by the parties, regarding work under this Grant

Agreement performed by subgrantees/subcontractors and the portion of grant funds expended for work performed by subgrantees/subcontractors, including, but not necessarily limited to, minority-owned, woman-owned, and veteran-owned business subgrantees/ subcontractors.

- F. The GRANTEE shall maintain written procedures related to subgrantees/subcontractors as well as copies of all subgrants and subcontracts and associated records. For cause, COMMERCE in writing may: (a) require the GRANTEE to amend its procedures for subgrantees/subcontractors as they relate to this Grant Agreement; (b) prohibit the GRANTEE from hiring subgrantees/subcontractors with a particular person or entity; or (c) require the GRANTEE to rescind or amend a subgrant or subcontract.
- G. The GRANTEE is responsible to COMMERCE if the subgrantee/subcontractor fails to comply with any applicable term or condition of this Grant Agreement. The GRANTEE shall appropriately monitor the activities of the subgrantee/subcontractor to assure fiscal conditions of this Grant Agreement. In no event shall the existence of a subgrant or subcontract operate to release or reduce the liability of the GRANTEE to COMMERCE for any breach in the performance of the GRANTEE's duties.
- H. Every subgrantee/subcontractor shall include a term that COMMERCE and the State are not liable for claims or damages arising from a subgrantee's/subcontractor's performance of the subgrant or subcontract.

42. SURVIVAL

The terms, conditions, and warranties contained in this Grant Agreement that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this Grant Agreement shall so survive including, without limitation, any Recapture provision in this Grant Agreement.

43. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the GRANTEE's income or gross receipts, and/or any other taxes, insurance, or expenses for the GRANTEE or its staff shall be the sole responsibility of the GRANTEE.

44. TERMINATION FOR CAUSE

In the event COMMERCE determines the GRANTEE has failed to comply with the conditions of this Grant Agreement in a timely manner, COMMERCE has the right to suspend or terminate this Grant Agreement. Before suspending or terminating the Grant Agreement, COMMERCE shall notify the GRANTEE in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant Agreement may be terminated or suspended.

In the event of termination or suspension, the GRANTEE shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant Agreement and the replacement or cover Grant Agreement and all administrative costs directly related to the replacement Grant Agreement (e.g., cost of the competitive bidding, mailing, advertising and staff time).

COMMERCE reserves the right to suspend all or part of the Grant Agreement, withhold further payments, or prohibit the GRANTEE from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the GRANTEE or a decision by COMMERCE to terminate the Grant Agreement. A termination shall be deemed a "Termination for Convenience" under General Terms and Conditions Section 45 (Termination for Convenience) if it is

determined that the GRANTEE: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Grant Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

45. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Grant Agreement, COMMERCE may, by 10 business days written notice, beginning on the second day after written notice is sent, terminate or suspend this Grant Agreement, in whole or in part. If this Grant Agreement is so terminated or suspended, COMMERCE shall be liable only for payment required under the terms of this Grant Agreement for services rendered or goods delivered prior to the effective date of termination or suspension.

46. TERMINATION OR SUSPENSION FOR LOSS OR REDUCTION OF FUNDING

The Washington State Constitution Article 8 Section 4 and RCW 43.88.130 and RCW 43.88.290 prohibit the expenditure or commitment of state funds in the absence of appropriation. In the event that funding or appropriation is not available at the time the request for reimbursement and supporting documentation are submitted, the issuance of payments will be delayed or suspended until such time as funds or appropriation become available. If funding does not become available within a reasonable time, COMMERCE may terminate the Grant Agreement, by notice to the GRANTEE Representative. Termination shall be effective as of the date of suspension.

If the Grant Agreement amount is not fully drawn down and should the Washington State Legislature fail to enact a budget appropriating funds to fulfill the contractual obligation outlined in this Grant Agreement by midnight of June 30 of each odd-number year, the GRANTEE shall immediately suspend all reimbursable work under this Grant Agreement and take all reasonable steps necessary to minimize the cost of performance directly attributable to such suspension until the suspension is cancelled. COMMERCE shall notify the GRANTEE immediately upon the lifting of the suspension.

Further, should there be any loss or suspension of federal funding that supports this Grant Agreement, the Grant Agreement may be immediately suspended by COMMERCE upon notice to the GRANTEE. Should federal funding that supports this Grant Agreement be terminated, this Grant Agreement and all obligations, including payment for work done under this Grant Agreement, will be terminated as of the date of the termination of the federal funding.

Payment for any work done on the Grant Agreement prior to the loss of funding shall be done in accordance with the requirements of the funding source.

47. TERMINATION PROCEDURES

Upon termination of this Grant Agreement, COMMERCE, in addition to any other rights provided in this Grant Agreement, may require the GRANTEE to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant Agreement as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the GRANTEE the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the GRANTEE and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant Agreement. COMMERCE may withhold from any amounts due the GRANTEE such sum as the

Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant Agreement.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the GRANTEE shall:

- 1) Stop work under the Grant Agreement on the date, and to the extent specified, in the notice;
- 2) Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant Agreement that is not terminated;
- 3) Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the GRANTEE under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all Claims arising out of the termination of such orders and subgrants/subcontracts;
- 4) Settle all outstanding liabilities and all Claims arising out of such termination of orders and subgrants/subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- 5) Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Grant Agreement had been completed, would have been required to be furnished to COMMERCE;
- 6) Complete performance of such part of the work associated with the Project as shall not have been terminated by the Authorized Representative; and
- 7) Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Grant Agreement, which is in the possession of the GRANTEE and in which COMMERCE has or may acquire an interest.

48. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the GRANTEE, for the cost of which the GRANTEE is entitled to be reimbursed as a direct item of cost under this Grant Agreement, shall pass to and vest in COMMERCE upon delivery of such property by the GRANTEE. Title to other property, the cost of which is reimbursable to the GRANTEE under this Grant Agreement, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant Agreement, or (ii) commencement of use of such property in the performance of this Grant Agreement, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the GRANTEE shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant Agreement.
- B. The GRANTEE shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the GRANTEE or which results from the failure on the part of the GRANTEE to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the GRANTEE shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The GRANTEE shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant Agreement

All reference to the GRANTEE under this clause shall also include GRANTEE'S employees, agents or subgrantees/subcontractors.

49. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant Agreement unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

ATTACHMENT A - SCOPE OF WORK

Funds awarded under this grant shall be used by City of Selah for Phase III renovation to the Civic Center Renovation project located at 216 S 1st Street, Selah, WA 98942 (Project).

This Project will include, but not be limited to:

- Demolition, including:
 - removal of flooring;
 - cleaning and surface preparation;
 - asbestos testing;
 - demolition as required.
- New Flooring: flooring and base in Main Hall, Back Hall, and Front Entry/Lobby.
- New Rooms and Interior Spaces, including:
 - relocation of business offices from Main Event Hall lobby to south-side space,
 - construction of a new restroom, shower and hallway in the Apple Room;
 - conversion of the back-hallway closet into a single shower;
 - revisions to entries for restrooms and utility room in back hallway.
- Repairs and Building Updates, including:
 - repairs to south side entrances;
 - repair and repainting of existing walls;
 - installation of gutters and downspouts;
 - relocation of electrical conduit and wiring;
 - upgrades to the mini-split A/C unit.
- Parking Lot Repairs, including:
 - filling holes;
 - replacement of alligatored (cracked) pavement sections;
 - crack sealing;
 - restriping.
- New south-side entry and lobby.

This Project will serve as a benefit to the public by completing Phase III renovations that modernize and extend the useful life of a heavily used public building that operates nearly 365 days a year. The improvements will expand the Civic Center's capacity to host a wider range of events, including the ability to accommodate multiple events simultaneously, thereby increasing community access to cultural, recreational, and civic programming. The Project will also add showers and related upgrades that enable the facility to function as a designated emergency shelter during wildfires, severe weather, and other natural disasters or emergencies. These enhancements strengthen community resilience, improve public safety, and ensure that the Civic Center remains a reliable, flexible, and accessible resource for residents year-round.

This Project is anticipated to be completed by February 2027.

Costs related to the work associated with the Project will only be reimbursed to the extent the work is determined by COMMERCE to be within the scope of the legislative appropriation.

ATTACHMENT A - SCOPE OF WORK, continued

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

GRANTEE

Mayor

TITLE

DATE

ATTACHMENT B - PROJECT BUDGET

<u>Line Item</u>	<u>Funding Amount</u>
Acquisition	
Architecture & Engineering	\$262,500.00
Construction	\$907,500.00
Capitalized Equipment	
Total Project Budget	\$1,170,000.00

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the Project Budget set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.

GRANTEE

Mayor

TITLE

DATE

ATTACHMENT C - CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT

Non-State Funds	Amount	
Pacific Power - PP& L Grant	\$150,000.00	
City of Selah - City Transportation Funds	\$50,000.00	
Total Non-State Funds	\$200,000.00	
State Funds	Amount	
State Capital Budget	\$970,000.00	
Total Non-State and State Funds	\$1,170,000.00	
Holdback:	5%	\$48,500.00

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that Project funding from sources other than those provided by this Grant Agreement and identified above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, and has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this Grant Agreement, as of the date and year written below. The GRANTEE shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project and shall make such records available for COMMERCE's review upon reasonable request.

GRANTEE

Mayor
TITLE

DATE

ATTACHMENT D - CERTIFICATION OF THE PAYMENT AND REPORTING OF PREVAILING WAGES

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that all contractors and subgrantees/subcontractors performing work on the Project shall comply with prevailing wage laws set forth in RCW 39.12, as applicable on the date the Project appropriation becomes effective, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The GRANTEE shall maintain records sufficient to evidence compliance with RCW 39.12 and shall make such records available for COMMERCE's review upon request.

If any state funds are used by the GRANTEE for the purpose of construction, applicable State Prevailing Wages must be paid.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

GRANTEE

Mayor
TITLE

DATE

**ATTACHMENT E - CERTIFICATION OF LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN
(LEED)**

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that it will enter into the Leadership in Energy and Environmental Design certification process, as stipulated in RCW 39.35D, as applicable to the Project funded by this Grant Agreement. The GRANTEE shall, upon receipt of LEED certification by the United States Green Building Council, provide documentation of such certification to COMMERCE.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.

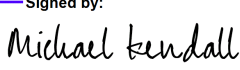
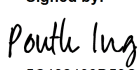
GRANTEE

TITLE

DATE

NOT APPLICABLE



Review & Approval	Signature	Date
CP Program Manager Michael Kendall	Signed by:  62904657E1694DD...	6/24/2026 7:32 AM PDT
Budget Analyst Pouth Ing	Signed by:  5C482409D59C453...	6/24/2026 9:48 AM PDT
Managing Director		
Deputy Assistant Director		

Certificate Of Completion

Envelope Id: FA920348-F9D4-8A86-8022-C93D315E8733

Status: Sent

Subject: Complete with DocuSign

Division:

Local Government

Program: Local Community Projects

ContractNumber: 26-96647-058

DocumentType: Contract

Source Envelope:

Document Pages: 37

Signatures: 2

Envelope Originator:

Certificate Pages: 6

Initials: 0

Lena Moore

AutoNav: Enabled

1011 Plum Street SE

Envelopeld Stamping: Enabled

MS 42525

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

Olympia, WA 98504-2525

lena.moore@commerce.wa.gov

IP Address: 198.238.75.153

Record Tracking

Status: Original

Holder: Lena Moore

Location: DocuSign

6/24/2026 7:07:25 AM

lena.moore@commerce.wa.gov

Security Appliance Status: Connected

Pool: StateLocal

Signer Events

Michael Kendall

mike.kendall@commerce.wa.gov

Capital Programs Section Manager

Washington State Department of Commerce

Security Level: Email, Account Authentication (None), Login with SSO

Signature

Signed by:

Michael Kendall

62904657E1694DD...

Timestamp

Sent: 6/24/2026 7:22:59 AM

Viewed: 6/24/2026 7:31:53 AM

Signed: 6/24/2026 7:32:05 AM

Signature Adoption: Pre-selected Style

Using IP Address: 174.231.131.72

Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 6/5/2023 1:23:32 PM

ID: 4de1ef47-86e3-4313-9442-5f34f3114b51

Pouth Ing

pouth.ing@commerce.wa.gov

Security Level: Email, Account Authentication (None), Login with SSO

Signed by:

Pouth Ing

5C482409D59C453...

Sent: 6/24/2026 7:32:07 AM

Viewed: 6/24/2026 9:31:54 AM

Signed: 6/24/2026 9:48:07 AM

Signature Adoption: Pre-selected Style

Using IP Address: 147.55.149.199

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Roger Bell, Mayor

roger.bell@selahwa.gov

Mayor

Security Level: Email, Account Authentication (None)

Sent: 7/6/2026 6:56:58 AM

Viewed: 7/7/2026 8:22:11 AM

Electronic Record and Signature Disclosure:

Accepted: 7/7/2026 8:22:11 AM

ID: c5fa4d70-cbf9-4ba6-993c-9576c332ce68

Addeline Craig

addeline.craig@commerce.wa.gov

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

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Signer Events	Signature	Timestamp
Erika Henry erika.henry@commerce.wa.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign Mark Barkley mark.barkley@commerce.wa.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Lena Moore lena.moore@commerce.wa.gov Security Level: Email, Account Authentication (None), Login with SSO Electronic Record and Signature Disclosure: Not Offered via DocuSign Lena Moore lena.moore@commerce.wa.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Carbon Copy Events	Status	Timestamp
Ty Jones, Public Works Director ty.jones@selahwa.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign Sheila Lee sheila.lee@commerce.wa.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps

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Sent: 6/24/2026 9:48:09 AM
Viewed: 7/6/2026 6:56:57 AM

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Sent: 7/6/2026 6:56:58 AM

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/24/2026 7:22:59 AM
Payment Events	Status	Timestamps
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Selah City Council

Regular Meeting

AGENDA ITEM SUMMARY

Meeting Date: 7/14/2026

Agenda Number: 10G

Action Item

Title: Resolution Authorizing the Mayor to Sign an Agreement with Yakima County to Revise the Corporate Boundary to Include an Additional Segment of Speyers Road

From: Ty Jones, Public Works Director

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: N/A

Funding Source: N/A

Background/Findings/Facts: The City desires to improve a segment of Speyers Road, specifically via a street project that would eliminate the sidewalk gap that currently exists between North 13th Street and Lander Road. However, a portion of this roadway section is currently within Yakima County's corporate boundaries. In order for the City to undertake the street project, the entire roadway section needs to be within the City's corporate boundaries.

Yakima County has prepared a proposed four-page Agreement (that also includes a one-page Exhibit A and a one-page Exhibit B, thus making the entire document six pages in length). A copy of the proposed Agreement is submitted with the instant AIS. If executed, the Agreement would extend the City's corporate boundaries on Speyers Road approximately 225 linear feet northwesterly of the Speyers Road-Lander Road intersection, thereby making the subject roadway section entirely within the City's corporate boundaries.

Both Yakima County staff and City staff believe that entering into the Agreement will increase public good, safety, and provide mutual benefits to the taxpayers of Yakima County and the City.

The Public Works Department requests that the City Council authorize the Mayor—via approval of the attached proposed Resolution—to sign the Agreement.

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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RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT
WITH YAKIMA COUNTY TO REVISE THE CITY'S CORPORATE BOUNDARY
TO INCLUDE AN ADDITIONAL SEGMENT OF SPEYERS ROAD

WHEREAS, the City desires to improve a section of Speyers Road, specifically via a street project that would fill an existing sidewalk gap that currently exists between North 13th Street and Lander Road; and

WHEREAS, a portion of this roadway section is currently within Yakima County's corporate boundaries rather than being within the City's corporate boundaries; and

WHEREAS, in order for the City to undertake the street project, the entire roadway section needs to be within the City's corporate boundaries; and

WHEREAS, Yakima County has prepared a proposed four-page Agreement (that also includes a one-page Exhibit A and a one-page Exhibit B, thus making the entire document six pages in length) that, if executed, would extend the City's corporate boundaries on Speyers Road approximately 225 linear feet northwesterly of the Speyers Road-Lander Road intersection (as detailed in Exhibit A and Exhibit B of the proposed Agreement), thereby making the subject roadway section entirely within the City's corporate boundaries; and

WHEREAS, the terms of the proposed Agreement are acceptable to City staff; and

WHEREAS, the City Council finds that good cause exists and that entering into the Agreement will increase public good, safety, and provide mutual benefits to the taxpayers of Yakima County and the City;

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 Agreement (with an overall length of six pages) with Yakima County in the form appended hereto.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 14th day of July, 2026.

ATTEST:

Roger Bell, Mayor

Courtney McGarity, City Clerk

APPROVED AS TO FORM:

Rob Case, City Attorney

**AGREEMENT
CITY OF SELAH AND YAKIMA COUNTY
REVISION OF CORPORATE BOUNDARY**

This agreement made between Yakima County (hereinafter referred to as “County”) and the City of Selah (hereinafter referred to as “City”) is as follows:

WHEREAS, RCW 35A.21.210 authorizes code cities and counties to revise any part of a corporate boundary of a city which “coincides with the centerline, edge, or any portion of a public street, road or highway right-of-way by substituting therefor a right-of-way line of the same public street, road or highway so as fully to include or fully to exclude that segment of the public street, road or highway from the corporate limits of the city” and,

WHEREAS, the parties believe that entering into this agreement will increase public good, safety and provide mutual benefits to the taxpayers of Yakima County and the City of Selah;

Now therefore, the parties agree to the following terms and conditions set forth below.

1. Purpose:

The City has applied for funding for the purpose of making improvements to Speyers Road, a County Road, for the benefit of the City. In order to allow the City to undertake the project, the County and City desire to execute an agreement that revises the corporate boundary of Speyers Road from the County to the City. This corporate boundary revision is appropriate as it will place the operation, maintenance, and future capital improvement authority in the responsibility of the primary investor and benefactor of the project.

2. Location:

The subject area is defined as Speyers Road and all of the associated Right of Way along its alignment from the intersection of Lander Road to the city limits. The area for corporate boundary adjustment is legally described on exhibit A and depicted on exhibit B attached to this agreement.

The City and County will not acquire any joint property pursuant to this agreement. The parties agree that the revision to City’s corporate boundary are not subject to review by the Yakima County Boundary Review Board pursuant to RCW 35A.21.210(2) and RCW 36.93.105(2).

3. Responsibility and Obligation:

The City will assume and undertake full responsibility for any and all actions and obligations regarding the Operation, Maintenance, and Future Capital Improvements for the subject location. The County will assume and undertake no responsibility for any and all actions and obligations regarding the Operation, Maintenance, and Future Capital Improvements for the subject location. For purposes of implementation of this agreement, the Public Works Director of the City and the

County Engineer of the County are jointly designated as responsible for implementing and administrating this agreement.

4. Liability and Indemnification:

The City shall protect, save, and hold harmless and indemnify at its own expense, the County, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever arising out of the City's performance of this agreement, including claims by the City's employees or third parties, except for those damages caused solely by the negligence or willful misconduct of the County, its elected and appointed officials, officers, employees, or agents.

The County shall protect, save, and hold harmless and indemnify at its own expense, the City, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever arising out of the County's performance of this agreement, including claims by the County's employees or third parties, except for those damages caused solely by the negligence or willful misconduct of the City, its elected and appointed officials, officers, employees, or agents.

5. Nondiscrimination:

Both parties agrees that they shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, age, marital status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 U.S.C. 12101 et. seq.), or any other applicable state, federal or local law, rule or regulation.

6. Disputes:

Should a dispute arise regarding this agreement, the parties hereto shall first meet and attempt in good faith to resolve their differences. In the event a mutually agreed resolution is not reached, then any litigation concerning enforcement or interpretation of any provision of this agreement shall be in Yakima County Superior Court.

7. Assignment:

Neither the City nor the County shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

8. Severability:

If one or more of the clauses of this agreement are found to be unenforceable, illegal, or contrary to public policy, the agreement will remain in full force and effect except for the clauses that are unenforceable, illegal, or contrary to public policy. The parties will replace the severed

provisions with one that is closest in meaning to the intent of the original provision that is not unenforceable, illegal or contrary to public policy.

9. Timing:

The City shall pass an Ordinance revising the City's corporate boundary of this agreement to include the real property described on exhibit A and depicted on exhibit B.

The County shall pass a Resolution approving the City's Ordinance revising its corporate boundary to include the real property described on exhibit A and depicted on exhibit B.

The revision of the City's corporate boundary will not become effective until the County's Resolution is passed by the Yakima County Commissioners.

10. Entirety & Amendment:

This agreement is the complete expression of the terms hereto and any oral representation or understandings that are not incorporated are excluded. This agreement merges and supersedes all prior negotiations, representations and agreements between the parties relating to the projects and constitutes the entire agreement between the parties regarding the scope of work identified above. The parties recognize that time is of the essence in the performance of the provisions of this agreement.

This agreement may be amended or modified only by written agreement duly executed by the parties hereto. The City shall record this agreement with the Yakima County Auditor after it has been approved by City and County.

11. Contract Waiver:

No waiver by either party of any term or condition of this agreement shall be deemed or construed to be a waiver of any other term or condition nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or different provision of this agreement. No waiver shall be effective unless made in writing.

12. Applicable Law & Venue:

The parties agree that this agreement shall be subject to Washington law for any interpretation of this agreement. Yakima County Superior Court shall be the venue of any mediation, or litigation arising out of this agreement.

13. Authority:

Each individual executing this agreement on behalf of the City and the County represent and warrants that such individuals are duly authorized to execute and deliver the agreement on behalf of the City and the County.

14. Recording:

The parties shall record this agreement with the Yakima County Auditor after it has been approved by the City and County. In the alternative, both parties may satisfy this requirement if they post a copy of the executed agreement on the city and counties websites.

IN WITNESS WHEREOF, authorized representatives of the parties hereto have signed their names in the spaces put forth below in execution of this agreement.

BOARD OF COUNTY COMMISSIONERS

CITY OF

LaDon Linde, Chair

Amanda McKinney, Commissioner

Kyle Curtis, Commissioner

DATED:

DATED:

Attest:

Attest:

Julie Lawrence, Clerk of the Board *or*
Erin Franklin, Deputy Clerk of the Board

Approved as to Form:

Approved as to Form:

Deputy Prosecuting Attorney

EXHIBIT A

April 16, 2026

City of Selah HLA Project No. 26006

Legal Description for Speyers Road Sidewalk Annexation

That portion of the right of way for Speyers Road lying within the Northwest Quarter of the Northwest Quarter of Section 35, Township 14 North, Range 18 East, W.M. described as follows:

Commencing at the intersection of the Northerly right of way line of Speyers Road with the West line of the East Half of said Northwest Quarter of the Northwest Quarter of Section 35:

Thence Northwesterly along said right of way line 50.00 feet to the Point of Beginning;

Thence Continuing Northwesterly along said right of way line to the West line of said Northwest Quarter of Section 35;

Thence Southerly along said West line to the Southerly right of way line of Speyers Road;

Thence Southeasterly along said Southerly right of way line to a point perpendicular to said Point of Beginning;

Thence Northeasterly to the Point of Beginning.

Situate in Yakima County, Washington.



EXHIBIT B

