



SELAH CITY COUNCIL

Study Session

September 23, 2025

4:30 p.m.– 5:30 p.m.: BDI



SELAH CITY COUNCIL

Regular Meeting

September 23, 2025

4:30 p.m.: Study Session
5:30 p.m.: Regular Scheduled Meeting

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

A yellow AIS cover page indicates an action item.

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



Selah City Council
Meeting Date: September 23, 2025
4:30 p.m.: Study Session
5:30 p.m.: Regular Meeting

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

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

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

AGENDA

- 1) **Call to Order – Mayor Bell**
- 2) **Roll Call**
- 3) **Registering in record of councilmember absence(s) as excused absence(s), per SMC 1.06.070**
- 4) **Pledge of Allegiance**
- 5) **Invocation with Don Cline of Selah Bible Baptist Church**
- 6) **Announcement of changes, if any, from previously published Agenda**
- 7) **Getting to know local businesses, agencies and/or people (up to 5 minutes total)**
- 8) **Comments from the public (up to 30 minutes total)**

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

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

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

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

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

9) **Proclamations/Announcements**

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

10) **Consent Agenda**

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

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

11) **General Business**

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

12) **Public Hearings – 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: October 14, 2025

Next Study Session: October 14, 2025



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 9/23/2025

Agenda Number: 10A

Action Item

Title: Approval of Meeting Minutes from September 9, 2025 Council Meeting

From: Courtney McGarity, City Clerk

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: N/A

Funding Source: N/A

Background/Findings/Facts: N/A

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

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

Date: **Action Taken:** None

City of Selah City Council
Regular Meeting Minutes
September 9, 2025



Call to Order

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

Roll Call

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

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

Pledge of Allegiance was said by all in attendance

Invocation

Josiah Sherk of Harvest Community Church provided prayer.

Pre-Arranged Oral Comments from the Public

- Pattie Graffe – Provided updates from Selah Downtown Association

Oral Comments by People in Attendance

- Russ Carlson – Spoke on new hires, position reclassifications, salary increases, continued program payouts and finance department issues

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 August 26, 2025 Council Meeting
- B. Kimberly Grimm * Approval of Claims & Payroll

- | | | |
|----|---------------------------|--|
| C. | Jennifer Leslie | * Minutes from June 17, 2025 & July 1, 2025 Planning Commission Meeting |
| D. | Rob Case | * Resolution Authorizing Payment to Selah Alliance for Equality (SAFE) for Creation and Installation of Mural |
| E. | Kimberly Grimm | * Resolution Authorizing the Mayor to Sign a Three-Page Order Form/Agreement with Springbrook Express |

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

Public Hearings & Meetings

- A. Public Information Meeting to Receive a Presentation by HLA Pertaining to the City's Wastewater Treatment Plant

Proclamations/Announcements

- A. Proclamation by the Mayor of Selah Regarding Mental Health Awareness

Resolutions

- | | | |
|----|----------------|--|
| A. | Kimberly Grimm | Resolution Reclassifying the Part-Time Office Assistant Position to a New Position of Financial Specialist, Approving a New Job Description, and Setting a Wage Range for the Position |
| B. | Kimberly Grimm | Resolution Authorizing the Mayor to Sign a Three-Page Order Form/Agreement with Springbrook Express |
-
- A. Councilmember Longmire made a motion to amend the description of supervision on the new job description. Councilmember Iverson seconded. Following a roll call vote by Courtney McGarity, City Clerk, all are in favor. The motion is passed. Councilmember Costello moved to approve the Resolution as amended. Councilmember Monaghan seconded. Following a roll call vote by Courtney McGarity, City Clerk, all are in favor. The motion is passed.
 - B. Councilmember Costello moved to approve the Resolution. Councilmember Monaghan seconded. Following a roll call vote by Courtney McGarity, City Clerk, Councilmembers Iverson, Peterson and Marquis are opposed; Councilmembers Longmire, Maxwell, Costello and Monaghan are in favor. The motion is passed.

Staff Reports/Announcements

The following staff members provided a department report:

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

Councilmember Reports

- Councilmember Longmire – Attended Steering Committee meeting
- Councilmember Iverson – Attended Steering Committee meeting; Selah Chamber meetings will resume at the end of September
- Councilmember Peterson – Fire Commissioners meeting tonight to discuss the draft for the new joint agreement
- Councilmember Maxwell – Yakima Valley Tourism meetings will resume at the end of September
- Councilmember Costello – Yakima County Emergency Management Systems executive board on 9/11
- Councilmember Monaghan – YVCOG scheduled for next week

City Attorney Report

No Report.

Mayor's Report

A conditional offer has been made to an internal candidate for the position of Assistant Fire Chief; Congratulations to the Police Department on their win at the annual Police vs Fire Softball Game; we met with WCIA today for an accuracy audit on City vehicles; as the City looks at the options for new computer purchases we believe the total cost of devices should be well under the \$45K approved at the previous Council meeting and a decision will be brought to Council on 9/23; there will be a ribbon cutting and dedication of the Wind Phone of Selah tomorrow evening at 6pm at Playland Park and all are invited; a Study Session will take place for BDI on 9/23 at 4:30pm.

Adjournment

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

Meeting ended at 7:09 p.m.

Roger Bell, Mayor

David Monaghan, Councilmember

Clifford Peterson, Councilmember

Elizabeth Marquis, Councilmember

Michael Costello, Councilmember

Melissa Maxwell, Councilmember

William Longmire, Councilmember

Jared Iverson, Councilmember

ATTEST:

Courtney McGarity, City Clerk



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 9/23/2025

Agenda Number: 10B

Action Item

Title: Approval of Claims and Payroll

From: Kimberly Grimm, City Clerk/Treasurer

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: See attached payroll and claims directories

Funding Source: N/A

Background/Findings/Facts: N/A

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

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

Date: **Action Taken: None**



Selah City Council

Regular Meeting

AGENDA ITEM SUMMARY

Meeting Date: 9/23/2025

Agenda Number: 10C

Action Item

Title: Resolution Amending the City's and Wage Ordinance, to Reflect the Reclassification of the Part-Time Office Assistant Position to Part-Time Financial Specialist

From: Rob Case, City Attorney

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: N/A by this action. The fiscal impact that could occur during 2026 was summarized via an AIS that was included within the Agenda for the preceding regular meeting on September 9, 2025.

Funding Source: N/A.

Background/Findings/Facts: On September 9, 2025, the City Council approved and adopted Resolution No. 3241. Such Resolution reclassified the part-time Office Assistant Position to a new label of (part-time) Financial Specialist, and, further, it established a new hourly wage range for the position.

The instant AIS and its accompanying proposed Ordinance are corollaries to Resolution No. 3241. Specifically, the City's current Salary and Wage Ordinance (which is Ordinance No. 2251) needs to be amended so as to reflect the position's new name/classification and new wage range. These updates are set forth toward the top of page 3 of the proposed Ordinance that is submitted with the instant AIS (whereas the position's former name/classification and former wage range were, similarly, set forth toward the top of page 3 of the preceding Ordinance No. 2251). In addition, the cross-references (to prior versions of the Salary and Wage Ordinance) contained within paragraph "f." on page 4 are also updated.

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

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

Date:	Action Taken:
09/09/2025	Resolution No. 3241: Resolution Reclassifying the Part-Time Office Assistant Position to a New Position of Financial Specialist, Approving a New Job Description for the Position, and Setting a Wage Range for the Position

ORDINANCE NO. _____

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

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

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

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

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

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

Executive

Administration

	<u>minimum</u>	<u>maximum</u>
City Administrator	\$10,080	\$11,825
Finance Director	\$9,030	\$10,638
City Attorney	\$13,545	\$15,824
City Clerk	\$6,720	\$7,879
HR & Community Outreach Spec.	\$4,594	\$5,362
Payroll & Accts. Payabl. Spclst.	\$4,594	\$5,362
Utility Billing Specialist	\$4,594	\$5,362
Court Clerk & Administrator	\$4,594	\$5,362

Community Services

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

Public Works

Administration & Utilities

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

Community Development

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

Wastewater Treatment Plant

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

Police Department

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

Fire Department

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

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

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

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

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

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

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

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

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

PASSED AND ORDAINED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 23rd day of September, 2025.

Roger Bell, Mayor

ATTEST:

Courtney McGarity, City Clerk

APPROVED AS TO FORM:

Rob Case, City Attorney



Selah City Council

Regular Meeting

AGENDA ITEM SUMMARY

Meeting Date: 9/23/2025

Agenda Number: 10D

Action Item

Title: Ordinance Amending Selah Municipal Code Subsection 4.32.030(13)

From: Rob Case, City Attorney

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: None by this action, though it is possible the City might receive slightly lessor revenues from business license fees.

Funding Source: N/A

Background/Findings/Facts: This is a minor update to the Selah Municipal Code (SMC), as required by state law. The update would increase the amount an out-of-town business can earn in the city earn without needing to obtain a City business license, specifically from \$2,000.00 per year to \$4,000.00 per year.

The City was required by state law – specifically RCW Chapter 35.90, which was enacted in 2017 – to adopt certain “model business license” provisions within its Selah Municipal Code (SMC). The City adopted the initially-required provisions via Ordinance No. 2064, which is dated December 11, 2018. Such Ordinance amended the preexisting contents of SMC Chapter 4.32, which Chapter is labeled “Business Registration”. One of the amendments established a monetary threshold, set forth within a newly-created SMC subsection 4.32.020(13), for when a business that does not maintain a location within the city either does or does not need to obtain a City business license (*i.e.*, whether the business is or is not “exempt” from needing to obtain a City business license) due to selling a certain amount of goods or services within the city. Such monetary threshold was initially set at \$2,000.00 per calendar year, because that was the then-applicable minimum threshold as set by a task force appointed by the Association of Washington Cities (AWC).

The AWC-appointed task force has now completed an inflation study and determined that the minimum monetary threshold should be increased to \$4,000.00 per calendar year. Cities are legally required to adopt the new minimum monetary threshold (or a greater threshold exceeding \$4,000.00, if any city chooses to do so) by January 1, 2026. In addition to changing the SMC, there are some additional logistical steps that must occur – such as notifying AWC and allowing time for AWC and the state to update their own records. Thus, AWC is requesting that the City update the SMC no later than October 1, 2025.

The proposed Ordinance submitted with this AIS would, if adopted, effectuate the necessary change. The change would take effect January 1, 2026.

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

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

Date:	Action Taken:
12/11/2018	Ordinance No. 2064; An Ordinance Amending Selah Municipal Code Chapter 4.32, Business Registration, Section 4.32.020, Definitions, to Include State Mandated Changes to the Definitions of “Engaging in Business” and Amending Section 4.32.030, Exemptions, to Include the State Mandated Threshold Exemption to Licensing, Requirements’ [sic] Providing for Severability; and Establishing an Effective Date

ORDINANCE NO. _____

ORDINANCE AMENDING SELAH MUNICIPAL CODE SUBSECTION 4.32.030(13)

WHEREAS, the City was required by state law – specifically RCW Chapter 35.90, which was enacted in 2017 – to adopt certain “model business license” provisions within its Selah Municipal Code (SMC); and

WHEREAS, the City adopted the initially-required provisions via Ordinance No. 2064, which is dated December 11, 2018. Such Ordinance amended the preexisting contents of SMC Chapter 4.32, which Chapter is labeled “Business Registration”. One of the amendments established a monetary threshold, set forth within a newly-created SMC subsection 4.32.020(13), for when a business that does not maintain a location within the city either does or does not need to obtain a City business license (*i.e.*, whether the business is or is not “exempt” from needing to obtain a City business license) due to selling a certain amount of goods or services within the city. Such monetary threshold was initially set at \$2,000.00 per calendar year, because that was the then-applicable minimum threshold as set by a task force appointed by the Association of Washington Cities (AWC); and

WHEREAS, the AWC-appointed task force has now completed an inflation study and determined that the minimum monetary threshold should be increased to \$4,000.00 per calendar year. Cities are legally required to adopt the new minimum monetary threshold (or a greater threshold exceeding \$4,000.00, if any city chooses to do so) by January 1, 2026. In addition to changing the SMC, there are some additional logistical steps that must occur – such as notifying AWC and allowing time for AWC and the state to update their own records. Thus, AWC is requesting that the City update the SMC no later than October 1, 2025; and

WHEREAS, the City Council finds that good cause exists to modify SMC subsection 4.32.030(13) as set forth in this Ordinance;

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

Section 1. Amendment of SMC 4.32.030(13). That the body of SMC subsection 4.32.030(13) be and is amended to read and provide as shown in the following editing marks (which are included in this Ordinance for ease of reference, but which shall be removed when the codifiers publish the official updated version of SMC subsection 4.32.030(13) on the internet):

4.32.030 Exemptions

The persons engaging in business not subject to the provisions of this chapter are:

...

(13) Any person or business whose annual value of products, gross proceeds of sales, or gross income of the business in the city is equal to or less than ~~two~~ four thousand dollars and who does not maintain a place of business within the city shall be exempt from the general business license requirements in this chapter. This exemption does not apply to business license requirements or activities that require a specialized permit. The business license fee shall not be refundable in the event a business licensed pursuant to this subsection unexpectedly earns less than the ~~two~~ four thousand dollar threshold.

Section 2. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 3. Corrections. The City Attorney and the codifiers of the SMC are authorized to make any necessary or desirable clerical or formatting changes – including but not limited to correcting scrivener errors; changing formatting; eliminating bold, italic and underscore emphasis; changing numbering; and correcting references – when publishing or republishing the official text of any section(s), chapter(s), title(s) or other portion(s) of the SMC due to any amendment, addition, alteration, change, impact or enactment effectuated by this Ordinance.

Section 4. Publishing & Effective Date. Consistent with RCW 35A.12.130 (3rd ¶) and .160 (1st and 2nd ¶¶), this Ordinance or a summary of it shall be published at least once in the City’s official newspaper prior to the Ordinance taking effect. If publishing has previously occurred, then this Ordinance – and the amendment to the SMC effectuated by this Ordinance – shall take effect on January 1, 2026.

PASSED AND ORDAINED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON,
this 23rd day of September, 2025.

Roger Bell, Mayor

ATTEST:

Courtney McGarity, City Clerk

APPROVED AS TO FORM:

Rob Case, City Attorney



Selah City Council

Regular Meeting

AGENDA ITEM SUMMARY

Meeting Date: 9/23/2025

Agenda Number: 10E

Action Item

Title: Resolution Authorizing the Mayor and City Staff to Sign a Supporting Investments in Economic Diversity (SIED) Contract with Yakima County for WSDOT-Required Traffic Studies Related to the City's Fruity Pebbles Project

From: Rocky Wallace, Public Works Director

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: The City will receive reimbursement of \$216,000.00 via grant funds. To receive such, the City must directly spend – without any reimbursement – \$54,000.00 (which constitutes a 20% match on the expected total expenditure of \$270,000.00.)

Funding Source: 111, Street Improvement Fund

Background/Findings/Facts: The City submitted a funding application to the Yakima County Development Association (YCDA), in pursuit of Supporting Investments in Economic Diversity (SIED) funds that could be used to conduct multiple WSDOT-required traffic studies related to the City's Fruity Pebbles Project. The expected total expenditure for such studies is \$270,000.00. The City was awarded a SIED reimbursement grant of \$216,000.00. To receive such reimbursement, the City must spend – without any reimbursement – \$54,000.00 (which constitutes a 20% match on the expected total expenditure of \$270,000.00). These studies are contemplated to occur during 2026, and, thus, an appropriation of \$54,000.00 will need to be included within the City's forthcoming 2026 budget. A written eight-page contract, labeled SIED Contract YC-2025-03, has been prepared and its terms are acceptable to City staff. Via the instant AIS, City staff is requesting the City Council to approve the attached proposed Resolution, thereby authorizing the Mayor, City Attorney and City Clerk to electronically sign the eight-page Contract.

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

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

Date:	Action Taken:

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE MAYOR AND CITY STAFF TO SIGN A
SUPPORTING INVESTMENTS IN ECONOMIC DIVERSITY (SIED) CONTRACT WITH
YAKIMA COUNTY FOR WSDOT-REQUIRED TRAFFIC STUDIES RELATED TO THE
CITY'S FRUITY PEBBLES PROJECT

WHEREAS, the City desires to conduct certain traffic studies required by WSDOT at various locations; and

WHEREAS, the City was awarded a reimbursement grant from Yakima County, specifically via a Supporting Investments in Economic Diversification (SEID) award, for the amount of \$216,000.00 conditioned on the City directly spending – without any reimbursement – the amount of \$54,000.00 on such studies; and

WHEREAS, Yakima County has drafted an eight-page “SIED Contract YC-2025-03”, to enable the City to receive such reimbursement; and

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

WHEREAS, the City Council finds that good causes exists;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON that the Mayor, City Attorney and City Clerk, each and all, be and are authorized to sign the eight-page SIED Contract YC-2025-03 with Yakima County in the form appended hereto.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 23rd day of September, 2025.

Roger Bell, Mayor

ATTEST:

Courtney McGarity, City Clerk

APPROVED AS TO FORM:

Rob Case, City Attorney



BOARD OF YAKIMA COUNTY COMMISSIONERS

Agenda Request Form (ARF)

Deliver completed ARF and finalized agenda item to the Clerk or Deputy Clerk of the Board at the Yakima County Commissioners' Office, Room 232.

Prepared by: _____

Department: _____

Requested Agenda Date: _____

Presenting: _____

Board of County Commissioners Record Assigned

#

Action Requested – Check Applicable Box:

☐ PASS RESOLUTION

☐ EXECUTE or AMEND

☐ PASS ORDINANCE

AGREEMENT, CONTRACT, or GRANT

☐ ISSUE PROCLAMATION

☐ OTHER _____

Document Title:

Background Information:

Describe Fiscal Impact:

Summary & Recommendation:

Department Head/Elected Official Signature

Corporate Counsel Initial (for Agreements Only)

**YAKIMA COUNTY
and
CITY OF SELAH
(WSDOT Traffic Study)**

1. PARTIES

This Supporting Investments in Economic Diversification (hereinafter referred to as SIED) Contract is made by and between Yakima County (hereinafter referred to as **the County**) whose address is 128 North Second Street, County Courthouse, Room 102, Yakima, Washington 98901, and **the City of Selah** (hereinafter referred to as **the City**) whose address is 115 W. Naches Ave., Washington 98942. Notices between the parties shall be made where and as provided for on Page 7, Section 22, NOTICES.

2. TERM

This Contract takes effect upon execution hereof by the authorized representatives of both parties and continues in effect until all payments required under Section 5, MUTUAL CONSIDERATION, Subsection B. REPAYMENT OF COUNTY LOAN, have been made or until terminated as provided for in Section 8, SUSPENSION, TERMINATION, AND CLOSEOUT, provided, the County's right under Section 5, MUTUAL CONSIDERATION, Subsection D. OWNERSHIP AND USE, to use the Project shall continue so long as the Project remains in use.

3. PURPOSE

The purpose of this Contract is to provide for the construction of certain infrastructure improvements (hereinafter referred to as **the Project**) using certain County funds designated for such infrastructure. The Project will fund three WSDOT required traffic studies and a project feasibility study. The traffic studies include the following: Travel Time and Seed Study, Origins and Destinations Study, Intersection Control Analysis. The feasibility study will include new access options, new roadway alignment options, preliminary right-of-way analysis, preliminary environmental evaluation, and project cost estimates..

4. RECITALS

- A. The Parties make this Contract based on and in recognition of certain relevant facts and circumstances including:
- B. Sales and use taxes are collected in and for the County under authority of RCW 82.14.370 and Yakima County Code 3.10.010 for the purpose of financing public facilities in the County, and the proceeds are deposited in the Yakima County Infrastructure Fund (also referred to as SIED Fund), according to YCC 3.10.040.
- C. The City proposes to construct the Project with a combination of City, private, and County funds, including **\$216,000.00 from the SIED Fund, in the form of a grant**, and thereafter to own and operate the Project for the benefit of the City and the County.

- D. RCW 82.14.370 was adopted to serve the goals of promoting business in rural distressed areas, providing family wage jobs and the development of communities of excellence in such areas, and the parties expect the Project to further these goals.
- E. RCW 43.160 and 43.160.020 adopted and amended for related purposes with those of RCW 82.14.370, define public facilities to include various buildings, structures and works, such as the Project.
- F. The County, under authority of RCW 36.01.085, and by agreement of February 19, 1999, has engaged the Yakima County Development Association, also known as New Vision, to provide administrative and technical assistance in furtherance of the County's economic development.
- G. The County has also created the SIED Board to review applications for grants from the SIED Fund and make recommendations for SIED Fund investments based on commitment of other funds, potential for resulting job creation, and other factors.
- H. New Vision has investigated the Project and assisted in preparing the pending application for SIED funds, and the SIED Board has reviewed the application for SIED funds and has recommended approval.
- I. The SIED Fund balance is sufficient to make the requested contribution to the Project.
- J. RCW 39.34 authorizes interlocal agreements whereby municipal governments may jointly exercise the powers granted to each.

5. MUTUAL CONSIDERATION

- A. **COUNTY GRANT**—The County shall *grant Two Hundred Sixteen Thousand Dollars and Zero Cents (\$216,000.00)* to the City for the Project described herein. **This grant shall be by County warrant drawn on the SIED Fund and payable to the City within 30 days of the County's receipt of a signed copy of the Project engineer's certificate that 50 percent of the work on the Project has been completed and the City's invoice for said grant.**

The Project must be at least 50 percent completed three years from the date this contract is approved by the County. If the project is not at least 50 percent complete by this date, the grant portion of this agreement will be terminated and the City will not receive the grant in the amount of Two Hundred Sixteen Thousand Dollars and Zero Cents (\$216,000.00)

The above contract provision is specifically bargained for by the County and the City agrees to it. The County shall have the unilateral power to determine if the project is fifty (50) percent complete by the three (3) year period from execution. The parties agree that in the event that this contract term is invoked by the County that it will hold the County harmless and release the County from any and all claimed actual and/or consequential damages that may result from the County's decision to withhold the Grant funds if the City does not meet the fifty percent building requirement.

- B. **OWNERSHIP AND USE**—The City shall construct, own, maintain, and operate the Project as a part of its public infrastructure for economic development, available for use by manufacturing and industrial concerns proximate to the Project. The City shall also permit the use of the Project by the County and its departments on like terms with other users, at such time as the Board of Yakima County Commissioners may deem expedient. For purposes of this paragraph, ownership, maintenance, and operation of the Project or any portion thereof by another municipality, under any conveyance or dedication, which is subject to and preserves the County's right of use, shall be deemed ownership, maintenance, and operation by the City.

6. RECORDS, REPORTS AND AUDITS

The City agrees to maintain such records, make such reports, and follow such procedures as may be required by the County, pertaining to this Contract. All records pertaining to this Contract and work undertaken hereunder shall be retained by the City for a period of seven years after final audit unless a longer period is required to resolve audit findings or litigation. The County and other authorized representatives of the State and Federal government shall have access to any books, documents, papers, and records of the City, which pertain to this Contract or work undertaken hereunder for the purpose of making audit, examination, excerpts, and transcriptions.

7. RELATIONSHIP OF PARTIES AND AGENTS

- A. The relationship of the City to the County, with regard to construction of the Project, shall be that of an independent contractor rendering professional services. The City shall have no authority to execute contracts or to make commitments on behalf of the County and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the County and the City.
- B. The City represents that it has or will secure at its own expense all personnel, contractors, and/or subcontractors required in order to perform work under this Contract. Such personnel shall not be employees of the County. All such personnel, contractors, and/or subcontractors shall be fully qualified and authorized/permitted under State and/or local law to perform such services.
- C. All services required hereunder will be performed by the City or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State or local law to perform such services.

8. SUSPENSION, TERMINATION, AND CLOSEOUT

- A. If the City fails to comply with the terms and conditions of this Contract, the County may pursue such remedies as are legally available, including, but not limited to, the suspension or termination of this Contract in the manner specified herein:
- B. **SUSPENSION**—If the City fails to comply with terms and conditions of this Contract, or whenever the City is unable to substantiate full compliance with provisions of this Contract, the County may suspend this Contract pending corrective action or investigation,

effective not less than seven days following written notification to the City or its authorized representative. The suspension will remain in full force and effect until the City has taken corrective action to the satisfaction of the County and is able to substantiate its full compliance with the terms and conditions of this Contract. No obligations incurred by the City or its authorized representative during the period of suspension will be allowable under this Contract, except:

- I. Reasonable, proper, and otherwise allowable costs which the City could not avoid during the period of suspension;
- II. Otherwise, allowable costs incurred during the period of suspension, if upon investigation, the County is satisfied of the City's compliance with the terms and conditions of this Contract to the extent of the compensation claimed by the City.

C. **TERMINATION FOR CAUSE**—If the City fails to comply with the terms and conditions of this Contract and any of the following conditions exist:

- I. The lack of compliance with the provisions of this Contract were of such scope and nature that the County deems continuation of this Contract to be substantially detrimental to the interests of the County;
- II. The City has failed to take satisfactory action as directed by the County or its authorized representative within the time period specified by same;
- III. The City has failed within the time specified by the County or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this Contract; then,
- IV. The County may terminate this Contract in whole or in part, and thereupon shall notify the City of termination, the reasons therefore, and the effective date, provided such effective date shall not be prior to notification of the City. After this effective date, no charges incurred under any terminated portions outlined in the application for funding are allowable.

D. **TERMINATION FOR OTHER GROUNDS**—This Contract may also be terminated in whole or in part by mutual consent and written agreement setting forth the conditions of termination, including effective date and, in case of termination in part, that portion to be terminated.

9. COPYRIGHT RESTRICTION

No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the City.

10. COMPLIANCE WITH LAWS

The County and the City shall comply with all applicable laws, ordinances, and codes of the Federal, State, and local governments with regard to the performance of this Contract.

11. TITLE VI OF THE CIVIL RIGHT ACT OF 1964

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

12. SECTION 109—HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

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

13. AGE DISCRIMINATION ACT OF 1975 (As Amended)

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

14. SECTION 504 OF THE REHABILITATION ACT OF 1973 (As Amended)

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

15. INTEREST OF AGENTS AND OFFICERS OF THE COUNTY AND THE CITY

No member of the governing body of either party and no other officer, employee, or agent of either party who exercises any functions or responsibilities in connection with the planning or carrying out of the Project shall have any personal financial interest, direct or indirect, in this Contract.

16. HOLD HARMLESS AND INDEMNITY

The City shall indemnify and hold harmless the County, its officers, agents, and employees, from all liability, loss or damage, including costs of defense they may suffer as a result of claims, demands, actions costs, or judgments which result from the activities to be performed by the City, its agents, employees, or subcontractors pursuant to this Contract.

17. PUBLIC LIABILITY

The City or its contractor(s) shall maintain for the duration of work under this Contract, issued on an occurrence basis, comprehensive liability insurance with a combined single limit of not less than five million dollars (\$5,000,000.00) from a company authorized to provide insurance in the State of Washington. Said policies shall provide that the policy shall not be canceled or altered by any party without written notice to Yakima County, delivered not less than 30 days prior to such cancellation or alteration. Applicant certifies that comprehensive liability insurance with a combined single limit of not less than \$5,000,000.00 is in effect.

18. ASSIGNABILITY

The City shall not assign any interest in this Contract and shall not transfer any interest in this Contract (whether by assignment or novation) without prior written consent of the County thereto, provided, however, that claims for money by the City from the County under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the County by the City.

19. NON-WAIVER

The failure of either party to insist upon strict performance of any provision of this Contract or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Contract.

20. CONTRACT MODIFICATIONS

It is mutually agreed and understood that no modification or waiver of any clause or condition of this Contract is binding upon either party unless such modification or waiver is in writing and executed by the County and the City.

21. SEVERABILITY

If any portion of this Contract is changed per mutual contract or any portion is held invalid, the remainder of this Contract shall remain in full force and effect.

22. NOTICES

A. Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties to their addresses as follows:

TO CITY: Roger Bell
Mayor
115 W. Naches Ave.
Selah, WA 98942

TO COUNTY: Brian Carlson, Financial Services Director
128 North Second Street, Room 232
Yakima, WA 98901

or to such other addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

23. INTEGRATION

This Contract contains all terms and conditions agreed to by the County and the City. There are no other oral or written agreements between the City and County as to the subjects contained herein. No changes or additions to this Contract shall be valid or binding upon either party unless such change or addition be in writing and executed by both parties.

24. GOVERNING LAW AND VENUE

All questions of the validity, construction, and application of this Contract shall be governed by the laws of the State of Washington. Venue for any suit between the parties arising out of this Contract shall be the Superior Court of Yakima County, Washington.

25. FILING

Upon execution by the authorized representatives of the parties, a copy of this Contract shall be promptly filed with the Yakima County Auditor pursuant to RCW 39.34.040.

* * * * *

IN WITNESS WHEREOF, the County and the City have executed this Contract as of the date and year last written below.

CITY OF SELAH

BOARD OF COUNTY COMMISSIONERS

Roger Bell, Mayor

Amanda McKinney, Chair

Approved as to Form:

Kyle Curtis, Commissioner

City Attorney

LaDon Linde, Commissioner

Approved as to Form:

Attest:

Dan Clark, Deputy Prosecuting Attorney

City Clerk

CONTRACT AUTHORIZATION

Attest:

Date

Julie Lawrence, Clerk of the Board

Date



Selah City Council

Regular Meeting

AGENDA ITEM SUMMARY

Meeting Date: 9/23/2025

Agenda Number:

Action Item

Title: Resolution Authorizing the Mayor or His Designee to Sign an Interagency Agreement with the Washington State Department of Commerce for the City to Receive Funding to be Applied Toward Completing a Periodic Update of its Comprehensive Plan

From: Steve Zetz, Community Development Supervisor

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: \$40,625 for work occurring from July 1, 2025 through June 30, 2026, and \$21,875 for work occurring from July 1, 2026 through December 31, 2026. The City will be fully reimbursed by Commerce.

Funding Source: 001, General Fund

Background/Findings/Facts: The City is required to complete a periodic update of its Comprehensive Plan. The Washington State Department of Commerce (Commerce) has prepared a 14-page proposed contract, labeled Interagency Agreement, whereby the City can obtain sizeable reimbursements – \$40,625 and \$21,875 – for having this work done. The work will be performed by HLA Engineering and Land Surveying, Inc. (HLA), which entity serves as one of the City's retained consultants. The terms of the Interagency Agreement are acceptable to City staff. A full reimbursement should occur, as the City is not required to supply any matching funds.

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

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

Date:	Action Taken:

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO SIGN AN
INTERAGENCY AGREEMENT WITH THE WASHINGTON STATE DEPARTMENT OF
COMMERCE FOR THE CITY TO RECEIVE FUNDING TO BE APPLIED TOWARD
COMPLETING A PERIODIC UPDATE OF ITS COMPREHENSIVE PLAN

WHEREAS, the City has been tasked with updating its Comprehensive Plan; and

WHEREAS, the Washington State Department of Commerce (Commerce) is making funds available to municipalities that can be applied toward this task; and

WHEREAS, Commerce has prepared a proposed 14-page contract, labeled Interagency Agreement, whereby the City can receive \$40,625.00 for the periodic update work occurring from July 31, 2025 through June 30, 2026, and also \$21,875.00 for work occurring from July 1, 2026 through December 31, 2026; and

WHEREAS, the terms of the proposed Interagency 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 or his designee is authorized to sign and enter into the 14-page Interagency Agreement in the form appended hereto.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 23rd day of September, 2025.

Roger Bell, Mayor

ATTEST:

Courtney McGarity, City Clerk

APPROVED AS TO FORM:

Rob Case, City Attorney

Selah Year 2 and Extension PUG

Attachment A: Scope of Work

Tasks & Deliverables	Description– Year 2 contract	End Date
Task 7	Summarize key milestones, engagement results and outcomes from public outreach events and messages	
Deliverable 7	D7: Public participation report	May 15, 2026
Task 8:	Prepare draft elements of Comprehensive Plan	
Deliverable 8	D8: Draft Comprehensive Plan Elements • Land Use • Economic Development • Parks and Recreation	May 15, 2026
Deliverable 9	D9: Draft Comprehensive Plan Elements • Transportation • Capital Facilities Plan • Utilities	May 15, 2026
Deliverable 10	D10: Draft Comprehensive Plan Elements • Housing	May 15, 2026
Task 11	Identify Critical Areas Ordinance changes, based on the Commerce Checklist, consistent with GMA amendments and Comprehensive Plan	
Deliverable 11	D11: Critical Areas Ordinance summary report	May 15, 2026
Task 12	Identify Development Regulations Ordinance changes, based on the Commerce Checklist, consistent with GMA amendments and Comprehensive Plan	
Deliverable 12	D12: Development Regulations Ordinance summary report	May 15, 2026

Selah Year 2 and Extension PUG

Tasks & Deliverables	Description– Extension contract	End Date
Task 13	Draft formal language acknowledging fulfillment of statutory duties, summarizing key milestones, and confirming completion of the update	
Deliverable 13	D13: Draft resolution on Comprehensive Plan to Council	November 13, 2026
Task 14	Draft Critical Areas Ordinance consistent with GMA amendments and Comprehensive Plan for Council Consideration	
Deliverable 14	D14: Draft Critical Areas Ordinance to Council	November 13, 2026
Task 15	Draft Development Regulations Ordinance consistent with GMA amendments and Comprehensive Plan for Council consideration	
Deliverable 15	D15: Draft Development Regulations Ordinance to Council	November 13, 2026

Selah Year 2 and Extension PUG

Attachment B: Budget

Deliverable – Year 2 contract	SFY26 Amount
D7: Public participation report	\$2,500
D8: Draft Comprehensive Plan Elements • Land Use • Economic Development • Parks and Recreation	\$10,000
D9: Draft Comprehensive Plan Elements • Transportation • Capital Facilities Plan • Utilities	\$10,000
D10: Draft Comprehensive Plan Elements • Housing	\$8,125
D11: Critical Areas Ordinance Summary Report	\$5,000
D12: Development Regulations Summary Report	\$5,000
Contract Total (State Fiscal Year 2026 only)	\$40,625

Deliverable – Extension contract	SFY27 Amount
D13: Draft resolution on Comprehensive Plan to Council	\$5,875
D14: Draft Critical Areas Ordinance to Council	\$6,000
D15: Draft Development Regulations Ordinance to Council	\$10,000
Contract Total (State Fiscal Year 2027 only)	\$21,875



Interagency Agreement with

City of Selah

through

Growth Management Services

**Contract Number:
26-63114-263**

For

GMA Periodic Update Grant – FY2026

Dated: Date of Execution

Table of Contents

TABLE OF CONTENTS.....	2
FACE SHEET	3
SPECIAL TERMS AND CONDITIONS.....	4
1. AUTHORITY	4
2. ACKNOWLEDGEMENT OF CLIMATE COMMITMENT ACT FUNDING	4
3. CONTRACT MANAGEMENT	4
4. COMPENSATION	4
5. BILLING PROCEDURES AND PAYMENT	4
6. SUBCONTRACTOR DATA COLLECTION	6
7. INSURANCE	6
8. FRAUD AND OTHER LOSS REPORTING	6
9. ORDER OF PRECEDENCE	6
GENERAL TERMS AND CONDITIONS	7
1. DEFINITIONS	7
2. ALL WRITINGS CONTAINED HEREIN	7
3. AMENDMENTS.....	7
4. ASSIGNMENT	7
5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION	7
6. COPYRIGHT	8
7. DISPUTES	9
8. GOVERNING LAW AND VENUE.....	9
9. INDEMNIFICATION	9
10. LICENSING, ACCREDITATION AND REGISTRATION	9
11. RECAPTURE	9
12. RECORDS MAINTENANCE	9
13. SAVINGS	9
14. SEVERABILITY.....	10
15. SUBCONTRACTING	10
16. SURVIVAL	10
17. TERMINATION FOR CAUSE.....	10
18. TERMINATION FOR CONVENIENCE.....	11
19. TERMINATION PROCEDURES	11
20. TREATMENT OF ASSETS	12
21. WAIVER	12
ATTACHMENT A: SCOPE OF WORK.....	13
ATTACHMENT B: BUDGET	14

Face Sheet

Contract Number: 26-63114-263

**Local Government Division
Growth Management Services
GMA Periodic Update Grant (PUG)**

1. Contractor City of Selah 115 W Naches Ave. Selah, WA 98942		2. Contractor Financial Representative Kimberly Grimm Finance Director Kimberly.Grimm@selahwa.gov	
3. Contractor Representative Steve Zetz Community Development Supervisor stephen.zetz@selahwa.gov		4. COMMERCE Representative Deanah Watson Senior Planner deanah.watson@commerce.wa.gov	
5. Contract Amount \$40,625		6. Funding Source Federal: ☐ State: ☒ Other: ☐ N/A: ☐	
7. Start Date Date of Execution		8. End Date June 30, 2026	
9. Federal Funds (as applicable) N/A		Federal Agency: N/A	
10. Tax ID # N/A		11. SWV # SW0007717-00	
12. UBI # 392-000-174		13. UEI # N/A	
14. Contract Purpose Grant funding to assist the City of Selah with planning work for the completion of the Growth Management Act (GMA) requirement to review and revise the comprehensive plan and development regulations under RCW 36.70A.130(5). COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget.			
FOR CONTRACTOR		FOR COMMERCE	
Copy – do not sign			
Roger Bell, Mayor City of Selah Date		Mark K. Barkley, Assistant Director Local Government Division Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

Special Terms and Conditions

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. ACKNOWLEDGEMENT OF CLIMATE COMMITMENT ACT FUNDING

If this Agreement is funded in whole or in part by the Climate Commitment Act, Grantee agrees that any website, announcement, press release, and/or publication (written, visual, or sound) used for media-related activities, publicity, and public outreach issued by or on behalf of Grantee which reference programs or projects funded in whole or in part with Washington's Climate Commitment Act (CCA) funds under this Grant, shall contain the following statement:

"The [PROGRAM NAME / GRANT / ETC.] 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."

The Grantee agrees to ensure coordinated Climate Commitment Act branding on work completed by or on behalf of the Grantee. The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at [CCA brand toolkit](#), including:

- A. Any project related website or webpage that includes logos from other funding partners;
- B. Any publication materials that include logos from other funding partners;
- C. Any on-site signage including pre-during Construction signage and permanent signage at completed project sites; and
- D. Any equipment purchased with CCA funding through a generally visible decal.

3. CONTRACT 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 Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

4. COMPENSATION

COMMERCE shall pay an amount not to exceed **forty thousand six hundred twenty-five dollars (\$40,625)**, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

5. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services and deliverables provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The parties agree this is a performance-based contract intended to produce the deliverables identified in Scope of Work (Attachment A). Payment of any invoice shall be dependent upon COMMERCE'S acceptance of Contractor's performance and/or deliverable. The invoices shall describe and document, to COMMERCE's satisfaction, deliverables or a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 26-63114-263. If

expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

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

Contract funds must be used only for work covered by this Agreement. All back-up documents including but not limited to, consultant or subcontractor invoices, receipts, expense reports, staff time and expenses related to contract work, must be maintained by the Contractor. COMMERCE may request additional documents, but it is not required to be submitted with initial submittal of the invoice and completed deliverables. Back-up documentation should be retained during the life of the contract, as well as anytime past that to be compliant with Contractor's records retention policies.

Invoices and End of Fiscal Year

Final invoices for a state fiscal year may be due sooner than the 30th and Commerce will provide notification of the end of fiscal year due date.

The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Grant Timeline

COMMERCE will pay the Contractor for costs incurred beginning July 1, 2025, for services and COMMERCE will reimburse the Contractor beginning July 1, 2025, for costs paid performing work as described under this Agreement.

Allowable expenses for the performance of work and submission of completed deliverables to COMMERCE are eligible for reimbursement under this Contract from July 1, 2025, cost date listed above, through June 30, 2026, end date listed on the Face Sheet, subject to reimbursement requirements stated herein. Commerce shall not reimburse Contractor expenses for activities outside this period.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

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

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final deliverable (or completion of the project, final report, etc.).

Line Item Modification of Budget

- A. Notwithstanding any other provision of this Contract, the Contractor may, at its discretion, make one-time modification or modifications to line items in the Budget (Attachment B), reallocating no more than twenty percent (20%) of the overall contract budget.

- B. The Contractor shall notify COMMERCE in writing (by email) when proposing any budget modification to the Budget (Attachment B). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this Contract that would cause reallocation of line items amounts to exceed the twenty percent (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 Budget. Each party to this Contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available as set forth in Section 4 of this Contract, nor does this section allow any proposed changes to the Scope of Work, including Tasks/Work Items and Deliverables under Attachment A, without specific written approval from COMMERCE by amendment to this Contract

6. SUBCONTRACTOR DATA COLLECTION

Contractor 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 Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

7. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

8. FRAUD AND OTHER LOSS REPORTING

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

9. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

General Terms and Conditions

1. DEFINITIONS

As used throughout this Contract, 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. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "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, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

This Contract 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.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

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

- i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;

- ii. All material produced by the Contractor that is designated as “confidential” by COMMERCE; and
 - iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract 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 Contractor 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 state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days 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.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract 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 the Materials are not considered “works for hire” under the U.S. Copyright laws, the Contractor 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, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby 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 Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, 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 Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract 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.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

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

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract 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 Contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Contract, 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 six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. 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 Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day

notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this Contract 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 Contract.

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

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

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

COMMERCE reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the Contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (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 Contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

18. TERMINATION FOR CONVENIENCE

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

19. TERMINATION PROCEDURES

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

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor 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 Contract. COMMERCE may withhold from any amounts due the Contractor 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 Contract.

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

- A. Stop work under the Contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract that is not terminated;
- C. 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 Contractor under the orders and 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 subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and 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;
- E. 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 Contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. 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 Contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this Contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Contract, or (ii) commencement of use of such property in the performance of this Contract, 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 Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Contract.
- B.** The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C.** If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D.** The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E.** All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. 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 Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Attachment A: Scope of Work

Tasks & Deliverables	Description– Year 2 contract	End Date
Task 7	Summarize key milestones, engagement results and outcomes from public outreach events and messages	
Deliverable 7	D7: Public participation report	May 15, 2026
Task 8:	Prepare draft elements of Comprehensive Plan	
Deliverable 8	D8: Draft Comprehensive Plan Elements • Land Use • Economic Development • Parks and Recreation	May 15, 2026
Deliverable 9	D9: Draft Comprehensive Plan Elements • Transportation • Capital Facilities Plan • Utilities	May 15, 2026
Deliverable 10	D10: Draft Comprehensive Plan Elements • Housing	May 15, 2026
Task 11	Identify Critical Areas Ordinance changes, based on the Commerce Checklist, consistent with GMA amendments and Comprehensive Plan	
Deliverable 11	D11: Critical Areas Ordinance summary report	May 15, 2026
Task 12	Identify Development Regulations Ordinance changes, based on the Commerce Checklist, consistent with GMA amendments and Comprehensive Plan	
Deliverable 12	D12: Development Regulations Ordinance summary report	May 15, 2026

Attachment B: Budget

Deliverable – Year 2 contract	SFY26 Amount
D7: Public participation report	\$2,500
D8: Draft Comprehensive Plan Elements • Land Use • Economic Development • Parks and Recreation	\$10,000
D9: Draft Comprehensive Plan Elements • Transportation • Capital Facilities Plan • Utilities	\$10,000
D10: Draft Comprehensive Plan Elements • Housing	\$8,125
D11: Critical Areas Ordinance Summary Report	\$5,000
D12: Development Regulations Summary Report	\$5,000
Contract Total (State Fiscal Year 2026 only)	\$40,625