



SELAH CITY COUNCIL

Regular Meeting

February 11, 2025

5:30 p.m.: Regular Scheduled Meeting

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

A yellow AIS cover page indicates an action item.

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



Selah City Council
Meeting Date: February 11, 2025
5:30 p.m.: Regular Meeting

Mayor:
Mayor Pro Tempore
and Councilmember:
Councilmembers:

Roger Bell

Kevin Wickenhagen
Jared Iverson
Elizabeth Marquis
Clifford Peterson
William Longmire
Michael Costello
David Monaghan

Rich Huebner
Rob Case
Courtney McGarity

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

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 Jason Williams of Harvest Community 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 in order 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 a joint motion, without any discussion or debate. However, upon the request of any Councilmember an item will be removed from the Consent Agenda, will be addressed separately, and will be subject to discussion and debate.*

A. Courtney McGarity * Approval of Minutes from January 28, 2024 Council Meeting

B. Kimberly Grimm * Approval of Claims & Payroll

C. Chief Lange * Resolution Authorizing the Fire Department to Purchase One Fire Department Command Vehicle

11) **Public Hearings** – None

12) **General Business**

A. New Business – None

B. Old Business – None

13) **Resolutions**

A. Rich Huebner Resolution Approving 2025 Funding Recommendations of the Lodging Tax Advisory Committee (LTAC) and Authorizing the City Administrator to Execute Contracts with Recipient Agencies

B. Rich Huebner Resolution, Due to Special Circumstances, Approving a Waiver of Fees Associated with the Preliminary Plat Process for Torkelson Construction for Eagle Ridge Development Phases 2, 3 and 4

C. Rich Huebner Resolution Approving and Authorizing the Mayor to Execute a Letter of Agreement with Teamsters Local No. 760 to Correct a Typo in the Monthly Base Compensation Rate Table of the current 2024-2026 Collective Bargaining Agreement with the Selah Police Department's Records, Clerical, and Limited Commission Employees

14) **Ordinances**

- | | | |
|----|----------------|---|
| A. | Rob Case | Ordinance Repealing Preexisting Selah Municipal Code Chapter 9.06 and Enacting a New Selah Municipal Coded Chapter 12.03 |
| B. | Rob Case | Ordinance Enacting a New Selah Municipal Coded Chapter 12.04 |
| C. | Rob Case | Ordinance Enacting a New Selah Municipal Coded Chapter 12.05 |
| D. | Rob Case | Ordinance Repealing Preexisting Version of Selah Municipal Code Section 9.02.140 and Enacting a New Version Thereof |
| E. | Rob Case | Ordinance Repealing Preexisting Selah Municipal Code Chapter 1.41 and Recodifying those Topics within a new Selah Municipal Coded Chapter 20.03 |
| F. | Kimberly Grimm | Ordinance Amending the 2025 Budget, Specifically as to Cash & Investments Balances Through the End of 2024 |

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** – 30 minutes
RCW 42.30.110(i); RE: Potential Litigation

18) **Adjournment**

Next Regular Meeting: February 25, 2025

Next Study Session: February 25, 2025



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 2/11/2025

Agenda Number: 10A

Action Item

Title: Approval of Meeting Minutes from January 28, 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
January 28, 2025

Call to Order

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

Roll Call

Councilmembers Present: William Longmire, Jared Iverson, Clifford Peterson, Kevin Wickenhagen, Michael Costello, David Monaghan, Elizabeth Marquis

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

Pledge of Allegiance was said by all in attendance

Invocation

Aaron Crumrine of Selah Covenant Church provided prayer.

Announcement of Changes

Addition of 9B under Proclamations/Announcements; addition of an Executive Session to follow after 9B; addition of two informational items under 12A.

Pre-Arranged Oral Comments from the Public

- Lisa Gordon — Update from Selah Downtown Association

Oral Comments by People in Attendance (up to 2 minutes each)

- Russell Carlson – Spoke on The Findery
- David Zanolli – Spoke on his water bill issues

Proclamations/Announcements

- A. Community Pride Award – Selah School District – Daphne Templet
- B. Community Pride Award – Norma Smith

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

Entering into Executive Session at 5:52 p.m. to end at 6:22 p.m.

Executive Session ended at 6:22 p.m. with no decisions made/no votes taken.

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 from January 11, 2025 Council Meeting
- B. Kimberly Grimm * Approval of Claims & Payroll
- C. Jennifer Leslie * Approval of Minutes from August 6, 2024 Planning Commission Meeting
- D. Rocky Wallace * Resolution Authorizing the Mayor or Public Works Director to Sign and Submit a Rebuilding America Infrastructure with Sustainability and Equity (RAISE) 2025 Funding Application to the U.S. Department of Transportation, for a Suite of Transportation Studies Focusing on State Route 823 and Southern Avenue and also a Possible Extension of Naches Avenue to Interstate 82

Councilmember Wickenhagen moved to approve the Consent Agenda. Councilmember Costello seconded. Mayor Bell asked council for discussion. Hearing none, Mayor Bell requested a voice vote to approve the motion and approve the Consent Agenda. Motion carries by voice vote.

New Business

- 12.1 Rob Case Ordinance Repealing Preexisting Selah Municipal Code Chapter 9.06 and Enacting a New Selah Municipal Coded Chapter 12.03
- 12.2 Rob Case Ordinance Enacting a New Selah Municipal Coded Chapter 12.04
- 12.3 Rob Case Ordinance Enacting a New Selah Municipal Coded Chapter 12.05
- 12.4 Rob Case Ordinance Repealing Preexisting Version of Selah Municipal Code Section 9.02.140 and Enacting a New Version Thereof
- 12.5 Rob Case Ordinance Repealing Preexisting Selah Municipal Code Chapter 1.41 and Recodifying those Topics within a new Selah Municipal Coded Chapter 20.03

Mr. Case presented each item for Council's information only, and these items will be presented for action at the February 11 meeting.

Ordinances

- A. Steve Zetz Hilltop Investment Group Annexation - Ordinance Annexing Certain Real Property by the City of Selah, Washington; Incorporating the Same Within the City's Corporal Limits; and Zoning the Same as Residential Low Density (R1)

Councilmember Iverson made a motion to approve the Ordinance, seconded by Councilmember Peterson. Following a roll call vote by Courtney McGarity, all are in favor; the motion is passed.

Staff Reports/Announcements

The following staff members provided a department report:

- Courtney McGarity, City Clerk
- Zack Schab, Recreation + Tourism Manager
- Kimberly Grimm, Finance Director
- Steve Zetz, Community Development Supervisor
- Fire Chief, Jim Lange
- Rocky Wallace, Public Works Director
- Police Chief, Dustin Soptich

Councilmember Reports

- Councilmember Longmire – SPRSA – 5/3 is scheduled for Pool Cleanup Day
- Councilmember Iverson – Visited the Woodland, WA Police Department for a building tour; attended the Selah School Board Meeting and received updates on enrollment, financials, 2025/2026 school calendar, safety issues and district boundaries; Selah Chamber of Commerce will meet again in February; Yakima Basin Fish & Wildlife will meet again on 1/29.
- Councilmember Wickenhagen – The Legislative Committee met with YVCOG to discuss the Fruity Pebbles project; Yakima Valley Tourism Board updates; Sports Commission received a grant; provided information on Digital Destination Uplift and State Tourism Legislative Funding; LTAC meeting updates from 1/27.

City Attorney Report

No Report

City Administrator Report

We are considering 3/27 or 3/28 for the annual City Council Workshop, pending a response from Councilmembers; LTAC held a meeting on 1/27; Civic Center update was provided and we are continuing to stay on schedule with building renovations; Civic Plus update was provided on the City's new website design as well as the agenda and meeting management system; attended the board meeting for WA State Insurance Authority; met with senior leadership of YVCOG to discuss the Fruity Pebbles project; City Action Days are 2/19 and 2/20 in Olympia and we are

scheduled to meet with all three of our legislators, Senator Torres, Representative Corry, Representative Dufault and well as Senator King.

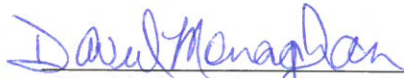
Mayor's Report

Potential for Selah to be represented in Washington DC; Attended the Mayor's Exchange to meet with Representative Corry and discuss some of Selah's project challenges; accepting requests for discussion topics for the upcoming Council Workshop.

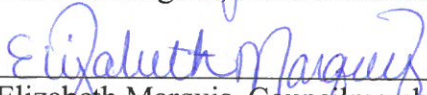
Adjournment

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

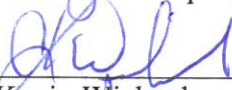
Meeting ended at 7:11 p.m.



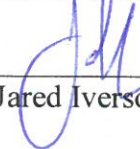
David Monaghan, Councilmember



Elizabeth Marquis, Councilmember

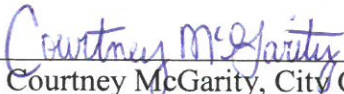


Kevin Wickenhagen, Councilmember



Jared Iverson, Councilmember

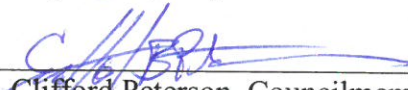
ATTEST:



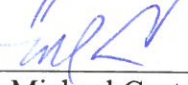
Courtney McGarity, City Clerk



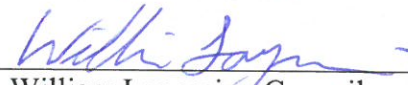
Roger Bell, Mayor



Clifford Peterson, Councilmember



Michael Costello, Councilmember



William Longmire, Councilmember



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 2/11/2025

Agenda Number: 10B

Action Item

Title: Approval of Claims and Payroll

From: Kimberly Grimm, City Clerk/Treasurer

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: See attached payroll and claims directories

Funding Source: N/A

Background/Findings/Facts: N/A

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

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

Date: **Action Taken: None**

CHECK REGISTER

City Of Selah

Time: 11:05:02 Date: 02/07/2025

02/07/2025 To: 02/07/2025

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount Memo
627	02/07/2025	Payroll	1	EFT		909.53 Jan 1-31 2025 Pay Period
628	02/07/2025	Payroll	1	EFT		220.42 Jan 1-31 2025 Pay Period
629	02/07/2025	Payroll	1	EFT		295.42 Jan 1-31 2025 Pay Period
631	02/07/2025	Payroll	1	EFT		295.42 Jan 1-31 2025 Pay Period
632	02/07/2025	Payroll	1	EFT		295.42 Jan 1-31 2025 Pay Period
633	02/07/2025	Payroll	1	EFT		295.42 Jan 1-31 2025 Pay Period
637	02/07/2025	Payroll	1	EFT		2,113.61 Jan 16-31 2025 Pay Period
638	02/07/2025	Payroll	1	EFT		1,823.17 Jan 16-31 2025 Pay Period
639	02/07/2025	Payroll	1	EFT		2,200.92 Jan 16-31 2025 Pay Period
640	02/07/2025	Payroll	1	EFT		2,120.77 Jan 16-31 2025 Pay Period
641	02/07/2025	Payroll	1	EFT		3,533.49 Jan 16-31 2025 Pay Period
642	02/07/2025	Payroll	1	EFT		1,991.91 Jan 16-31 2025 Pay Period
643	02/07/2025	Payroll	1	EFT		2,155.68 Jan 16-31 2025 Pay Period
644	02/07/2025	Payroll	1	EFT		2,214.02 Jan 16-31 2025 Pay Period
645	02/07/2025	Payroll	1	EFT		166.72 Jan 16-31 2025 Pay Period
648	02/07/2025	Payroll	1	EFT		2,125.59 Jan 16-31 2025 Pay Period
649	02/07/2025	Payroll	1	EFT		4,441.27 Jan 16-31 2025 Pay Period
650	02/07/2025	Payroll	1	EFT		2,350.77 Jan 16-31 2025 Pay Period
651	02/07/2025	Payroll	1	EFT		3,081.99 Jan 16-31 2025 Pay Period
652	02/07/2025	Payroll	1	EFT		2,084.95 Jan 16-31 2025 Pay Period
653	02/07/2025	Payroll	1	EFT		2,753.92 Jan 16-31 2025 Pay Period
654	02/07/2025	Payroll	1	EFT		2,081.85 Jan 16-31 2025 Pay Period
655	02/07/2025	Payroll	1	EFT		2,092.39 Jan 16-31 2025 Pay Period
656	02/07/2025	Payroll	1	EFT		209.35 Jan 16-31 2025 Pay Period
659	02/07/2025	Payroll	1	EFT		125.76 Jan 16-31 2025 Pay Period
660	02/07/2025	Payroll	1	EFT		952.85 Jan 16-31 2025 Pay Period
661	02/07/2025	Payroll	1	EFT		2,667.17 Jan 16-31 2025 Pay Period
662	02/07/2025	Payroll	1	EFT		2,277.25 Jan 16-31 2025 Pay Period
663	02/07/2025	Payroll	1	EFT		2,030.73 Jan 16-31 2025 Pay Period
664	02/07/2025	Payroll	1	EFT		3,592.64 Jan 16-31 2025 Pay Period
666	02/07/2025	Payroll	1	EFT		2,311.21 Jan 16-31 2025 Pay Period
667	02/07/2025	Payroll	1	EFT		58.83 Jan 16-31 2025 Pay Period
669	02/07/2025	Payroll	1	EFT		2,108.76 Jan 16-31 2025 Pay Period
670	02/07/2025	Payroll	1	EFT		3,849.20 Jan 16-31 2025 Pay Period
671	02/07/2025	Payroll	1	EFT		1,949.93 Jan 16-31 2025 Pay Period
672	02/07/2025	Payroll	1	EFT		175.51 Jan 16-31 2025 Pay Period
673	02/07/2025	Payroll	1	EFT		1,836.90 Jan 16-31 2025 Pay Period
674	02/07/2025	Payroll	1	EFT		2,064.80 Jan 16-31 2025 Pay Period
675	02/07/2025	Payroll	1	EFT		2,764.58 Jan 16-31 2025 Pay Period
677	02/07/2025	Payroll	1	EFT		1,913.88 Jan 16-31 2025 Pay Period
678	02/07/2025	Payroll	1	EFT		199.44 Jan 16-31 2025 Pay Period
679	02/07/2025	Payroll	1	EFT		2,030.76 Jan 16-31 2025 Pay Period
680	02/07/2025	Payroll	1	EFT		4,068.43 Jan 16-31 2025 Pay Period
681	02/07/2025	Payroll	1	EFT		1,930.65 Jan 16-31 2025 Pay Period
682	02/07/2025	Payroll	1	EFT		59.80 Jan 16-31 2025 Pay Period
683	02/07/2025	Payroll	1	EFT		119.63 Jan 16-31 2025 Pay Period
685	02/07/2025	Payroll	1	EFT		2,032.01 Jan 16-31 2025 Pay Period
686	02/07/2025	Payroll	1	EFT		3,436.83 Jan 16-31 2025 Pay Period
687	02/07/2025	Payroll	1	EFT		2,345.11 Jan 16-31 2025 Pay Period
688	02/07/2025	Payroll	1	EFT		51.00 Jan 16-31 2025 Pay Period
689	02/07/2025	Payroll	1	EFT		2,380.04 Jan 16-31 2025 Pay Period
690	02/07/2025	Payroll	1	EFT		3,887.74 Jan 16-31 2025 Pay Period
691	02/07/2025	Payroll	1	EFT		2,996.58 Jan 16-31 2025 Pay Period
692	02/07/2025	Payroll	1	EFT		2,003.70 Jan 16-31 2025 Pay Period
693	02/07/2025	Payroll	1	EFT		2,063.17 Jan 16-31 2025 Pay Period
694	02/07/2025	Payroll	1	EFT		2,116.64 Jan 16-31 2025 Pay Period
695	02/07/2025	Payroll	1	EFT		2,794.12 Jan 16-31 2025 Pay Period
696	02/07/2025	Payroll	1	EFT		2,777.45 Jan 16-31 2025 Pay Period
697	02/07/2025	Payroll	1	EFT		2,014.83 Jan 16-31 2025 Pay Period
698	02/07/2025	Payroll	1	EFT		1,911.63 Jan 16-31 2025 Pay Period

CHECK REGISTER

City Of Selah

Time: 11:05:02 Date: 02/07/2025

02/07/2025 To: 02/07/2025

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
699	02/07/2025	Payroll	1	EFT		3,643.02	Jan 16-31 2025 Pay Period
700	02/07/2025	Payroll	1	EFT		3,187.80	Jan 16-31 2025 Pay Period
701	02/07/2025	Payroll	1	EFT		2,540.90	Jan 16-31 2025 Pay Period
703	02/07/2025	Payroll	1	EFT		2,461.17	Jan 16-31 2025 Pay Period
704	02/07/2025	Payroll	1	EFT		2,551.92	Jan 16-31 2025 Pay Period
705	02/07/2025	Payroll	1	EFT		2,991.90	Jan 16-31 2025 Pay Period
706	02/07/2025	Payroll	1	EFT		1,973.19	Jan 16-31 2025 Pay Period
708	02/07/2025	Payroll	1	EFT		2,554.16	Jan 16-31 2025 Pay Period
709	02/07/2025	Payroll	1	EFT		2,374.04	Jan 16-31 2025 Pay Period
710	02/07/2025	Payroll	1	EFT		2,323.05	Jan 16-31 2025 Pay Period
712	02/07/2025	Payroll	1	EFT		2,884.09	Jan 16-31 2025 Pay Period
713	02/07/2025	Payroll	1	EFT		2,544.80	Jan 16-31 2025 Pay Period
714	02/07/2025	Payroll	1	EFT		4,158.73	Jan 16-31 2025 Pay Period
715	02/07/2025	Payroll	1	EFT		2,095.17	Jan 16-31 2025 Pay Period
716	02/07/2025	Payroll	1	EFT		3,204.33	Jan 16-31 2025 Pay Period
717	02/07/2025	Payroll	1	EFT		2,114.25	Jan 16-31 2025 Pay Period
718	02/07/2025	Payroll	1	EFT		2,046.32	Jan 16-31 2025 Pay Period
719	02/07/2025	Payroll	1	EFT		171.95	Jan 16-31 2025 Pay Period
720	02/07/2025	Payroll	1	EFT		1,972.68	Jan 16-31 2025 Pay Period
721	02/07/2025	Payroll	1	EFT		1,985.19	Jan 16-31 2025 Pay Period
722	02/07/2025	Payroll	1	EFT		3,648.89	Jan 16-31 2025 Pay Period
724	02/07/2025	Payroll	1	EFT		3,168.19	Jan 16-31 2025 Pay Period
725	02/07/2025	Payroll	1	EFT		2,792.29	Jan 16-31 2025 Pay Period
726	02/07/2025	Payroll	1	EFT		2,864.13	Jan 16-31 2025 Pay Period
727	02/07/2025	Payroll	1	EFT		3,032.28	Jan 16-31 2025 Pay Period
729	02/07/2025	Payroll	1	EFT	EFTPS	62,883.26	941 Deposit for Pay Cycle(s) 02/07/2025 - 02/07/2025
732	02/07/2025	Payroll	1	EFT		1,729.56	Jan 16-31 2025 Pay Period
733	02/07/2025	Payroll	1	EFT		1,756.19	Jan 16-31 2025 Pay Period
734	02/07/2025	Payroll	1	EFT	EFTPS	954.31	941 Deposit for Pay Cycle(s) 02/07/2025 - 02/07/2025
736	02/07/2025	Payroll	1	EFT	Principal Life Ins Company	700.00	Pay Cycle(s) 02/07/2025 To 02/07/2025 - Principal Life Insurance
749	02/07/2025	Payroll	1	EFT	HRA VEBA Trust - PD & PW YA063	3,579.60	Pay Cycle(s) 02/07/2025 To 02/07/2025 - HRA VEBA
630	02/07/2025	Payroll	1	86614		295.42	Jan 1-31 2025 Pay Period
634	02/07/2025	Payroll	1	86615		295.42	Jan 1-31 2025 Pay Period
646	02/07/2025	Payroll	1	86616		332.25	Jan 16-31 2025 Pay Period
647	02/07/2025	Payroll	1	86617		106.22	Jan 16-31 2025 Pay Period
657	02/07/2025	Payroll	1	86618		296.06	Jan 16-31 2025 Pay Period
658	02/07/2025	Payroll	1	86619		151.57	Jan 16-31 2025 Pay Period
665	02/07/2025	Payroll	1	86620		57.34	Jan 16-31 2025 Pay Period
668	02/07/2025	Payroll	1	86621		287.85	Jan 16-31 2025 Pay Period
676	02/07/2025	Payroll	1	86622		344.30	Jan 16-31 2025 Pay Period
702	02/07/2025	Payroll	1	86623		250.47	Jan 16-31 2025 Pay Period
707	02/07/2025	Payroll	1	86624		158.44	Jan 16-31 2025 Pay Period
711	02/07/2025	Payroll	1	86625		143.59	Jan 16-31 2025 Pay Period
684	02/07/2025	Payroll	1	86626		59.00	Jan 16-31 2025 Pay Period
737	02/07/2025	Payroll	1	86627	Selah Police Association Employee Fund	290.00	Pay Cycle(s) 02/07/2025 To 02/07/2025 - PD EMP FUND
738	02/07/2025	Payroll	1	86628	Teamsters Local #760 - PW Dues	922.00	Pay Cycle(s) 02/07/2025 To 02/07/2025 - TEAMSTERS PW DUES

CHECK REGISTER

City Of Selah

Time: 11:05:02 Date: 02/07/2025

02/07/2025 To: 02/07/2025

Page: 3

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
739	02/07/2025	Payroll	1	86629	Western Conf of Teamsters Pension Tr-PD	10,177.57	Pay Cycle(s) 01/22/2025 To 01/22/2025 - PENSION PD TMS; Pay Cycle(s) 01/22/2025 To 01/22/2025 - PENSION PW TMS; Pay Cycle(s) 02/07/2025 To 02/07/2025 - PENSION PD TMS; Pay Cycle(s) 02/07/2025 To 02/07
723	02/07/2025	Payroll	1	86630		338.59	Jan 16-31 2025 Pay Period
		001 General Fund				111,988.10	
		103 Fire Control				59,272.18	
		110 City Street				14,400.41	
		111 Street Improvement				1,144.50	
		118 Civic Center				3,908.78	
		119 Transit				4,126.22	
		121 Tourism				336.59	
		411 Water				25,059.87	
		415 Sewer				39,767.52	
		420 Solid Waste				5,142.84	
						265,147.01	Payroll: 265,147.01

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.

Kathryn L Davis
Payroll Specialist

Kimberly Sumner
Finance Director

Subscribed this _____ day of _____, _____

The following voucher/checks are approved for payment:

Voucher/check number _____ through _____ Total \$ _____

ACCOUNTS PAYABLE

City Of Selah

As Of: 02/11/2025

Time: 14:15:57 Date: 02/06/2025

Page: 1

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
3146	02/05/2025	02/11/2025 1606	Abadan	106.16	Invoice AR302761 PD Copier
3150	02/05/2025	02/11/2025 3044	All American Propane	193.22	Invoice #1516082088
3072	02/04/2025	02/11/2025 1627	Amazon Capital Services	584.64	Invoice #1DJ7-QHX3-HWMX
3073	02/04/2025	02/11/2025 1627	Amazon Capital Services	95.28	Invoice #11JD-DVN9-WL3L
3074	02/04/2025	02/11/2025 1627	Amazon Capital Services	39.82	Invoice #14TC-MNVX-11C4
3151	02/05/2025	02/11/2025 1633	Anatek Labs	195.00	Invoice #2501717, 2501822, 2502003, 2502216
3152	02/05/2025	02/11/2025 1633	Anatek Labs	39.00	Invoice #2502665
3075	02/04/2025	02/11/2025 1639	Apsco, LLC	433.20	Invoice #24602
3076	02/04/2025	02/11/2025 1652	Autozone	6.89	Invoice #03720369159
3147	02/05/2025	02/11/2025 1653	Axon Enterprise, Inc	1,353.84	Invoice INUS321283 Taser 7 Bundle Renewal
3077	02/04/2025	02/11/2025 1655	BNSF Railway Company	1,300.00	Invoice #25001419, 25001420
3040	01/30/2025	02/11/2025 1663	Basin Disposal Of Yakima, LLC	88,902.79	Invoice #5493573
3041	01/30/2025	02/11/2025 1083	Bell, Roger L	633.49	12025 Travel
3062	02/04/2025	02/11/2025 1699	CBC Custom Embroidery & Digital Art	105.05	Invoice #0000103
3104	02/05/2025	02/11/2025 1706	Card Service Center	3,292.42	Invoice #1918 Jan 2025
3103	02/05/2025	02/11/2025 1716	Centerpoint Language Services	200.00	Invoice #8366
3063	02/04/2025	02/11/2025 1727	Charter Communications	26.30	Invoice #176781401012125
3064	02/04/2025	02/11/2025 1734	Christensen, Inc.	754.70	Invoice #0665174-IN
3059	02/04/2025	02/11/2025 1742	City of Selah, Utilities	197.15	Invoice #10120 1/25
3134	02/05/2025	02/11/2025 1742	City of Selah, Utilities	763.20	Invoice #27540 1/25
3148	02/05/2025	02/11/2025 1742	City of Selah, Utilities	168.12	PD Water Bill January
3161	02/05/2025	02/11/2025 1742	City of Selah, Utilities	17,419.89	PW WWT Utilities
3215	02/06/2025	02/11/2025 1742	City of Selah, Utilities	213.49	Invoice #23350 1/25
3052	02/04/2025	02/11/2025 1748	Code Publishing Company	555.04	Invoice #GCI0016689
3153	02/05/2025	02/11/2025 2704	Country Supplier	168.92	Invoice #D90849 39, D90850 39
3154	02/05/2025	02/11/2025 2704	Country Supplier	326.88	Invoice #D90852 39, X06599 39
3155	02/05/2025	02/11/2025 2704	Country Supplier	266.37	Invoice #D91879/39, D91882/39
3156	02/05/2025	02/11/2025 2704	Country Supplier	60.63	Invoice #D93844/39
3189	02/06/2025	02/11/2025 2704	Country Supplier	327.97	Invoice #D90853/39, 390860/f
3157	02/05/2025	02/11/2025 1763	Culligan Yakima	43.70	Invoice #1571312
3042	01/30/2025	02/11/2025 1777	Daniel Polage	9,000.00	Invoice #12025
3043	01/30/2025	02/11/2025 2654	Databar	747.10	Invoice #269814
3058	02/04/2025	02/11/2025 2654	Databar	2,819.94	Invoice #269910
3078	02/04/2025	02/11/2025 2881	Department of Health	4,288.10	Invoice #DOH2025
3065	02/04/2025	02/11/2025 3006	Elite Towing & Recovery, LLC	852.86	Invoice #233163
3102	02/05/2025	02/11/2025 1833	Engravings Unlimited	88.81	Invoice #25044
3079	02/04/2025	02/11/2025 1868	General Pacific, Inc.	1,815.11	Invoice #1510131
3080	02/04/2025	02/11/2025 1883	HD Fowler Company	677.51	Invoice #I6924440
3081	02/04/2025	02/11/2025 1883	HD Fowler Company	107.28	Invoice #I6924442
3044	01/30/2025	02/11/2025 1895	Helms Hardware Company	10.28	Invoice #840650

ACCOUNTS PAYABLE

City Of Selah

As Of: 02/11/2025

Time: 14:15:57 Date: 02/06/2025

Page: 2

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
3066	02/04/2025	02/11/2025 1895	Helms Hardware Company	42.86	Invoice #840577, 840630
3082	02/04/2025	02/11/2025 1895	Helms Hardware Company	-15.55	Invoice #839578
3083	02/05/2025	02/11/2025 1895	Helms Hardware Company	8.98	Invoice #839580
3084	02/05/2025	02/11/2025 1895	Helms Hardware Company	14.06	Invoice #839607
3085	02/05/2025	02/11/2025 1895	Helms Hardware Company	21.16	Invoice #840696
3086	02/05/2025	02/11/2025 1895	Helms Hardware Company	23.35	Invoice #840697
3087	02/05/2025	02/11/2025 1895	Helms Hardware Company	81.29	Invoice #840702
3088	02/05/2025	02/11/2025 1895	Helms Hardware Company	42.32	Invoice #840703
3089	02/05/2025	02/11/2025 1895	Helms Hardware Company	12.65	Invoice #840705
3090	02/05/2025	02/11/2025 1895	Helms Hardware Company	16.22	Invoice #840708
3091	02/05/2025	02/11/2025 1895	Helms Hardware Company	2.25	Invoice #840721
3105	02/05/2025	02/11/2025 1895	Helms Hardware Company	1.08	Invoice #839642
3106	02/05/2025	02/11/2025 1895	Helms Hardware Company	1.38	Invoice #839654
3107	02/05/2025	02/11/2025 1895	Helms Hardware Company	7.57	Invoice #839761
3108	02/05/2025	02/11/2025 1895	Helms Hardware Company	9.25	Invoice #839766
3109	02/05/2025	02/11/2025 1895	Helms Hardware Company	37.89	Invoice #839803
3110	02/05/2025	02/11/2025 1895	Helms Hardware Company	21.10	Invoice #839814
3111	02/05/2025	02/11/2025 1895	Helms Hardware Company	73.05	Invoice #839839
3112	02/05/2025	02/11/2025 1895	Helms Hardware Company	58.44	Invoice #839840
3113	02/05/2025	02/11/2025 1895	Helms Hardware Company	62.79	Invoice #839902
3114	02/05/2025	02/11/2025 1895	Helms Hardware Company	19.48	Invoice #839932
3115	02/05/2025	02/11/2025 1895	Helms Hardware Company	17.53	Invoice #840215
3116	02/05/2025	02/11/2025 1895	Helms Hardware Company	10.38	Invoice #840246
3117	02/05/2025	02/11/2025 1895	Helms Hardware Company	6.81	Invoice #840253
3118	02/05/2025	02/11/2025 1895	Helms Hardware Company	14.61	Invoice #840271
3119	02/05/2025	02/11/2025 1895	Helms Hardware Company	78.10	Invoice #840345
3120	02/05/2025	02/11/2025 1895	Helms Hardware Company	9.16	Invoice #840346
3121	02/05/2025	02/11/2025 1895	Helms Hardware Company	6.81	Invoice #840448
3122	02/05/2025	02/11/2025 1895	Helms Hardware Company	17.85	Invoice #840451
3123	02/05/2025	02/11/2025 1895	Helms Hardware Company	21.65	Invoice #840558
3124	02/05/2025	02/11/2025 1895	Helms Hardware Company	44.81	Invoice #840563
3125	02/05/2025	02/11/2025 1895	Helms Hardware Company	92.48	Invoice #840684
3126	02/05/2025	02/11/2025 1895	Helms Hardware Company	14.07	Invoice #840687
3127	02/05/2025	02/11/2025 1895	Helms Hardware Company	10.71	Invoice #840879
3128	02/05/2025	02/11/2025 1895	Helms Hardware Company	42.88	Invoice #840881
3129	02/05/2025	02/11/2025 1895	Helms Hardware Company	0.96	Invoice #841043
3130	02/05/2025	02/11/2025 1895	Helms Hardware Company	20.57	Invoice #841047
3131	02/05/2025	02/11/2025 1895	Helms Hardware Company	34.06	Invoice #841082
3135	02/05/2025	02/11/2025 1895	Helms Hardware Company	87.32	Invoice #840641
3145	02/05/2025	02/11/2025 1895	Helms Hardware Company	27.06	Invoice 840363, Bit Set

ACCOUNTS PAYABLE

City Of Selah

As Of: 02/11/2025

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
3092	02/05/2025	02/11/2025 1901	Independent Water Service, Inc.	81.23	Invoice #R2502004
3067	02/04/2025	02/11/2025 1911	Interstate Batteries of Columbia Valley	159.26	Invoice #1926701002568
3051	02/04/2025	02/11/2025 24553	Irrigation, Graf Investments	2,217.16	2455.3 - 311 WNACHES IRR
3068	02/04/2025	02/11/2025 1916	J & B Medical Supply Inc	69.00	Invoice #2907781
3132	02/05/2025	02/11/2025 1916	J & B Medical Supply Inc	552.12	Invoice #2915538
3158	02/05/2025	02/11/2025 1962	Kelley's Tele-Communications	174.22	Invoice #1010612802012025
3093	02/05/2025	02/11/2025 1971	Kubwater Resources, Inc.	12,168.26	Invoice #12917
3144	02/05/2025	02/11/2025 1989	Les Schwab Tires	1,162.08	Invoice 41800630685 545 Brakes
3069	02/04/2025	02/11/2025 2001	MES - Municipal Emergency Services	95.86	Invoice #IN2187549
3057	02/04/2025	02/11/2025 2017	Medstar Cabulance, Inc.	13,388.40	Invoice #ST 16-31 Jan 2025
3136	02/05/2025	02/11/2025 2017	Medstar Cabulance, Inc.	800.00	Invoice #COS-1220-2124
3159	02/05/2025	02/11/2025 2036	Morton's Supply, Inc.	2,276.58	Invoice #0836033
3053	02/04/2025	02/11/2025 3070	Mugleston, Sarah	75.00	Receipt #1006448.001
3094	02/05/2025	02/11/2025 2053	O'Reilly Automotive Inc	90.71	Invoice #5631-470129
3045	01/30/2025	02/11/2025 2055	ODP Business Solutions, LLC	29.53	Invoice #404253190001
3049	02/03/2025	02/11/2025 2055	ODP Business Solutions, LLC	60.18	Invoice #407484773001, 408218329001
3160	02/05/2025	02/11/2025 2059	One Call Concepts	38.61	Invoice #5019109
3050	02/03/2025	02/11/2025 2061	Operation Omni Janitorial Service	5,460.04	Invoice #328885
3095	02/05/2025	02/11/2025 2064	Owen Equipment Company	99.44	Invoice #00130933
3190	02/06/2025	02/11/2025 2066	Oxarc, Inc.	25.71	Invoice #0061937703
3133	02/05/2025	02/11/2025 2080	Pape Machinery	181.93	Invoice #15873243
3137	02/05/2025	02/11/2025 2110	Protime Sports, Inc.	244.05	Invoice #385026
3070	02/04/2025	02/11/2025 2117	RWC International, LLC	1,211.23	Invoice #RA104006887:01
3138	02/05/2025	02/11/2025 2135	Ricoh USA, Inc.	83.34	Invoice #5070835553
3140	02/05/2025	02/11/2025 3024	Secure Court solutions, LLC	296.00	Invoice P-100205 EHM
3162	02/05/2025	02/11/2025 2196	Smitty's Outdoor Power Equipment, Inc.	213.31	Invoice #136294
3149	02/05/2025	02/11/2025 2225	Tacoma Screw Products, Inc.	172.35	Tacoma Screw PD Nuts and Bolts
3046	01/30/2025	02/11/2025 2235	Thomson Reuters - West	244.16	Invoice #851315549
3188	02/06/2025	02/11/2025 3073	Tri-Ply Construction, LLC	62,437.82	Invoice #24081C PE 01
3163	02/05/2025	02/11/2025 2268	Valley Septic Services LLC	435.00	Invoice #226399
3141	02/05/2025	02/11/2025 2269	Valvoline Instant Oil Change	174.42	Valvoline Invoices 38239, 38242
3061	02/04/2025	02/11/2025 2537	WA State Treasurer	6,949.26	Invoice #SR 0125
3054	02/04/2025	02/11/2025 3071	Walters, Ryan	75.00	Receipt #1006019.002
3187	02/06/2025	02/11/2025 2308	Washington State Department of Transportation - Ya	1,957.33	Invoice #RE JE5007 L305
3047	01/30/2025	02/11/2025 2332	William Ervin	891.73	Med 125
3056	02/04/2025	02/11/2025 2332	William Ervin	2,096.40	Invoice #SSA1099 224
3048	01/31/2025	02/11/2025 16420	Wurtz, Mary	103.14	1642.0 - 706 WCHERRY
3096	02/05/2025	02/11/2025 2337	Yakima Battery & Auto Electric	145.84	Invoice #214371
3097	02/05/2025	02/11/2025 2339	Yakima Cooperative Association	3,890.38	Invoice #157825 Jan 2025
3071	02/04/2025	02/11/2025 2351	Yakima County Fire District #5	33,095.68	Invoice #21669

ACCOUNTS PAYABLE

City Of Selah

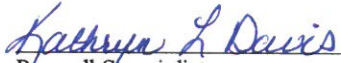
As Of: 02/11/2025

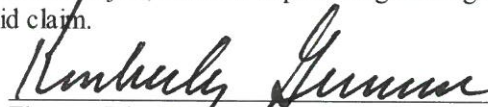
Time: 14:15:57 Date: 02/06/2025

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
3060	02/04/2025	02/11/2025 2354	Yakima County Prosecutor's	86.12	Invoice #012025
3098	02/05/2025	02/11/2025 2360	Yakima Herald Republic	369.60	Invoice #91914
3099	02/05/2025	02/11/2025 2360	Yakima Herald Republic	464.16	Invoice #92096
3100	02/05/2025	02/11/2025 2366	Yakima Regional Clean Air Agency	1,270.00	Invoice #219MN25RG
3055	02/04/2025	02/11/2025 2375	Yakima Valley Tourism	1,850.00	Invoice #TG25-029
3101	02/05/2025	02/11/2025 2379	Zumar Industries, Inc	1,026.20	Invoice #50951
Report Total:				299,267.43	

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: 2/11/2025

Agenda Number: 10C

Action Item

Title: Resolution Authorizing the Fire Department to Purchase One Fire Department Command Vehicle

From: James Lange, Fire Chief

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: Approval

Fiscal Impact: \$64,796.36

Funding Source: Fund 150, Fire Equipment Reserve

Background/Findings/Facts: When the 2025 budget was approved (Resolution No. 2237), a portion of Fire Department Reserve funds were specified to be used for the purchase of a new command vehicle.

Consistent with the City's contracting and purchasing policy, the Fire Department utilized a comparable price quote/bid process to find the best cost for the vehicle. The amount listed on the instant AIS is a total price, inclusive of acquiring the vehicle (a 2025 Chevrolet 2500) and all shipping, tax and licensing. The new vehicle will, once it is obtained, replace a current command vehicle that has reached its operational age limit. The to-be-replaced vehicle will be disposed of via the City's surplus process.

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. 3183

RESOLUTION AUTHORIZING THE FIRE DEPARTMENT TO PURCHASE ONE FIRE
DEPARTMENT COMMAND VEHICLE

WHEREAS, the 2025 budget, as adopted via No. Ordinance 2237, includes a specific line item allocation of \$150,000.00 for the purchase and outfitting of one (1) command vehicle; and

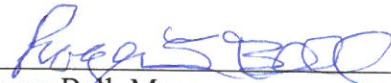
WHEREAS, price quotations were sought and received by the Fire Department; and

WHEREAS, Harvest Auto's cumulative quote equates to \$64,796.36, which is an amount that is acceptable to City staff; and

WHEREAS, the City Council finds that good cause exists to authorize the Fire Department to make this purchase;

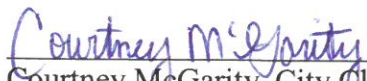
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON that the Fire Department be and is authorized to purchase one (1) command vehicle at the cumulative price of \$64,796.36 (or a lesser amount, if that somehow proves possible). Moreover, once the new vehicle is obtained, the Fire Department is authorized to dispose of the older vehicle via the City's surplus process.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 11th day of February, 2025.



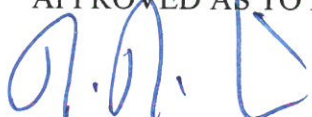
Roger Bell, Mayor

ATTEST:



Courtney McGarity, City Clerk

APPROVED AS TO FORM:



Rob Case, City Attorney

BUYER CITY OF SELAHRES. PHONE ()BUS. PHONE () 698-7321

ADDRESS 115 W NACHES AVECITY SELAHCOUNTYSTATE WAZIP 98942

STOCK NO. Build	YEAR 2025	NEW XX	USED	COLOR	MAKE CHEVROLET	MODEL SILVERADO 25(	VIN NUMBER
Title Brands/Comments (if applicable):REBUILTJUNKSALVAGE/REBUILTDESTROYEDOTHER							

LICENSE NO. WATAB:EXP:

ODOMETER READING 0

The owner of a vehicle may be required to spend up to \$150 for repairs if the vehicle does not meet the vehicle emission standards under chapter 70.120 RCW. Unless expressly warranted by the motor vehicle dealer, the dealer is not warranting that this vehicle will pass any emission tests required by federal or state law.

X

SIGNATURE (DO NOT INITIAL)

NOTICE TO BUYER REGARDING THE AIRBAGS ON THIS VEHICLE:

an "on/off switch" has been installed on the airbag(s)

the airbag(s) have been deactivated

A. USED VEHICLE TRADE-IN

YEAR	MAKE	MODEL
MILEAGE	VIN#	
BALANCE OWED TO:		
LIENHOLDER'S ADDRESS		

B. SECOND VEHICLE TRADE-IN

YEAR	MAKE	MODEL
MILEAGE	VIN#	
BALANCE OWED TO:		
LIENHOLDER'S ADDRESS		

Gross trade-in allowance for (A)	\$	N/A
Less estimated balance owed on (A)	\$	N/A
Gross trade-in allowance for (B)	\$	N/A
Less estimated balance owed on (B)	\$	N/A
*ESTIMATED NET ALLOWANCE ON TRADE-IN(S):	\$	N/A
(carry over to line 6)		
*Buyer acknowledges that the payoff and/or lien balance on the trade-in vehicle as described above is only an estimated figure, subject to verification and confirmation from the lienholder as to the exact dollar amount. In the event the payoff/lien balance exceeds the above-stated amount, such additional amount shall, at the option of the Dealer, be added to the total cash price of the vehicle and shall be paid to the dealer on request or added to the amount being financed.		

X

SIGNATURE (DO NOT INITIAL)

1. BASE PRICE OF VEHICLE	62,185.00
2. DEALER ADDED OPTIONS:	N/A N/A N/A N/A N/A N/A N/A
3. BASE PRICE OF VEHICLE AND OPTIONS (1 PLUS 2)	62,185.00
4. ESTIMATED Vehicle Excise Tax, License, Title and Registration Fees, Bank Title Lien Release Fee \$ (including \$3.00 Arbitration Fee on New Cars) (\$2.50 Dealer Administrative Fee)	250.00 250.00
5. DOWN PAYMENT (Not receipt for cash received.)	(A) CASH N/A (B) REBATE 3,000.00
6. ESTIMATED Net Trade-In Allowance	N/A
7. TOTAL CREDITS (5 + 6)	3,000.00
8. SALES TAX [Calculated on the difference between Cash Price of Vehicle and Options (Line 3 above) and Gross Trade-in Allowance]	5,161.36
9. DOCUMENTARY SERVICES FEE	200.00
10. SERVICE CONTRACT	N/A
11. MAINTENANCE CONTRACT	N/A
12. SALES TAX [For Service Contract and/or Maintenance Contract]	N/A
13. INSURANCE (Life, Disability, etc.)	N/A
14. OTHER	N/A
	N/A
	N/A
15. TOTAL CASH PRICE OF VEHICLE (3 + 4 + 8 + 9 + 10 + 11 + 12 + 13 + 14)	67,796.36
16. UNPAID BALANCE OF CASH PRICE DUE ON DELIVERY (15 – 7)	64,796.36
17. UNPAID BALANCE – AMOUNT FINANCED (15 – 7)	64,796.36

FINANCING CONDITION IF A RETAIL INSTALLMENT CONTRACT OR NOTE AND SECURITY AGREEMENT IS SIGNED IN CONJUNCTION WITH THIS BUYER'S ORDER (COLLECTIVELY, THE "AGREEMENT"), THE AGREEMENT IS BINDING UPON EXECUTION, PROVIDED HOWEVER, THAT THE DEALER WILL HEREAFTER ASSESS THE BUYER'S CREDITWORTHINESS AND IF THE DEALER DOES NOT HEREAFTER APPROVE FINANCING ON ACCOUNT OF THE BUYER'S CREDITWORTHINESS AND SUBSEQUENTLY NOTIFIES BUYER OF SUCH DISAPPROVAL, THIS AGREEMENT IS VOID, EXCEPT AS PROVIDED IN PARAGRAPH 6 ON THE REVERSE SIDE HEREOF.

ARBITRATION PROVISION

THIS ARBITRATION PROVISION GREATLY AFFECTS YOUR LEGAL RIGHTS IN ANY DISPUTE WITH US. PLEASE READ IT CAREFULLY BEFORE SIGNING.

- YOU OR WE SHALL, SUBJECT TO THE TERMS HEREOF, HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY A JURY TRIAL.
- IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
- DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION. THE INFORMATION THAT YOU AND WE MAY OBTAIN IN DISCOVERY FROM EACH OTHER IN ARBITRATION IS GENERALLY MORE LIMITED THAN IN A LAWSUIT.

All disputes between the Parties and/or their designees ("Parties"), whether in contract, tort or otherwise – including the interpretation and scope of this provision, and the arbitrability of the claim or dispute, between you and us or our employees, agents, successors or assigns, that arise out of or relate to this Agreement or any resulting transactions shall, at your or our election, be resolved by neutral, binding arbitration, and not by a court action, in accordance with the laws of the State of Washington. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. If the Parties do not agree on a single arbitrator within ten (10) days following demand therefore, then the arbitrator shall be appointed by Washington Arbitration & Mediations Service. The Parties recognize, acknowledge and agree that the designated arbitrator will be an independent individual, not affiliated or related to either, and that any dispute between the Parties will not be heard and decided by a judge or jury.

You are responsible for the cost of the arbitration filing fee up to the amount of the filing fee for Superior Court. We will pay any balance of the arbitration filing fee in excess of that amount, and are also responsible for paying any arbitration costs you would not otherwise be responsible for had you filed your claim in Superior Court. We are not required to pay any costs or fees you would otherwise be required to pay had you filed your claim in Superior Court, including but not limited to: deposition fees, expert and fact witness fees, attorney's fees (not otherwise recoverable as specifically provided for but limited by statute), reproduction costs, and costs related to electronic discovery. The arbitrator's decision and/or award shall be final and binding on all parties, and may be sued upon or enforced in any court of competent jurisdiction.

You and we retain the right to self-help remedies, such as repossession, and the right to seek remedies in either bankruptcy court or small claims court for disputes within those courts' jurisdiction, unless such action is transferred, removed, or appealed to a different court. This clause shall survive any termination, payoff, or transfer of this Agreement. If any part of this Arbitration Provision, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable.

Notwithstanding this provision, buyers covered by the Military Lending Act are not obligated to engage in arbitration.

By setting forth his or her initials, Buyer acknowledges that this Buyer's Order contains the above arbitration provision, and agrees that he or she has read and agrees to the same:

BUYERCO-BUYER

BUYER AGREES THAT THIS AGREEMENT INCLUDES ALL OF THE TERMS AND CONDITIONS ON THE FRONT AND BACK SIDE HEREOF, THAT THIS AGREEMENT CANCELS AND SUPERSEDES ANY PRIOR AGREEMENT INCLUDING ORAL AGREEMENTS AND, AS OF THE DATE BELOW, COMPRISES, WITH ANY RETAIL INSTALLMENT CONTRACT, SERVICE CONTRACT, INSURANCE CONTRACT, AND OTHER AGREEMENTS AND ACKNOWLEDGMENTS SIGNED CONTEMPORANEOUS HERewith, THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF THE AGREEMENT RELATING TO THE SUBJECT MATTERS COVERED BY THIS AGREEMENT. BY SIGNING THIS AGREEMENT, BUYER ACKNOWLEDGES THAT BUYER HAS READ ITS TERMS AND HAS RECEIVED A TRUE COPY OF THIS AGREEMENT. IF THIS ORDER IS FOR A USED VEHICLE, THE INFORMATION ON THE WINDOW FORM OF THE VEHICLE IS ALSO A PART OF THIS ORDER AND OVERRIDES ANY CONTRARY PROVISIONS OF THIS ORDER.

X02/06/2025HARVEST CHEVROLET

Buyer's SignatureDateDealer or Dealer's Authorized Representative

X02/06/2025Brian Frank

Co-Buyer's SignatureDateSalesperson's Name



Selah City Council

Regular Meeting

AGENDA ITEM SUMMARY

Meeting Date: 2/11/2025

Agenda Number: 13A

Action Item

Title: Resolution Approving 2025 Funding Recommendations of the Lodging Tax Advisory Committee (LTAC) and Authorizing the City Administrator to Execute Contracts with Recipient Agencies

From: Rich Huebner, City Administrator

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: Approval

Fiscal Impact: \$53,787.80

Funding Source: Fund 121, Tourism

Background/Findings/Facts: On January 27, 2025, the Lodging Tax Advisory Committee (LTAC) met to consider previously-received applications for funding by would-be recipient agencies, respectively Selah Community Days (\$22,000.00 requested), the Selah Downtown Association (\$22,984.80 requested), and Yakima Valley Tourism (\$19,398.00 requested). Each applicant agency was present during the meeting, presented its application request, and answered questions from LTAC members.

After careful consideration of the merits of each application, LTAC members voted to recommend that the City Council approve full funding for Selah Community Days and the Selah Downtown Association, and partial funding in the amount of \$8,773.00 for Yakima Valley Tourism. Combined, the funding recommendations total to \$53,787.80.

Within the 2025 adopted budget (Ordinance No. 2237), the City projected that it will receive \$45,000.00 in combined Hotel/Motel Sales Tax revenues and Tourism Promotion Area (TPA) revenues during 2025. Actual revenues from these sources will be deposited by the City into Fund 121, Tourism, when the monies are received from month to month during 2025. Fund 121 presently has a positive fund balance of \$50,283.00. The City has also projected, via its adopted budget, that \$12,969.00 will be consumed for payment of staff salaries and benefits during 2025.

If the City Council approves LTAC's at-issue recommendations in full, the projected financial impact to Fund 121 is displayed in the table on the subsequent page:

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//
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Revenue	
Beginning Fund Balance	\$50,283.00
Hotel/Motel Tax Revenue	\$25,000.00
TPA Revenue	\$20,000.00
Interest & Other Earnings	\$350.00
Total Revenue	\$95,633.00
Expenditures	
Salaries & Benefits	\$12,969.00
Awards	\$53,667.80
Total Expenditures	\$66,636.80
Ending Fund Balance	\$29,026.20

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

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

Date: **Action Taken:**

01/27/2025	Lodging Tax Advisory Committee recommended applications in the amounts presented in this instant AIS.
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RESOLUTION NO. 3184

RESOLUTION APPROVING 2025 FUNDING RECOMMENDATIONS OF THE LODGING
TAX ADVISORY COMMITTEE (LTAC) AND AUTHORIZING THE CITY
ADMINISTRATOR TO EXECUTE CONTRACTS WITH RECIPIENT AGENCIES

WHEREAS, on January 27, 2025, the Lodging Tax Advisory Committee (LTAC) met to review three previously-received applications for funding by would-be recipient agencies, respectively, pertaining to eligible events or projects; and

WHEREAS, such applications were submitted by Selah Community Days, the Selah Downtown Association (SDA), and Yakima Valley Tourism, respectively; and

WHEREAS, the LTAC voted to recommend that the City Council approve the applications in the funding amounts of \$22,000.00, \$22,984.80, and \$8,773.00, respectively; and

WHEREAS, the City Council finds that good cause exists to approve LTAC's recommendation vis-à-vis such applications;

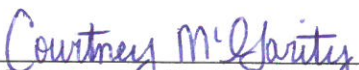
NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON approves the 2025 funding recommendations by LTAC and authorizes the City Administrator to execute contracts with the recipient agencies, respectively, using the City's existing LTAC Award Agreement form.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 11th day of February, 2025.



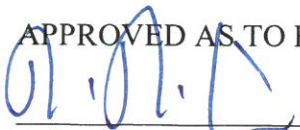
Roger Bell, Mayor

ATTEST:



Courtney McGarity, City Clerk

APPROVED AS TO FORM:



Rob Case, City Attorney

LTAC AWARD AGREEMENT WITH SELAH COMMUNITY DAYS

This contractual LTAC Award Agreement (this or the "Agreement") is entered into by and between the municipal government entity of the City of Selah (the "City") on the one part, and Selah Community Days, a Washington non-profit agency engaged in business via uniform identification number 601 789 022 (the "Recipient"), on the other part.

Recitals

WHEREAS, RCW 35.21.700 empowers any city to "expend monies and conduct promotion of resources and facilities" within the city's corporal limits or general area "by advertising, publicizing, or otherwise distributing information for the purpose of attracting visitors and encouraging tourist expansion"; and

WHEREAS, RCW Chapter 67.28 empowers any city to impose lodging taxes; RCW 67.28.1815 provides that all revenues generated from lodging taxes "shall be credited to a special fund in the treasury of the municipality imposing such tax and used solely for the purpose of paying all or any part of the cost of tourism promotion, acquisition of tourism-related facilities, or operation of tourism-related facilities"; and RCW 67.28.1816 similarly provides (via slightly different terminology) that such revenues must be used for such purposes; and

WHEREAS, the City does – via Selah Municipal Code (SMC) Chapter 4.03 – impose lodging taxes within its corporal limits, as a result the City periodically receives revenues from the State Treasurer that are generated from such taxes, and when such revenues are received the City credits them into the City's "Tourism Fund No. 121" pursuant to SMC Chapter 12.82 (which fund is also known, per SMC Chapter 4.03, as the City's "hotel/motel tax fund"); and

WHEREAS, the City's Tourism Fund No. 121 constitutes the City's "special fund" under RCW 67.28.1815, and, thus, the monies within such fund must be used for tourism promotion, acquisition of tourism-related facilities, and/or operation of tourism-related facilities in accordance with RCW 67.28.1815 and .1816; and

WHEREAS, prior to imposing lodging taxes within its corporal limits, the City established a Lodging Tax Advisory Committee ("LTAC Committee") pursuant to RCW 67.28.1817, and the City maintains its LTAC Committee presently and intends to maintain it indefinitely; and

WHEREAS, the Recipient (as an applicant at the time) submitted a written Application for LTAC Funds (the "Application") to the LTAC Committee, whereby the Recipient sought a specified amount of payment or reimbursement with regard to one or more qualifying usages under RCW Chapter 67.28; and

WHEREAS, the LTAC Committee reviewed and analyzed the Application, determined that it was validly submitted and consistent with RCW Chapter 67.28, and ultimately recommended that it be approved by City Council; and

WHEREAS, the Application was then considered by the City Council and the City Council affirmatively voted to approve the Scope of Work now-specified in "Exhibit A" hereto and the Project Budget now-specified in "Exhibit B" hereto; and

WHEREAS, the parties desire to enter into this Agreement so as to establish the applicable contractual terms, commitments, obligations, restrictions and understandings between the parties with regard to how and when the Recipient will receive LTAC funds and how the Recipient must use such funds;

NOW THEREFORE, the parties agree as follows:

Agreement

1. Incorporation of Recitals. The Recitals set forth above are incorporated by this reference as operative terms of this Agreement, as if each and every Recital is fully set forth within this paragraph 1.

2. Services by Recipient. The Recipient shall perform the services identified in the attached Scope of Work ("Exhibit A" hereto), and shall provide any staffing, materials and/or supplies that are necessary to carry out such work. The Recipient represents and warrants that he/she/it is qualified and capable of performing the services, possesses any necessary technical and professional expertise, and is able to obtain all such staffing, materials and/or supplies.

a. Recipient's Separate Obligations. The parties mutually acknowledge that Recipient may be committed to performing professional services for one or more third-parties separately from this Agreement and potentially concurrently with Recipient's performance under this Agreement. Recipient represents and warrants that his/her/its performance for any third-party shall not hinder or delay Recipient's performance under this Agreement, and Recipient promises to resolve any time, effort, and/or other conflicts in favor of performing under this Agreement.

3. Term for Recipient's Performance. The Recipient shall complete all services in a timely manner and according to any schedule and/or specified date(s) identified with the Application and/or any portion of this Agreement, and all performance must be completed no later than one calendar year after the parties' entry into this Agreement.

4. The LTAC Award. The City shall pay the Recipient, as reimbursement to the Recipient, the lesser of the Recipient's actually-incurred expenses or the maximum amount of \$22,000 (the "LTAC Award") in exchange for the Recipient timely and satisfactorily completing the Scope of Work ("Exhibit A" hereto). No payment(s) by the City will occur until after the Scope of Work ("Exhibit A" hereto) is complete and Recipient delivers to the City's Clerk-Treasurer one or more invoice(s) reciting the expenses that the Recipient actually incurred. Upon receipt of any invoice(s), the City shall have a period of thirty (30) calendar days to review and analyze such and to issue proper payment(s) to the Recipient. The LTAC Award shall be the exclusive and total compensation owed and payable to the Recipient in exchange for performance of the Scope of Work ("Exhibit A" hereto).

a. Potential Reduction due to Shortfall of Revenues. The parties mutually acknowledge that the above-specified full LTAC Award amount was established based upon estimated revenue projections. Accordingly, the parties further acknowledge that the City's ability to pay, and thus the City's contractual obligation to pay, the full amount of the LTAC Award is and are expressly contingent upon actual revenues meeting or exceeding such projections. If actual revenues fall short of such projections for any reason or to any degree, the City shall provide written notice to Recipient as to the extent of the shortfall and the parties shall then promptly meet and confer in good faith in an attempt to negotiate one or more appropriate amendment(s) to this Agreement including without limitation reduction or change to the Scope of Work ("Exhibit A" hereto) and/or reduction or change of the above-specified full LTAC Award amount. The provisions of this paragraph 4.a. are without prejudice to either party's termination rights pursuant to paragraph 16.

5. Restrictions on Usage of Funds. Payment(s) hereunder shall be used only for "Tourism Promotion" as defined within RCW 67.28.080(6), and thus meaning activities, operations, and/or expenditures designed to increase tourism, including but not limited to advertising, publicizing, and/or otherwise distributing information for the purpose of attracting and welcoming tourists; developing

strategies to expand tourism; operating tourism promotion agencies; and/or funding the marketing of or the operation of special events and festivals designed to attract tourists.

6. Recipient's Recordkeeping and Status Report Obligations. The Recipient shall maintain accurate accounts and complete records – specifically including, without limitation, invoices and receipts of payment to and/or from the Recipient's employees, agents, staff, subcontractors, suppliers, and/or invitees – in accordance with generally accepted accounting principles and common bookkeeping standards. Recipient shall, within thirty (30) calendar days following completion of the Scope of Work ("Exhibit A" hereto), provide the City with one or more detailed written Status Reports, which shall include, at a minimum, all of the following information:

- a summary of all actions undertaken by the Recipient under this Agreement;
- a complete, itemized accounting of the Recipient's actually-incurred expenses under this Agreement, and copies of all corresponding expenditure receipts or records;
- a list of festivals, special events, instances of Tourism Promotion and/or tourism-related facilities provided by the Recipient under this Agreement;
- the respective amount of revenue expended on, at or during each festival, special event, instance of Tourism Promotion and/or tourism-related facility by the Recipient under this Agreement;
- a summary of the services provided to tourists, if any;
- the overall attendance at each festival or special event, if any;
- the number of non-residents (tourists) served during each festival or special event, if any, including separate specification of the number who traveled more than fifty (50) miles in order to attend;
- the number of overnight stays generated by each festival or tourism event, if any; and
- any other data, information and/or measurements that demonstrate the occurrence of and/or the impact of increased tourism due to each festival, special event, instance of Tourism Promotion and/or or tourism-related facility provided by the Recipient under this Agreement.

a. Additional Information upon Request. The Recipient shall, within ten (10) calendar days following a request by the City for additional information and/or further accounting of services and expenditures, respond to the City in writing and provide each and all of such.

b. Assist with Responding to Public Records Requests. The Recipient shall retain all records consistent with, and for the minimum applicable duration under, applicable the record retention obligations and standards under state law. The Recipient shall fully cooperate with and assist the City with respect to any Public Records Request, subpoena and/or other lawful demand that the City receives that, in whole or in part, seeks copies of any record(s) used, generated, produced, created, received, and/or possessed by the Recipient relative to Recipient's entry into and/or performance under this Agreement. The Recipient shall, within ten (10) calendar days following a request by the City, furnish the City with full and complete copies of any such record(s). Each and every instance of the Recipient failing to timely and/or fully provide such record(s) shall be deemed a material breach of this Agreement. To the extent that the City incurs any monetary penalties, court costs, litigation expenses, attorneys' fees, and/or any other items or expenses as a result of any such breach(es), the Recipient shall timely and fully hold harmless, indemnify and defend the City consistent with paragraph 8.

7. Relationship of Parties. The City and the Recipient are, and will at all times remain, separate and distinct. No partnership, joint venture, employer-employee relationship, and/or principal-agent relationship exists, or will exist, between the City and the Recipient. Rather, the sole relationship is a contractual relationship governed by this Agreement. Recipient is, and will at all times remain, an independent contractor, and Recipient's employees, agents, staff, subcontractors, suppliers, and/or invitees shall not be considered to be employees, agents and/or representatives of the City. Recipient shall have no authority to bind the City to any contract, agreement, commitment, duty, and/or obligation. Recipient shall not represent to any person or entity that Recipient possesses authority to act on behalf of the City and/or discretion to make decisions for the City.

a. City is Not Liable for any Wages, Fringe Benefits and/or Taxes. The City shall not be liable for, obligated to pay or provide to Recipient, and/or obligated to pay or provide to any of Recipient's employees, agents, staff, subcontractors, suppliers, and/or invitees, any wages or salaries, sick leave benefits, vacation accrual or pay, overtime accrual or pay, worker's compensation or industrial insurance coverage or benefits, and/or any other financial or non-financial item or fringe benefit whatsoever including but not limited to those kinds and amounts that the City provides to any of its own direct employees. Nor shall the City be required to calculate, pay, withhold, and/or deduct any social security taxes, income taxes, and/or other kinds or amounts of withholdings or deductions from any amount(s) paid by the City to the Recipient. Rather, all payments shall occur on a IRS 1099 basis and Recipient shall be exclusively responsible for paying its employees, agents, staff, subcontractors, suppliers, and/or invitees, and also exclusively responsible for calculating, paying, withholding, and/or deducting any applicable wages, salaries, fringe benefits, taxes, and/or other withholdings, deductions or obligations.

8. Indemnification. The Recipient agrees to hold harmless, indemnify and defend at the Recipient's own immediate and continuing burden and expense with a lawyer of the City's choice, the City and its officers, officials, agents, employees, departments, contracting parties, risk pools, and/or insurers from, against and with respect to any and all claims, demands, damages, awards, fines, penalties, losses, suits, actions, judgments and costs – including but not limited to costs and attorney's fees, and claims by the Recipient itself and/or the Recipient's own employees, agents, staff, subcontractors, suppliers, and/or invitees of any kind including but not limited to worker's compensation claims or industrial insurance claims – that in any degree arise out of, relate to, are caused by, stem from, and/or are connected with any Recipient action, inaction, omission, process, practice, and/or decision. The Recipient's responsibility under this paragraph 8. shall survive termination of this Agreement.

9. Non-Discrimination. The Recipient shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms and/or conditions of employment, agency and/or contractor status because of such individual's race, color, heredity, ethnicity, national origin sex, sexual orientation, gender, gender identity, religion, creed, age lesser than forty (40), marital status, family status, relationship status, veteran status, actual or perceived disability, and/or necessity of reasonable accommodation(s); nor shall the Recipient limit, segregate and/or classify employees, agents and/or contractors in any way to deprive any individual of opportunities because of one or more of such factors.

10. Insurance. The Recipient shall procure and maintain insurance against claims for injuries to persons and/or damage to property that may arise out of, relate to, are caused by, stem from, and/or are connected with Recipient's performance under this Agreement and all actions, inactions, omissions, processes, practices, and/decisions by Recipient's employees, agents, staff, subcontractors, suppliers, and/or invitees agents, representatives, or employees. At a minimum, such insurance shall include the following:

- Worker's compensation and employer's liability insurance as required by the State of Washington; and

- General commercial liability insurance in an amount not less than a single limit of \$2,000,000.00 for bodily injury, including death and property damage per occurrence, and a combined limit of \$2,000,000.00 general aggregate.

a. Additional Clarifications and Requirements. The amounts listed above are the minimum deemed necessary by the City to protect the City's interests in this matter. The City has made no recommendation to the Recipient as to the kinds or amounts of insurance necessary to protect the Recipient's interests and any decision by the Recipient to carry or not carry insurance kinds and/or amounts in excess of the above-stated minimums is solely that of the Recipient. If the Recipient maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits maintained by the Recipient irrespective of whether such limits are greater than those required by this Agreement and/or whether any Certificate or Endorsement evidences or suggests lower limits of liability.

i. Licensed Provider. All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

ii. City as Additional Insured. The City shall be named on all insurance policies as an additional insured. The Recipient shall submit a Certificate of Insurance to the City evidencing the coverages specified above, together with an Additional Insured Endorsement naming the City, within fifteen (15) calendar days of Recipient's execution of this Agreement and prior to the performance of any work under this Agreement. The Certificate and Endorsement shall cover the work specified in or performed under this Agreement. The Certificate and Endorsement must be project-specific and/or site-specific.

iii. Notice of Cancellation. The Recipient shall provide the City with written notice of any policy cancellation within two (2) business days of Recipient's receipt of such notice. No cancellation, reduction or modification of the foregoing policies shall be effective without thirty (30) days' prior written notice to the City.

iv. Primary Insurance. The Recipient's insurance coverage shall be primary insurance in all regard. Any insurance, self-insurance, and/or insurance pool coverage maintained by the City shall be secondary and excess to the Recipient's insurance and shall not contribute with it.

v. No Limitation of Liability. The Recipient's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Recipient in any regard and/or to otherwise limit the City's recourse as to any remedy available at law or equity.

vi. Failure to Maintain Coverage. Failure on the part of the Recipient to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Recipient demanding that Recipient correct the breach, immediately terminate this Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be, at the City's sole discretion, either repaid to

the City by Recipient on demand and/or offset against any funds due the Recipient from the City.

11. Breach by Recipient. In the event Recipient breaches one or more provision(s) of this Agreement, the City may withhold payment of funds not already paid. Each breach must be remedied within ten (10) calendar days after notification by the City, otherwise the City's obligation to pay any amount(s) under this Agreement shall lapse, expire and be negated.

12. Amendments. This Agreement may be amended by the mutual written agreement of the parties. All amendments shall be signed by both parties and attached to this Agreement.

13. Notices. Any notice or other communication given hereunder shall be deemed sufficient if in writing and delivered personally or by certified mail, return receipt requested, to the address that follows:

City of Selah
Rich Huebner, City Administrator
115 W. Naches Avenue
Selah, WA 98942

Selah Community Days
Barb Petrea, President
P.O. Box 783
Selah, WA 98942

14. Construction. This Agreement shall be construed in a manner reasonably consistent with applicable state law and local regulations.

15. Disputes, Governing Law and Venue. Any disputes that may arise out of, relate to, are caused by, stem from, and/or are connected with Recipient's performance under this Agreement, which are not resolved by negotiation between the parties, shall be litigated in the Yakima County Superior Court. The substantially prevailing party in any such litigation shall be entitled to an award of its reasonable attorneys' fees and incurred costs. This Agreement shall be governed by the laws of the State of Washington.

16. Termination. Either party may terminate this Agreement, with or without cause, upon providing thirty (30) calendar days' written notice to the other party. This Agreement may also be terminated immediately by the City upon failure of Contractor to remedy a breach of this Agreement. Paragraphs 8. (Indemnification), 10. (Insurance), 11. (Breach by Recipient), and 15. (Disputes, Governing Law and Venue) shall each and all survive the expiration or termination of this Agreement.

EXECUTED this 18th day of February, 2025

City of Selah

Selah Community Days

By: Rich Huebner
Rich Huebner, City Administrator

By: SEE ATTACHED
Barb Petrea, President

the City by Recipient on demand and/or offset against any funds due the Recipient from the City.

11. Breach by Recipient. In the event Recipient breaches one or more provision(s) of this Agreement, the City may withhold payment of funds not already paid. Each breach must be remedied within ten (10) calendar days after notification by the City, otherwise the City's obligation to pay any amount(s) under this Agreement shall lapse, expire and be negated.

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EXECUTED this 2nd day of February, 2025

City of Selah

Selah Community Days

By: _____
Rich Huebner, City Administrator

By: Barb Petrea, President
Barb Petrea, President

Thank you!

EXHIBIT A

SCOPE OF WORK

Recipient shall facilitate, plan, and host the annual Selah Community Days celebration, the community's annual "homecoming" event. Recipient shall undertake all aspects of event management, including facilities, events, volunteer recruitment and management, and marketing. Recipient shall manage the Selah parade float and Royalty program to travel the state and valley as community ambassadors. Marketing shall include, but not necessarily be limited to: social media, welcome emails, utilization of geofencing tools to target specific demographic groups, promotion on radio, digital, and television, and distribution of printed flyers and posters.

EXHIBIT B

PROJECT BUDGET

The City shall remit payment to the Recipient in an amount up to the amount listed in paragraph 4 of this Agreement, upon submission by the Recipient and receipt by the City of a formal invoice detailing eligible expenses incurred which correlate to the proposed project budget in the subsequent five pages, hereby incorporated by this reference. Such invoices shall include an itemized list of expenses and proof of payment made by the Recipient. Acceptable forms of proof of payment include, but are not necessarily limited to: receipts, credit card statements, copies of checks, and/or bank statements. Recipient may redact proprietary information from submitted proofs of payment, such as account numbers and expenses that are not eligible for reimbursement.

Selah Community Days LTAC
January 2025

Balance Sheet

Treasurer Report:

- Banner Bank: Float Account:\$385.74
- Banner Bank: Royalty Account \$1352.39
- Banner Bank: Scholarship Account \$3161.29
- Banner Bank: Checking Account \$ 10920.03
 - o This time last year we had \$ 10,362.98

Budget:

			2025	
Minor Equipment:	o Generator, portable distribution & cords, gas, small tools	Gen/cords/boxes \$1540 Permit, 625 Gas \$245 small tools \$500	\$3000	
		Minor Equipment	\$3000	
Administration:	o Board Insurance (Great American)	Renews in May	\$900	
Administration:	o General Liability (Worldwide Facilities)	Expires mid April	\$3500	
Administration:	o Progressive Auto Insurance	\$1877 March (float trailer/truck, Econo, Christmas Trailer) \$2164 September (239 credit) add Alisha \$46	\$3900	
Administration:	o Office,	Website \$145, Post Office \$182, Dues \$50, Paper, Ink, Stamps \$50, Env, \$20 Annual Report	\$450	
Administration:	o Website updates \$85 an hour		\$300	
		Administration	\$9050.00	
Contract Services:	o Lighting, sound & DJ	3 Day Rental no stage needed Just DJ Services plus tip	\$4195.00	
Contract Services:	o Stage entertainment	5 bands (did this \$2800 total include the tip or is it \$2800 flat)	\$2,800.00	
Contract Services:	o Fireworks	2024 2000 raised from banner sales	\$5,000.00	
Contract Services:	o Tent Canopy 20x20 no dividers	\$600 no divider set up Thursday	\$600	
Contract Services:	o Security	\$35 hr. 8 hr.	\$2,600.00	
Contract Services:	o Porta Potties all areas	Park, Parade, Royalty Event (400 parade, 120 Sentinel)	\$2947.00	
Contract Services:	o Radios 15	Day Wireless	\$313.20	

Contract Services:	o Repairs/Maintenance	Vehicle Repairs, tabs (280)	\$2280.00	
		Contract services	\$20735.20	
Marking/Promotion:	o Royalty	Scholarships (2800 low 3150 high), wardrobes 3000 Travel 3000 19 parades, Community Luncheon \$300, misc.	\$10,000	
Marking/Promotion:	o Pageant	Facility rental, Judges, decor, tickets/posters, lunch, flowers, sashes, crowns, invitations	\$3,000.00	
Marketing/Promotions	• Princess for a Day:	crown, T shirt, and potential sash or flowers	\$1500	
Marking/Promotion:	o Float (outside of Pageant budget)	Float decor, Vet on float 20x30 \$115, Christmas Float\$500	\$4,500.00	
Marking/Promotion:	o Advertising/Thank you's/ Banners	Advertising TV Ad (1000) Newspaper (200), board thank you \$150, banners \$600	\$1950	
Marking/Promotion:	o Park Decorations,	Park Decorations (500) , handouts, posters \$100, hide seek,	\$700.00	
Marking/Promotion:	o T Shirts/Sweatshirts/Thank You's	Income 2024 \$2500	\$3000	
Other Activities:	o Car Show	Marketing	\$24650	
		130 Dash Plaques \$260.00, Door Prizes \$200.00,Trophy \$400.00,20 t shirts McDonalds Gift Cards,Supplies \$150.00,Printing \$100.00,FCCLA Parking Help donation \$350 DJ with speakers \$150	\$1,610.00	
Other Activities:	o Parade	Trophies (875) Audio (150), Donation to helping groups (280) Water/Snacks, Placement #'s \$20	\$1,325.00	
		Other Activities	\$2935.00	
		Total Expenses	\$60370.20	
Income	Carnival	Ticket sales	\$15,000.00	
Income	Vendors Food	Percentage of Food Sales	\$6,500.00	
Income	Vendors Arts/Craft	Average Booth Sales 80 vendors	\$5000.00	
Income	Boom Sponsors	Firework	\$2,000.00	
Income	CarShow	Carshow entry	\$1,875.00	
income	Park Banner	Sponsor Spots	\$2,000.00	

income	Royalty Banner	Sponsor Spots	\$1,850.00	
Income	Merchandise Sales	Tshirt Sales	\$2,500.00	
Income	Pageant	Pageant Income	\$2500.00	
Income	Princess for a Day	Princess for a Day Income 50@35	\$1750.00	
		Total Projected Income	\$38475.00	
In KIND		Minimum LTAC Request	\$21895.20	
In KIND	Sentinel Computers \$2125	Website Updates	\$2,125.00	
In KIND	Dominos Pizza	year End Royal Luncheon	\$200.00	
In KIND	McDonalds gift cards Car show: \$450	Car Show Gifts	\$450.00	
In KIND	Elks Meeting Hall \$2950	Administration Meeting Room	\$2,950.00	
In KIND	Pageant HK Photography \$200	Pageant Pictures	\$200.00	
In KIND	Park: HR Block Bags \$175	Vendor Gifts	\$175.00	
In KIND	Park: Windy Bend Farms \$100	Vendor Gifts	\$100.00	
In KIND	Car Show Zirkle apples \$250	Gifts	\$250.00	
In KIND	Auto Spa	Bags/gifts	\$150.00	
In KIND	Bible Baptist Church	Shuttle Service	\$500.00	
In KIND	Dave Monaghan	Lasered Car Show gifts	\$350.00	
		IN KIND	\$7450.00	\$67820 expenses with in kind.

1950's Theme

- Message: Retro Vibes, Community Pride

Committee Leads:

- Park: Gary Green
 - Food Vendors: Missy Maki
 - Vendors: Deana Goetz/Mandi Vargas
- Security: Missy Maki
- Car Show: Mike Frausto
- Stage Entertainment: Giles Nelson
 - Community Church: Don Cline

- Miss Selah Pageant: Destini Bentley and Alisha Burkett
- Princess for a Day: Alisha Burkett
- Royalty Coordinator: Desinit Bentley and Alisha Burkett
- Merchandise: Shannon Reese and Lexie Graf
- Parade: Barb Petrea
- Marketing: Mary Frausto
- Social Media: Katrina Henkle
- Carnival Tickets: Mary Linch
- Float Build: Jen Tippet
- Park/Stage Decoration: Mary Linch
- Sponsorship: Barb Petrea
- Tech Support: Sentinel Computers

OPEN

LTAC Meeting January 27th LTAC Request by January 13th

Next meeting January 15th, ELKS 5:30

Total Parades in 2024 19

Over 1820 miles traveled

3100 in volunteer hours for Travel

Volunteer hours to run the festival 1200

Volunteer hours to build floats/maintenance 1800

SCDA meetings start in October through June.

Volunteer hours Pageant 185

Total Hours 6300+

The post-event activity report must include the following: 2024

- Total amount spent on the event in 2024

\$62,546.47

- The number of participants who attended the event/activity in each of the following categories:
 - Staying overnight in paid accommodations away from their place of residence or business;
 - Paid accommodations the vendors that came 13 stayed in hotels/Arbnb
 - Staying overnight in unpaid accommodations (e.g. with friends and family) and traveling fifty miles or more one way from their place of residence or business;

- Friday and Saturday night were the biggest coming home travel/stay days for participants. Out of the 227 guests surveyed over half were parents that had their adult children/grandchildren back home for the event.
- Vendors: 70 Vendors, 6 drove over 50 miles and stayed with friends,
- Staying for the day only and traveling more than fifty miles or more one way from their place of residence or business;
- Saturday mornings survey at the parade holding area 852 of the attending participants had traveled over 50 miles. 563 of those surveyed had traveled from the Spokane area. Total entrants for the 2024 parade 2530 participants
- Attending but not included in one of the three categories above.
- Thursday through Sunday the Carnival had over 3050 wristbands sold with approximately 8400 people passing by their booths. This was created by food receipts and onsite ticket sales receipts.
- The parade route had over 2530 participants with approximately 5000 viewers in the 1 mile route
- The car show on Friday had over 140 entrants and over 850 participants to view the event. This was counted at the entrance by the volunteers.
- The Stage events brought in an average of 300 participants with the larger night being Saturday at the dance show and in the evening time. Calculations were done from the stage by headcount.
- The estimated number of participants in any of the above categories that attended from out-of-state (includes other countries).
 - Vendors: 70 Vendors, 4 were from AZ, New York, Oregon and Idaho stayed in hotels,
 - Out of the 450 people surveyed on Saturday 3 Oregon, 17 Arizona visiting family, 2 from Hawaii home from college, 23 California. The rest were from the Yakima Valley area and beyond.
- A description of methods used to determine attendance and distinguish among the visitor categories at the event/activity.
 - We had an event booth where we surveyed people as they came by.
 - We took count from the stage to count people viewing the events.
 - We asked for print out of reports from the carnival for their numbers.
 - We collected information from our vendors and asked them to ask people where they were traveling from.
 - We called the local hotel to ask about their occupancy for the weekend and week leading up to the event.

LTAC AWARD AGREEMENT WITH SELAH DOWNTOWN ASSOCIATION

This contractual LTAC Award Agreement (this or the "Agreement") is entered into by and between the municipal government entity of the City of Selah (the "City") on the one part, and the Selah Downtown Association, a Washington non-profit corporation engaged in business via uniform identification number 603 333 082 (the "Recipient"), on the other part.

Recitals

WHEREAS, RCW 35.21.700 empowers any city to "expend monies and conduct promotion of resources and facilities" within the city's corporal limits or general area "by advertising, publicizing, or otherwise distributing information for the purpose of attracting visitors and encouraging tourist expansion"; and

WHEREAS, RCW Chapter 67.28 empowers any city to impose lodging taxes; RCW 67.28.1815 provides that all revenues generated from lodging taxes "shall be credited to a special fund in the treasury of the municipality imposing such tax and used solely for the purpose of paying all or any part of the cost of tourism promotion, acquisition of tourism-related facilities, or operation of tourism-related facilities"; and RCW 67.28.1816 similarly provides (via slightly different terminology) that such revenues must be used for such purposes; and

WHEREAS, the City does – via Selah Municipal Code (SMC) Chapter 4.03 – impose lodging taxes within its corporal limits, as a result the City periodically receives revenues from the State Treasurer that are generated from such taxes, and when such revenues are received the City credits them into the City's "Tourism Fund No. 121" pursuant to SMC Chapter 12.82 (which fund is also known, per SMC Chapter 4.03, as the City's "hotel/motel tax fund"); and

WHEREAS, the City's Tourism Fund No. 121 constitutes the City's "special fund" under RCW 67.28.1815, and, thus, the monies within such fund must be used for tourism promotion, acquisition of tourism-related facilities, and/or operation of tourism-related facilities in accordance with RCW 67.28.1815 and .1816; and

WHEREAS, prior to imposing lodging taxes within its corporal limits, the City established a Lodging Tax Advisory Committee ("LTAC Committee") pursuant to RCW 67.28.1817, and the City maintains its LTAC Committee presently and intends to maintain it indefinitely; and

WHEREAS, the Recipient (as an applicant at the time) submitted a written Application for LTAC Funds (the "Application") to the LTAC Committee, whereby the Recipient sought a specified amount of payment or reimbursement with regard to one or more qualifying usages under RCW Chapter 67.28; and

WHEREAS, the LTAC Committee reviewed and analyzed the Application, determined that it was validly submitted and consistent with RCW Chapter 67.28, and ultimately recommended that it be approved by City Council; and

WHEREAS, the Application was then considered by the City Council and the City Council affirmatively voted to approve the Scope of Work now-specified in "Exhibit A" hereto and the Project Budget now-specified in "Exhibit B" hereto; and

WHEREAS, the parties desire to enter into this Agreement so as to establish the applicable contractual terms, commitments, obligations, restrictions and understandings between the parties with regard to how and when the Recipient will receive LTAC funds and how the Recipient must use such funds;

NOW THEREFORE, the parties agree as follows:

Agreement

1. Incorporation of Recitals. The Recitals set forth above are incorporated by this reference as operative terms of this Agreement, as if each and every Recital is fully set forth within this paragraph 1.

2. Services by Recipient. The Recipient shall perform the services identified in the attached Scope of Work ("Exhibit A" hereto), and shall provide any staffing, materials and/or supplies that are necessary to carry out such work. The Recipient represents and warrants that he/she/it is qualified and capable of performing the services, possesses any necessary technical and professional expertise, and is able to obtain all such staffing, materials and/or supplies.

a. Recipient's Separate Obligations. The parties mutually acknowledge that Recipient may be committed to performing professional services for one or more third-parties separately from this Agreement and potentially concurrently with Recipient's performance under this Agreement. Recipient represents and warrants that his/her/its performance for any third-party shall not hinder or delay Recipient's performance under this Agreement, and Recipient promises to resolve any time, effort, and/or other conflicts in favor of performing under this Agreement.

3. Term for Recipient's Performance. The Recipient shall complete all services in a timely manner and according to any schedule and/or specified date(s) identified with the Application and/or any portion of this Agreement, and all performance must be completed no later than one calendar year after the parties' entry into this Agreement.

4. The LTAC Award. The City shall pay the Recipient, as reimbursement to the Recipient, the lesser of the Recipient's actually-incurred expenses or the maximum amount of \$22,984.80 (the "LTAC Award") in exchange for the Recipient timely and satisfactorily completing the Scope of Work ("Exhibit A" hereto). No payment(s) by the City will occur until after the Scope of Work ("Exhibit A" hereto) is complete and Recipient delivers to the City's Clerk-Treasurer one or more invoice(s) reciting the expenses that the Recipient actually incurred. Upon receipt of any invoice(s), the City shall have a period of thirty (30) calendar days to review and analyze such and to issue proper payment(s) to the Recipient. The LTAC Award shall be the exclusive and total compensation owed and payable to the Recipient in exchange for performance of the Scope of Work ("Exhibit A" hereto).

a. Potential Reduction due to Shortfall of Revenues. The parties mutually acknowledge that the above-specified full LTAC Award amount was established based upon estimated revenue projections. Accordingly, the parties further acknowledge that the City's ability to pay, and thus the City's contractual obligation to pay, the full amount of the LTAC Award is and are expressly contingent upon actual revenues meeting or exceeding such projections. If actual revenues fall short of such projections for any reason or to any degree, the City shall provide written notice to Recipient as to the extent of the shortfall and the parties shall then promptly meet and confer in good faith in an attempt to negotiate one or more appropriate amendment(s) to this Agreement including without limitation reduction or change to the Scope of Work ("Exhibit A" hereto) and/or reduction or change of the above-specified full LTAC Award amount. The provisions of this paragraph 4.a. are without prejudice to either party's termination rights pursuant to paragraph 16.

5. Restrictions on Usage of Funds. Payment(s) hereunder shall be used only for "Tourism Promotion" as defined within RCW 67.28.080(6), and thus meaning activities, operations, and/or expenditures designed to increase tourism, including but not limited to advertising, publicizing, and/or otherwise distributing information for the purpose of attracting and welcoming tourists; developing

strategies to expand tourism; operating tourism promotion agencies; and/or funding the marketing of or the operation of special events and festivals designed to attract tourists.

6. Recipient's Recordkeeping and Status Report Obligations. The Recipient shall maintain accurate accounts and complete records – specifically including, without limitation, invoices and receipts of payment to and/or from the Recipient's employees, agents, staff, subcontractors, suppliers, and/or invitees – in accordance with generally accepted accounting principles and common bookkeeping standards. Recipient shall, within thirty (30) calendar days following completion of the Scope of Work ("Exhibit A" hereto), provide the City with one or more detailed written Status Reports, which shall include, at a minimum, all of the following information:

- a summary of all actions undertaken by the Recipient under this Agreement;
- a complete, itemized accounting of the Recipient's actually-incurred expenses under this Agreement, and copies of all corresponding expenditure receipts or records;
- a list of festivals, special events, instances of Tourism Promotion and/or tourism-related facilities provided by the Recipient under this Agreement;
- the respective amount of revenue expended on, at or during each festival, special event, instance of Tourism Promotion and/or tourism-related facility by the Recipient under this Agreement;
- a summary of the services provided to tourists, if any;
- the overall attendance at each festival or special event, if any;
- the number of non-residents (tourists) served during each festival or special event, if any, including separate specification of the number who traveled more than fifty (50) miles in order to attend;
- the number of overnight stays generated by each festival or tourism event, if any; and
- any other data, information and/or measurements that demonstrate the occurrence of and/or the impact of increased tourism due to each festival, special event, instance of Tourism Promotion and/or or tourism-related facility provided by the Recipient under this Agreement.

a. Additional Information upon Request. The Recipient shall, within ten (10) calendar days following a request by the City for additional information and/or further accounting of services and expenditures, respond to the City in writing and provide each and all of such.

b. Assist with Responding to Public Records Requests. The Recipient shall retain all records consistent with, and for the minimum applicable duration under, applicable the record retention obligations and standards under state law. The Recipient shall fully cooperate with and assist the City with respect to any Public Records Request, subpoena and/or other lawful demand that the City receives that, in whole or in part, seeks copies of any record(s) used, generated, produced, created, received, and/or possessed by the Recipient relative to Recipient's entry into and/or performance under this Agreement. The Recipient shall, within ten (10) calendar days following a request by the City, furnish the City with full and complete copies of any such record(s). Each and every instance of the Recipient failing to timely and/or fully provide such record(s) shall be deemed a material breach of this Agreement. To the extent that the City incurs any monetary penalties, court costs, litigation expenses, attorneys' fees, and/or any other items or expenses as a result of any such breach(es), the Recipient shall timely and fully hold harmless, indemnify and defend the City consistent with paragraph 8.

7. Relationship of Parties. The City and the Recipient are, and will at all times remain, separate and distinct. No partnership, joint venture, employer-employee relationship, and/or principal-agent relationship exists, or will exist, between the City and the Recipient. Rather, the sole relationship is a contractual relationship governed by this Agreement. Recipient is, and will at all times remain, an independent contractor, and Recipient's employees, agents, staff, subcontractors, suppliers, and/or invitees shall not be considered to be employees, agents and/or representatives of the City. Recipient shall have no authority to bind the City to any contract, agreement, commitment, duty, and/or obligation. Recipient shall not represent to any person or entity that Recipient possesses authority to act on behalf of the City and/or discretion to make decisions for the City.

a. City is Not Liable for any Wages, Fringe Benefits and/or Taxes. The City shall not be liable for, obligated to pay or provide to Recipient, and/or obligated to pay or provide to any of Recipient's employees, agents, staff, subcontractors, suppliers, and/or invitees, any wages or salaries, sick leave benefits, vacation accrual or pay, overtime accrual or pay, worker's compensation or industrial insurance coverage or benefits, and/or any other financial or non-financial item or fringe benefit whatsoever including but not limited to those kinds and amounts that the City provides to any of its own direct employees. Nor shall the City be required to calculate, pay, withhold, and/or deduct any social security taxes, income taxes, and/or other kinds or amounts of withholdings or deductions from any amount(s) paid by the City to the Recipient. Rather, all payments shall occur on a IRS 1099 basis and Recipient shall be exclusively responsible for paying its employees, agents, staff, subcontractors, suppliers, and/or invitees, and also exclusively responsible for calculating, paying, withholding, and/or deducting any applicable wages, salaries, fringe benefits, taxes, and/or other withholdings, deductions or obligations.

8. Indemnification. The Recipient agrees to hold harmless, indemnify and defend at the Recipient's own immediate and continuing burden and expense with a lawyer of the City's choice, the City and its officers, officials, agents, employees, departments, contracting parties, risk pools, and/or insurers from, against and with respect to any and all claims, demands, damages, awards, fines, penalties, losses, suits, actions, judgments and costs – including but not limited to costs and attorney's fees, and claims by the Recipient itself and/or the Recipient's own employees, agents, staff, subcontractors, suppliers, and/or invitees of any kind including but not limited to worker's compensation claims or industrial insurance claims – that in any degree arise out of, relate to, are caused by, stem from, and/or are connected with any Recipient action, inaction, omission, process, practice, and/or decision. The Recipient's responsibility under this paragraph 8. shall survive termination of this Agreement.

9. Non-Discrimination. The Recipient shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms and/or conditions of employment, agency and/or contractor status because of such individual's race, color, heredity, ethnicity, national origin sex, sexual orientation, gender, gender identity, religion, creed, age lesser than forty (40), marital status, family status, relationship status, veteran status, actual or perceived disability, and/or necessity of reasonable accommodation(s); nor shall the Recipient limit, segregate and/or classify employees, agents and/or contractors in any way to deprive any individual of opportunities because of one or more of such factors.

10. Insurance. The Recipient shall procure and maintain insurance against claims for injuries to persons and/or damage to property that may arise out of, relate to, are caused by, stem from, and/or are connected with Recipient's performance under this Agreement and all actions, inactions, omissions, processes, practices, and/decisions by Recipient's employees, agents, staff, subcontractors, suppliers, and/or invitees agents, representatives, or employees. At a minimum, such insurance shall include the following:

- Worker's compensation and employer's liability insurance as required by the State of Washington; and

- General commercial liability insurance in an amount not less than a single limit of \$2,000,000.00 for bodily injury, including death and property damage per occurrence, and a combined limit of \$2,000,000.00 general aggregate.

a. Additional Clarifications and Requirements. The amounts listed above are the minimum deemed necessary by the City to protect the City's interests in this matter. The City has made no recommendation to the Recipient as to the kinds or amounts of insurance necessary to protect the Recipient's interests and any decision by the Recipient to carry or not carry insurance kinds and/or amounts in excess of the above-stated minimums is solely that of the Recipient. If the Recipient maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits maintained by the Recipient irrespective of whether such limits are greater than those required by this Agreement and/or whether any Certificate or Endorsement evidences or suggests lower limits of liability.

i. Licensed Provider. All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

ii. City as Additional Insured. The City shall be named on all insurance policies as an additional insured. The Recipient shall submit a Certificate of Insurance to the City evidencing the coverages specified above, together with an Additional Insured Endorsement naming the City, within fifteen (15) calendar days of Recipient's execution of this Agreement and prior to the performance of any work under this Agreement. The Certificate and Endorsement shall cover the work specified in or performed under this Agreement. The Certificate and Endorsement must be project-specific and/or site-specific.

iii. Notice of Cancellation. The Recipient shall provide the City with written notice of any policy cancellation within two (2) business days of Recipient's receipt of such notice. No cancellation, reduction or modification of the foregoing policies shall be effective without thirty (30) days' prior written notice to the City.

iv. Primary Insurance. The Recipient's insurance coverage shall be primary insurance in all regard. Any insurance, self-insurance, and/or insurance pool coverage maintained by the City shall be secondary and excess to the Recipient's insurance and shall not contribute with it.

v. No Limitation of Liability. The Recipient's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Recipient in any regard and/or to otherwise limit the City's recourse as to any remedy available at law or equity.

vi. Failure to Maintain Coverage. Failure on the part of the Recipient to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Recipient demanding that Recipient correct the breach, immediately terminate this Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be, at the City's sole discretion, either repaid to

the City by Recipient on demand and/or offset against any funds due the Recipient from the City.

11. Breach by Recipient. In the event Recipient breaches one or more provision(s) of this Agreement, the City may withhold payment of funds not already paid. Each breach must be remedied within ten (10) calendar days after notification by the City, otherwise the City's obligation to pay any amount(s) under this Agreement shall lapse, expire and be negated.

12. Amendments. This Agreement may be amended by the mutual written agreement of the parties. All amendments shall be signed by both parties and attached to this Agreement.

13. Notices. Any notice or other communication given hereunder shall be deemed sufficient if in writing and delivered personally or by certified mail, return receipt requested, to the address that follows:

City of Selah
Rich Huebner, City Administrator
115 W. Naches Avenue
Selah, WA 98942

Selah Downtown Association
Pattie Graffe, Executive Director
8 N. First Street
Selah, WA 98942

14. Construction. This Agreement shall be construed in a manner reasonably consistent with applicable state law and local regulations.

15. Disputes, Governing Law and Venue. Any disputes that may arise out of, relate to, are caused by, stem from, and/or are connected with Recipient's performance under this Agreement, which are not resolved by negotiation between the parties, shall be litigated in the Yakima County Superior Court. The substantially prevailing party in any such litigation shall be entitled to an award of its reasonable attorneys' fees and incurred costs. This Agreement shall be governed by the laws of the State of Washington.

16. Termination. Either party may terminate this Agreement, with or without cause, upon providing thirty (30) calendar days' written notice to the other party. This Agreement may also be terminated immediately by the City upon failure of Contractor to remedy a breach of this Agreement. Paragraphs 8. (Indemnification), 10. (Insurance), 11. (Breach by Recipient), and 15. (Disputes, Governing Law and Venue) shall each and all survive the expiration or termination of this Agreement.

EXECUTED this 18th day of February, 2025

City of Selah

Selah Downtown Association

By: Rich Huebner
Rich Huebner, City Administrator

By: SEE ATTACHED
Pattie Graffe, Executive Director

the City by Recipient on demand and/or offset against any funds due the Recipient from the City.

11. Breach by Recipient. In the event Recipient breaches one or more provision(s) of this Agreement, the City may withhold payment of funds not already paid. Each breach must be remedied within ten (10) calendar days after notification by the City, otherwise the City's obligation to pay any amount(s) under this Agreement shall lapse, expire and be negated.

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15. Disputes, Governing Law and Venue. Any disputes that may arise out of, relate to, are caused by, stem from, and/or are connected with Recipient's performance under this Agreement, which are not resolved by negotiation between the parties, shall be litigated in the Yakima County Superior Court. The substantially prevailing party in any such litigation shall be entitled to an award of its reasonable attorneys' fees and incurred costs. This Agreement shall be governed by the laws of the State of Washington.

16. Termination. Either party may terminate this Agreement, with or without cause, upon providing thirty (30) calendar days' written notice to the other party. This Agreement may also be terminated immediately by the City upon failure of Contractor to remedy a breach of this Agreement. Paragraphs 8. (Indemnification), 10. (Insurance), 11. (Breach by Recipient), and 15. (Disputes, Governing Law and Venue) shall each and all survive the expiration or termination of this Agreement.

EXECUTED this _____ day of _____, 20__.

City of Selah

Selah Downtown Association

By: _____
Rich Huebner, City Administrator

By: Pattie Graffe
Pattie Graffe, Executive Director

EXHIBIT A

SCOPE OF WORK

Recipient shall facilitate, plan, and host the annual Selah Community 4th of July celebration, the community's annual Independence Day event. Recipient shall undertake all aspects of event management, including facilities, events, volunteer recruitment and management, and marketing. Recipient shall ensure the Activity Information details included in its application - live music, 2 kids zones based on age, beer/cider garden, food vendors, and fireworks - occur and receive all necessary and proper documentation and permits. Marketing shall include, but not necessarily be limited to: Selah Chamber of Commerce and City of Selah newsletters; Selah Journal advertisements and articles; Selah Downtown Association social media, newsletter, and banners; Yakima Valley Tourism website; advertisements on Yakima-area radio; and press release to news stations, newspaper, radio, and Yakima Valley Tourism.

EXHIBIT B
PROJECT BUDGET

Activity	LTAC Funds
Personnel (salaries)	
Administration	
Marketing/Promotion	\$430
Direct Sales Activities	
Minor Equipment	\$3,402.80
Travel	
Contract Services	\$18,000
Other Activities	\$1,152
Total Cost	\$22,984.80

LTAC AWARD AGREEMENT WITH YAKIMA VALLEY TOURISM

This contractual LTAC Award Agreement (this or the “Agreement”) is entered into by and between the municipal government entity of the City of Selah (the “City”) on the one part, and the Yakima Valley Visitors & Convention Bureau, d/b/a Yakima Valley Tourism, a Washington non-profit corporation engaged in business via uniform identification number 601 134 253 (the “Recipient”), on the other part.

Recitals

WHEREAS, RCW 35.21.700 empowers any city to “expend monies and conduct promotion of resources and facilities” within the city’s corporal limits or general area “by advertising, publicizing, or otherwise distributing information for the purpose of attracting visitors and encouraging tourist expansion”; and

WHEREAS, RCW Chapter 67.28 empowers any city to impose lodging taxes; RCW 67.28.1815 provides that all revenues generated from lodging taxes “shall be credited to a special fund in the treasury of the municipality imposing such tax and used solely for the purpose of paying all or any part of the cost of tourism promotion, acquisition of tourism-related facilities, or operation of tourism-related facilities”; and RCW 67.28.1816 similarly provides (via slightly different terminology) that such revenues must be used for such purposes; and

WHEREAS, the City does – via Selah Municipal Code (SMC) Chapter 4.03 – impose lodging taxes within its corporal limits, as a result the City periodically receives revenues from the State Treasurer that are generated from such taxes, and when such revenues are received the City credits them into the City’s “Tourism Fund No. 121” pursuant to SMC Chapter 12.82 (which fund is also known, per SMC Chapter 4.03, as the City’s “hotel/motel tax fund”); and

WHEREAS, the City’s Tourism Fund No. 121 constitutes the City’s “special fund” under RCW 67.28.1815, and, thus, the monies within such fund must be used for tourism promotion, acquisition of tourism-related facilities, and/or operation of tourism-related facilities in accordance with RCW 67.28.1815 and .1816; and

WHEREAS, prior to imposing lodging taxes within its corporal limits, the City established a Lodging Tax Advisory Committee (“LTAC Committee”) pursuant to RCW 67.28.1817, and the City maintains its LTAC Committee presently and intends to maintain it indefinitely; and

WHEREAS, the Recipient (as an applicant at the time) submitted a written Application for LTAC Funds (the “Application”) to the LTAC Committee, whereby the Recipient sought a specified amount of payment or reimbursement with regard to one or more qualifying usages under RCW Chapter 67.28; and

WHEREAS, the LTAC Committee reviewed and analyzed the Application, determined that it was validly submitted and consistent with RCW Chapter 67.28, and ultimately recommended that it be approved by City Council; and

WHEREAS, the Application was then considered by the City Council and the City Council affirmatively voted to approve the Scope of Work now-specified in “Exhibit A” hereto and the Project Budget now-specified in “Exhibit B” hereto; and

WHEREAS, the parties desire to enter into this Agreement so as to establish the applicable contractual terms, commitments, obligations, restrictions and understandings between the parties with regard to how and when the Recipient will receive LTAC funds and how the Recipient must use such funds;

NOW THEREFORE, the parties agree as follows:

Agreement

1. Incorporation of Recitals. The Recitals set forth above are incorporated by this reference as operative terms of this Agreement, as if each and every Recital is fully set forth within this paragraph 1.

2. Services by Recipient. The Recipient shall perform the services identified in the attached Scope of Work ("Exhibit A" hereto), and shall provide any staffing, materials and/or supplies that are necessary to carry out such work. The Recipient represents and warrants that he/she/it is qualified and capable of performing the services, possesses any necessary technical and professional expertise, and is able to obtain all such staffing, materials and/or supplies.

a. Recipient's Separate Obligations. The parties mutually acknowledge that Recipient may be committed to performing professional services for one or more third-parties separately from this Agreement and potentially concurrently with Recipient's performance under this Agreement. Recipient represents and warrants that his/her/its performance for any third-party shall not hinder or delay Recipient's performance under this Agreement, and Recipient promises to resolve any time, effort, and/or other conflicts in favor of performing under this Agreement.

3. Term for Recipient's Performance. The Recipient shall complete all services in a timely manner and according to any schedule and/or specified date(s) identified with the Application and/or any portion of this Agreement, and all performance must be completed no later than one calendar year after the parties' entry into this Agreement.

4. The LTAC Award. The City shall pay the Recipient, as reimbursement to the Recipient, the lesser of the Recipient's actually-incurred expenses or the maximum amount of \$8,773 (the "LTAC Award") in exchange for the Recipient timely and satisfactorily completing the Scope of Work ("Exhibit A" hereto). No payment(s) by the City will occur until after the Scope of Work ("Exhibit A" hereto) is complete and Recipient delivers to the City's Clerk-Treasurer one or more invoice(s) reciting the expenses that the Recipient actually incurred. Upon receipt of any invoice(s), the City shall have a period of thirty (30) calendar days to review and analyze such and to issue proper payment(s) to the Recipient. The LTAC Award shall be the exclusive and total compensation owed and payable to the Recipient in exchange for performance of the Scope of Work ("Exhibit A" hereto).

a. Potential Reduction due to Shortfall of Revenues. The parties mutually acknowledge that the above-specified full LTAC Award amount was established based upon estimated revenue projections. Accordingly, the parties further acknowledge that the City's ability to pay, and thus the City's contractual obligation to pay, the full amount of the LTAC Award is and are expressly contingent upon actual revenues meeting or exceeding such projections. If actual revenues fall short of such projections for any reason or to any degree, the City shall provide written notice to Recipient as to the extent of the shortfall and the parties shall then promptly meet and confer in good faith in an attempt to negotiate one or more appropriate amendment(s) to this Agreement including without limitation reduction or change to the Scope of Work ("Exhibit A" hereto) and/or reduction or change of the above-specified full LTAC Award amount. The provisions of this paragraph 4.a. are without prejudice to either party's termination rights pursuant to paragraph 16.

5. Restrictions on Usage of Funds. Payment(s) hereunder shall be used only for "Tourism Promotion" as defined within RCW 67.28.080(6), and thus meaning activities, operations, and/or expenditures designed to increase tourism, including but not limited to advertising, publicizing, and/or otherwise distributing information for the purpose of attracting and welcoming tourists; developing

strategies to expand tourism; operating tourism promotion agencies; and/or funding the marketing of or the operation of special events and festivals designed to attract tourists.

6. Recipient's Recordkeeping and Status Report Obligations. The Recipient shall maintain accurate accounts and complete records – specifically including, without limitation, invoices and receipts of payment to and/or from the Recipient's employees, agents, staff, subcontractors, suppliers, and/or invitees – in accordance with generally accepted accounting principles and common bookkeeping standards. Recipient shall, within thirty (30) calendar days following completion of the Scope of Work ("Exhibit A" hereto), provide the City with one or more detailed written Status Reports, which shall include, at a minimum, all of the following information:

- a summary of all actions undertaken by the Recipient under this Agreement;
- a complete, itemized accounting of the Recipient's actually-incurred expenses under this Agreement, and copies of all corresponding expenditure receipts or records;
- a list of festivals, special events, instances of Tourism Promotion and/or tourism-related facilities provided by the Recipient under this Agreement;
- the respective amount of revenue expended on, at or during each festival, special event, instance of Tourism Promotion and/or tourism-related facility by the Recipient under this Agreement;
- a summary of the services provided to tourists, if any;
- the overall attendance at each festival or special event, if any;
- the number of non-residents (tourists) served during each festival or special event, if any, including separate specification of the number who traveled more than fifty (50) miles in order to attend;
- the number of overnight stays generated by each festival or tourism event, if any; and
- any other data, information and/or measurements that demonstrate the occurrence of and/or the impact of increased tourism due to each festival, special event, instance of Tourism Promotion and/or or tourism-related facility provided by the Recipient under this Agreement.

a. Additional Information upon Request. The Recipient shall, within ten (10) calendar days following a request by the City for additional information and/or further accounting of services and expenditures, respond to the City in writing and provide each and all of such.

b. Assist with Responding to Public Records Requests. The Recipient shall retain all records consistent with, and for the minimum applicable duration under, applicable the record retention obligations and standards under state law. The Recipient shall fully cooperate with and assist the City with respect to any Public Records Request, subpoena and/or other lawful demand that the City receives that, in whole or in part, seeks copies of any record(s) used, generated, produced, created, received, and/or possessed by the Recipient relative to Recipient's entry into and/or performance under this Agreement. The Recipient shall, within ten (10) calendar days following a request by the City, furnish the City with full and complete copies of any such record(s). Each and every instance of the Recipient failing to timely and/or fully provide such record(s) shall be deemed a material breach of this Agreement. To the extent that the City incurs any monetary penalties, court costs, litigation expenses, attorneys' fees, and/or any other items or expenses as a result of any such breach(es), the Recipient shall timely and fully hold harmless, indemnify and defend the City consistent with paragraph 8.

7. Relationship of Parties. The City and the Recipient are, and will at all times remain, separate and distinct. No partnership, joint venture, employer-employee relationship, and/or principal-agent relationship exists, or will exist, between the City and the Recipient. Rather, the sole relationship is a contractual relationship governed by this Agreement. Recipient is, and will at all times remain, an independent contractor, and Recipient's employees, agents, staff, subcontractors, suppliers, and/or invitees shall not be considered to be employees, agents and/or representatives of the City. Recipient shall have no authority to bind the City to any contract, agreement, commitment, duty, and/or obligation. Recipient shall not represent to any person or entity that Recipient possesses authority to act on behalf of the City and/or discretion to make decisions for the City.

a. City is Not Liable for any Wages, Fringe Benefits and/or Taxes. The City shall not be liable for, obligated to pay or provide to Recipient, and/or obligated to pay or provide to any of Recipient's employees, agents, staff, subcontractors, suppliers, and/or invitees, any wages or salaries, sick leave benefits, vacation accrual or pay, overtime accrual or pay, worker's compensation or industrial insurance coverage or benefits, and/or any other financial or non-financial item or fringe benefit whatsoever including but not limited to those kinds and amounts that the City provides to any of its own direct employees. Nor shall the City be required to calculate, pay, withhold, and/or deduct any social security taxes, income taxes, and/or other kinds or amounts of withholdings or deductions from any amount(s) paid by the City to the Recipient. Rather, all payments shall occur on a IRS 1099 basis and Recipient shall be exclusively responsible for paying its employees, agents, staff, subcontractors, suppliers, and/or invitees, and also exclusively responsible for calculating, paying, withholding, and/or deducting any applicable wages, salaries, fringe benefits, taxes, and/or other withholdings, deductions or obligations.

8. Indemnification. The Recipient agrees to hold harmless, indemnify and defend at the Recipient's own immediate and continuing burden and expense with a lawyer of the City's choice, the City and its officers, officials, agents, employees, departments, contracting parties, risk pools, and/or insurers from, against and with respect to any and all claims, demands, damages, awards, fines, penalties, losses, suits, actions, judgments and costs – including but not limited to costs and attorney's fees, and claims by the Recipient itself and/or the Recipient's own employees, agents, staff, subcontractors, suppliers, and/or invitees of any kind including but not limited to worker's compensation claims or industrial insurance claims – that in any degree arise out of, relate to, are caused by, stem from, and/or are connected with any Recipient action, inaction, omission, process, practice, and/or decision. The Recipient's responsibility under this paragraph 8. shall survive termination of this Agreement.

9. Non-Discrimination. The Recipient shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms and/or conditions of employment, agency and/or contractor status because of such individual's race, color, heredity, ethnicity, national origin sex, sexual orientation, gender, gender identity, religion, creed, age lesser than forty (40), marital status, family status, relationship status, veteran status, actual or perceived disability, and/or necessity of reasonable accommodation(s); nor shall the Recipient limit, segregate and/or classify employees, agents and/or contractors in any way to deprive any individual of opportunities because of one or more of such factors.

10. Insurance. The Recipient shall procure and maintain insurance against claims for injuries to persons and/or damage to property that may arise out of, relate to, are caused by, stem from, and/or are connected with Recipient's performance under this Agreement and all actions, inactions, omissions, processes, practices, and/decisions by Recipient's employees, agents, staff, subcontractors, suppliers, and/or invitees agents, representatives, or employees. At a minimum, such insurance shall include the following:

- Worker's compensation and employer's liability insurance as required by the State of Washington; and

- General commercial liability insurance in an amount not less than a single limit of \$2,000,000.00 for bodily injury, including death and property damage per occurrence, and a combined limit of \$2,000,000.00 general aggregate.

a. Additional Clarifications and Requirements. The amounts listed above are the minimum deemed necessary by the City to protect the City's interests in this matter. The City has made no recommendation to the Recipient as to the kinds or amounts of insurance necessary to protect the Recipient's interests and any decision by the Recipient to carry or not carry insurance kinds and/or amounts in excess of the above-stated minimums is solely that of the Recipient. If the Recipient maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits maintained by the Recipient irrespective of whether such limits are greater than those required by this Agreement and/or whether any Certificate or Endorsement evidences or suggests lower limits of liability.

i. Licensed Provider. All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

ii. City as Additional Insured. The City shall be named on all insurance policies as an additional insured. The Recipient shall submit a Certificate of Insurance to the City evidencing the coverages specified above, together with an Additional Insured Endorsement naming the City, within fifteen (15) calendar days of Recipient's execution of this Agreement and prior to the performance of any work under this Agreement. The Certificate and Endorsement shall cover the work specified in or performed under this Agreement. The Certificate and Endorsement must be project-specific and/or site-specific.

iii. Notice of Cancellation. The Recipient shall provide the City with written notice of any policy cancellation within two (2) business days of Recipient's receipt of such notice. No cancellation, reduction or modification of the foregoing policies shall be effective without thirty (30) days' prior written notice to the City.

iv. Primary Insurance. The Recipient's insurance coverage shall be primary insurance in all regard. Any insurance, self-insurance, and/or insurance pool coverage maintained by the City shall be secondary and excess to the Recipient's insurance and shall not contribute with it.

v. No Limitation of Liability. The Recipient's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Recipient in any regard and/or to otherwise limit the City's recourse as to any remedy available at law or equity.

vi. Failure to Maintain Coverage. Failure on the part of the Recipient to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Recipient demanding that Recipient correct the breach, immediately terminate this Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be, at the City's sole discretion, either repaid to

the City by Recipient on demand and/or offset against any funds due the Recipient from the City.

11. Breach by Recipient. In the event Recipient breaches one or more provision(s) of this Agreement, the City may withhold payment of funds not already paid. Each breach must be remedied within ten (10) calendar days after notification by the City, otherwise the City's obligation to pay any amount(s) under this Agreement shall lapse, expire and be negated.

12. Amendments. This Agreement may be amended by the mutual written agreement of the parties. All amendments shall be signed by both parties and attached to this Agreement.

13. Notices. Any notice or other communication given hereunder shall be deemed sufficient if in writing and delivered personally or by certified mail, return receipt requested, to the address that follows:

City of Selah
Rich Huebner, City Administrator
115 W. Naches Avenue
Selah, WA 98942

Yakima Valley Tourism
John Cooper, President & CEO
10 N. 8th Street
Yakima, WA 98901

14. Construction. This Agreement shall be construed in a manner reasonably consistent with applicable state law and local regulations.

15. Disputes, Governing Law and Venue. Any disputes that may arise out of, relate to, are caused by, stem from, and/or are connected with Recipient's performance under this Agreement, which are not resolved by negotiation between the parties, shall be litigated in the Yakima County Superior Court. The substantially prevailing party in any such litigation shall be entitled to an award of its reasonable attorneys' fees and incurred costs. This Agreement shall be governed by the laws of the State of Washington.

16. Termination. Either party may terminate this Agreement, with or without cause, upon providing thirty (30) calendar days' written notice to the other party. This Agreement may also be terminated immediately by the City upon failure of Contractor to remedy a breach of this Agreement. Paragraphs 8. (Indemnification), 10. (Insurance), 11. (Breach by Recipient), and 15. (Disputes, Governing Law and Venue) shall each and all survive the expiration or termination of this Agreement.

EXECUTED this _____ day of _____, 20__.

City of Selah

Yakima Valley Tourism

By: _____
Rich Huebner, City Administrator

By: _____
John Cooper, President & CEO

EXHIBIT A

SCOPE OF WORK

By vote at the January 27, 2025 meeting of the Selah Lodging Tax Advisory Committee (LTAC), Recipient was awarded funding for four of its seven requests. This Scope of Work shall reflect the four requests awarded to the Recipient:

1. Membership
2. Travel Guide & Map
3. Media Relations
4. Sports Tourism

Membership

The City of Selah shall be a member of Yakima Valley Tourism (Recipient) for the calendar year 2025. As a member, Recipient shall directly market and position Selah as a convenient and attractive destination for tourists through media/publications, direct advertising placement, the Yakima Valley Travel Guide and other printed materials, the Yakima Valley Tourism website, Yakima Valley Visitor Information Center, and to convention/sporting event organizers. Specific benefits of membership include:

- Free listing in Yakima Valley Official Travel Guide
- Free listing on Recipient website
- Event promotion on Recipient's website calendar
- Brochure/rack card distribution at Visitor Information Center
- Complimentary copy of Directory of Conventions & Sporting Events
- Member E-news
- Networking events and educational sessions hosted by Recipient
- Priority referrals

Travel Guide

Recipient shall print and distribute 120,000 copies of the Yakima Valley Travel Guide, Recipient's main fulfillment piece telling the story of the Yakima Valley, which shall also be available online on Recipient's website. Distribution of the Travel Guide shall include, but not necessarily be limited to:

- Polybagged with *425 Magazine* and mailed to upper income, travel ready residents in East King County.
- Distributed to members, travelers at the Fair Avenue and Valley Mall Visitor Centers, mail fulfillments, media kits, and local outlets.
- Distributed to Certified Folder in more than 1,000 locations, including but not limited to:
 - 504 outlets in Western, Eastern, and Vancouver WA.
 - 275 outlets in the Portland, Dalles, and Hood River, OR areas
 - 225 outlets in Boise, Salem, Central Oregon, Pendleton, and Bend

City shall receive prominent placement in the guide due to its membership status.

Media Relations

Recipient shall enact a robust, year-long media relations campaign to sustain written, phone and email inquiries, plus website visits, resulting in increased leisure travel. Recipient shall host multiple travel and feature writers throughout calendar year 2025, and include Selah in media pitches through Recipient's contracted Public Relations firm and to media inquiries received by Recipient's PR manager, include in slides and photos at trade shows, and represent Selah in visiting journalists and travel writers.

Sports Tourism

Recipient shall continue its robust sports tourism marketing program to attract sports tourism events to Selah in 2025. Recipient shall reserve one (1) spot on the Yakima Valley Sports Commission Committee for a representative designated by the City of Selah, provide the City with Yakima Valley sporting schedules, include Selah sports facilities in the Yakima Valley Sports Commission Facilities Guide, serve as a liaison between the City of Selah and Washington Interscholastic Activities Association (WIAA), work with the Greater Yakima Girls Softball Association (GYGSA) to secure hotel partnerships for GYGSA events, secure complimentary hotel rooms and provide gifts for annual USA Softball of Washington events held in Selah, search for additional sports events that can be held in Selah, and attend meetings and serve on event committees related to Selah events as mutually agreed upon.

EXHIBIT B
PROJECT BUDGET

Activity	LTAC Funds
Membership	\$388
Travel Guide	\$2,050
Media Relations	\$1,735
Sports Tourism	\$4,600
Total Cost	\$8,773



Selah City Council

Regular Meeting

AGENDA ITEM SUMMARY

Meeting Date: 2/11/2025

Agenda Number: 13B

Action Item

Title: Resolution, Due to Special Circumstances, Approving a Waiver of Fees Associated with the Preliminary Plat Process for Torkelson Construction for Eagle Ridge Development Phases 2, 3 and 4

From: Rich Huebner, City Administrator

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact:

Funding Source:

Background/Findings/Facts: Torkelson Construction initiated the platting process for the planned Eagle Ridge Development in 1994, when Phases 1 and 2 were issued preliminary plat approval. A new preliminary plat was submitted for the same phases in 1998, and Phase 1 was approved for final plat in 2003. In 2010, a short plat was issued creating additional lots, and in 2014 Phases 2, 3, and 4 were approved through the City's Hearing Examiner.

In 2015, a new preliminary plat was submitted for Phases 2, 3, and 4 to consider changes to the Selah Municipal Code allowing duplexes. The Hearing Examiner recommended approval of the new preliminary plat, which was then issued by the City Council in April 2015.

Pursuant to RCW 58.17.140, a final plat meeting all statutory requirements shall be submitted to the legislative body of the City within five years of the issuance of the preliminary plat, if such issuance was on or after January 1, 2015.

On January 29, 2025, Torkelson Construction's President Carl Torkelson delivered a letter to Mayor Bell, signed by Mr. Torkelson and also former City Attorney Bob Noe and former Community Development Supervisor Jeff Peters. This letter stated that Mr. Torkelson was told by the previous City administration – when the 2015 preliminary plat was issued – that the company had ten years to advance to final plat approval (rather than merely five years). Furthermore, Mr. Torkelson has stated to the Mayor and City Administrator that he relied on such statement by not acting sooner with regard to Phase 2, 3 and/or 4.

Mr. Torkelson has agreed to apply for a new preliminary plat for Phases 2, 3, and 4. However, given the special circumstances, he is requesting a waiver of the otherwise-applicable fees that

would be triggered by a new application. City administration recommends that the City Council approve the requested waiver.

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: N/A **Action Taken:** N/A

RESOLUTION NO. 3185

RESOLUTION, DUE TO SPECIAL CIRCUMSTANCES, APPROVING A WAIVER OF FEES
ASSOCIATED WITH THE PRELIMINARY PLAT PROCESS FOR TORKELSON
CONSTRUCTION FOR EAGLE RIDGE DEVELOPMENT PHASES 2, 3 AND 4

WHEREAS, Torkelson Construction initiated the platting process for the planned Eagle Ridge Development in 1994, when Phases 1 and 2 were approved for preliminary plat; and

WHEREAS, the preliminary plat was extended and/or modified multiple times in the subsequent years; and

WHEREAS, Phases 2, 3, and 4 were approved through the City's Hearing Examiner in 2014; and

WHEREAS, Phases 2, 3, and 4 were resubmitted for a new preliminary plat in 2015 to consider changes to the Selah Municipal Code (SMC) allowing duplexes; and

WHEREAS, the Hearing Examiner recommended approval of the new preliminary plat, which was granted by the City Council in April 2015; and

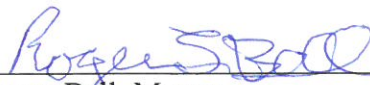
WHEREAS, Torkelson Construction's President Carl Torkelson has provided documentation to the City stating that the previous City administration indicated – in 2015 – that the preliminary plat was valid for a period of ten years (rather than the typical five years), and Mr. Torkelson has stated to the current Mayor and current City Administrator that he relied on such statement by not acting sooner with regard to Phase 2, 3, and/or 4; and

WHEREAS, Torkelson Construction has agreed to resubmit Phases 2, 3, and 4 for preliminary plat, and it is requesting a waiver of the otherwise-applicable fees that would be triggered by a new application; and

WHEREAS, City staff recommends that the waiver be approved;

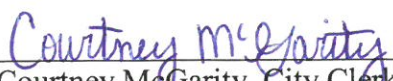
NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON approves, due to special circumstances, a waiver of fees associated with the preliminary plat application and review process for Eagle Ridge Phases 2, 3, and 4.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 11th day of February, 2025.



Roger Bell, Mayor

ATTEST:



Courtney McGarity, City Clerk

APPROVED AS TO FORM:

a.m.c.

Rob Case, City Attorney



Selah City Council

Regular Meeting

AGENDA ITEM SUMMARY

Meeting Date: 2/11/2025

Agenda Number: 13C

Action Item

Title: Resolution Approving and Authorizing the Mayor to Execute a Letter of Agreement with Teamsters Local No. 760 to Correct a Typo in the Monthly Base Compensation Rate Table of the current 2024-2026 Collective Bargaining Agreement with the Selah Police Department's Records, Clerical, and Limited Commission Employees

From: Rich Huebner, City Administrator

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact:

Funding Source:

Background/Findings/Facts: In preparation for the negotiation of new Collective Bargaining Agreements (CBA), a new bargaining unit was established within the Selah Police Department, representing the Records, Clerical, and Limited Commission employees. Specifically, this unit is comprised of the Animal Control Officer/Court Security Officer and the Police Clerk positions, which were previously represented as part of the Police Officer bargaining unit.

During initial negotiations, the unit's representatives from Teamsters Local No. 760 proposed salary adjustments of 6.5% (2024), 6% (2025) and 5.5% (2026), each of which were 1% higher than the adjustments that had been agreed in the Public Works and Police Officers CBAs of 5.5% (2024), 5% (2025), and 4.5% (2026). At the conclusion of negotiations, the Records, Clerical, and Limited Commission Employees unit agreed to the same COLAs as agreed upon with the Public Works and Police Officers units. However, the final executed agreement inadvertently included the proposed rates, and the members of the Records, Clerical and Limited Commission employees were extended a 6.5% salary adjustment in 2024.

City staff met with the Records, Clerical and Limited Commission employees' Business Agent and negotiated the attached Letter of Agreement (LOA) to address the issue. Staff members from both the City and Teamsters Local No. 760 reviewed data and confirmed that a correction to a 4% COLA for those employees in 2025 would balance out the discrepancy. The attached LOA, if approved by Council, will modify Appendix A, Article 1.A of the CBA to reflect the corrected salary adjustments. Teamsters agreed for the Records, Clerical, and Limited Commission staff to receive a 4% salary adjustment beginning January 1, 2025 while the terms of the LOA were finalized. City staff recommends Council approval of the attached LOA.

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

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

Date: **Action Taken:**

04/09/2024	Council approved new Collective Bargaining Agreements with Police Sergeants and Officers, Police Records, Clerical and Limited Commission Employees, and Public Works Department union represented employees.
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RESOLUTION NO. 3186

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A
LETTER OF AGREEMENT WITH TEAMSTERS LOCAL NO. 760 TO CORRECT A TYPO
IN THE MONTHLY BASE COMPENSATION RATE TABLE OF THE CURRENT 2024-2026
COLLECTIVE BARGAINING AGREEMENT WITH THE SELAH POLICE
DEPARTMENT'S RECORDS, CLERICAL, AND LIMITED COMMISSION EMPLOYEES

WHEREAS, in preparation for negotiations for new Collective Bargaining Agreements (CBA), a new bargaining unit was established within the Selah Police Department representing Records, Clerical, and Limited Commission employees; and

WHEREAS, in preliminary negotiations, this unit proposed salary adjustments of 6.5% (2024), 6% (2025) and 5.5% (2026), which were 1% above the adjustments agreed to in the two other CBAs; and

WHEREAS, the final agreement between the City and Teamsters Local No. 760 included the same salary adjustments – 5.5% (2024), 5% (2025) and 4.5% (2026) – as the other two CBAs; and

WHEREAS, the final signed CBA with the Records, Clerical, and Limited Commission employees inadvertently included the initial proposed rates and the members were extended a 6.5% salary adjustment in 2024; and

WHEREAS, the City and Teamsters Local No. 760 have negotiated the instant Letter of Agreement (LOA) to correct the discrepancy.

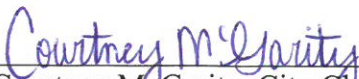
NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON that the City Council approves and authorizes the Mayor to execute a Letter of Agreement with Teamsters Local No. 760 to correct a typo in the Monthly Base Compensation Rate table of the current 2024-2026 Collective Bargaining Agreement with the Selah Police Department's Records, Clerical, and Limited Commission employees.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 11th day of February, 2025.



Roger Bell, Mayor

ATTEST:



Courtney McGarity, City Clerk

APPROVED AS TO FORM:



Rob Case, City Attorney

Richard Salinas
Secretary/Treasurer

GENERAL TEAMSTERS, FOOD PROCESSING EMPLOYEES, PUBLIC EMPLOYEES, WAREHOUSEMEN and HELPERS



LOCAL UNION NO. 760

Affiliated with

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

GENERAL OFFICE: 1211 WEST LINCOLN • (509) 452-7194 • FAX (509) 452-7354 • YAKIMA, WASHINGTON 98902

AREA OFFICES:

1737 N. WENATCHEE AVE., STE. F • (509) 667-7760 • WENATCHEE, WASHINGTON 98801
514 WEST THIRD • (509) 765-7460 • MOSES LAKE, WASHINGTON 98837

LETTER OF AGREEMENT

THIS LETTER OF AGREEMENT (LOA) is entered into by and between the City of Selah (Employer), and the Teamsters Local Union No. 760 (Union) representing the Records, Clerical, and Limited Commission employees of the Selah Police Department.

WHEREAS, the Employer and the Union have an existing Collective Bargaining Agreement for the term of January 1, 2024 through December 31, 2026, which includes the following position classifications: ACO/SCO 1, ACO/SCO 2, Police Clerk 1, Police Clerk 2 and Probationary Clerk.

WHEREAS, the Union and the City agree that the wage scales and wage increases recited within the Collective Bargaining Agreement need to be corrected due to typos that occurred therein versus what the parties actually agreed to during their collective bargaining negotiation sessions, how the parties have been proceeding during the time (2024) that such typos have existed, and what the parties need to do in order to achieve conformity to their true negotiated understanding for the remainder of the term (2025 and 2026).

NOW, THEREFORE, based on the above recitals, the parties mutually agree to the following:

Appendix A, Article 1.A of the Collective Bargaining Agreement is amended and shall read as follows:

ARTICLE 1A – CLASSIFICATIONS – WAGE RATES – OTHER PROVISIONS

1.A.1 The following compensation schedule for employees of this bargaining unit shall be effective January 1, 2024. Although this Agreement will be voted upon, ratified, and become effective subsequent to such effective date, the parties agree that employees shall receive retroactive pay for any hours worked or taken as paid leave from January 1, 2024, through the date that this Agreement becomes effective, as allowed by RCW 41.56.950 and other law and consistent with the parties' during-negotiation interim understanding that retroactivity would occur. The Employer shall issue all retroactive payments, less ordinary withholdings, and deductions, prior to or concurrently with the second payroll following the effective date of this Agreement.

2024 5.0% increase above the 2023 wage rates.
2025 4.0% increase above the 2024 wage rates.
2026 4.5% increase above the 2025 wage rates.

Classification	Monthly Base Compensation Rate		
	2024	2025	2026
ACO / SCO 1	\$5,622	\$5,848	\$6,110
ACO / SCO 2	\$4,965	\$5,164	\$5,396
Police Clerk 1	\$5,423	\$5,641	\$5,894
Police Clerk 2	\$4,785	\$4,977	\$5,200
Probationary Clerk	\$3,893	\$4,048	\$4,230

IN WITNESS WHEREOF, the parties agree that this Letter of Agreement shall be in full force and effect upon signature by both parties. The remainder of the Collective Bargaining Agreement remains in full force and effect and is unchanged except were specifically amended or modified by this Letter of agreement.

DATED _____ day of January 2025.

FOR THE CITY OF SELAH


 Roger Bell
 Mayor
2-11-2025

FOR TEAMSTERS LOCAL UNION NO. 760


 Richard A. Salinas
 Secretary Treasurer
1.30.25



Selah City Council

Regular Meeting

AGENDA ITEM SUMMARY

Meeting Date: 2/11/2025

Agenda Number: 14A

Action Item

Title: Ordinance Repealing Preexisting Selah Municipal Code Chapter 9.06 and Enacting a New Selah Municipal Coded Chapter 12.03

From: Rob Case, City Attorney

Action Requested: Approval. (A first presentation occurred on January 28, 2025.)

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: None

Funding Source: N/A

Background/Findings/Facts: This is part of the ongoing process of modernizing and revising the Selah Municipal Code (SMC).

For some unexplained reason, the preexisting SMC Chapter 9.06, labeled “Water Fund”, has been located within Title 9 which is supposed to address Public Service and Utilities rather than within Title 12 which addresses Funds. It makes sense to relocate the Water Fund chapter such that it will henceforth be included within Title 12. The attached proposed Ordinance would – if approved – effectuate the relocation, within a to-be-enacted a new SMC Chapter 12.03.

In addition, the attached proposed Ordinance also sets forth a substantive rewrite of the preexisting provisions, so as to modernize the language and more fully explain when and how monies from the Water Fund may be spent.

Recommended Motion: I move to approve the proposed 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:

ORDINANCE NO. 2242

ORDINANCE REPEALING PREEXISTING SELAH MUNICIPAL CODE CHAPTER 9.06
AND ENACTING A NEW SELAH MUNICIPAL CODE CHAPTER 12.03

WHEREAS, City staff has recommended that the currently-existing Chapter 9.06, labeled "Water Fund", of the Selah Municipal Code (SMC) be repealed and that it be replaced by a to-be-enacted new Chapter 12.03, labeled "Water Fund", so as to to promote better organization of the SMC, to more greatly conform with general formatting of other portions of the SMC, and also to implement additional substantive changes; and

WHEREAS, the City Council finds that good cause exists;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, does hereby ordain as follows:

Section 1. Repeal of SMC Chapter 9.06. That SMC Chapter 9.06, which presently reads and provides as follows:

Chapter 9.06 WATER FUND

9.06.010 Water fund created.

A fund to be known and designated as "water fund" is created.

9.06.020 Revenue for water system.

All money received by the city from the operation of its water system shall be deposited into the water fund for the payment of warrants issued on the fund.

9.06.030 Use of water fund.

Money deposited into the water fund shall be used for the following purposes only; for the operation and maintenance of the water system of the city; for the making of additions and betterments to the extension of the water system of the city; and for the payment of principal and interest of revenue bonds against the water department or transferring from the water fund of any moneys therein for the purpose of meeting sinking fund requirements for the retirement of revenue bonds issued against the water department.

9.06.040 City clerk-treasurer to issue warrants.

The city clerk-treasurer is authorized and directed to issue warrants drawn on said fund in payment of any of the purposes set forth in S.C. 9.06.030 of this ordinance, said warrants to be issued only upon proper vouchers therefor duly audited and allowed by the city council.

9.06.050 Presentation of warrants, insufficient funds, interest.

That upon the issuance of any warrant on said fund the same shall be presented to the city treasurer for payment and if there is then sufficient money in said fund to paid said warrant he must then pay the same, but if there is not sufficient money in said fund to pay such warrant he must endorse on said warrant the words "not paid for want of funds," the date of the endorsement and his signature. That from and after the date of such endorsement said warrant shall draw interest at the rate 4 percent per annum and until paid as hereinafter provided.

9.06.060 Order of priority, notice of sufficiency and prior insufficiency.

All warrants issued on said fund shall be paid in the order of their date and presentation to the treasurer for payment and if not paid for want of funds when thereafter there is sufficient money in said fund to pay any warrant or warrants with interest, the city treasurer shall give notice thereof in the official paper of the city by one publication. Said notice shall fix a day certain not less than five (5) days after the date of publication of said notice on or after which said warrants will be paid and all interest on such warrants shall cease on said day.

; shall be and hereby is fully repealed.

Section 2. Enactment of SMC Chapter 12.03. That a new SMC Chapter 12.03 shall be and hereby is enacted, to read and provide as follows:

Chapter 12.03 WATER FUND

12.03.010 Creation.

There is created a fund to be known as the "water fund".

12.03.020 Deposits into fund.

All revenues generated by the city's domestic water system – after applicable interfund utility tax(es), if any, are withheld – shall be deposited into the water fund.

12.03.030 Use of monies.

Monies in the water fund shall only be used for one or more the following purposes: (a) for the operation and maintenance of the city's domestic water system, including payment of compensation to employees or contractors for operating or maintaining the system; (b) for the planning and making of additions or betterments to the city's domestic water system, including payment of compensation to employees or contractors for planning and making additions or betterments to the system; (c) for a lawful interfund loan to another city fund, on reasonable and appropriate terms;

(d) as directed by the state auditor's office, a court of law, or an arbitration authority exercising proper jurisdiction; or (e) for the payment of principal, interest or both on a revenue bond or warrant issued by the city or on its behalf when such revenue bond or warrant established a debt of, a repayment obligation from, or security against by the city's domestic water fund.

12.03.040 Issuance of warrants.

The city finance director or his/her delegatee, if any, may issue warrants drawn on the water fund for payment of a purpose allowed by section 12.03.030, provided that proper vouchers must be presented to, audited by and approved by the city council.

12.03.050 Presentation of warrants, insufficient funds, interest.

When a validly-issued warrant is presented for payment, full payment shall be made from the water fund if sufficient monies are available and, upon making full payment, the city finance director or his/her delegatee, if any, shall mark it as "paid in full" and also sign and date the warrant. If sufficient monies to make full payment are not available, the city finance director or his/her delegatee, if any, shall mark the warrant as "not paid due to currently-insufficient funds" and also sign and date the warrant. A warrant that is not paid in full when presented shall thereafter accrue simple monetary interest at the rate four percent (4.00%) per annum and until it is paid in full.

12.03.060 Order of priority, notice of sufficiency and prior insufficiency.

All warrants issued on the water fund shall be paid in the order of their date and presentation for payment. If one or more warrants are not paid due to currently-insufficient funds and thereafter sufficient funds to pay such warrant or warrants and the accrued interest thereon come to exist in the water fund, the city finance director or his/her delegatee, if any, shall publish notice once in the city's official newspaper. Such notice shall state that sufficient funds to make full payment now exist, specify a day certain not less than five (5) days after the date of publication of said notice on or after which the previously-unpaid warrants will be full paid with accrued interest, and declare that the accrual of interest on such warrants shall cease on the specified day certain.

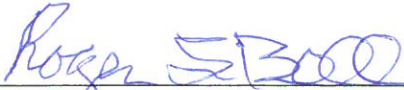
Section 3. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be preempted by state or federal law or regulation, 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 4. 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.

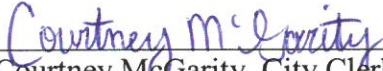
Section 5. Publishing & Effective Date. Consistent with RCW 35A.12.130 (3rd ¶) and .160 (1st and 2nd ¶¶), this Ordinance or a summary of it shall be published at least once in the City's official newspaper prior to the Ordinance taking effect.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH,
WASHINGTON this 11th day of February, 2025.



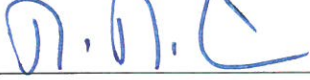
Roger Bell, Mayor

ATTEST:



Courtney McGarity, City Clerk

APPROVED AS TO FORM:



Rob Case, City Attorney



Selah City Council

Regular Meeting

AGENDA ITEM SUMMARY

Meeting Date: 2/11/2025

Agenda Number: 14B

Action Item

Title: Ordinance Enacting a New Selah Municipal Coded Chapter 12.04

From: Rob Case, City Attorney

Action Requested: Approval. (A first presentation occurred on January 28, 2025.)

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: None

Funding Source: N/A

Background/Findings/Facts: This is part of the ongoing process of modernizing and revising the Selah Municipal Code (SMC).

For some unexplained reason, the City has had an SMC Chapter pertaining to the Water Fund (which subject is addressed via a separate AIS) but not a Chapter pertaining to the Sewer Fund (or one pertaining to the Garbage Fund, which subject will be addressed via another separate AIS).

The attached proposed Ordinance would – if approved – enact a new SMC Chapter 12.04, labeled “Sewer Fund”. Substantively, such new Chapter would mimic and serve as counterpart-companion to the separate chapters about the City’s other enterprise funds (the Water Fund and the Garbage Fund). It will explain when and how monies from the Sewer Fund may be spent.

Recommended Motion: I move to approve the proposed 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:

ORDINANCE NO. 2243

ORDINANCE ENACTING A NEW SELAH MUNICIPAL CODE CHAPTER 12.04

WHEREAS, City staff has recommended a new Chapter 12.04, labeled "Sewer Fund", of the Selah Municipal Code (SMC) be enacted, to be a counterpart-companion to a separate (preexisting and to-be-recodified) Chapter that addresses the Water Fund and also a (to-be-enacted) separate Chapter that addresses the Garbage Fund; and

WHEREAS, the City Council finds that good cause exists;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, does hereby ordain as follows:

Section 1. Enactment of SMC Chapter 12.04. That a new SMC Chapter 12.04 shall be and hereby is enacted, to read and provide as follows:

Chapter 12.04 SEWER FUND

12.04.010 Creation.

There is created a fund to be known as the "sewer fund".

12.04.020 Deposits into fund.

All revenues generated by the city's sewer system – after applicable interfund utility tax(es), if any, are withheld – shall be deposited into the sewer fund.

12.04.030 Use of monies.

Monies in the sewer fund shall only be used for one or more the following purposes: (a) for the operation and maintenance of the city's sewer system, including payment of compensation to employees or contractors for operating or maintaining the system; (b) for the planning and making of additions or betterments to the city's sewer system, including payment of compensation to employees or contractors for planning and making additions or betterments to the system; (c) for a lawful interfund loan to another city fund, on reasonable and appropriate terms; (d) as directed by the state auditor's office, a court of law, or an arbitration authority exercising proper jurisdiction; or (e) for the payment of principal, interest or both on a revenue bond or warrant issued by the city or on its behalf when such revenue bond or warrant established a debt of, a repayment obligation from, or security against by the city's sewer fund.

12.04.040 Issuance of warrants.

The city finance director or his/her delegatee, if any, may issue warrants drawn on

the sewer fund for payment of a purpose allowed by section 12.04.030, provided that proper vouchers must be presented to, audited by and approved by the city council.

12.04.050 Presentation of warrants, insufficient funds, interest.

When a validly-issued warrant is presented for payment, full payment shall be made from the sewer fund if sufficient monies are available and, upon making full payment, the city finance director or his/her delegatee, if any, shall mark it as "paid in full" and also sign and date the warrant. If sufficient monies to make full payment are not available, the city finance director or his/her delegatee, if any, shall mark the warrant as "not paid due to currently-insufficient funds" and also sign and date the warrant. A warrant that is not paid in full when presented shall thereafter accrue simple monetary interest at the rate four percent (4.00%) per annum and until it is paid in full.

12.04.060 Order of priority, notice of sufficiency and prior insufficiency.

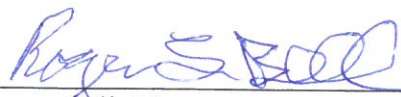
All warrants issued on the sewer fund shall be paid in the order of their date and presentation for payment. If one or more warrants are not paid due to currently-insufficient funds and thereafter sufficient funds to pay such warrant or warrants and the accrued interest thereon come to exist in the sewer fund, the city finance director or his/her delegatee, if any, shall publish notice once in the city's official newspaper. Such notice shall state that sufficient funds to make full payment now exist, specify a day certain not less than five (5) days after the date of publication of said notice on or after which the previously-unpaid warrants will be full paid with accrued interest, and declare that the accrual of interest on such warrants shall cease on the specified day certain.

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.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH,
WASHINGTON this 11th day of February, 2025.



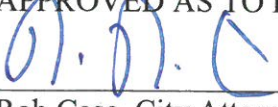
Roger Bell, Mayor

ATTEST:



Courtney McGarity, City Clerk

APPROVED AS TO FORM:



Rob Case, City Attorney



Selah City Council

Regular Meeting

AGENDA ITEM SUMMARY

Meeting Date: 2/11/2025

Agenda Number: 14C

Action Item

Title: Ordinance Enacting a New Selah Municipal Coded Chapter 12.05

From: Rob Case, City Attorney

Action Requested: Approval. (A first presentation occurred on January 28, 2025.)

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: None

Funding Source: N/A

Background/Findings/Facts: This is part of the ongoing process of modernizing and revising the Selah Municipal Code (SMC).

For some unexplained reason, the City has had an SMC Chapter pertaining to the Water Fund (which subject is addressed via a separate AIS) but not a Chapter pertaining to the Garbage Fund (or one pertaining to the Sewer Fund, which subject will be addressed via another separate AIS).

The attached proposed Ordinance would – if approved – enact a new SMC Chapter 12.05, labeled “Garbage Fund”. Substantively, such new Chapter would mimic and serve as counterpart-companion to the separate chapters about the City’s other enterprise funds (the Water Fund and the Sewer Fund). It will explain when and how monies from the Garbage Fund may be spent.

Recommended Motion: I move to approve the proposed 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:

ORDINANCE NO. 2244

ORDINANCE ENACTING A NEW SELAH MUNICIPAL CODE CHAPTER 12.05

WHEREAS, City staff has recommended a new Chapter 12.05, labeled "Garbage Fund", of the Selah Municipal Code (SMC) be enacted, to be a counterpart-companion to a separate (preexisting and to-be-recodified) Chapter that addresses the Water Fund and also a (to-be-enacted) separate Chapter that addresses the Sewer Fund; and

WHEREAS, the City Council finds that good cause exists;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, does hereby ordain as follows:

Section 1. Enactment of SMC Chapter 12.05. That a new SMC Chapter 12.05 shall be and hereby is enacted, to read and provide as follows:

Chapter 12.05 GARBAGE FUND

12.05.010 Creation.

There is created a fund to be known as the "garbage fund".

12.05.020 Deposits into fund.

All revenues generated by the city's garbage collection service – after applicable interfund utility tax(es), if any, are withheld – shall be deposited into the garbage fund. This includes revenues generated via a city-owned collection service or via a third-party contractor service performed on the city's behalf.

12.05.030 Use of monies.

Monies in the garbage fund shall only be used for one or more the following purposes: (a) for the operation and maintenance of the city's garbage collection service, including payment of compensation to employees or contractors for operating or maintaining the service; (b) for the planning and making of additions or betterments to the city's garbage collection service, including payment of compensation to employees or contractors for planning and making additions or betterments to the service; (c) for a lawful interfund loan to another city fund, on reasonable and appropriate terms; (d) as directed by the state auditor's office, a court of law, or an arbitration authority exercising proper jurisdiction; or (e) for the payment of principal, interest or both on a revenue bond or warrant issued by the city or on its behalf when such revenue bond or warrant established a debt of, a repayment obligation from, or security against by the city's garbage fund.

12.05.040 Issuance of warrants.

The city finance director or his/her delegatee, if any, may issue warrants drawn on the garbage fund for payment of a purpose allowed by section 12.05.030, provided that proper vouchers must be presented to, audited by and approved by the city council.

12.05.050 Presentation of warrants, insufficient funds, interest.

When a validly-issued warrant is presented for payment, full payment shall be made from the garbage fund if sufficient monies are available and, upon making full payment, the city finance director or his/her delegatee, if any, shall mark it as "paid in full" and also sign and date the warrant. If sufficient monies to make full payment are not available, the city finance director or his/her delegatee, if any, shall mark the warrant as "not paid due to currently-insufficient funds" and also sign and date the warrant. A warrant that is not paid in full when presented shall thereafter accrue simple monetary interest at the rate four percent (4.00%) per annum and until it is paid in full.

12.05.060 Order of priority, notice of sufficiency and prior insufficiency.

All warrants issued on the garbage fund shall be paid in the order of their date and presentation for payment. If one or more warrants are not paid due to currently-insufficient funds and thereafter sufficient funds to pay such warrant or warrants and the accrued interest thereon come to exist in the garbage fund, the city finance director or his/her delegatee, if any, shall publish notice once in the city's official newspaper. Such notice shall state that sufficient funds to make full payment now exist, specify a day certain not less than five (5) days after the date of publication of said notice on or after which the previously-unpaid warrants will be full paid with accrued interest, and declare that the accrual of interest on such warrants shall cease on the specified day certain.

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.

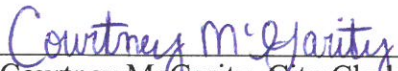
Section 4. Publishing & Effective Date. Consistent with RCW 35A.12.130 (3rd ¶) and .160 (1st and 2nd ¶¶), this Ordinance or a summary of it shall be published at least once in the City's official newspaper prior to the Ordinance taking effect.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH,
WASHINGTON this 11th day of February, 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: 2/11/2025

Agenda Number: 14D

Action Item

Title: Ordinance Repealing Preexisting Version of Selah Municipal Code Section 9.02.140 and Enacting a New Version Thereof

From: Rob Case, City Attorney

Action Requested: Approval. (A first presentation of this item occurred on January 28, 2025.)

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: None by this action

Funding Source: N/A

Background/Findings/Facts: This is part of the ongoing process of modernizing and revising the Selah Municipal Code (SMC).

The preexisting version of SMC section 9.02.140 is labeled “Water service charges.” It needs to be updated to conform with current City procedure, and also to more specifically outline the steps the City will undertake when a water utility customer does not make full timely payment on an account.

A new delinquency fee of thirty dollars (\$30.00) will be specified for any utility account, rather than the preexisting ten dollars (\$10.00) for water and/or sewer and three dollars (\$3.00) for garbage. *See and Compare*, SMC old version of 1.41.020 and SMC new version of 9.02.140(a). The new delinquency fee will be set forth within the new version of SMC Chapter 9.02 and also within the (to-be-separately-enacted) new version of SMC Chapter 20.03, however only one delinquency fee will be applied per instance (rather than two doses of the fee, per each code section).

Most notably, a pre-shut contest hearing will be added to the City’s process. Such hearing will provide the customer with legal due process, prior to water service potentially being shut off.

These are necessary and appropriate changes, and additional related changes will likely be proposed a later date.

Recommended Motion: I move to approve the proposed 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:

ORDINANCE NO. 2245

ORDINANCE REPEALING PREEXISTING VERSION OF SELAH MUNICIPAL CODE
SECTION 9.02.140 AND ENACTING A NEW VERSION THEREOF

WHEREAS, City staff has recommended that the currently-existing version of section 9.02.140, currently labeled "Water service charges", of the Selah Municipal Code (SMC) should be fully repealed and replaced by different to-be-enacted language, so as to implement a contest hearing prior to water being shut off due to delinquency, and also to implement additional substantive changes; and

WHEREAS, the City Council finds that good cause exists;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, does hereby ordain as follows:

Section 1. Repeal of Preexisting Version of SMC Section 9.02.140. That the preexisting version of SMC section 9.02.140, which presently reads as follows:

9.02.140 Water service charges.

(a) All charges for water service shall be due to the city clerk-treasurer on or before the tenth day of the month succeeding the date the bill was rendered. Water bills shall be presented monthly for water services delivered in the metered month prior to the bill. Water service shall be suspended to any property for which the service charge remains unpaid by the tenth day of the next succeeding month. The clerk-treasurer shall notify the property owner or customer in the next succeeding month following the initial service charge billing of the fact that payment has not been received. In the event of failure to pay the one month delinquent payment appearing upon the bill notifying the property owner or consumer of the nonpayment the water service shall be discontinued.

(b) In the event of disconnection of water service for delinquencies, the property owner or occupant shall be charged ten dollars for the service of disconnecting the water service. The property owner or occupant shall be charged ten dollars for the service of reconnecting the water service. Service to any property disconnected for delinquencies shall not be reinstated until all delinquencies, disconnection charges, and reconnection charges have been paid to the clerk-treasurer.

; shall be and hereby is fully repealed.

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Section 2. Enactment of New Version of SMC Section 9.02.140. That a new version of SMC section 9.02.140, to read as follows:

9.02.140 Water monthly charges, delinquent fees, pre-shut off contest hearing, and shut offs due to delinquency.

(a) Interval of Regular Billing Invoices. Regular billing invoices will be sent by the city (or on the city's behalf) to domestic water customers on an approximate-but-not-strictly-monthly basis, because water meter readings are often performed or generated multiple days prior to or after the turn of a calendar month.

(b) Due Date of Regular Billing Invoices. The combined financial amount owed by a customer for the water monthly minimum charge (a/k/a water base fee or ready-to-serve amount) and, if any, for a monthly water consumption usage charge (a/k/a overage or water consumption) shall be due and payable to the city (or to the payment service then engaged by the city to act on its behalf) on or before 4:30 p.m., on the day that is the latter of (1) the twentieth calendar day after the date that a billing invoice therefor was sent by the city (or on the city's behalf) to the customer or (2) the date recited on the billing invoice under the "due date" column or as otherwise specified on the billing invoice.

(c) Delinquency Date and Fee. If full payment of an invoiced financial amount is not actually received by the city (or by the payment service then engaged by the city to act on its behalf) on or before 4:30 p.m., on the calendar day that is the fortieth calendar day after the date that the billing invoice therefor was sent, the utility account shall enter delinquent status. When a utility account enters delinquent status, a one-time delinquency fee of thirty dollars (\$30.00) shall be owed in addition to any then-unpaid portion of a previously-invoiced financial amount (and, also, in addition to any new combined financial amount(s) invoiced to the customer for any succeeding month(s)). The delinquency fee shall be included on all subsequent billing invoices and notices sent to the customer and, if different from the customer and when written request has been made, to the property owner, until such time as it is fully paid.

(d) Notice of Delinquency, of Potential Shut Off, and of Right to Pre-Shut Off Contest Hearing. When a utility account enters delinquent status, the city (or a service acting on the city's behalf) shall send a written notice of delinquency to the customer and, if different from the customer and when written request has been made, to the property owner, consistent with this subsection (d). The delinquency notice may be included on, within or together with a next forthcoming regular billing invoice, and, thus, it does not have to be separate document or mailing, and no specific title or format is necessary; provided however that the notice must specify (1) the date on which water service to the property will presumptively be shut off (a/k/a disconnected) due to delinquency, which date must be at least seven calendar days after the date that the delinquency notice was sent, (2) the cumulative amount and individual amounts of delinquent charges and items that must be fully

paid to avoid shut off of water service to the property, (3) that, consistent with RCW 35.21.302 or other applicable law, if water service becomes shut off to the property and a heat-related alert is then issued or announced by the national weather service for an area that includes the property in question, that a request may be communicated to the public works department to have the water turned back on, and (4) that the customer or, if different from the customer and when written request has been made, the property owner, may request, in writing, a pre-shut off contest hearing before the public works director or his/her delegatee, if any, in order to dispute the existence or amount of the delinquency.

(e) Pre-Shut Off Contest Hearing. A written request for a pre-shut off contest hearing must be actually received by the city prior to, and not on, the date specified in the delinquency notice as the date on which water service will presumptively be shut off due to delinquency; if it is received later, it shall be of no effect and the customer shall be deemed to have waived his/her/its right to a pre-shut off contest hearing. Upon timely receipt of a written request, the public works director or his/her delegatee, if any, shall notify the customer and, if different from the customer and when written request has been made, the property owner, in writing of the date, time and place of the pre-shut off contest hearing. The hearing shall be conducted briefly and informally, and may, at the city's option, be conducted via telephone or internet videoconference rather than in-person.

(f) No Shut Off Pending Outcome of Hearing. Pending the outcome of a pre-shut off contest hearing, water service to the subject property shall not be shut off due to delinquency.

(g) Result of Hearing. Following conclusion of a pre-shut off contest hearing, the public works director or his/her delegatee, if any, shall notify the customer and, if different from the customer and when written request has been made, the property owner, in writing as to whether the city has concluded that the delinquency in question does or does not validly exist. If the determination is that the delinquency does not validly exist, any improper water charges or items that were specified on the delinquency notice or any other notice or invoice shall be rescinded by the city and water service to the property shall not be shut off due to the supposed delinquency. If the determination is that the delinquency does validly exist, the public works director or his/her delegatee, if any, shall notify the customer and, if different from the customer and when written request has been made, the property owner, in writing as to (1) the cumulative amount and individual amounts of delinquent charges and items, (2) the date on which water service to the property will be shut off, and (3) that no further pre-shut off contest rights or options exist administratively (i.e., outside of the court system).

(h) Shutting off of Water; Turning of Water Back on. Water service to a property shall be promptly shut off when the utility account for that property is in delinquency status due to a cumulative amount owed exceeding one hundred dollars (>\$100.00) and the delinquency is not fully resolved by the presumptive shut off

date specified in the delinquency notice (without a pre-shut off contest hearing occurring) or is not fully resolved by the date specified on a post-hearing written notice from the public works director or his/her delegatee, if any (following a pre-shut off contest hearing having occurred). When water service to a property has been shut off due to an unresolved delinquency, it shall not be turned back on until the delinquency is fully resolved.

; shall be and hereby is enacted.

Section 3. 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 4. 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.

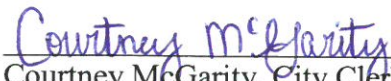
Section 5. Publishing & Effective Date. Consistent with RCW 35A.12.130 (3rd ¶) and .160 (1st and 2nd ¶¶), this Ordinance or a summary of it shall be published at least once in the City's official newspaper prior to the Ordinance taking effect.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH,
WASHINGTON this 11th day of February, 2025.



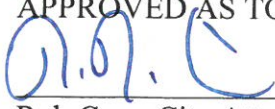
Roger Bell, Mayor

ATTEST:



Courtney McGarity, City Clerk

APPROVED AS TO FORM:



Rob Case, City Attorney



Selah City Council

Regular Meeting

AGENDA ITEM SUMMARY

Meeting Date: 2/11/2025

Agenda Number: 14E

Action Item

Title: Ordinance Repealing Preexisting Selah Municipal Code Chapter 1.41 and Recodifying those Topics within a new Selah Municipal Coded Chapter 20.03

From: Rob Case, City Attorney

Action Requested: Approval. (A first presentation occurred on January 28, 2025.)

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: None by this action

Funding Source: N/A

Background/Findings/Facts: This is part of the ongoing process of modernizing and revising the Selah Municipal Code (SMC).

The preexisting version of SMC Chapter 1.41, labeled “Service Fees”, is included within Title 1 – which is odd. Such Chapter really only addresses two topics: (i) a service fee for a dishonored check or item (a/k/a NSF fee), and (ii) delinquent fees when the charges and items on a utility account are not timely paid. Organizationally, both topics should be addressed within Title 20, labeled “Unified Fee Schedule”. Substantively, the applicable amounts should be increased – which has not happened for quite a while. Also, additional related provision should be added.

The attached proposed Ordinance would – if adopted – fully repeal the preexisting SMC Chapter 1.41, and also enact a new SMC Chapter 20.03.

Multiple substantive changes would occur, not all of which are summarized within the instant AIS. As a partial summary: The NSF fee would increase from \$20.00 to \$40.00. *See and Compare*, SMC 1.41.010 and SMC 20.03.010. If the City receives two or more dishonored items within twelve months, the customer will have to make payment via a different method for the next 366 days. *See* SMC 20.03.020. The delinquency fee charged when full payment is not timely received on a customer’s utility account will increase from \$10.00 to \$30.00; provided however that the previously-applicable separate and additional \$10.00 water shut off fee and separate and addition \$10.00 fee to turn water back on will both be rolled into the new \$30.00 delinquency fee, and, thus, in a certain sense the total amount triggered due to a shut off will remain the same when the circumstance is untimely payment on a water account (either exclusively, or in combination with sewer and/or garbage service). *See and Compare*, SMC 1.41.020 and SMC 20.03.040. When the circumstance is untimely payment from a customer who

exclusively receives garbage service (and not water or sewer service), the combined amount will increase from \$3.00 to \$30.00. *See and Compare*, SMC 1.41.020 and SMC 20.03.040.

These are necessary and appropriate changes, and additional related changes will likely be proposed a later date.

Recommended Motion: I move to approve the proposed 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:

ORDINANCE NO. 2246

ORDINANCE REPEALING PREEXISTING SELAH MUNICIPAL CODE CHAPTER 1.41
AND RECODIFYING THOSE TOPICS WITHIN A NEW SELAH MUNICIPAL CODE
CHAPTER 20.03

WHEREAS, City staff has recommended that the currently-existing Chapter 1.41, labeled "Service Fees", of the Selah Municipal Code (SMC) should be repealed and replaced by a to-be-enacted new Chapter 20.03, labeled "Fees and Consequences Due to Non-Payment or Late Payment", so as to conform with changes that have been recently implemented by City management, to promote better organization of the SMC, and also to implement additional substantive changes; and

WHEREAS, the City Council finds that good cause exists;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, does hereby ordain as follows:

Section 1. Repeal of SMC Chapter 1.41. That SMC Chapter 1.41, which presently reads and provides as follows:

Chapter 1.41 SERVICE FEES

1.41.010 Service fees.

The clerk-treasurer is authorized to charge and collect twenty dollars for each incident in which a draft, check or other negotiable instrument is presented, which is later dishonored or unpaid.

The service fee shall be imposed against the person who is benefited by the payment, i.e., utility customer, recreation program participant, etc. If a minor, the guardian will be responsible.

1.41.020 Delinquent fees for water, sewer and garbage bills.

The clerk-treasurer is authorized to charge and collect ten dollars for each delinquent water and sewer bill and three dollars for each delinquent garbage bill. State agencies and school districts shall be exempt from assessment of delinquency fees for water, sewer and garbage bills.

; shall be and hereby is fully repealed.

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Section 2. Enactment of SMC Chapter 20.03. That a new SMC Chapter 20.03, to read as follows:

Chapter 20.03 FEES AND CONSEQUENCES DUE TO NON-PAYMENT OR
LATE PAYMENT

20.03.010 Handling Fee for Dishonored Check.

Unless prohibited by other law or the terms of a written agreement or written contract that the city validly entered into, a handling fee of forty dollars (\$40.00) shall be imposed by the city for each instance in which a check, draft or other instrument whereon the city was designated as a payee or recipient is or becomes fully or partially dishonored for any reason – including but not limited to nonsufficient funds, a closed account, a stop payment order, temporary hold, fraud, identity theft, incompleteness or irregularity. If other law or the terms of a written agreement or written contract that the city validly entered into specifies a lesser handling fee in a specific instance, then such lesser amount shall be applicable in that instance.

Such handling fee shall be imposed for each and every instance, it shall be imposed in addition to and irrespective of any delinquency fee or other item, and it shall be imposed jointly and severally against each and every maker, endorser, drawer, person or entity who – as an actual payor or purported payor – made, endorsed, drew, negotiated or delivered the check, draft or instrument; provided however, the mayor, city administrator or the delegatee(s) of either, if any, shall have discretion to reduce or waive the handling fee in rare circumstances when good cause exists.

20.03.020 Multiple Dishonored Checks within Twelve Months.

Unless prohibited by other law or the terms of a written agreement or written contract that the city validly entered into, if a person or entity – as an actual payor or purported payor – makes, endorses, draws, negotiates or delivers more than two checks, drafts or other instruments in any combination whereon the city was designated as a payee or recipient that are or become fully or partially dishonored for any reason within any period of 366 days in duration, the city shall no longer accept any personal or business check, draft or other similar instrument from such person or entity, whether exclusively or jointly, until at least 366 days have elapsed since the date of dishonor of the most-recent dishonored check, draft or instrument that was provided to the city by such person or entity. If other law or the terms of a written agreement or written contract that the city validly entered into specifies a greater number of dishonored items prior to a probationary period of time applying in a specific instance or specifies a probationary period of a lesser duration in a specific instance, then such number and such duration shall be applicable in that instance.

During such probationary period of time, the city shall only accept payment from

such person or entity in the form of cash, credit card, a cashier's check, a money order or other form whereby payment is either guaranteed or immediately validated; provided however, the mayor, city administrator or the delegatee(s) of either, if any, shall have discretion to reduce or waive the probationary period of time in rare circumstances when good cause exists.

20.03.030 Notice of Dishonor; Court Action by City.

Consistent with RCW 62A.3-515 in its presently-existing form or any amended or readopted form, or pursuant to other applicable law, the city may issue a notice of dishonor and pursue all court remedies due to dishonor of any check, draft or other similar instrument for any reason other than a justifiable stop payment order – including but not limited to monetary interest, collection costs, attorneys' fees, and additional damages of three times the face amount of the dishonored check, draft or instrument, or, if lessor, three hundred dollars (\$300.00). However, if the terms of a written contract or agreement that the city validly entered into specifies lessor remedies in a specific instance, such lessor remedies shall apply in that instance.

Prior to instituting any court action due to a dishonored item, the city attorney or his/her delegatee(s), if any, shall seek and obtain approval to do so from the city council consistent with RCW 35A.12.100 in its presently-existing form or any amended or readopted form, or pursuant to other applicable law.

20.03.040 Utility Account Delinquency Fee.

Unless prohibited by other law or the terms of a written agreement or written contract that the city validly entered into, a one-time delinquency fee of thirty dollars (\$30.00) shall be imposed by the city upon a utility account for each instance in which the utility account – whether for water, sewer, garbage, or any combination thereof – enters delinquent status for any amount. If other law or the terms of a written agreement or written contract that the city validly entered into specifies a lessor delinquency fee in a specific instance, then such lessor amount shall be applicable in that instance.

Such one-time delinquency fee shall be imposed for each and every instance, and it shall be imposed in addition to and irrespective of any handling fee or other item; provided however, only one delinquency fee may be imposed per billing cycle even if the customer is delinquent on multiple utility services during such cycle; provided further, the mayor, city administrator or the delegatee(s) of either, if any, shall have discretion to reduce or waive the delinquency fee in rare circumstances when good cause exists.

20.03.050 Suspension of Utility Service.

Utility service to a customer or property – whether for water, sewer, garbage, or any combination thereof, and whether provided directly by the city, by a third-party

contractor acting on the city's behalf, or any combination thereof – may be suspended by the city due to delinquency of payment of any amount until the delinquency is fully resolved. SMC Title 9 specifies when a delinquency occurs.

20.03.060 Property Lien for Unpaid Utility Fees and Charges.

All delinquent utility fees, charges, items, and any combination thereof, shall become a lien against the title of the real property location or locations where the utility service or any portion thereof was provided by the city or was enjoyed by or benefited the customer. SMC Title 9 specifies how a lien shall be recorded and foreclosed. By contrast, a handling fee due to a dishonored check, draft or item is imposed against a person or entity and not against real estate, and, thus, a handling fee shall not be included within any pre-judgment lien and may only be included within a post-judgment lien following court action.

20.03.070 Financial Obligations Owed to City Under a Written Contract.

Unless prohibited by other law or the terms of a written agreement or written contract that the city validly entered into, the city may – via immediate action by the mayor, city administrator or their delegatee(s), if any – suspend providing contractual benefits, rights, privileges, immunities, tenancy, occupancy, service, or any combination thereof, to any person or entity when such person or entity fails to make full and timely payment to the city as required by the terms of a written agreement or written contract between the city and such person or entity.

; shall be and hereby is enacted.

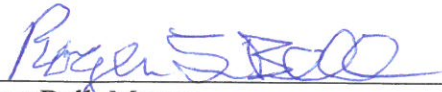
Section 3. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be preempted by state or federal law or regulation, 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 4. 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 5. 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.

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PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH,
WASHINGTON this 11th day of February, 2025.



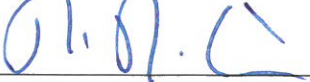
Roger Bell, Mayor

ATTEST:



Courtney McGarity, City Clerk

APPROVED AS TO FORM:



Rob Case, City Attorney



Selah City Council

Regular Meeting

AGENDA ITEM SUMMARY

Meeting Date: 2/11/2025

Agenda Number: 14F

Action Item

Title: Ordinance Amending the 2025 Budget, Specifically as to Cash & Investments Balances Through the End of 2024

From: Kimberly Grimm, Finance Director

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: Approval

Fiscal Impact: \$ 1,704,779 increase in Beginning Cash & Investments (from estimated amounts to actual amounts)

Funding Source: Fund 001 General \$ 1,332,839, Fund 103 Fire Control \$ 171,288, Fund 110 City Street \$ (171,357), Fund 111 Street Improvement \$ (23,306), Fund 113 Paths & Trails \$ 48, Fund 115 Local Access St. Improv \$ (1,466), Fund 118 Civic Center \$ 78,055, Fund 119 Transit \$ (57,329), Fund 121 Tourism \$ (45,420), Fund 140 Contingency Reserve \$ (26,767), Fund 150 Fire Equipment Res \$ 65,569, Fund 153 EMS Equipment Reserve \$ (965), Fund 170 CE Equipment Reserve \$ (41,697), Fund 171 Public Works Equipment Res \$ 1,427, Fund 180 Drugs & Alcohol Comm. Res. (\$ 95), Fund 181 Crime Prev. Res. \$ 5,431, Fund 301 Capital Improve. \$ 28,759, Fund 303 Fire Control Building Reserve \$ 2,772 Fund 308 Civic Center Capital Project \$ (407), Fund 310 CE Building/Property Reserve \$ (24,667), Fund 411 Water \$ 1,004,284, Fund 415 Sewer (\$ 198,776), Fund 420 Solid Waste \$ (38,043), Fund 461 Water Reserve \$ (195,763), and Fund 465 Sewer Reserve \$ (158,207).

Background/Findings/Facts: This budget adjustment is necessary and it will amend the 2025 Budget's recited amounts of cash and investments (fund balance) that were carried over from 2024. Each year the estimated/beginning balances must be updated to their actual values.

The attached proposed Ordinance will – if adopted – amend the 2025 such that it will henceforth recite the actual amounts through the end of 2024, now that the full-year actual amounts (rather than merely estimated amounts) are known. These accurate balances are needed so department heads and management can accurately access their resources to complete their scheduled projects.

Recommended Motion: I move to approve this 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).

ORDINANCE NO. 2247

ORDINANCE AMENDING THE 2025 BUDGET, SPECIFICALLY AS TO CASH &
INVESTMENTS BALANCES THROUGH THE END OF 2024

WHEREAS, the City desires to approve miscellaneous adjustments to the 2025 budget;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON,
does ordain as follows; that the Finance Director be authorized to amend the 2025 Budget as
follows:

001 General

001.308.91.00.001	New Unassigned Cash & Investments – Beg.	\$ 2,303,685
001.508.91.00.001	New Unassigned Cash & Investments – Ending	\$ 2,272,896

103 Fire Control

103.308.31.00.103	New Restricted Cash & Investments – Beg.	\$ 2,564,553
103.508.31.00.103	New Restricted Cash & Investments – Ending	\$ 2,754,139
103.308.41.00.103	New Committed Cash & Investments – Beg.	\$ 641,138
103.508.41.00.103	New Committed Cash & Investments – Ending.	\$ 641,138

110 City Street

110.308.51.00.110	New Assigned Cash & Investments – Beg.	\$ 55,519
110.508.51.00.110	New Assigned Cash & Investments – Ending.	\$ (95,671)

111 Street Improvement

111.308.31.00.111	New Restricted Cash & Investments – Beg.	\$ 116,223
111.508.31.00.111	New Restricted Cash & Investments – Ending	\$ 446,306

113 Paths & Trails

113.308.31.00.113	New Restricted Cash & Investments – Beg.	\$ 4,290
113.508.31.00.113	New Restricted Cash & Investments – Ending	\$ 4,305

115 Local Access Street Improv.

115.308.31.00.115	New Restricted Cash & Investments – Beg.	\$ 185,331
115.508.31.00.115	New Restricted Cash & Investments – Ending	\$ 188,263

118 Civic Center

118.308.31.00.118	New Restricted Cash & Investments – Beg.	\$ 361,592
118.508.31.00.118	New Restricted Cash & Investments – Ending	\$ 85,643

119 Transit

119.308.31.00.119	New Restricted Cash & Investments – Beg.	\$ 8,440
119.508.31.00.119	New Restricted Cash & Investments – Ending	\$ 71,520

<u>121 Tourism</u>		
121.308.91.00.121	New Unassigned Cash & Investments – Beg.	\$ 4,863
121.508.91.00.121	New Unassigned Cash & Investments – Ending	\$ (13,756)
<u>140 Contingency Reserve</u>		
140.308.91.00.140	New Unassigned Cash & Investments – Beg.	\$ 939,977
140.508.91.00.140	New Unassigned Cash & Investments – Ending	\$ 979,476
<u>150 Fire Equipment Res.</u>		
150.308.31.00.150	New Restricted Cash & Investments – Beg.	\$ 967,369
150.508.31.00.150	New Restricted Cash & Investments – Ending	\$ 1,207,103
<u>153 EMS Equipment Reserve</u>		
153.308.31.00.153	New Restricted Cash & Investments – Beg.	\$ 28,423
153.508.31.00.153	New Restricted Cash & Investments – Ending	\$ 27,458
<u>170 PD Equipment Reserve</u>		
170.308.91.00.170	New Unassigned Cash & Investments – Beg.	\$ 601,243
170.508.91.00.170	New Unassigned Cash & Investments – Ending	\$ 541,808
<u>171 Public Works Equipment</u>		
171.308.31.00.171	New Reserve Cash & Investments – Beg.	\$ 596,294
171.508.31.00.171	New Reserve Cash & Investments – Ending	\$ 607,519
<u>180 Drug & Alcohol Community Res.</u>		
180.308.31.00.180	New Restricted Cash & Investments – Beg.	\$ 4,711
180.508.31.00.180	New Restricted Cash & Investments – Ending	\$ 4,951
<u>181 Crime Prevention Res.</u>		
181.308.31.00.181	New Restricted Cash & Investments – Beg.	\$ 9,209
181.508.31.00.181	New Restricted Cash & Investments – Ending	\$ 12,209
<u>301 Capital Improvement</u>		
301.308.31.00.301	New Restricted Cash & Investments – Beg.	\$ 1,119,463
301.508.31.00.301	New Restricted Cash & Investments – Ending	\$ 1,188,963
<u>303 Fire Control Building Res.</u>		
303.308.31.00.303	New Restricted Cash & Investments – Beg.	\$ 82,475
303.508.31.00.303	New Restricted Cash & Investments – Ending	\$ 109,775
<u>308 Civic Center Capital Projects</u>		
308.308.51.00.308	New Assigned Cash & Investments – Beg	\$ 10,260
308.308.51.00.308	New Assigned Cash & Investments – Ending	\$ 10,260

310 CE Building/Property Res.

310.308.51.00.310	New Assigned Cash & Investments – Beg	\$ 1,141,942
310.508.51.00.310	New Assigned Cash & Investments – Ending	\$ 1,141,942

411 Water

411.308.51.00.411	New Assigned Cash & Investments – Beg	\$ 2,032,909
411.508.51.00.411	New Assigned Cash & Investments – Ending	\$ 1,655,331

415 Sewer

415.308.51.00.415	New Assigned Cash & Investments – Beg.	\$ 838,541
415.508.51.00.415	New Assigned Cash & Investments – Ending	\$ 3,564,767

420 Solid Waste

420.308.51.00.420	New Assigned Cash & Investments – Beg	\$ 168,404
420.508.51.00.420	New Assigned Cash & Investments – Ending	\$ (37,543)

461 Water Reserve

461.308.51.00.461	New Committed Cash & Investments – Beg	\$ 2,513,007
461.508.51.00.461	New Committed Cash & Investments – Ending	\$ 121,321

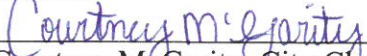
465 Sewer Reserve

465.308.51.00.465	New Restricted Cash & Investments – Beg.	\$ 724,421
465.508.51.00.465	New Restricted Cash & Investments – Ending	\$ 582,413

PASSED AND ORDAINED BY THE CITY COUNCIL OF THE CITY OF SELAH,
WASHINGTON, this 11th day of February, 2025.


Roger Bell, Mayor

ATTEST:


Courtney McGarity, City Clerk

APPROVED AS TO FORM:


Rob Case, City Attorney