



SELAH CITY COUNCIL

Study Session

February 25, 2025

4:00 p.m.– 5:30 p.m.: Regional Fire Authority



SELAH CITY COUNCIL

Regular Meeting

February 25, 2025

4:00 p.m.: Study Session
5:30 p.m.: Regular Scheduled Meeting

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

A yellow AIS cover page indicates an action item.

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



Selah City Council
Meeting Date: February 25, 2025
4:00 p.m.: Study Session
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 Don Cline of Selah Bible Baptist Church**
- 6) **Announcement of changes, if any, from previously-published Agenda**
- 7) **Getting to know local businesses, agencies and/or people (up to 5 minutes total)**
- 8) **Comments from the public (up to 30 minutes total)**

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

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

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

These standards are subject to revision and will be updated whenever necessary 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**

A. Community Pride Award – Mario Lamas

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 February 11, 2025 Council Meeting |
| B. | Kimberly Grimm | * Approval of Claims & Payroll |
| C. | Jennifer Leslie | * Approval of Minutes from January 18, 2025 Planning Commission Meeting |
| D. | Chief Soptich | * Resolution Authorizing the Mayor to Sign a 1-Year Interlocal Agreement (ILA) with the City of Sunnyside for Corrections/Detention Services through 2025 |
| E. | Rocky Wallace | * Resolution to Retroactively Authorize the Mayor and City Attorney to Sign “Contract Number PC25-96103-037” between the City and the Washington State Public Works Board, in order for the City to Obtain Financing for the City’s Hillcrest Water Main Replacement Project |

11) **Public Hearings** – None

12) **General Business**

A. New Business

The following Informational Items are First Presentations. Final action will be sought at a later date.

12.1 Rob Case Ordinance Repealing Selah Municipal Code Chapter 4.30

B. Old Business – None

13) **Resolutions** – None

- 14) **Ordinances** – None
- 15) **Reports/Announcements**
 - A. Departments
 - B. Councilmembers, personally and on behalf of committees and boards
 - C. City Attorney
 - D. City Administrator
 - E. Mayor or Presiding Officer, personally and on behalf of committees and board
- 16) **Closed Session** – None
- 17) **Executive Session** – 30 minutes
RCW 42.30.110(i); RE: Potential Litigation
- 18) **Adjournment**

Next Regular Meeting: March 11, 2025

Next Study Session: March 11, 2025



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 2/25/2025

Agenda Number: 10A

Action Item

Title: Approval of Meeting Minutes from February 11, 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
February 11, 2025

Call to Order

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

Roll Call

Councilmembers Present: William Longmire, Jared Iverson, Clifford Peterson, 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

Jason Williams of Harvest Community Church provided prayer.

Pre-Arranged Oral Comments from the Public

- Pattie Graffe – SDA

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 28, 2025 Council Meeting |
| B. | Kimberly Grimm | * Approval of Claims & Payroll |
| C. | Chief Lange | * Resolution Authorizing the Fire Department to Purchase One Fire Department Command Vehicle |
| D. | 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 |

- E. Rob Case * Ordinance Repealing Preexisting Selah Municipal Code Chapter 9.06 and Enacting a New Selah Municipal Coded Chapter 12.03
- F. Rob Case * Ordinance Enacting a New Selah Municipal Coded Chapter 12.04
- G. Rob Case * Ordinance Enacting a New Selah Municipal Coded Chapter 12.05
- H. Rob Case * Ordinance Repealing Preexisting Version of Selah Municipal Code Section 9.02.140 and Enacting a New Version Thereof
- I. Rob Case * Ordinance Repealing Preexisting Selah Municipal Code Chapter 1.41 and Recodifying those Topics within a new Selah Municipal Coded Chapter 20.03

Councilmember Wickenhagen requested item 13A be moved to the Consent Agenda. Councilmember Costello requested item 14A-E be moved to the Consent Agenda. Councilmember Costello moved to approve the Consent Agenda. Councilmember Peterson 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.

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

B. Councilmember Costello made a motion to approve the Resolution, seconded by Councilmember Peterson. Following a roll call vote by Courtney McGarity, Councilmember Longmire is opposed; Councilmembers Iverson, Peterson, Wickenhagen, Costello, Monaghan and Marquis are in favor; the motion is passed.

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

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 |

Councilmember Wickenhagen made a motion to approve the Ordinance, seconded by Councilmember Monaghan. 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
- Fire Chief, Jim Lange
- Police Chief, Dustin Soptich
- Rocky Wallace, Public Works Director
- Kimberly Grimm, Finance Director

Councilmember Reports

- Councilmember Wickenhagen – Spoke on The Findery as a great asset to Selah.
- Councilmember Costello – Will be attending upcoming Emergency Management meetings.

City Attorney Report

Selah Municipal Code updates will continue to be brought to City Council for discussion and approval.

City Administrator Report

Please submit input for Council Workshop date; will be out of the office for the 2/25 City Council Meeting.

Mayor's Report

There will be a special Study Session scheduled on 2/25 with the Regional Fire Authority beginning at 4pm; Kelly Goin will be resigning and her last day is 2/17; the position opening will be evaluated.

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

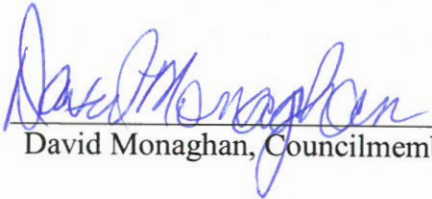
Entering into Executive Session at 6:48 p.m. to end at 7:18 p.m.

Executive Session ended at 7:18 p.m. with no decisions made/no votes taken.

Adjournment

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

Meeting ended at 7:19 p.m.



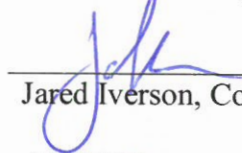
David Monaghan, Councilmember

ABSENT

Elizabeth Marquis, Councilmember

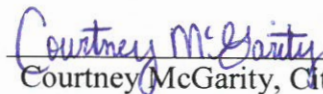


Kevin Wickenhagen, Councilmember

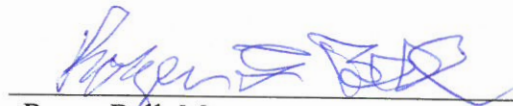


Jared Iverson, Councilmember

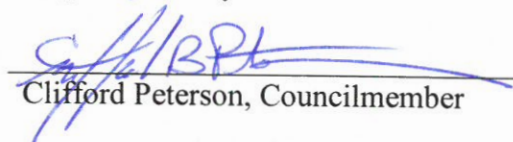
ATTEST:



Courtney McGarity, City Clerk



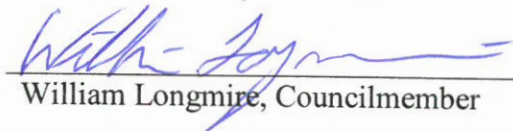
Roger Bell, Mayor



Clifford Peterson, Councilmember

ABSENT

Michael Costello, Councilmember



William Longmire, Councilmember



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 2/25/2025

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: 09:51:32 Date: 02/20/2025

02/21/2025 To: 02/21/2025

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
965	02/21/2025	Payroll	1	EFT		2,114.41	Feb 1-15 2025 Pay Period
966	02/21/2025	Payroll	1	EFT		1,823.18	Feb 1-15 2025 Pay Period
967	02/21/2025	Payroll	1	EFT		2,201.37	Feb 1-15 2025 Pay Period
968	02/21/2025	Payroll	1	EFT		2,146.80	Feb 1-15 2025 Pay Period
969	02/21/2025	Payroll	1	EFT		3,216.93	Feb 1-15 2025 Pay Period
970	02/21/2025	Payroll	1	EFT		2,079.17	Feb 1-15 2025 Pay Period
971	02/21/2025	Payroll	1	EFT		2,110.63	Feb 1-15 2025 Pay Period
972	02/21/2025	Payroll	1	EFT		2,087.52	Feb 1-15 2025 Pay Period
973	02/21/2025	Payroll	1	EFT		57.04	Feb 1-15 2025 Pay Period
976	02/21/2025	Payroll	1	EFT		1,746.74	Feb 1-15 2025 Pay Period
977	02/21/2025	Payroll	1	EFT		2,234.30	Feb 1-15 2025 Pay Period
978	02/21/2025	Payroll	1	EFT		4,443.94	Feb 1-15 2025 Pay Period
979	02/21/2025	Payroll	1	EFT		2,135.21	Feb 1-15 2025 Pay Period
980	02/21/2025	Payroll	1	EFT		2,769.45	Feb 1-15 2025 Pay Period
981	02/21/2025	Payroll	1	EFT		2,032.07	Feb 1-15 2025 Pay Period
982	02/21/2025	Payroll	1	EFT		2,693.53	Feb 1-15 2025 Pay Period
983	02/21/2025	Payroll	1	EFT		2,081.40	Feb 1-15 2025 Pay Period
984	02/21/2025	Payroll	1	EFT		2,093.18	Feb 1-15 2025 Pay Period
985	02/21/2025	Payroll	1	EFT		115.88	Feb 1-15 2025 Pay Period
987	02/21/2025	Payroll	1	EFT		438.90	Feb 1-15 2025 Pay Period
988	02/21/2025	Payroll	1	EFT		2,453.80	Feb 1-15 2025 Pay Period
989	02/21/2025	Payroll	1	EFT		2,283.94	Feb 1-15 2025 Pay Period
990	02/21/2025	Payroll	1	EFT		2,033.90	Feb 1-15 2025 Pay Period
991	02/21/2025	Payroll	1	EFT		3,562.40	Feb 1-15 2025 Pay Period
993	02/21/2025	Payroll	1	EFT		2,571.12	Feb 1-15 2025 Pay Period
994	02/21/2025	Payroll	1	EFT		49.68	Feb 1-15 2025 Pay Period
996	02/21/2025	Payroll	1	EFT		2,208.03	Feb 1-15 2025 Pay Period
997	02/21/2025	Payroll	1	EFT		3,849.99	Feb 1-15 2025 Pay Period
998	02/21/2025	Payroll	1	EFT		1,950.92	Feb 1-15 2025 Pay Period
999	02/21/2025	Payroll	1	EFT		1,931.26	Feb 1-15 2025 Pay Period
1000	02/21/2025	Payroll	1	EFT		2,048.87	Feb 1-15 2025 Pay Period
1001	02/21/2025	Payroll	1	EFT		2,279.90	Feb 1-15 2025 Pay Period
1003	02/21/2025	Payroll	1	EFT		1,870.56	Feb 1-15 2025 Pay Period
1004	02/21/2025	Payroll	1	EFT		71.79	Feb 1-15 2025 Pay Period
1005	02/21/2025	Payroll	1	EFT		2,242.22	Feb 1-15 2025 Pay Period
1006	02/21/2025	Payroll	1	EFT		4,069.22	Feb 1-15 2025 Pay Period
1007	02/21/2025	Payroll	1	EFT		1,935.96	Feb 1-15 2025 Pay Period
1008	02/21/2025	Payroll	1	EFT		67.29	Feb 1-15 2025 Pay Period
1009	02/21/2025	Payroll	1	EFT		76.05	Feb 1-15 2025 Pay Period
1010	02/21/2025	Payroll	1	EFT		2,130.95	Feb 1-15 2025 Pay Period
1011	02/21/2025	Payroll	1	EFT		1,771.10	Feb 1-15 2025 Pay Period
1012	02/21/2025	Payroll	1	EFT		3,443.86	Feb 1-15 2025 Pay Period
1013	02/21/2025	Payroll	1	EFT		2,354.29	Feb 1-15 2025 Pay Period
1014	02/21/2025	Payroll	1	EFT		82.39	Feb 1-15 2025 Pay Period
1015	02/21/2025	Payroll	1	EFT		2,107.20	Feb 1-15 2025 Pay Period
1016	02/21/2025	Payroll	1	EFT		3,887.74	Feb 1-15 2025 Pay Period
1017	02/21/2025	Payroll	1	EFT		2,987.53	Feb 1-15 2025 Pay Period
1018	02/21/2025	Payroll	1	EFT		2,004.15	Feb 1-15 2025 Pay Period
1019	02/21/2025	Payroll	1	EFT		2,004.54	Feb 1-15 2025 Pay Period
1020	02/21/2025	Payroll	1	EFT		2,589.37	Feb 1-15 2025 Pay Period
1021	02/21/2025	Payroll	1	EFT		2,803.71	Feb 1-15 2025 Pay Period
1022	02/21/2025	Payroll	1	EFT		2,779.63	Feb 1-15 2025 Pay Period
1023	02/21/2025	Payroll	1	EFT		2,015.62	Feb 1-15 2025 Pay Period
1024	02/21/2025	Payroll	1	EFT		2,019.24	Feb 1-15 2025 Pay Period
1025	02/21/2025	Payroll	1	EFT		3,006.12	Feb 1-15 2025 Pay Period
1026	02/21/2025	Payroll	1	EFT		3,187.80	Feb 1-15 2025 Pay Period
1027	02/21/2025	Payroll	1	EFT		2,552.58	Feb 1-15 2025 Pay Period
1029	02/21/2025	Payroll	1	EFT		2,067.84	Feb 1-15 2025 Pay Period
1030	02/21/2025	Payroll	1	EFT		2,502.36	Feb 1-15 2025 Pay Period
1031	02/21/2025	Payroll	1	EFT		2,775.23	Feb 1-15 2025 Pay Period

CHECK REGISTER

City Of Selah

Time: 09:51:32 Date: 02/20/2025

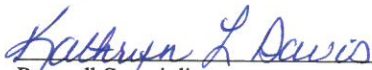
02/21/2025 To: 02/21/2025

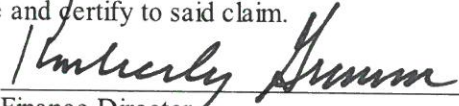
Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1032	02/21/2025	Payroll	1	EFT		1,974.32	Feb 1-15 2025 Pay Period
1034	02/21/2025	Payroll	1	EFT		2,557.78	Feb 1-15 2025 Pay Period
1035	02/21/2025	Payroll	1	EFT		2,245.82	Feb 1-15 2025 Pay Period
1036	02/21/2025	Payroll	1	EFT		2,069.84	Feb 1-15 2025 Pay Period
1037	02/21/2025	Payroll	1	EFT		2,532.43	Feb 1-15 2025 Pay Period
1038	02/21/2025	Payroll	1	EFT		2,524.72	Feb 1-15 2025 Pay Period
1039	02/21/2025	Payroll	1	EFT		4,225.78	Feb 1-15 2025 Pay Period
1040	02/21/2025	Payroll	1	EFT		2,196.41	Feb 1-15 2025 Pay Period
1041	02/21/2025	Payroll	1	EFT		2,846.44	Feb 1-15 2025 Pay Period
1042	02/21/2025	Payroll	1	EFT		2,119.69	Feb 1-15 2025 Pay Period
1043	02/21/2025	Payroll	1	EFT		2,133.69	Feb 1-15 2025 Pay Period
1044	02/21/2025	Payroll	1	EFT		67.29	Feb 1-15 2025 Pay Period
1045	02/21/2025	Payroll	1	EFT		1,974.32	Feb 1-15 2025 Pay Period
1046	02/21/2025	Payroll	1	EFT		2,085.43	Feb 1-15 2025 Pay Period
1047	02/21/2025	Payroll	1	EFT		3,650.48	Feb 1-15 2025 Pay Period
1049	02/21/2025	Payroll	1	EFT		3,170.13	Feb 1-15 2025 Pay Period
1050	02/21/2025	Payroll	1	EFT		2,926.86	Feb 1-15 2025 Pay Period
1051	02/21/2025	Payroll	1	EFT		2,782.69	Feb 1-15 2025 Pay Period
1052	02/21/2025	Payroll	1	EFT		3,032.92	Feb 1-15 2025 Pay Period
974	02/21/2025	Payroll	1	86635		130.84	Feb 1-15 2025 Pay Period
975	02/21/2025	Payroll	1	86636		15.84	Feb 1-15 2025 Pay Period
986	02/21/2025	Payroll	1	86637		23.93	Feb 1-15 2025 Pay Period
992	02/21/2025	Payroll	1	86638		88.72	Feb 1-15 2025 Pay Period
995	02/21/2025	Payroll	1	86639		115.88	Feb 1-15 2025 Pay Period
1002	02/21/2025	Payroll	1	86640		73.11	Feb 1-15 2025 Pay Period
1028	02/21/2025	Payroll	1	86641		105.61	Feb 1-15 2025 Pay Period
1033	02/21/2025	Payroll	1	86642		101.40	Feb 1-15 2025 Pay Period
1048	02/21/2025	Payroll	1	86643		103.71	Feb 1-15 2025 Pay Period
001 General Fund						40,483.78	
103 Fire Control						49,729.83	
110 City Street						13,632.47	
111 Street Improvement						1,063.88	
118 Civic Center						3,636.12	
119 Transit						3,833.68	
121 Tourism						313.00	
411 Water						22,747.54	
415 Sewer						36,942.95	
420 Solid Waste						4,744.63	

177,127.88 Payroll: 177,127.88

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


Payroll Specialist


Finance Director

Subscribed this _____ day of _____, _____

The following voucher/checks are approved for payment:

Voucher/check number _____ through _____ Total \$ _____

ACCOUNTS PAYABLE

City Of Selah

As Of: 04/11/2025

Time: 15:32:55 Date: 02/20/2025

Page: 1

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
3217	02/18/2025	02/25/2025 1606	Abadan	254.78	Invoice #AR305861
3239	02/18/2025	02/25/2025 1606	Abadan	77.22	Invoice AR305862
3318	02/20/2025	02/25/2025 1606	Abadan	72.49	Invoice #AR305860
3322	02/20/2025	02/25/2025 1606	Abadan	134.77	Invoice #AR305863
3323	02/20/2025	02/25/2025 3044	All American Propane	508.85	Invoice #1516247353, 1516448452
3244	02/19/2025	02/25/2025 1627	Amazon Capital Services	75.37	Invoice #1PNC-6L69-FNFM
3324	02/20/2025	02/25/2025 1633	Anatek Labs	117.00	Invoice #2502791, 2502952, 2503267
3325	02/20/2025	02/25/2025 1633	Anatek Labs	78.00	Invoice #2503438, 2503542
3245	02/19/2025	02/25/2025 1652	Autozone	27.43	Invoice #03720378926
3232	02/18/2025	02/25/2025 1706	Card Service Center	1,778.16	Invoice #0037 22025
3243	02/18/2025	02/25/2025 1706	Card Service Center	84.46	Account Ending in 0134 Light Bulbs
3319	02/20/2025	02/25/2025 1706	Card Service Center	47.63	Invoice #0118 125
3225	02/18/2025	02/25/2025 1710	Cascade Natural Gas Corp	983.53	Invoice #56122200001 22025
3286	02/20/2025	02/25/2025 1710	Cascade Natural Gas Corp	1,573.39	Invoice #828 222 0000 0 225
3326	02/20/2025	02/25/2025 1710	Cascade Natural Gas Corp	7,595.44	Invoice #221 957 6433 1, 600 812 0000 2, 130 812 0000 1
3347	02/20/2025	02/25/2025 1710	Cascade Natural Gas Corp	1,623.03	Invoice #144 776 0307 1 225
3246	02/19/2025	02/25/2025 1714	Caton Landfill	31.08	Invoice #38884
3282	02/19/2025	02/25/2025 1716	Centerpoint Language Services	600.00	Invoice #8377
3320	02/20/2025	02/25/2025 1734	Christensen, Inc.	1,692.35	Invoice #0671961-IN, 0671962-IN
3345	02/20/2025	02/25/2025 1738	Cintas	65.45	Invoice #4221231367
3236	02/18/2025	02/25/2025 1743	City of Sunnyside	529.20	Invoice Number 15829 Inmate Housing
3328	02/20/2025	02/25/2025 1754	Copiers Northwest, Inc.	251.98	Invoice #INV2961889
3247	02/19/2025	02/25/2025 1763	Culligan Yakima	61.02	Invoice #1519583, 1439457, 1644158
3287	02/20/2025	02/25/2025 1785	Day Wireless Systems	330.32	Invoice #SO46295380
3284	02/20/2025	02/25/2025 1179	Eichler, Lisa M	262.50	2425
3248	02/19/2025	02/25/2025 1852	First National Bank Omaha	4,871.48	Invoice #3419 Jan 2025
3277	02/19/2025	02/25/2025 1852	First National Bank Omaha	2,111.37	FNBO Cards 1728, 9710, 0017, 0732, 9950
3278	02/19/2025	02/25/2025 1852	First National Bank Omaha	98.03	Invoice #2614 CC
3321	02/20/2025	02/25/2025 1852	First National Bank Omaha	2,894.97	Invoice #5498 JL
3313	02/20/2025	02/25/2025 1858	Frank's Point S	2,443.77	Invoice #1162472
3329	02/20/2025	02/25/2025 1859	Freightliner Northwest	2,162.96	Invoice #SR003071718:01
3249	02/19/2025	02/25/2025 1883	HD Fowler Company	58.48	Invoice #I6926091
3261	02/19/2025	02/25/2025 1886	HLA Engineering & Land Surveying, Inc.	284.00	Invoice #21221E-034
3262	02/19/2025	02/25/2025 1886	HLA Engineering & Land Surveying, Inc.	205,076.50	Invoice #23166E-015
3263	02/19/2025	02/25/2025 1886	HLA Engineering & Land Surveying, Inc.	303.00	Invoice #25006P-001
3264	02/19/2025	02/25/2025 1886	HLA Engineering & Land Surveying, Inc.	229.50	Invoice #24054C-009
3265	02/19/2025	02/25/2025 1886	HLA Engineering & Land Surveying, Inc.	17,644.43	Invoice #24067E-010
3266	02/19/2025	02/25/2025 1886	HLA Engineering & Land Surveying, Inc.	13,852.58	Invoice #24081C-002
3267	02/19/2025	02/25/2025 1886	HLA Engineering & Land Surveying, Inc.	577.50	Invoice #24081E-010

ACCOUNTS PAYABLE

City Of Selah

As Of: 04/11/2025

Time: 15:32:55 Date: 02/20/2025

Page: 2

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
3268	02/19/2025	02/25/2025	1886 HLA Engineering & Land Surveying, Inc.	9,203.00	Invoice #24164E-004
3269	02/19/2025	02/25/2025	1886 HLA Engineering & Land Surveying, Inc.	37,679.00	Invoice #24185E-003
3270	02/19/2025	02/25/2025	1886 HLA Engineering & Land Surveying, Inc.	3,301.25	Invoice #24193E-002
3271	02/19/2025	02/25/2025	1886 HLA Engineering & Land Surveying, Inc.	8,705.55	Invoice #25006G-001
3218	02/18/2025	02/25/2025	3083 Hale, Robert	85.00	Receipt #1006472.001
3330	02/20/2025	02/25/2025	1894 Helliesen Lumber & Supply	413.60	Invoice #2502-601482
3219	02/18/2025	02/25/2025	1895 Helms Hardware Company	114.30	Invoice #841338
3226	02/18/2025	02/25/2025	1895 Helms Hardware Company	32.44	Propane Invoice 841247
3250	02/19/2025	02/25/2025	1895 Helms Hardware Company	102.50	Invoice #841118
3251	02/19/2025	02/25/2025	1895 Helms Hardware Company	7.28	Invoice #841153
3252	02/19/2025	02/25/2025	1895 Helms Hardware Company	15.15	Invoice #841155
3253	02/19/2025	02/25/2025	1895 Helms Hardware Company	12.94	Invoice #841376
3254	02/19/2025	02/25/2025	1895 Helms Hardware Company	44.22	Invoice #841385
3255	02/19/2025	02/25/2025	1895 Helms Hardware Company	11.84	Invoice #841386
3256	02/19/2025	02/25/2025	1895 Helms Hardware Company	7.79	Invoice #841392
3257	02/19/2025	02/25/2025	1895 Helms Hardware Company	81.21	Invoice #841412
3258	02/19/2025	02/25/2025	1895 Helms Hardware Company	12.66	Invoice #841414
3259	02/19/2025	02/25/2025	1895 Helms Hardware Company	21.70	Invoice #841451
3260	02/19/2025	02/25/2025	1895 Helms Hardware Company	13.40	Invoice #841480
3279	02/19/2025	02/25/2025	1895 Helms Hardware Company	123.53	Invoice #841287, 841478
3283	02/19/2025	02/25/2025	1895 Helms Hardware Company	27.06	Invoice #840363
3288	02/20/2025	02/25/2025	1902 Indoor Air Solutions	275.08	Invoice #22552
3235	02/18/2025	02/25/2025	1939 Joel's Tire, LLC	44.40	Invoice #1011190 Tire Rotation 549
3327	02/20/2025	02/25/2025	1941 John Deere Financial	242.42	Invoice #E00003-39
3231	02/18/2025	02/25/2025	1989 Les Schwab Tires	2,176.15	Soptich Front Brakes & Lennon Front Brakes Account # 41809582
3289	02/20/2025	02/25/2025	1989 Les Schwab Tires	129.95	Invoice #41809483
3331	02/20/2025	02/25/2025	2639 Lightcurve	536.88	Invoice #100237852 225
3332	02/20/2025	02/25/2025	2639 Lightcurve	163.74	Invoice #100237841, 100237842, 100237843
3348	02/20/2025	02/25/2025	2639 Lightcurve	435.51	Invoice #10023788
3234	02/18/2025	02/25/2025	1992 Lightning Graphics, Inc.	35.20	Business Cards Invoice #13570
3220	02/18/2025	02/25/2025	2008 Margita A. Dornay, Attorney at Law	8,000.00	Invoice #41
3285	02/20/2025	02/25/2025	2017 Medstar Cabulance, Inc.	12,863.86	Invoice #ST 01-15 Feb 2025
3333	02/20/2025	02/25/2025	2027 Minert & Associates	69.00	Invoice #338364
3334	02/20/2025	02/25/2025	2035 Morton & Sons	179.66	Invoice #99-62440
3290	02/20/2025	02/25/2025	2053 O'Reilly Automotive Inc	24.79	Invoice #5631-473686, 3694-170357
3336	02/20/2025	02/25/2025	2053 O'Reilly Automotive Inc	63.32	Invoice #5631-472060
3337	02/20/2025	02/25/2025	2053 O'Reilly Automotive Inc	223.05	Invoice #5631-473061
3338	02/20/2025	02/25/2025	2053 O'Reilly Automotive Inc	25.42	Invoice #5631-473523
3339	02/20/2025	02/25/2025	2053 O'Reilly Automotive Inc	58.57	Invoice #5631-473587

ACCOUNTS PAYABLE

City Of Selah

As Of: 04/11/2025

Time: 15:32:55 Date: 02/20/2025

Page: 3

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
3340	02/20/2025	02/25/2025 2053	O'Reilly Automotive Inc	18.39	Invoice #5631-473929
3221	02/18/2025	02/25/2025 2055	ODP Business Solutions, LLC	252.34	Invoice #408855023001
3335	02/20/2025	02/25/2025 2055	ODP Business Solutions, LLC	118.34	Invoice #411019511001, 411021689001, 411021691001
3291	02/20/2025	02/25/2025 2063	Overhead Door Of Yakima	157.04	Invoice #0021522
3311	02/20/2025	02/25/2025 2066	Oxarc, Inc.	68.60	Invoice #0032267684
3273	02/19/2025	02/25/2025 2070	PNCWA - Yakima Valley Section	50.00	Invoice #2025
3227	02/18/2025	02/25/2025 2075	Pacific Power	495.67	Invoice #48687101-029 5
3228	02/18/2025	02/25/2025 2075	Pacific Power	24.66	49799191-007 4 125
3242	02/18/2025	02/25/2025 2075	Pacific Power	457.28	49798701-003 8 PD Power
3280	02/19/2025	02/25/2025 2075	Pacific Power	1,180.36	Invoice #49954801-001-0 22025
3312	02/20/2025	02/25/2025 2075	Pacific Power	434.60	Invoice #21009236-001 0
3317	02/20/2025	02/25/2025 2075	Pacific Power	2,282.45	Invoice #48687101-025 3
3341	02/20/2025	02/25/2025 2075	Pacific Power	46,588.56	Invoice #225 PPL
3272	02/19/2025	02/25/2025 2080	Pape Machinery	23.99	Invoice #15890383
3240	02/18/2025	02/25/2025 2471	Polar Heating & Air Conditioning LLC	97.47	2-13-25 SEPD Furnace Sensor Maintainence
3229	02/18/2025	02/25/2025 2125	Regence Blue Shield	181.00	Invoice #150092464 125
3274	02/19/2025	02/25/2025 2161	Sea-Western, Inc.	179.94	Invoice #INVEV10448
3230	02/18/2025	02/25/2025 2210	State Auditor's Office	4,242.55	Invoice #L166332
3222	02/18/2025	02/25/2025 3084	Sweet, Amanda	150.00	Receipt #1006603.001, 1006604.001
3223	02/18/2025	02/25/2025 2235	Thomson Reuters - West	244.16	Invoice #851458695
3275	02/19/2025	02/25/2025 3005	Uribe's Tree Service LLC	3,790.50	Invoice #982069
3233	02/18/2025	02/25/2025 2269	Valvoline Instant Oil Change	275.76	Invoices 38454, 38284, 38242, 38239
3314	02/20/2025	02/25/2025 2271	Verizon Wireless	208.97	Invoice #6105359175
3342	02/20/2025	02/25/2025 2271	Verizon Wireless	924.82	Invoice #6105359177
3346	02/20/2025	02/25/2025 2271	Verizon Wireless	126.72	Invoice #6105359176
3238	02/18/2025	02/25/2025 2286	Wash Central	100.07	Invoice 27618
3343	02/20/2025	02/25/2025 3087	Wilcox+Flegel	736.88	Invoice #0910734-IN
3241	02/18/2025	02/25/2025 2339	Yakima Cooperative Association	4,773.03	Invoice 0000157729 1/25
3315	02/20/2025	02/25/2025 2339	Yakima Cooperative Association	443.79	Invoice #157630 225
3237	02/18/2025	02/25/2025 2344	Yakima County Department Of Corrections	4,932.96	Jan Billing Yakima County Housing
3224	02/18/2025	02/25/2025 2358	Yakima County Treasurer	5,873.66	Invoice #181435-21010,11496,41013,43008
3344	02/20/2025	02/25/2025 2360	Yakima Herald Republic	424.10	Invoice #67776
3281	02/19/2025	02/25/2025 2366	Yakima Regional Clean Air Agency	1,129.25	Invoice #8581
3316	02/20/2025	02/25/2025 2369	Yakima Valley Fire & Injury Prevention A	50.00	2025-011

Report Total:

438,064.35

ACCOUNTS PAYABLE

City Of Selah

As Of: 04/11/2025

Time: 15:32:55 Date: 02/20/2025

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Accts

Pay # Received Date Due

Vendor

Amount Memo

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: 2/25/2025

Agenda Number: 10C

Informational Item

Title: Minutes from January 18, 2025 Planning Commission Meeting

From: Jennifer Leslie, Minutes Secretary

Action Requested: Informational - No Action Needed

Staff Recommendation: N/A

Board/Commission Recommendation: N/A

Fiscal Impact: N/A

Funding Source: N/A

Background/Findings/Facts: N/A

Recommended Motion: N/A

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

Action Taken: None

City of Selah
Planning Commission Minutes
January 21, 2025

A. Call to Order

Chairman Smith calls the meeting to order at 5:32pm.

B. Roll Call

Members Present: Chairman Smith, Vice Chair Apodaca, Commissioners: Elliott and Graf.
Members Absent: Open Position.
Staff Present: Steve Zetz, City Planner.
Guest: Joseph Calhoun, HLA.

C. Agenda Changes

D. Communications

1. Oral - None
2. Written - None

E. Approval of Minutes

1. Approval of minutes from August 06, 2024

Chairman Smith asks for a motion to approve the minutes from the August 06, 2024 meeting.

Commissioner Elliott makes a motion.

Commissioner Graf seconds.

Minutes are approved with a voice vote of 4-0.

F. Public Hearings

G. General Business

1. Old Business - None
2. New Business -
 - Mr. Zetz the Community Development Supervisor introduces himself.

- Re-select Planning Commission Chairman and Vice Chair for the 2025 year.

Commissioner Elliott motions to re-select Chairman Smith & Vice Chair Apodaca.

Commissioner Graf seconds.

Chairman Smith and Vice Chair Apodaca are appointed with a voice vote of 3-0 each.

- Joseph Calhoun with HLA presents the City of Selah Periodic Update Work Plan.
- Mr. Zetz gives an update on the Climate Element for the Comprehensive Plan.

H. Reports/Announcements

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

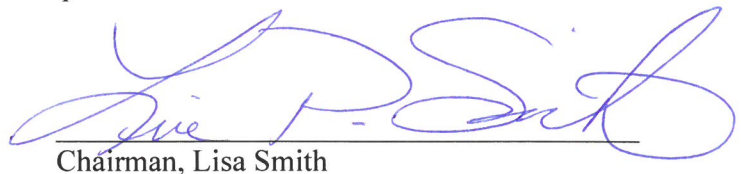
Mr. Zetz shares ideas for upcoming development regulation updates with the Planning Commission.

I. Adjournment

Chairman Smith motions to adjourn.

Commissioner Elliott seconds.

Chairman Smith adjourns the meeting at 6:30pm with a voice vote of 4-0.



Chairman, Lisa Smith



Selah City Council

Regular Meeting

AGENDA ITEM SUMMARY

Meeting Date: 2/25/2025

Agenda Number: 10D

Action Item

Title: Resolution Authorizing the Mayor to Sign an Interlocal Agreement with the City of Sunnyside for Corrections/Detention Services During 2025

From: Dustin Soptich, Chief of Police

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: In consideration of the City of Sunnyside's commitment to house Selah's inmates for the long-term (30 days or more), the City shall pay the Sunnyside a base rate of \$68.99 per day during the year 2025. Medical costs of inmates housed at the Sunnyside's jail will also be paid for by Selah.

Funding Source: 001, General Fund

Background/Findings/Facts: Selah does not have its own municipal jail. Accordingly, Selah has housed its inmates at other jails over years by entered into Interlocal Agreements (ILAs) with other area municipalities. In recent years, Selah has primarily utilized the Sunnyside jail. The preexisting ILA between Selah and Sunnyside has expired. A new, proposed ILA – measuring 12 pages – has been drafted. A copy is appended to the instant AIS, and the terms are acceptable to City staff.

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

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

Date:

Action Taken: None

RESOLUTION NO. 3187

RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT
WITH THE CITY OF SUNNYSIDE FOR CORRECTIONS/DETENTION SERVICES
DURING 2025

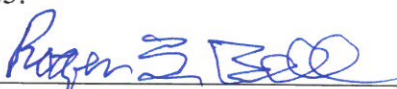
WHEREAS, the City desires to enter into an Interlocal Agreement (ILA) with the City of Sunnyside whereby Sunnyside's municipal jail will be option available for use by the City for specified charges during 2025; and

WHEREAS, the City Attorney has reviewed the proposed ILA, which measures 12 pages, and the Chief of Police recommends that the ILA be entered into; and

WHEREAS, the City Council finds that good cause exists;

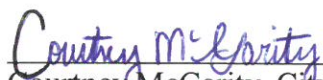
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON that the Mayor be and is authorized to sign the 12-page ILA in the form appended hereto.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 25th day of February, 2025.



Roger Bell, Mayor

ATTEST:



Courtney McGarity, City Clerk

APPROVED AS TO FORM:



Rob Case, City Attorney

WHEN RECORDED RETURN TO:

City of Sunnyside, Washington
818 East Edison
Sunnyside, WA 98944

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

THIS INTERLOCAL AGREEMENT is made and entered into on this 1st day of January, 2025, by and between THE CITY OF SELAH, Washington, hereinafter referred to as "SELAH", and the City of Sunnyside, Washington, hereinafter referred to as "Sunnyside", each party having been duly organized and now existing under the laws of the State of Washington.

WITNESSETH:

WHEREAS, Sunnyside and SELAH are authorized by law to have charge and custody of the Sunnyside City Jail and SELAH prisoners or inmates, respectively; and

WHEREAS, SELAH wishes to designate Sunnyside as a place of confinement for the incarceration of one or more inmates lawfully committed to its custody; and

WHEREAS, Sunnyside is desirous of accepting and keeping in its custody such inmate(s) in the Sunnyside Jail for a rate of compensation mutually agreed upon by the parties hereto; and

WHEREAS, RCW 39.34.080 and other Washington law, as amended, authorizes any city to contract with any other city/county to perform any governmental service, activity or undertaking which each contracting city/county is authorized by law to perform; and

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into this Agreement as authorized and provided for by RCW 39.34.080 and other Washington law, as amended,

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

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

2. DURATION. This Agreement shall enter into full force and effect from the date of execution and end December 31, 2025, subject to earlier termination as provided by Section 3 herein. This agreement shall be renewed automatically for like successive periods of 12 months under such terms and conditions as the parties may determine. Nothing in this Agreement shall be construed to require SELAH to house inmates in Sunnyside continuously.

3. TERMINATION.

(a) By either party. This Agreement may be terminated by written notice from either party to the other party and to the State Office of Financial Management as required by RCW 70.48.090 stating the grounds for said termination and specifying plans for accommodating the affected prisoners. This Agreement may only be terminated by ninety (90) days written notice of termination of this Agreement, to all parties to this Agreement and the State Office of Financial Management. The Notice of termination shall state the ground for termination and the specific plans for accommodating the affected jail population. The notice must be delivered by regular mail to the contact person identified herein. Termination shall become effective ninety (90) days after receipt of such notice. Within said ninety (90) days, SELAH agrees to remove its inmate(s) from Sunnyside.

(b) By SELAH due to lack of funding. The obligation of SELAH to pay Sunnyside under the provision of this Agreement beyond the current fiscal year is expressly made contingent upon the appropriation, budgeting availability of sufficient funds by SELAH. In the event that such funds are not budgeted, appropriated or otherwise made available for the purpose of payment under this Agreement at any time after the current fiscal year, then SELAH shall have the option of terminating the Agreement upon written notice to Sunnyside, except that all services provided to that point shall be compensated at the agreed rate. The termination of this Agreement for this reason will not cause any penalty to be charged to SELAH.

(c) Termination for Breach. In the event SELAH breaches or fails to perform or observe any of the terms or conditions herein, and fails to cure such breach or default within *seven* (7) days of Sunnyside giving SELAH written notice thereof, or, if not reasonably capable of being cured within such *seven* (7) days, within such other period of time as may be reasonable in the circumstances, Sunnyside may terminate SELAH's rights under this Agreement in addition to and not in limitation of any other remedy of Sunnyside at law or in equity, and the failure of Sunnyside to exercise such right at any time shall not waive Sunnyside's right to terminate for any future breach or default.

(d) In the event of termination of this agreement for any reason, SELAH shall compensate Sunnyside for prisoners housed by Sunnyside after notice of such termination until SELAH retakes its inmates in the same manner and at the same rates as if this agreement had not been terminated.

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

To Sunnyside: City of Sunnyside
818 E. Edison Avenue
Sunnyside, WA 98944

Primary Contact Person: Andrew Gutierrez, Corrections Sergeant
509-836-6200, agutierrez@sunnyside-wa.gov

Secondary Contact: Robert Layman, Chief of Police
509-836-6200, rlayman@sunnyside-wa.gov

To SELAH: City of SELAH
115 W Naches Ave, #1, Selah, WA
Kathy.davis@selahwa.gov

Primary Contact Person: *Dustin Soptich, Chief*
509.698.7374, Dustin.soptich@selahwa.gov

Secondary Contact: *Michael Gause, LT*
509.698.7359, Michael.Gausei@selahwa.gov
Communications: 509.698.7347

Notices mailed shall be deemed given on the date mailed. The Parties shall notify each other in writing of any change of address.

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

(a) Day. A twenty-four-hour-long unit of time commencing at 00:00:00 a.m., and ending 23:59:59 p.m.

(b) Inmate Classifications shall be pursuant to the Sunnyside's Objective Jail Inmate Classification System which is modeled after the National Institute of Corrections Jail Classification System:

(i) **"Minimum"** classification shall apply to those inmates who present a low risk to staff and the community.

(ii) **"Medium"** classification shall apply to those inmates who present a moderate risk to staff and the community.

- (iii) **"Maximum"** classification shall apply to those inmates who present a substantial risk to staff and the community.

6. COMPENSATION.

(a) Rates. Sunnyside agrees to accept and house SELAH inmates for compensation per inmate at the rate of \$68.99 per day. This includes minimum and medium classification inmates. The parties agree that Sunnyside will not charge a separate booking fee in addition to such rate. The date of booking into the Sunnyside Jail of SELAH inmates shall be charged a minimum of a full daily rate per inmate regardless of the time of booking within a 24-hour period. The date of release from Sunnyside Corrections and/or returned to SELAH, regardless of the time frame within a 24-hour day shall not constitute a charge by the City of Sunnyside against SELAH.

(b) Billing and Payment. Sunnyside agrees to provide SELAH with an itemized invoice listing all names of housed inmates, the case/citation number, the number of days housed (including the date and time of booking and date and time of release), and the payment amount due. Sunnyside agrees to provide said invoice by the 10th of each month. SELAH agrees to make payment to the City of Sunnyside within *thirty* (30) days of receipt of such invoice for the amount billed for the previous calendar month.

(c) Transportation of inmates is included in the cost and is provided by Sunnyside Corrections.

7. RIGHT OF INSPECTION. SELAH shall have the right to inspect, at all reasonable times, all Sunnyside facilities in which inmates of SELAH are confined in order to determine if such jail maintains standards of confinement acceptable to SELAH and that such inmates therein are treated equally regardless of race, religion, color, creed or national origin; provided, however, that Sunnyside shall be obligated to manage, maintain and operate its facilities consistent with all applicable federal, state and local laws and regulations.

8. FURLOUGHS, PASSES, AND WORK RELEASE. Sunnyside agrees that no early releases or alternatives to incarceration, including furloughs, passes, work crews, electronic home detention or work release shall be granted to any inmate housed pursuant to this Agreement without written authorization by the committing court.

9. INMATE ACCOUNTS. Sunnyside shall establish and maintain an account for each inmate received from SELAH and shall credit to such account all money which is received and shall make disbursements, debiting such accounts in accurate amounts for the inmate's personal needs. Disbursements shall be made in limited amounts as are reasonably necessary for personal maintenance. Sunnyside shall be accountable to SELAH for such inmate funds. At either the termination of this Agreement, the inmate's

death, and release from incarceration or return to either SELAH or indefinite release to the court, the inmate's money shall be refunded in the form of a pre-paid debit card or check issued to the inmate at the time of their release or transfer.

10. INMATE PROPERTY. SELAH may transfer to Sunnyside only agreed amounts of personal property of SELAH inmates recovered from or surrendered by inmates to SELAH upon booking. Only those items which fit into a 12-inch by 14-inch bag will be allowed on transports, when such transports are conducted by Sunnyside Jail Personnel. Additional legal material or personal belongings may be shipped to the Sunnyside Jail at the expense of the inmate or SELAH.

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

12. MEDICAL SERVICES.

(a) Inmates deemed SELAH inmates shall receive such medical, psychiatric and dental treatment when **emergent** and necessary to safeguard their health while housed in Sunnyside. Sunnyside shall provide or arrange for the providing of such medical, psychiatric and dental services. Except for routine minor medical services provided in the Sunnyside Jail, SELAH shall pay directly or reimburse Sunnyside for any and all costs associated with the delivery of any emergency and/or major medical service provided to SELAH inmates. SELAH shall be responsible for any and all **emergent** medical, dental and psychiatric treatment provided outside of the Sunnyside Jail and shall be billed therefor.

(b) An adequate record of all such services shall be kept by Sunnyside for SELAH's review at its request, to the extent consistent with confidentiality regulations. Any medical or dental services requiring treatment from providers outside of the Sunnyside Jail shall be reported to SELAH as soon as time permits.

(c) Should medical, psychiatric or dental services require hospitalization, SELAH agrees to compensate Sunnyside dollar for dollar any amount expended, or cost

incurred in providing the same; provided that, except in emergencies, SELAH will be notified by contacting the duty supervisor at SELAH prior to the inmate's transfer to a hospital, if and when circumstances allow, or as soon afterward as practicable.

(d) Sunnyside will make all reasonable efforts to ensure that medical care providers providing services to SELAH inmates adhere to payment requirements of RCW 70.48.130 when such services are not billed directly to SELAH by the medical care provider. Sunnyside may elect to have the medical care provider(s) bill SELAH directly. SELAH will have the responsibility for notifying medical care providers of these payment requirements when billed directly by medical care providers.

13. DISCIPLINE. Sunnyside shall have physical control over and power to execute disciplinary authority over all inmates of SELAH. However, nothing contained herein shall be construed to authorize or permit the imposition of a type of discipline prohibited by applicable law.

14. RECORDS AND REPORTS.

(a) SELAH shall forward to Sunnyside before or at the time of delivery of each inmate, a copy of all inmate records pertaining to the inmate's present incarceration. If additional information is requested regarding a particular inmate, the parties shall mutually cooperate to provide any additional information in a timely manner.

(b) Sunnyside shall keep all necessary and pertinent records concerning such inmates in the manner mutually agreed upon by the parties hereto. During an inmate's confinement in Sunnyside, SELAH shall upon request be entitled to receive and be furnished with copies of any report or record associated with said inmate(s) incarceration.

15. REMOVAL FROM THE JAIL. An inmate of SELAH legally confined in Sunnyside shall not be removed from the jail by any person without written authorization from THE SELAH or by order of any court having jurisdiction. SELAH hereby designates the Corrections Sergeant as the official authorized to direct Sunnyside to remove SELAH inmates from the Sunnyside Jail. Sunnyside agrees that no early releases or alternatives to incarceration, including furloughs, passes, work release, work crews or electronic home detention shall be granted to any inmate without written authorization from the committing court. This paragraph shall not apply to an emergency necessitating the immediate removal of the inmate for medical, dental, psychiatric treatment or other catastrophic condition presenting an eminent danger to the safety of the inmate or to the inmates or personnel of the Sunnyside Jail. In the event of any such emergency removal, Sunnyside shall inform SELAH of the whereabouts of the inmate or inmates so removed, at the earliest practicable time, and shall exercise all reasonable care for the safe keeping and custody of such inmate or inmates.

16. ESCAPES. In the event any SELAH inmate escapes from Sunnyside's custody, Sunnyside will use all reasonable means to recapture the inmate. The escape

shall be reported immediately to SELAH. Sunnyside shall have the primary responsibility for and authority to direct the pursuit and retaking of the inmate or inmates within its own territory. Any cost in connection therewith shall be chargeable to and borne by Sunnyside; however, Sunnyside shall not be required to expend unreasonable amounts to pursue and return inmates from other counties, states or other countries.

17. DEATH OF AN INMATE.

(a) In the event of the death of a SELAH inmate, the Yakima County Coroner shall be notified. SELAH shall receive copies of any records made at or in connection with such notification.

(b) Sunnyside shall immediately notify SELAH of the death of a SELAH inmate, furnish information as requested and follow the instructions of SELAH regarding the disposition of the body. SELAH hereby designates the Chief of Police as the official authorized to request information from and provide instructions to Sunnyside regarding deceased inmates. The body shall not be released except on written order of said appropriate official(s) of SELAH. Written notice shall be provided within three weekdays of receipt by SELAH of notice of such death. All expenses relative to any necessary preparation of the body and shipment charges shall be paid by SELAH. With SELAH's consent, to be obtained on an individual basis, Sunnyside may arrange for burial and all matters related or incidental thereto, and all such expenses shall be paid by SELAH. The provisions of this paragraph shall govern only the relations between or among the parties hereto and shall not affect the liability of any relative or other person for the disposition of the deceased or for any expenses connected therewith.

(c) SELAH shall receive a certified copy of the death certificate for any of its inmates who have died while in the City of Sunnyside's custody.

18. RETAKE OF INMATES. Upon request from Sunnyside, SELAH shall, at its expense, retake any SELAH inmate within *thirty-six* (36) hours after receipt of such request. In the event the confinement of any SELAH inmate is terminated for any reason, SELAH shall, at its expense, retake such inmate at the Sunnyside Facility.

19. HOLD HARMLESS AND INDEMNIFICATION.

(a) Nothing contained in this Section or this Agreement shall be construed to create a right of indemnification in any third party.

(b) The terms of section 19 shall survive the termination or expiration of this Agreement.

19.1 SUNNYSIDE – HOLD HARMLESS AND INDEMNIFICATION. Sunnyside agrees to hold harmless, indemnify and defend THE SELAH, its officers, agents and employees, from and against any and all claims, losses, or liability, for injuries, sickness

or death of persons, or damage to property, arising out of any willful misconduct, negligent act, error, or omission of Sunnyside, its officials, officers, agents, volunteers or employees, in connection with the services required by this agreement, provided, however, that:

(a) Sunnyside's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or negligence of SELAH, its officials, agents, officers, employees or volunteers; and

(b) In the event that the officials, agents, officers, and/or employees of both SELAH and Sunnyside are negligent, each party shall be liable for its contributory share of negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees).

19.2 SELAH – HOLD HARMLESS AND INDEMNIFICATION. SELAH agrees to hold harmless, indemnify and defend Sunnyside, its officers, agents and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of SELAH, its officials, officers, agents, volunteers or employees, in connection with the services required by this agreement, provided, however, that:

(a) SELAH's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or negligence of Sunnyside, its agents, officers, employees or volunteers; and

(b) In the event that the officials, agents, officers, and/or employees of both SELAH and Sunnyside are negligent, each party shall be liable for its contributory share of negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees).

20. RIGHT OF REFUSAL AND TRANSPORTATION.

(a) Sunnyside shall have the right to refuse to accept any inmate from SELAH when, in the opinion of Sunnyside, its inmate census is at capacity such that there is a substantial risk that, through usual operation of the jail, the reasonable operational capacity limits of the jail might be reached or exceeded.

(b) Sunnyside shall further have the right to refuse to accept any inmate from SELAH who, in the judgment of Sunnyside, has a current illness or injury which may adversely affect the operations of the Sunnyside Jail, has a history of serious medical problems, presents a substantial risk of escape, or presents a substantial risk of injury to other persons or property, or is classified as a maximum-security inmate pursuant to Sunnyside's Objective Jail Classification System.

(c) SELAH prisoners incarcerated in Sunnyside pursuant to this Agreement shall be transported to Sunnyside by and at the expense of Sunnyside and shall be returned, if necessary, to SELAH's custody by Sunnyside personnel and at Sunnyside's expense provided that notice of the necessity of transport is received by Sunnyside *three* (3) days prior to time of expected transport.

21. INDEPENDENT CONTRACTOR. In providing services under this contract, Sunnyside is an independent contractor and neither it nor its officers, agents or employees are employees of SELAH for any purpose, including responsibility for any federal or state tax, industrial insurance or Social Security liability. Neither shall the provision of services under this Agreement give rise to any claim of career service or civil service rights, which may accrue to an employee of SELAH under any applicable law, rule or regulation.

22. GENERAL PROVISIONS.

(a) Severability. In the event any provisions of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provisions shall be enforced and valid to the extent permitted by law. All provisions of this Agreement are severable, and the unenforceability or invalidity of a single provision herein shall not affect the remaining provisions.

(b) Dispute Resolution. In the event of a dispute regarding the enforcement, breach, default, or interpretation of this Agreement, the parties shall first meet in a good faith effort to resolve such dispute. In the event the dispute cannot be resolved by agreement of the parties, said dispute shall be resolved by arbitration pursuant to RCW 7.04A, as amended, with both parties waiving the right of a jury trial upon trial de novo, with venue placed in Sunnyside, Yakima County, Washington. Each party shall bear its own attorney fees and costs.

(c) Waiver of Breach. The waiver by either party of the breach of any provision of this Agreement by the other party must be in writing and shall not operate nor be construed as a waiver of any subsequent breach by such other party.

(d) Savings Clause. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions of this Agreement and any statute, law, public regulation or ordinance, the latter shall prevail, but in such event, the provisions of this Agreement affected shall be severed only to the extent necessary to bring it within legal requirements.

(e) Filing. This Agreement shall be filed with the Yakima County Auditor's Office or, alternatively, listed by subject on each or either party's website or other electronically retrievable public source pursuant to RCW 39.34.040.

23. INTERPRETATION. This Agreement has been submitted to the scrutiny of all parties and their counsel if desired, and it shall be given a fair and reasonable interpretation in accordance with its words, without consideration or weight given to its being drafted by any party or its counsel. All words used in the singular shall include the plural; the present tense shall include the future tense; and the masculine gender shall include the feminine and gender neutral.

24. ACCESS TO RECORDS CLAUSE. The parties hereby agree that authorized representatives of the parties shall access to any books, documents, paper and record of the other party which are pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. All such records and all other records pertinent to this Agreement and work undertaken pursuant to this Agreement shall be retained by the parties for a period of *three* (3) years after the final expiration date of this Agreement or any amendments hereto, unless a longer period is required to resolve audit, findings or litigation. In such cases, the parties may expressly agree by an amendment or separate agreement for such longer period for record retention.

25. INTERLOCAL COOPERATIVE ACT PROVISIONS Each party shall be solely responsible for all costs, materials, supplies and services necessary for their performance under the terms of this Agreement. All property and materials secured by each party in the performance of this Agreement shall remain the sole property of that party. All funding incident to the fulfillment of this Interlocal Agreement, shall be borne by each party necessary for the fulfillment of their responsibilities under the terms of this Agreement. No special budgets or funds are anticipated, nor shall be created incident to this Interlocal Cooperation Agreement. It is not the intention that a separate legal entity be established to conduct the cooperative undertakings, nor is the acquisition, holding, or disposing of any real or personal property anticipated under the terms of this Agreement. The City Manager of the City of Sunnyside, Washington, shall be designated as the Administrator of this Interlocal Cooperative Agreement.

A copy of this Interlocal Agreement shall be filed or placed on the City's and the Port's website as provided by RCW 39.34.

26. ENTIRE AGREEMENT. This Agreement represents the entire integrated Agreement between SELAH and Sunnyside and supersedes all prior negotiations, representations or agreements, either written or oral.

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

CITY OF SUNNYSIDE

By: _____
Mike Gonzalez, City Manager

ATTEST:

Jacqueline Renteria, City Clerk

APPROVED AS TO FORM:

Saxton Riley & Riley, PLLC
Benjamin J. Riley,
Attorneys for the City of Sunnyside

CITY OF SELAH

By: Roger Bell
Name of Endorser
Roger Bell, Mayor

ATTEST:

Courtney McGarity
Name, City Clerk

APPROVED AS TO FORM:

A.D.L. WSBA #34313

Attorney for the City of SELAH

STATE OF WASHINGTON)

: ss.

THE CITY OF SUNNYSIDE)

On this day personally appeared before me Mike Gonzalez, City Manager, of the City of Sunnyside, to be known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 20____.

NOTARY PUBLIC in and for the State of Washington

Residing at: _____

My Commission Expires: _____

STATE OF WASHINGTON)

: ss.

THE CITY OF SELAH)

On this day personally appeared before me Roger Bell, Mayor, Title, of the CITY OF SELAH, to be known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

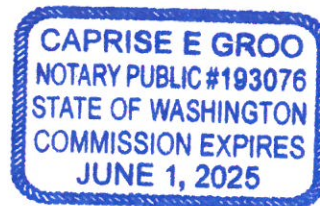
GIVEN under my hand and official seal this 28th day of February, 2025.

Caprise E Groo

NOTARY PUBLIC in and for the State of Washington

Residing at: 1314 S 15th Ave

My Commission Expires: June 1, 2025





Selah City Council

Regular Meeting

AGENDA ITEM SUMMARY

Meeting Date: 2/25/2025

Agenda Number: 10E

Action Item

Title: Resolution Ratifying Signatures by the Mayor and City Attorney on “Contract Number PC25-96103-037” between the City and the Washington State Public Works Board, and Otherwise Approving Such Contract, Pertaining to Financing for the City’s Hillcrest Water Main Replacement Project

From: Rocky Wallace, Public Works Director

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: The City will receive a loan in the principal amount of \$1,263,865.60. The loan terms will include monetary interest at the rate of eighty-six hundredths of one percent (0.86%) and a repayment term of twenty (20) years.

Funding Source: 411, Water Fund

Background/Findings/Facts: This is a proposed loan whereby the City will borrow funds for the City’s Hillcrest Water Main Replacement Project (Project). The City’s adopted 2025 budget (Ordinance No. 2237) contemplated that the City would directly pay for this Project. Subsequent to adoption of such budget, the Public Works Department secured a loan commitment that can be utilized for the Project. Such loan would be provided by the Washington State Public Works Board. City staff believes the proposed loan terms offer a good financial option for the City. The principal sum borrowed would be one million two hundred sixty-three thousand eight hundred sixty-five dollars and sixty cents (\$1,263,865.60), the interest rate would be eighty-six hundredths of one percent (0.86%), and the repayment term would be twenty (20) years.

“Contract Number: PC25-96103-037” with enable this loan. The Mayor and City Attorney have already electronically signed a copy of such Contract. The attached proposed Resolution will – if approved – ratify those signatures and otherwise approve the loan.

As to the Project itself, the City’s adopted 2021 Water System Plan (Plan) identified the need for water main improvements beneath Hillcrest Drive and its surrounding area, which were specifically identified as improvement numbers 9 and 11 in Figure 8-1 of said Plan.

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:
11/12/2024	Resolution No. 3163 authorizing the Mayor sign “Task Order No. 2024-07” with HLA Engineering and Land Surveying, Inc., for professional services related to the City’s Hillcrest Water Main Replacement Project
6/11/2024	Resolution No. 3129 authorizing the signing and submission of a Washington State Public Works Board funding application related to the City’s Hillcrest Water Main Replacement Project

RESOLUTION NO. 3188

RESOLUTION RATIFYING SIGNATURES BY THE MAYOR AND CITY ATTORNEY ON
“CONTRACT NUMBER: PC25-96103-037” BETWEEN THE CITY AND THE
WASHINGTON STATE PUBLIC WORKS BOARD, AND OTHERWISE APPROVING
SUCH CONTRACT, PERTAINING TO FINANCING FOR THE CITY’S HILLCREST
WATER MAIN REPLACEMENT PROJECT

WHEREAS, Selah’s adopted 2025 budget (Ordinance No. 2237) contemplated that the City would directly pay for the City’s contemplated Hillcrest Water Main Replacement Project (Project); and

WHEREAS, subsequent to adoption of such budget, the City’s Public Works Department secured a loan commitment from the Washington State Public Works Board that can be utilized for such Project; and

WHEREAS, a written contract labeled “Contract Number: PC2-96013-0” (Contract) has been prepared to recite all terms of the proposed loan; and

WHEREAS, if the loan is entered into, the principal sum borrowed would be one million two hundred sixty-three thousand eight hundred sixty-five dollars and sixty cents (\$1,263,865.60), the interest rate would be eighty-six hundredths of one percent (0.86%), and the repayment term would be twenty (20) years; and

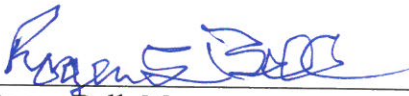
WHEREAS, City staff believes that the proposed loan terms offer a good financial option for the City, rather than the City paying directly for such project; and

WHEREAS, City staff recommends that the Contract be approved, that the electronic signatures thereon that have already been created by the Mayor and City Attorney be retroactively authorized (*i.e.*, ratified), that any other necessary signatures or actions be taken in order for this loan to occur, and that work on this Project commence forthwith; and

WHEREAS, the City Council finds that good cause exists;

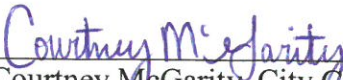
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON that the proposed loan be and is approved, that Contract be and is approved, that the electronic signatures by the Mayor and City Attorney be and are ratified, that any other necessary signatures or actions be taken for this loan to occur, and that work on this Project commence forthwith.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 25th day of February, 2025.



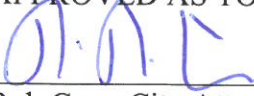
Roger Bell, Mayor

ATTEST:



Courtney McGarity, City Clerk

APPROVED AS TO FORM:



Rob Case, City Attorney

AGREEMENT FACE SHEET

Agreement Number: PC25-96103-037

PUBLIC WORKS BOARD
CONSTRUCTION FUNDING AGREEMENT

1. Contractor City of Selah 115 W Naches Ave Selah, WA 98942		2. Contractor Doing Business As (optional) N/A	
3. Contractor Representative Roger Bell, Mayor roger.bell@selahwa.gov		4. Public Works Board Representative Alison Mitchell alison.mitchell@commerce.wa.gov 360-999-0606	
5. Agreement Amount \$2,527,731.20	6. Funding Source Federal: ☐ State: ☒ Other: ☐ N/A: ☐	7. Agreement Start Date Agreement Execution Date	8. Agreement End Date June 1, 2045
9. Federal Funds (as applicable) N/A		Federal Agency N/A	CFDA Number N/A
10. Tax ID # N/A	11. SWV # 0007717-00	12. UBI # 392-000-174	13. UEI # N/A
14. Agreement Purpose Fund a project of a local government for the planning, acquisition, construction, repair, reconstruction, replacement, rehabilitation, or improvement of streets, roads, bridges, drinking water systems, stormwater systems, sanitary sewage systems, or solid waste/recycling/organics facilities.			
The BOARD, defined as the Washington State Public Works Board and Contractor acknowledge and accept the terms of this Agreement and attachments and have executed this Agreement on the date below to start as of the date and year last written below. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents that are incorporated by reference: Agreement Terms and Conditions including Declarations Page; and Attachment I: Attorney's Certification; and the Public Works Board's Traditional Program Policy Handbook, found on the PWB website.			
FOR THE CONTRACTOR DocuSigned by:  Signature Roger Bell Print Name Mayor Title 2/10/2025 4:15 PM PST Date		FOR PUBLIC WORKS BOARD Signed by:  PWB Chair Kathryn A. Gardow, Public Works Board Chair 2/10/2025 4:56 PM PST Date APPROVED AS TO FORM ONLY Signature on File Dawn C. Cortez Assistant Attorney General	



DECLARATIONS

CLIENT INFORMATION

Legal Name: City of Selah
Agreement Number: PC25-96103-037

PROJECT INFORMATION

Project Title: Hillcrest Water Main Replacement
Project City: Selah
Project State: Washington
Project Zip Code: 98942

FUNDING INFORMATION

LOAN FUNDING:

Loan Amount: \$1,263,865.60
Loan Term: 20 years
Interest Rate: 0.86%
Payment Month: June 1st

GRANT FUNDING:

Grant Amount: \$1,263,865.60
% of Funding as Grant: 50%

PROJECT TOTALS:

Total Estimated Cost: \$2,527,731.20
Total Project Funding: \$2,527,731.20
Earliest Date for Cost Reimbursement: September 6, 2024
Time of Performance: 60 months from Execution Date of this Agreement to Project Completion.

ADDITIONAL SPECIAL TERMS AND CONDITIONS GOVERNING THIS AGREEMENT

N/A

LOAN SECURITY CONDITION GOVERNING THIS AGREEMENT

This loan is a general obligation of the CONTRACTOR.

SCOPE OF WORK

This project will replace approximately 7,000 linear feet of existing 2-inch, 4-inch, and 6-inch water main piping with new 8-inch and 12-inch piping, including valves, fire hydrant assemblies, and water service connections. Water main replacements will be in the Hillcrest area, including Hillcrest Drive from Ridgeview Avenue to Crusher Canyon Road, and in Anchor Place, Anchor Loop, Sherlyn Drive, W. Fifth Avenue, W. Seventh Avenue, Riverview Avenue, Ridgeview Avenue, Hillcrest Place, and Ridge Road.

The project costs may include but are not limited to: engineering, cultural and historical resources, environmental documentation, review, permits, public involvement, bid documents, and construction. The project needs to meet all applicable Local, State, and/or Federal standards.



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AGREEMENT TERMS AND CONDITIONS

PUBLIC WORKS BOARD CONSTRUCTION FUNDING PROGRAM

SPECIAL TERMS AND CONDITIONS

1.1 Definitions

As used throughout this Construction Funding Agreement the following terms shall have the meaning set forth below:

- A. "The BOARD" shall mean the Washington State Public Works Board created in Revised Code of Washington (RCW) 43.155.030, and who is a Party to the Agreement
- B. "Agreement" shall mean this Construction Funding Agreement.
- C. "Contractor" shall mean the local government identified on the Agreement Face Sheet receiving funding to complete the project described in the SCOPE OF WORK described in this Agreement and who is a Party to the Agreement, and shall include all employees and agents of the Contractor.
- D. "Declarations " and "Declared" shall refer to the project information, loan terms and conditions as stated on the Declarations Page of this Funding Agreement, displayed within the Agreement in **THIS STYLE** for easier identification.
- E. The Traditional Program Policy Handbook shall mean the handbook found at the PWB Traditional Financing Webpage and available upon request as PDF.

1.2 Authority

Acting under the authority of RCW 43.155, the BOARD has awarded the Contractor Public Works Board construction funding for an approved public works project.

1.3 Purpose

The BOARD and the Contractor have entered into this Agreement to provide funds to enable the Contractor to undertake a local public works project that furthers the goals and objectives of the Washington State Public Works Program. The project will be undertaken by the Contractor and will include the activities described in the **SCOPE OF WORK** shown on the Declarations page. The project must be undertaken in accordance with the Agreement terms and conditions, and all applicable federal, state and local laws and ordinances, which are incorporated by reference.

1.4 Order of Precedence

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

- A. Applicable federal and state of Washington statutes and regulations.
- B. Special Terms and Conditions including attachments.
- C. General Terms and Conditions.

1.5 5- year deferral for start-up systems

If the project financed by this Agreement is to develop a system to deliver previously unavailable services, and revenue from those services is to repay the loan, the new system is eligible for a deferral of loan payments for sixty (60) months after the Agreement execution date. The Contractor may provide a written request to the BOARD requesting a 5-year deferral for an eligible system. The BOARD may approve the deferral request.

Interest accrues for the aforementioned sixty (60) months. The accrued interest only payment is due June 1 of the 6th year of the loan term. Interest and principal payments are due on June 1 of the 7th year of the loan term.

1.6 Competitive Bidding Requirements

The Contractor shall comply with the provisions of RCW 43.155.060 regarding competitive bidding requirements for projects assisted in whole or in part with money from the Public Works Program.

1.7 Default in Repayment

If the funding under this Agreement constitutes a loan, repayments shall be made on the loan in accordance with Section 1.18 of this Agreement. A payment not received within thirty (30) days of the due date shall be declared delinquent. Delinquent payments shall be assessed a monthly penalty beginning on the first (1st) day past the due date. The penalty will be assessed on the entire payment amount. The penalty will be one percent (1%) per month or twelve percent (12%) per annum. The same penalty terms shall apply at project completion if the repayment of loan funds in excess of eligible costs are not repaid at the time of the Project Completion Amendment is submitted, as provided for in Section 1.13.

The Contractor acknowledges and agrees to the BOARD's right, upon delinquency in the payment of any annual installment, to notify any other entity, creditors, or potential creditors of the Contractor of such delinquency.

The Contractor shall be responsible for all legal fees incurred by the BOARD in any action undertaken to enforce its rights under this section.

1.8 Investment Grade Audit

For projects involving repair, replacement, or improvement of a wastewater treatment plant, or other public works facility for which an investment grade audit is obtainable, Contractor must undertake an investment grade audit. Costs incurred as part of the investment grade audit are eligible project costs.

1.9 Sub-Contractor Data Collection

Contractor will submit reports, in a form and format to be provided by the BOARD and at intervals as agreed by the parties, regarding work under this Agreement performed by sub-contractors and the portion of the Agreement funds expended for work performed by sub-contractors, including but not necessarily limited to minority-owned, women-owned, and veteran-owned business sub-contractors. "Sub-Contractors" shall mean sub-contractors of any tier.

1.10 Eligible Project Costs

The Eligible project costs must consist of expenditures eligible under Washington Administrative Code (WAC) 399-30-030, be related only to project activities described in the declared **SCOPE OF WORK** and documented according to the requirements set forth in the Traditional Program Policy Handbook. Eligible costs for reimbursement shall be construed to mean expenditures incurred and paid, or incurred and payable within thirty (30) days of the reimbursement request. Only costs that have been incurred on or after **EARLIEST DATE FOR COST REIMBURSEMENT** shown in the Declarations are eligible for reimbursement under this Agreement.

The Contractor assures compliance with WAC 399-30-030, which identifies eligible costs for projects assisted with BOARD funding.

These terms supersede the terms in Section 2.2. Allowable Costs.

1.11 Historical and Cultural Resources

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

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

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

The Agreement shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

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

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

In the event that the Contractor finds it necessary to amend the Scope of Work the Agreement may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act.

1.12 Performance Incentives

The Contractor shall complete the project no later than sixty (60) months after the date of Agreement execution.

Should the Contractor submit the Certified Project Completion Report within forty-eight (48) months of the date of Agreement execution, the Contractor may choose one of the two following incentives upon project completion:

Option A: The repayment period will be increased by twenty-four (24) months, not to exceed the life of the asset, OR:

Option B: The interest rate will be decreased by one-quarter of one percent (0.25%).

Should the Contractor submit the Certified Project Completion Report within thirty-six (36) months of the date of Agreement execution, the Contractor may choose one of the following two incentives upon project completion:

Option C: The repayment period will be increased by sixty (60) months, not to exceed the life of the asset, OR;

Option D: The interest rate will be decreased by up to one-half of one percent (0.50%).

Once an option is selected, the Agreement shall be modified to note the appropriate change and no further adjustment to the Agreement for Performance Incentives shall be authorized. Irrespective of the performance incentive chosen, at no point in time shall the minimum loan interest rate be less than 0.25%.

The calculation of interest rate and term adjustments will apply to the remaining payments beginning from the date the Project Completion report is certified.

1.13 Project Completion Amendment and Certified Project Completion Report

The Contractor shall complete a Certified Project Completion Report when all activities identified in the **SCOPE OF WORK** are complete. The BOARD will supply the Contractor with the Certified Project Completion Report form, which shall include:

- A. A certified statement that the project, as described in the declared **SCOPE OF WORK**, is complete and, if applicable, meets required standards.
- B. A certified statement of the actual dollar amounts spent, from all funding sources, in completing the project as described in the **SCOPE OF WORK**.
- C. Certification that all costs associated with the project have been incurred and have been accounted for. Costs are incurred when goods and services are received and/or Agreement work is performed.
- D. Pictures of Completed Project.

The Contractor will submit the Certified Project Completion Report together with the last Invoice Voucher for a sum not to exceed the balance of the total funding amount. The final Invoice Voucher payment shall not occur prior to the completion of all project activities identified in the **SCOPE OF WORK** and the BOARD's receipt and acceptance of the Certified Project Completion Report.

The Project Completion Amendment shall serve as an amendment to this Agreement determining the final loan amount, grant amount (if applicable), loan term, and interest rate.

1.14 Project Signs

If the Contractor displays, during the period covered by this Agreement, signs or markers identifying those agencies participating financially in the approved project, the sign or marker must identify the Washington State Public Works Board as a participant in the project. Public Works Board logo files are available upon request.

1.15 Rate and Term of Loan

If the Contractor is awarded a loan, the BOARD shall fund the Contractor a sum not to exceed the **LOAN AMOUNT** shown on the Agreement Face Sheet and declared on the Agreement Declarations Page. The interest rate shall be the declared **INTEREST RATE** per annum on the outstanding principal balance. The length of the loan shall not exceed the declared **LOAN TERM** in years, with the final payment due by the **AGREEMENT END DATE** as shown on the Agreement Face Sheet.

Any grant funding shall be spent from the award proportionally to the **% OF FUNDING AS GRANT**. The percent of grant funding shall not be changed at project completion regardless of the actual cost of the project and the Affordability Index or other measure of financial hardship.

1.16 Recapture

In addition to the recapture provisions in Section 2.32, the right to recapture shall exist for a period not to exceed six (6) years following Agreement termination. In the event that the Board is required to institute legal proceedings to enforce the recapture provision, the BOARD shall be entitled to its costs, including attorney's fees.

1.17 Reimbursement Procedures and Payment

If funding or appropriation is not available at the time the invoice is submitted, or when this Agreement is executed, the issuance of warrants will be delayed or suspended until such time as funds or appropriation become available. Therefore, subject to the availability of funds, warrants shall be issued to the Contractor for reimbursement of allowable expenses incurred by the Contractor while undertaking and administering approved project activities in accordance with the declared **SCOPE OF WORK**.

The Contractor shall submit all Invoice Vouchers and all required documentation per guidance in the BOARD Traditional Program Policy Handbook, which is incorporated by reference.

The BOARD shall reimburse the Contractor for eligible project expenditures up to the maximum funding amount under this Agreement, as identified in Section 1.10. When requesting reimbursement for costs incurred, the Contractor shall submit all Invoice Vouchers and any required documentation electronically through the Department of Commerce's (COMMERCE) Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal, or its successor. If the Contractor has constraints preventing access to COMMERCE's online A-19 portal, a hard copy A-19 form may be provided by the BOARD Project Manager upon request.

Requests for reimbursements for costs related to **construction** activities will not be accepted until the Contractor provides:

- Proof of compliance with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act, as described in Section 1.11, and
- Signed Public Works Board Notice of Contract Award and Notice to Proceed, which follows the formal award of a construction contract.

If the Contractor receives funding in the form of both a grant and a loan, the Contractor shall bill to the loan and grant proportionally until and if funds are exhausted.

The BOARD will pay the Contractor upon acceptance of the work performed and receipt of properly completed invoices. Invoices shall be submitted to the BOARD at least quarterly, as appropriate.

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

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

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

BOARD shall not release the final five (5) percent of the total funding amount until acceptance by BOARD of project completion report.

Duplication of Billed Costs. If the Contractor is entitled to payment or has been or will be paid by another source for an eligible project cost, then the Contractor shall not be reimbursed by the BOARD for that cost.

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

In no event shall the total Public Works funding exceed 100% of the eligible actual project costs. At the time of project completion, the Contractor shall submit to the BOARD a Project Completion Amendment certifying the total actual project costs, other funding, and local share. The final BOARD funding disbursement shall bring the total funding to the lesser of 100% of the eligible project costs or the total declared **funding under this Agreement**. The Project Completion Amendment shall serve as an amendment to this Agreement determining the final loan and grant amounts, loan term, and interest rate.

In the event that the final costs identified in the Project Completion Amendment indicate that the Contractor has received BOARD monies in excess of 100.00% of eligible costs, all funds in excess of 100.00% shall be repaid to the BOARD by payment to the Department of Commerce, or its successor, together with the submission of the Project Completion Amendment.

1.18 Repayment

If the Agreement includes loan funding, loan repayment installments are due on the day and month identified under the term: **PAYMENT MONTH** on the Declarations Page. Payments are due each year during the term of the loan beginning one year from the date of Agreement execution. Interest only will be charged for this payment if a warrant is issued prior to this date. All subsequent payments shall consist of principal and accrued interest due on the specified **PAYMENT MONTH** date of each year during the remaining term of the loan.

Repayment of a loan under this Agreement shall include the declared **INTEREST RATE** per annum based on a three hundred and sixty (360) day year of twelve (12) thirty (30) day months. Interest will begin to accrue from the date each warrant is issued to the Contractor. The final payment shall be on or before the **AGREEMENT END DATE** shown on the Declarations page, of an amount sufficient to bring the loan balance to zero.

In the event that the BOARD approves the Contractor's request for a deferral as outlined in Section 1.5, then the first loan repayment is due sixty (60) months after Agreement execution. Interest accrues for the sixty (60) months after Agreement execution. The accrued interest only will be charged for this payment if a warrant is issued prior to this date. Interest and principal payments are due on the declared **PAYMENT MONTH** date of each year during the remaining term of the loan. The Contractor has the right to repay the unpaid balance of the loan in full at any time or make accelerated payments without penalty.

The Contractor will repay the loan in accordance with the preceding conditions through the use of a check, money order, or equivalent means made payable to the Washington State Department of Commerce, or its successor.

1.19 Reports

The Contractor shall furnish the BOARD with:

- A. Project progress reports per guidance in the BOARD Traditional Program Policy Handbook;
- B. Quarterly Reports;
- C. Certified Project Completion Report at project completion (as described in Section 1.13);
- D. Pictures and short videos of various stages of the project, and
- E. Other reports as the BOARD may require.

1.20 Termination for Cause

If the Contractor fails to comply with the terms of this Agreement, or fails to use the funds only for those activities identified in the **SCOPE OF WORK**, the BOARD may terminate the Agreement in whole or in part at any time. The BOARD shall notify the Contractor in writing of its determination to terminate, the reason for such termination, and the effective date of the termination. Nothing in this section shall affect the Contractor's obligation to repay the unpaid balance of a loan.

These terms supersede the terms in Section 2.41 Termination for Cause/Suspension.

1.21 Termination for Convenience

Notwithstanding anything in Section 2.42 Termination for Convenience, the BOARD may suspend or terminate this Agreement in the event that funds are no longer available to the BOARD, or are not appropriated for the purpose of meeting the BOARD's obligations under this Agreement. Termination will be effective when the BOARD sends written notice of termination to the Contractor. Nothing in this section shall affect the Contractor's obligation to repay the unpaid balance of the loan.

1.22 Time of Performance

No later than sixty (60) months after the date of Agreement execution the Contractor must reach project completion.

Failure to meet Time of Performance shall constitute default of this Agreement. In the event of extenuating circumstances, the Contractor may request, in writing, that the BOARD extend the deadline for project completion. The BOARD may extend the deadline.

The term of this Agreement shall be for the entire term of any loan provided under this Agreement, regardless of actual project completion, unless terminated sooner as provided herein.

1.23 Agreement Suspension

In the event that the Washington State Legislature fails to pass and the Governor does not authorize a Capital Budget by June 30 of each biennium, the Washington State Constitution Article 8 and RCW 43.88.130 and RCW 43.88.290 prohibit expenditures or commitments of state funds in the absence of appropriation.

In such event, all work under this Agreement will be suspended effective July 1. The Contractor shall immediately suspend work under this Agreement and take all reasonable steps necessary to minimize the cost of performance directly attributable to such suspension until the suspension is cancelled.

The BOARD shall notify the Contractor immediately upon lifting of the Agreement suspension.

1.24 Special Conditions

If ADDITIONAL SPECIAL CONDITIONS are listed on the Agreement Declarations Page then these conditions are herein incorporated as part of the terms and requirements of this Agreement.

1.25 Loan Security

Loan Security payments shall be made as stated on the attached Declarations Page, and identified as LOAN SECURITY.

GENERAL TERMS AND CONDITIONS

2.1 DEFINITIONS

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

- A. "Authorized Representative" shall mean the Public Works Board Chair and/or the designee authorized in writing to act on the Chair's behalf.
- B. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Agreement, and shall include all employees and agents of the Contractor.
- C. "BOARD" shall mean the Washington State Public Works Board created in Revised Code of Washington (RCW) 43.155.030, and which is a Party to the Agreement
- D. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- E. "State" shall mean the state of Washington.
- F. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Agreement under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2.2 Allowable Costs

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

2.3 ALL WRITINGS CONTAINED HEREIN

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

2.4 AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

2.5 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

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

2.6 APPROVAL

This Agreement shall be subject to the written approval of the BOARD's Authorized Representative and shall not be binding until so approved. The Agreement may be altered, amended, or waived only by a written amendment executed by both parties.

2.7 ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Contractor without prior written consent of the BOARD.

2.8 ATTORNEYS' FEES

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

2.9 AUDIT

A. General Requirements

- If requested by the Board at any time during the Agreement period and six (6) years following termination of the Agreement, Contractor will obtain an audit, at its own expense.
- Contractors are to procure audit services based on the following guidelines.
- The Contractor shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subcontractors also maintain auditable records.
- The Contractor is responsible for any audit exceptions incurred by its own organization or that of its Subcontractors.
- The BOARD reserves the right to recover from the Contractor all disallowed costs resulting from the audit.
- Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Contractor must respond to the BOARD's request for information or corrective action concerning audit issues within thirty (30) days of the date of request.

B. State Funds Requirements

- In the event an audit is required, if the Contractor is a local government entity, the Office of the State Auditor shall conduct the audit.
- Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Contractor.
- The Contractor shall include the above audit requirements in any subcontracts.
- In any case, the Contractor's financial records must be available for review by the BOARD.

2.10 CODE REQUIREMENTS

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

2.11 CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

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

1. All material provided to the Contractor by the BOARD that is designated as "confidential" by the BOARD;
2. All material produced by the Contractor that is designated as "confidential" by the BOARD; and
3. All personal information in the possession of the Contractor that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's

name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

- B.** The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Agreement and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of the BOARD or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide the BOARD with its policies and procedures on confidentiality. The BOARD may require changes to such policies and procedures as they apply to this Agreement whenever the BOARD reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by the BOARD. Upon request, the Contractor shall immediately return to the BOARD any Confidential Information that the BOARD reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C.** Unauthorized Use or Disclosure. The Contractor shall notify the BOARD within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

2.12 CONFORMANCE

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

2.13 COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Agreement shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the BOARD. The BOARD shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to the BOARD effective from the moment of creation of such Materials.

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

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

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

2.14 DISALLOWED COSTS

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

2.15 DISPUTES

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

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Contractor's name, address, and Agreement number; and
- be mailed to the BOARD Chair and the other party's (respondent's) Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

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

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

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

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

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

2.16 DUPLICATE PAYMENT

The Contractor certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other agreement, contract, subcontract, or other source.

2.17 ETHICS/CONFLICTS OF INTEREST

In performing under this Agreement, the Contractor shall assure compliance with the Ethics in Public Service Act, RCW 42.52 and any other applicable local, state or federal law related to ethics or conflicts of interests.

2.18 GOVERNING LAW AND VENUE

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

2.19 INDEMNIFICATION

To the fullest extent permitted by law, the GRANTEE shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the Agreement. "Claim," as used in this Agreement, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness,

disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractor's agents, employees, representatives, or any subgrantee/subcontractor or its employees.

The Contractor's obligation shall not include such claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents or employees and (b) the Contractor, its subcontractors, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Contractor or its subcontractors, agents, or employees.

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

2.20 INDEPENDENT CAPACITY OF THE CONTRACTOR

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

2.21 INDUSTRIAL INSURANCE COVERAGE

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

2.21 LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended including, but not limited to:

Washington State Laws and Regulations

- A. Affirmative Action, RCW 41.06.020 (11).
- B. Boards of Directors or Officers of Non-profit Corporations – Liability – Limitations, RCW 4.24.264.
- C. Contracts for Architectural and Engineering Services. RCW 39.80
- D. Disclosure-Campaign Finances-Lobbying, RCW 42.17.
- E. Discrimination-Human Rights Commission, RCW 49.60.
- F. Ethics in Public Service, RCW 42.52
- G. Growth Management, RCW 36.70A
- H. Housing Assistance Program, RCW 43.185.
- I. Interlocal Cooperation Act, RCW 39.34.
- J. Noise Control, RCW 70.107.
- K. Office of Minority and Women's Business Enterprises, RCW 39.19 and WAC 326-02.
- L. Open Public Meetings Act, RCW 42.30.
- M. Prevailing Wages on Public Works, RCW 39.12.
- N. Public Records Act. RCW 42.56.
- O. Public Works Projects, RCW 43.155
- P. Relocation Assistance – Real Property Acquisition Policy, RCW 8.26.
- Q. Shoreline Management Act of 1971, RCW 90.58.

- R. State Budgeting, Accounting, and Reporting System, RCW 43.88
- S. State Building Code, RCW 19.27 and Energy-related building standards, RCW 19.27A, and Provisions in buildings for aged and handicapped persons, RCW 70.92.
- T. State Coastal Zone Management Program, Publication 01-06-003, Shorelands and Environmental Assistance Program, Washington State Department of Ecology.
- U. State Environmental Policy, RCW 43.21C.
- V. State Executive Order 21-02 Archeological and Cultural Resources.

2.23 LICENSING, ACCREDITATION AND REGISTRATION

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

2.24 LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement.

2.25 Local Public Transportation Coordination

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

2.26 NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Agreement, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Agreement may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the Board. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

2.27 PAY EQUITY

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

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

This Agreement may be terminated by the BOARD, if the BOARD, the Department of Commerce, or the Department of Enterprise Services determines that the Contractor is not in compliance with this provision.

2.28 POLITICAL ACTIVITIES

Political activity of Contractor employees and officers are limited by the State Campaign Finances and Lobbying provisions of RCW 42.17 and the Federal Hatch Act, 5 USC 1501 - 1508.

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

2.29 PREVAILING WAGE LAW

The Contractor certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, RCW 39.12, as applicable to the Project funded by this contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Contractor shall maintain records sufficient to evidence compliance with RCW 39.12, and shall make such records available for the BOARDS review upon request.

2.30 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

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

2.31 PUBLICITY

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

2.32 RECAPTURE

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

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

2.33 RECORDS MAINTENANCE

The Contractor shall maintain all books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Contractor shall retain such records for a period of six years following the date of final payment.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

2.34 REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Contractor shall complete registration with the Washington State Department of Revenue.

2.35 RIGHT OF INSPECTION

At no additional cost all records relating to the Contractor's performance under this Agreement shall be subject at all reasonable times to inspection, review, and audit by the BOARD, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Agreement. The Contractor shall provide access to its facilities for this purpose.

2.36 SAVINGS

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

2.37 SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Agreement and to this end the provisions of this Agreement are declared to be severable.

2.38 SUBCONTRACTING

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

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

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

2.39 SURVIVAL

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

2.40 TAXES

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

2.41 TERMINATION FOR CAUSE

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

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law.

The BOARD reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by the BOARD to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of the BOARD provided in this Agreement are not exclusive and are, in addition to any other rights and remedies, provided by law.

2.42 TERMINATION FOR CONVENIENCE

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

2.43 TERMINATION PROCEDURES

Upon termination of this contract, the BOARD, in addition to any other rights provided in this Agreement.

The rights and remedies of the BOARD provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

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

- A.** Stop work under the Agreement on the date, and to the extent specified, in the notice;
- B.** Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Agreement that is not terminated;
- C.** Assign to the BOARD, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the BOARD has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D.** Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;

- E. Transfer title to the BOARD and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Agreement had been completed, would have been required to be furnished to the BOARD;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the BOARD has or may acquire an interest.

2.44 TREATMENT OF ASSETS

Title to all property furnished by the BOARD shall remain with the BOARD. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the Contractor.

2.45 WAIVER

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

ATTACHMENT I: ATTORNEY’S CERTIFICATION

PUBLIC WORKS BOARD
CONSTRUCTION FUNDING PROGRAM

CONTRACTOR: City of Selah
AGREEMENT Number: PC25-96103-037

I, Rob Case, hereby certify:

I am an attorney at law admitted to practice in the State of Washington and the duly appointed attorney of the City of Selah (the CONTRACTOR); and

I have also examined any and all documents and records which are pertinent to the Agreement, including the application requesting this financial assistance.

Based on the foregoing, it is my opinion that:

- 1. The CONTRACTOR is a public body, properly constituted and operating under the laws of the state of Washington, empowered to receive and expend federal, state and local funds, to enter into an Agreement with the state of Washington, and to receive and expend the funds involved to accomplish the objectives set forth in their application.
- 2. The CONTRACTOR is empowered to accept the BOARD’s financial assistance and to provide for repayment of the loan as set forth in the Agreement.
- 3. There is currently no litigation in existence seeking to enjoin the commencement or completion of the above-described public facilities project or to enjoin the CONTRACTOR from repaying any loan extended by the BOARD with respect to such project. The CONTRACTOR is not a party to litigation which will materially affect its ability to repay such loan on the terms contained in the Agreement.
- 4. Assumption of this obligation would not exceed statutory and administrative rule debt limitations applicable to the CONTRACTOR.

Signed by:


Signature of Attorney

Rob Case

Name

City Attorney

2/10/2025 | 2:48 PM PST

Date



Selah City Council

Regular Meeting

AGENDA ITEM SUMMARY

Meeting Date: 2/25/2025
Agenda Number: 12A – 12.1

Informational Item

Title: Ordinance Repealing Selah Municipal Code Chapter 4.30

From: Rob Case, City Attorney

Action Requested: None today. This is a first presentation under New Business. Final action will be sought at a later date.

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: None by this action

Funding Source: N/A

Background/Findings/Facts: This is a first presentation under New Business. Final action will be sought at a later date.

This is part of the ongoing process of modernizing and revising the Selah Municipal Code (SMC).

SMC Chapter 4.30 is labeled “Admission Tax”. It was enacted in 2003 via Ordinance No. 1598. However, it has always been quite narrow in scope and it will never generate significant tax revenues. There is no compelling reason to retain it. City staff believes it should be negated rather than enlarged in scope and/or increased in amount.

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. _____

ORDINANCE REPEALING SELAH MUNICIPAL CODE CHAPTER 4.30

WHEREAS, City staff has recommended that Chapter 4.30, labeled “Admission Tax”, of the Selah Municipal Code (SMC) should be fully repealed; 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 4.30. That SMC Chapter 4.30, which presently reads as follows:

Chapter 4.30 ADMISSIONS TAX

Sections:

- 4.30.010 Definitions.
- 4.30.020 Tax levied on admissions.
- 4.30.025 Determination of amount and penalties.
- 4.30.030 Collection – Remission to clerk-treasurer.
- 4.30.040 Application and reporting.
- 4.30.050 Violations.
- 4.30.060 Exemption.

- 4.30.010 Definitions.

For the purposes of this chapter, words and phrases shall have the following meanings:

(1) "Admission charge" includes:

- (a) A charge made for season tickets or subscriptions;
- (b) A cover charge, or a charge made for use of seats and tables reserved or otherwise, and other similar accommodations;
- (c) A charge made for food and refreshment in any place where free entertainment, recreation or amusement is provided;
- (d) A charge made for rental or use of equipment or facilities for purposes of recreation or amusement; if the rental of the equipment or facilities is necessary to the enjoyment of a privilege for which a general admission is charged, the combined charges shall be considered as the admission charge;

(e) Automobile parking charges if the amount of the charge is determined according to the number of passengers in the automobile.

(2) "Place" includes but is not limited to dance halls, public pools, auditoriums, fairs, circuses, athletic facilities, movie theaters, and meeting halls. "Place" shall not include any activity of any elementary or secondary school or any public facility of a public facility district under Chapter 35.57 or 36.100 RCW for which a tax is imposed under RCW 35.57.100 or 36.100.210, except for purposes of this definition, admission tax will also be imposed, pursuant to RCW 35.21.280, on public facilities located within the city so long as the city uses the tax revenue for the construction, operation, maintenance, repair, replacement or enhancement of that particular public facility or to develop, support, operate, or enhance programs offered in that particular public facility.

4.30.020 Tax levied on admissions.

There is hereby levied and shall be collected a tax of five percent (one cent on twenty cents or fraction thereof), of the amount paid for admission, by all persons who pay an admission charge to enter any place. (Ord. 1598, § 1, 2003.)

4.30.025 Determination of amount and penalties.

(a) The tax here imposed shall be in the amount of five percent on each admission or entertainment charge.

(b) Cabarets and Similar Places. The admission charge to any cabaret, private club conducting cabaret activities, or any similar place of entertainment is deemed to be the total amount charged as an admission charge, a cover charge, and/or a charge made for the use of seats and tables reserved or otherwise, and other similar accommodations. A minimum drink or participation cost in lieu of a cover charge is deemed a taxable event.

(c) Signs Posted. Whenever a charge is made for admission to any place, a sign shall be posted in a conspicuous place on the entrance or ticket office stating that a five percent city admission tax is included in the admission charge.

4.30.030 Collection – Remission to clerk-treasurer.

(a) The tax imposed hereunder shall be collected from the person paying the admission charge at the time the admission charge is paid and such taxes shall be remitted by the person collecting the tax to the clerk-treasurer in monthly remittances on or before the last day of the month succeeding the end of the monthly period in which the tax is collected or received and accompanied by such reports as the clerk-treasurer shall require.

(b) Any person receiving any payment for admissions shall make out a return upon such forms and setting forth such information as the clerk-treasurer may require, showing the amount of the tax upon admissions for which he is liable for the preceding monthly period, and shall sign and transmit the same to the clerk-treasurer with a remittance for the amount; provided, that the clerk-treasurer may at his discretion require verified annual returns from any person receiving admission payments setting forth such additional information as he may deem necessary to determine correctly the amount of tax collected and payable.

(c) If the return provided for herein is not made and transmitted and the tax is not collected and remitted to the city by the last day of the month succeeding the end of the month in which the tax was collected, the clerk-treasurer shall add a penalty of ten percent of the tax per month or fraction thereof for each month overdue, which shall be added to the amount of the tax due, and remitted in the same manner.

(d) Whenever any theater, circus, show, exhibition, entertainment or amusement makes an admission charge which is subject to the tax herein levied, and the same is of a temporary or transitory nature or there exists a reasonable question of financial responsibility, of which the clerk-treasurer shall be the judge, the clerk-treasurer may require the report and remittance of the admission tax immediately upon the collection of the same, at the conclusion of the performance or exhibition, or at the conclusion of the series of performances or exhibitions.

(e) Every person liable for the collection and payment of the tax imposed by this ordinance shall keep and preserve for a period of five years all unused tickets, ticket manifests, books and all other records from which can be determined the amount of admission tax which he was liable to remit under the provisions of this ordinance, and all such tickets, books and records shall be open for examination and audit at all reasonable times by the clerk-treasurer or his duly authorized agent.

4.30.040 Application and reporting.

(a) Any person conducting or operating any place for entrance to which an admission charge is made shall procure from the city an annual certificate of registration, the fee for which shall be one dollar, and shall be posted in a conspicuous place where tickets of admission are sold or the activity occurs. Annual renewals will be provided without a fee.

(b) The applicant for a certificate of registration shall furnish the clerk-treasurer with the application, with the name and address of the owner, lessee or the custodian of the premises upon which the amusement is to be conducted, and such owner, lessee or custodian shall be notified of the issuance of such certificate and of his joint liability for collection and remittance of such tax.

(c) The clerk-treasurer shall have the power to adopt rules and regulations not inconsistent with the terms of this ordinance for carrying out and enforcing the

payment, collection and remittance of the tax herein levied, and a copy of the rules and regulations shall be on file and available for public examination in the clerk-treasurer's office.

4.30.050 Violations.

(a) Violation a Misdemeanor. Each violation of or failure to comply with the provisions of this chapter constitutes a separate offense and is a misdemeanor.

(b) Collection of Tax by Civil Action. Any fee or tax due and unpaid and delinquent under this ordinance and all penalties thereon, may be collected by civil action, which remedies shall be in addition to any and all other existing remedies.

(c) Violators Designated. Any person who directly or indirectly performs or omits to perform any act in violation of this ordinance, or aids or abets the same, whether present or absent, and every person who directly or indirectly counsels, encourages, hires, commands, induces or otherwise procures another to commit such violation is and shall be a principal under the terms of this ordinance and may be proceeded against as such.

4.30.060 Exemption.

(a) Notwithstanding any provisions of this chapter to the contrary, any admission charge associated with the civic center shall not be subject to the provisions of this chapter and shall not be taxed pursuant to the provisions of this chapter.

; shall be and hereby is fully repealed.

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 _____ day of _____, 2025.

(This is a first presentation under New Business)
Roger Bell, Mayor

ATTEST:

Courtney McGarity, City Clerk

APPROVED AS TO FORM:

Rob Case, City Attorney