



SELAH CITY COUNCIL

5:30pm March 26, 2019



Selah City Council
Regular Meeting
Tuesday, March 26, 2019
5:30pm
City Council Chambers

Mayor:
Mayor Pro Tem:
Council Members:

Sherry Raymond
John Tierney
Roger Bell
Russell Carlson
Diane Underwood
Jacquie Matson
Kevin Wickenhagen
Jeremy Burke

CITY OF SELAH
115 West Naches Avenue
Selah, Washington 98942

City Administrator: Donald Wayman
City Attorney: Robert Noe
Clerk/Treasurer: Dale Novobielski

AGENDA

- A. Call to Order –Mayor Raymond
- B. Roll Call
- C. Councilmember Absence – Motion to Excuse
- D. Pledge of Allegiance
- E. Invocation
- F. Agenda Changes **None**
- G. Public Appearances/Introductions/Presentations **None**
- H. Getting To Know Our Businesses **None**
- I. Communications
 - 1. Oral

This is a public meeting. If you wish to address the Council concerning any matter that is not on the agenda, you may do so now. Please come forward to the podium, stating your name for the record. Each person wishing to speak shall have two minutes to address the Mayor and Council.

Persons wishing to speak are required to comply with the City's Rules of Decorum and shall maintain appropriate civility. Comments that are impertinent, degrading, slanderous, or impugn the integrity of any member of the Council, employee of the city, or any member of the public shall not be permitted.

- 2. Written **None**
- J. Proclamations/Announcements **None**
- K. Consent Agenda

All items listed with an asterisk (*) are considered routine by the City Council and will be enacted by one motion, without discussion. Should any Council Member request that any item of the Consent Agenda be considered separately, that item will be removed from the Consent Agenda and become a part of the regular Agenda.

- Monica Lake * 1. Approval of Minutes: March 12, 2019 Council Meeting
- Dale N. * 2. Approval of Claims & Payroll

L. Public Hearings **None**

M. General Business

1. New Business **None**

2. Old Business **None**

N. Resolutions

Gary Hanna 1. Resolution authorizing the Mayor to sign an Interlocal Agreement with the Washington State Department of Social and Health Services for Fire and EMS services for the Yakima Valley School

Joe Henne 2. Resolution Authorizing the Mayor to sign Task Order 2019-05 between the City of Selah and HLA Engineering and Land Surveying, Inc. to update the Water System Plan for the City of Selah

O. Ordinances

Dale N. 1. Ordinance Amending the 2019 Budget for Volunteer Park Improvements

Dale N. 2. Ordinance Amending the 2019 Budget for Insurance Costs

Dale N. 3. Ordinance Amending the 2019 Budget to Close Fund 190 SPRSA Pool

Andrew Potter 4. Ordinance Amending Ordinance 2061 Regarding the 2019 Salary Schedule for Management, Confidential, and Unrepresented Employees

P. Public Appearances **None**

Q. Reports/Announcements

1. Departments

2. Council Members

3. City Administrator

4. Boards **None**

5. Mayor

R. Executive Session **None**

S. Adjournment

Next Regular Meeting: April 9, 2019

Each item on the Council Agenda is covered by an Agenda Item Sheet (AIS)

A yellow AIS indicates an action item.

A blue AIS indicates an information/non-action item.



CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



Council Meeting Action Item
3/26/2019 K – 1

Title: Approval of Minutes: March 12, 2019 Council Meeting

From: Monica Lake, Executive Assistant

Action Requested: Approval

Staff Recommendation:

Approval of Minutes

Board/Commission Recommendation: Not Applicable

Fiscal Impact: N/A

Funding Source: N/A

Background / Findings & Facts: See Minutes for details

Recommended Motion: Motion to approve the Consent Agenda as read.
(This item is part of the Consent Agenda)

City of Selah
Council Minutes
March 12, 2019

Regular Meeting
Selah Council Chambers
115 West Naches Avenue
Selah, WA 98942

- A. Call to Order Mayor Raymond called the meeting to order at 4:00pm.
- B. Roll Call
- Members Present: Kevin Wickenhagen; Jacquie Matson; Jeremy Burke; John Tierney; Roger Bell; Diane Underwood; Russell Carlson
- Members Absent:
- Staff Present: Donald Wayman, City Administrator; Dale Novobielski, Clerk/Treasurer; Rick Hayes, Police Chief; Gary Hanna, Fire Chief; Joe Henne, Public Works director; Jeff Peters, Community Development Supervisor; Monica Lake, Executive Assistant

C. Councilmember Absence – Motion to Excuse **None**

D. Pledge of Allegiance

Council Member Tierney led the Pledge of Allegiance.

E. Invocation

Pastor Mark Flippin gave the prayer.

Council Member Carlson moved, and Council Member Tierney seconded, to move Resolution N – 4 to the beginning of the meeting, due to previous commitments by those in attendance. By voice vote, approval was unanimous.

N. Resolutions

4. Resolution Declaring March 1 Ernest E. Buckley Day in Remembrance Of and Honoring the City of Selah's First Town Marshal who Lost His Life in the Line of Duty

Police Chief Hayes addressed N – 4. He said that the Resolution would declare March 1 as Ernest E. Buckley day, adding that Mr. Buckley's great-nephew and his wife, Mr. and Mrs. Robert Couchman, were in the audience.

Council Member Tierney inquired if this was to be forever rather than one time.

Police Chief Hayes replied that was what he hoped for.

Council Member Tierney moved, and Council Member Matson seconded, to approve the Resolution Declaring March 1 Ernest E. Buckley Day in Remembrance Of and Honoring the City of Selah's First Town Marshal who Lost His Life in the Line of Duty. Roll was called: Council Member Wickenhagen – yes; Council Member Matson – yes; Council Member Burke – yes; Council Member Tierney – yes; Council Member Bell – yes; Council Member Underwood – yes; Council Member Carlson – yes. By voice vote approval was unanimous.

Police Chief Hayes read the resolution aloud then presented a signed copy of the document to the family.

F. Agenda Changes **None**

G. Public Appearances/Introductions/ Presentations

1. Bronwyn Mayo, Wenas Mammoth Foundation

Bronwyn Mayo, Wenas Mammoth Foundation approached the podium and addressed the Council. She spoke about the discovery of a mammoth bone on their property in 2005, and the collaboration with Central Washington University to excavate the find, giving a PowerPoint presentation about the Wenas Mammoth Foundation, then played a short video highlighting the education and excavation of the dig site. She said that October is Archaeology month, and that they hope in the future to have an event in conjunction with the holidays around archaeology month as well as more community involvement in the site itself. She outlined their future plans for the site, which include a building with a museum, a classroom, a lab, and a repository on roughly seventeen acres of land.

Council Member Tierney asked if they had problems with vandalism.

Ms. Mayo replied that they have not, as they have two secured cargo boxes for storage, and fencing around the area where the bones were found. She remarked that when they do put the building in they are looking at putting it directly over the dig site to open part of it like they do in South Dakota. She went on to say that Central Washington University has declined to do any future digs, and has finally provided them with a letter stating that which allows the foundation to pursue getting another archaeologist involved in the project.

H. Getting To Know Our Businesses **None**

I. Communications

1. Oral

Mayor Raymond opened the meeting.

This section is verbatim

Carl Torkelson: Madame Mayor, Members of the Council, my name is Carl Torkelson and I reside at 101 Heritage Hills Drive for the record. I'm here this afternoon to basically address some disturbing

news I found out earlier today. I found out that the Downtown Association is going to give a facade grant to our new pool. I have to say it bothers me that we're gonna give a facade grant. It was intention, from my knowledge was meant to be to develop the older blighted buildings in Selah, and help achieve a better look for the downtown. And I think we have a six point two million dollar pool, I'm pretty sure the facade of that pool's going to be pretty nice. I, I'm questioning why, why the funds are going that way. Why am I talking to you? You're the purse strings of Selah. You develop where the money goes, a lot of money for the downtown is actually, the way I understand it, donated by the City of Selah. A good portion, I should say. I don't have exact numbers. But, since I found this out, I wanted to address it with you and ask questions of number one, why? Number two, how hard did we work for the landowners of the buildings, commercial buildings, things of this nature in the downtown, to see if they'd be on board with wanting to do this program. How come we're missing the situation? A little background information, the pool was the only applicant. We couldn't find other ones, amongst all that we have here and all the buildings that are so, well, not totally rundown but could use improvement, maybe say that diplomatically? Those are my questions. I know I only have a couple minutes but I want to throw that out on the board. And I was on the Council in '12, when we, it was John Gawlik, the City Administrator and myself went to the COG meeting for the first downtown presentation, and we brought it forward to Selah so we could start the Downtown Association. Back, back then in that meeting, it definitely was about the facades of the older buildings in Selah, not brand new development properties. So I, I, I can't help but stand here and say why are we doing this? It doesn't make sense. And did we not work hard enough to find somebody to fit this, this need? I mean, I own commercial buildings, I was never approached. How many owners did we approach? Did we just approach the business owners? Or did we actually try to get the owners of the buildings, that actually own the buildings and make the decisions of the facades? Thank you.

Mayor Raymond: Thank you.

Mr. Torkelson: My time's up. Appreciate it.

Council Member Tierney: Madame Mayor, I would like to make a comment and I was also on the Council when we adopted this, this program, and this program was specifically adopted with the interest of the City Council in improving the downtown core of the City. Basically First Avenue, Naches intersection area, on down Naches and then down Jim Clements Way. It was not the intention of this Council to support new development off the main corridor of this community, never was the intent to do that. It was intended to provide matching funds through B&O tax revenues to businesses in the community that would like to clean up the front of their buildings. A good example is, I believe it's called Black Rock down here on Naches. Beautiful job of improving the frontage of that building, from an old just plain piece of glass as you walk down the street to some nice basalt columns, a very attractive building. And that, that improvement does a, does several things. It, it encourages your neighboring business to also do improvements on their facade, if they can certainly afford too, or little, little steps at a time. It improves the appearance of the community and it also gives some incentive to new businesses possibly coming into our community. It does no good for us to distribute those monies three blocks over to Third Street to put a pool that is already bonded and funded for construction. Makes no sense, no sense at all, and I'm concerned enough that, that I would be willing to encourage that we withhold any other monies to the Downtown Association until such time as they withdraw that offer to work on the pool and to put that money to use out on the main corridor, where our intent was to put it. What I see having done, having happened here is that a, a small group of individuals, who in some cases have a

conflict of interest, members of the downtown community association and members of SPRSA, they shouldn't make decisions on the distribution of monies from that fund in that manner, and they should make sure that their by-laws reflect exactly what this Council intended to do, and that is improve the downtown core. Third Street is not a part of this downtown core.

Council Member Carlson: I, I have a response to that. First of all, I don't know who on the SPRSA Board is also on the SDA Board. Is, is there somebody specifically you're thinking of?

Council Member Tierney: Yes.

Council Member Carlson: Who?

Council Member Tierney: The name has escaped, Barb Petrea.

Council Member Carlson: Barb Petrea is not on the SPRSA Board.

Council Member Tierney: Okay. Then I'm in error in that case.

Mayor Raymond: She's on Community Days.

Council Member Tierney: Yeah, Community Days, yeah.

Council Member Carlson: Barb Petrea is not on the, on the SPRSA Board. The Selah Downtown Association, there've been reports constantly about how much work they're doing, how much information education they've spread throughout the community. We've talked ad nauseum about the efforts of Whitney Stohr and about all the volunteers that volunteer on the Selah Downtown Association. To, to imply that there was no additional effort to, to bring in businesses is a hundred percent false, a hundred percent. I personally have approached businesses. The Council is fully aware of this program we've been doing. The City staff is fully aware of this program we're doing. The sub area plan, part of the sub area plan has included instructions about this program. Our City planner, who sees permits and see the businesses coming in, sees businesses wanting to take over buildings, he is fully aware of this program. The efforts to reach out to the community have been massive and, and, not just this year. Last year, the year before. And frequently you get businesses that, that you have to encourage them along to do it. One of the biggest challenges we've seen is for their ability to match those grants, those funds, cause it is a matching grant, a matching fund grant. So, the, to, I can, I can respect the question about, about the outreach but I guarantee it's there. And if Mr. Torkelson has buildings he'd like to do, I'm sure he's very well aware of this program.

Mr. Torkelson: I'm not. I've never been notified the details. I'm a property owner. Excuse me for interrupting, but how many property owners have you actually notified, sat down with, told them the details? They own the buildings, they are the ones that make the decision on what happens to the buildings, not always the business owner that rents it. I think there's a flaw in the system, cause I could actually stand here and with all honesty say no one's ever approached me. Ever. Obviously I knew about the program but I don't know what the details whatsoever.

Council Member Tierney: And Russ, in response to what you're saying about everybody here knows all about it, I don't know of one time when Downtown Association came in here and said we are going to expand to Third Street.

City Administrator Wayman: The staff is, staff is completely unaware, I was not aware of the expansion of their area, into their area of responsibility, their area of concern over to the Third Street side until today when we just asked a few questions. I didn't, I didn't know about it. I can't speak for Jeff Peters but I not appraised of it.

Council Member Tierney: Well, I'd certainly never heard of it.

Whitney Stohr, Executive Director of the Selah Downtown Association: I'm sorry that this is the first time that we're actually getting a chance to talk. It's unfortunate because we have really have done a ton of work and some really great projects. So, a few things. We go out of our way to reach out for all of our programs and projects, whether people hear of it through social media, or through our monthly newsletter, or the business newsletter. I mean, I am constantly outreach, providing outreach to businesses, I am in businesses, and I think the fact that somebody hears of a program yet doesn't take the initiative also to reach out and say hey I would love details, I think that's a two-way street. You can lead a horse to water, right? But to go so far as to question the capability and talents of the many people on the board I think is unprofessional and a little bit naïve. We have made our board of directors meetings, all of our committee meetings, they are well open to the public. We invite people, we have a City Council liaison who makes the City aware. We have invited a staff member to be a liaison to our board of directors, we had a staff liaison for a long time, he did a fabulous job, and then he no longer can attend. So, I think that that is a little bit unfair. So, as far as expanding our district boundaries, we are a 501c3 nonprofit organization, we are not an entity of the City, and it does go back to a political issue too. We have several B&O donors, we have several business donors, all of which give us funding every year. We are incredibly grateful to all of those donors, including the City, of course, but we cannot make decisions as a separate entity based solely on what the City would like to see. All of our donors give us money because they believe in our independent ability to make decisions. That goes for the City, that goes for every single business owner. We can't then go to every single donor and say. I'd request some additional time.

Council Member Carlson: I'd like to give her some time.

Council Member Tierney: That's fine.

Ms. Stohr: We can't go to every business donor and say, you gave us money, how do you feel about this project? You gave us money, how do you feel about the project? Not only would that be time inefficient and just outside of our capacity as a volunteer board, but from a political standpoint, I mean that's a slippery slope. We cannot depend on every single donor, there has to be some level of trust. As far as this program specifically, we have been incredibly successful over the last two years. We've supported four great projects. We have done the exact same amount of outreach as the last two years. We've actually expanded into having a monthly and quarterly business newsletter too, so we actually are increasing some of our outreach. We are doing social media campaigns to increase our followers, so that we are spreading the word that way too. If there is times, years, where there is just not the businesses that are, that are able, capable financially, to step up and match funds, we accept applications from those that,

that submit them. Our grant program specifically states that we accept grants from building and businesses owners. That would include a nonprofit organization. It would include a, an entity like the City of Selah. We would love to partner with the City on a grant program and, and improve the courtyard out here because it needs it. We would love to, you know, work with the library if they came forward, or, you know, the Lions Club if they happened to own some property. We are specific to the building and business owners, so SPRSA is a building, they're gonna be a building owner. They met our eligibility requirements. As far as our district boundaries, it goes back to us being an independent organization. We are a State certified Washington State Main Street Program. We are nationally certified under the National Main Street Center. Under those programs, we don't have to go to the City and say hey, we're thinking of expanding our boundaries. There are independent guidelines that we go through our State certification programs, that say after conducting a historic preservation survey, looking at the existing buildings that are around what you would consider the business district, we can submit an approval to, or a, a recommendation to expand our boundaries to incorporate whatever that core may be, depending on what the historic site survey leads us to believe. We conducted a historic survey of the entire downtown corridor about a year and a half ago, and based on that information we looked at it and we said our downtown boundaries as they were are very small compared to what it should be, based on the historic survey. So we decided as a board to expand the boundaries to include more of the historic buildings. Which, which you know, after reaching out, talking to our state director and, and the national program, was entirely appropriate, and we received their blessing. Are there any questions?

City Administrator Wayman: Yes, I have a question.

Ms. Stohr: Yes.

City Administrator Wayman: On the expansion of the area where your responsibility is concerned, I've looked at your map today and I saw that, this, it follows Third Street, I believe.

Ms. Stohr: Yes.

City Administrator Wayman: From Fremont and was it Yakima, oh I'm sorry, Selah

Ms. Stohr: Yes.

City Administrator Wayman: Right?

Ms. Stohr: Yes.

City Administrator Wayman: And the, it really, it's really not concerned with anything west of Third except Wixson Park. Wixson Park was, there was a dog leg and it includes Wixson.

Ms. Stohr: It was.

City Administrator Wayman: Okay. I'm concerned, I just, what structure in Wixson Park is historic for your purposes or requires any, any part of your concern. Or your areas of concern.

Ms. Stohr: Well, from historic part, not every single building in the historic district has to be historic in order to qualify. As a Main Street program, not only do we look at historic structures, we look at community assets. And so we considered Wixson Park to be a huge community asset, given the amount of activity and events that are planned there.

City Administrator Wayman: Right.

Council Member Tierney: Why didn't you then include Lince School? And, and the reason I say that, Whitney, is, is I'm sure you're familiar with term gerrymandering?

Ms. Stohr: In a politically stance, standpoint.

Council Member Tierney: And that's exactly what this looks like, is gerrymandering.

Ms. Stohr: We are not a political organization. We are not a, a voting district.

Council Member Tierney: I know you're not, I know you're not.

Ms. Stohr: I mean, that's kind of a stretch.

Council Member Tierney: The way the boundary line is drawn, it looks like you were gerrymandering it just to get Wixson Park and the pool within the boundary. Now, the other thing...

Ms. Stohr: That's a big assumption. I mean that's, that's, that's a big assumption.

Council Member Tierney: Well, yeah and if it walks like a duck , talks like a duck.

Ms. Stohr: And, and Wixson Park has more activities, more events. It is an actual community space. When was the last time we held an event at Lince? I mean, when was the last time there was a big community festival that happened around that school?

Council Member Tierney: Every year. Community Days.

Ms. Stohr: The, the park there.

Council Member Tierney: Every year.

Ms. Stohr: The park there. We're not including the building. I mean, we're not going up and slicing the building apart.

Council Member Tierney: Well, and then the other issue that I have is that, okay, you're, you're a private board.

Ms. Stohr: Sure.

Council Member Tierney: We have no control over you, but you knew what the intent of this Council was on the setting up of this program with the B&O taxes. And that was to improve the downtown core. You could have at least had the courtesy, though you don't have a requirement, to have had the courtesy to come to this Council and say this is what we are interested in doing. You did not do that. And that, I think, is way out in left field.

Ms. Stohr: The, the program

Council Member Carlson: John, I, I'm the Council designated representative on the SDA.

Council Member Tierney: Okay.

Council Member Carlson: And, and if I missed that I apologize. I, I truly am flabbergasted by these questions. We, we support the SDA, we have for years.

Council Member Tierney: That's right.

Council Member Carlson: We praise Whitney for her efforts, we praise the board for their efforts, and the year, and, and the year that one individual entity comes and requests money all of a sudden we have a problem. Also, members of this committee, there was a design committee that reviewed the application, know it was the only one, reviewed the applications and responded with questions for clarification prior to the meeting, had a very in-depth discussion which has been videotaped, and made a recommendation. That committee made a recommendation, includes people in the community, people who, includes myself, includes Shane Backlund, it includes Tiffany Hein, it includes Kim, Kim Acacio.

Ms. Stohr: Kim Acacio.

Council Member Carlson: It includes

Ms. Stohr: Tyann Whitworth.

Council Member Carlson: Who?

Ms. Stohr: Tyann.

Council Member Carlson: Oh yeah, Tyann Whitworth. Everyone named had a discussion. Our Mayor was there yesterday, happy to join us for that meeting. There was a recommendation made to the SDA, the SDA had a discussion on it. They opted to remove one of the features that we didn't feel was appropriate for this grant. We did talk about the grant, the fact that there weren't other submissions. I mean, it's a very in-depth and extensive piece of work. To, to imply that this is, that there was a goal to help build the pool is false.

Mayor Raymond: And I don't think that was ever implied.

Council Member Carlson: That's not what I heard.

Ms. Stohr: It's false.

Mayor Raymond: I think, I think it was not implied. The, the, the thought that Tiffany had is the same, the same thought that I had.

Council Member Carlson: Sure.

Mayor Raymond: Why are we giving money to a new building? And, and why.

Council Member Carlson: That's a valid question.

Mayor Raymond: And, and, and that was the question.

Council Member Carlson: Yes.

Mayor Raymond: And that's why Tiffany voted no.

Council Member Carlson: Yeah, absolutely.

Mayor Raymond, Because she, she did not.

Council Member Carlson: Absolutely.

Mayor Raymond: So it's not just, you know, a few people.

Council Member Carlson: Right. No. And we had that discussion. We talked about the, the value of having that discussion. And in the end you get, nobody's gonna agree on everything. In the end the committee made a recommendation to the board, and the board voted on that recommendation, just like we do here. Not all gonna agree on everything, but the recommendation was made, and the, the objections were noted.

Council Member Tierney: But, nobody likes to get blindsided.

Council Member Carlson: Sure. I apologize for that.

Council Member Tierney: And we've been lied to.

Ms. Stohr: Kind of like what is happening here to the SDA, that's.

Council Member Carlson: Absolutely. This is, talk about left field. It makes no sense to me. It was a very well thought out, very well constructed discussion and, and recommendation of the board, by the board. And, and to, to all of a sudden just because, because it's caught you by surprise or you don't like one item, you want to recommend holding the money back that we've contributed year after year, and praise them for their efforts. And, and they've taken money set aside for this program. I mean, I really don't understand where the questions of, of oh well, we didn't know about it. There've been everybody on the City Council and staff knows about it.

Mayor Raymond: Okay. Don?

City Administrator Wayman: Madame Mayor. I appreciate the efforts of the board and the work they do, but that doesn't mean the board can't make a, a big mistake. And, and, and, my, my understanding of this is that they've chosen to, to, to donate money that, a portion of which was raised by the City of Selah, to give to another municipality, quasi-municipality but a municipality that has a construction budget, a six point two million dollar construction budget, to add to that budget. Now.

Council Member Carlson: Why does that make a difference?

City Administrator Wayman: Let me explain. Let me finish my thought. This eight thousand dollars is money that's been ponied up by the residents of Selah, not the area, the residents of this City.

Council Member Carlson: False.

City Administrator Wayman: Yes?

Council Member Carlson: No.

City Administrator Wayman: No, a good portion of it. Not all of it. Okay? So this, residents of Selah are being asked, are being taxed again.

Council Member Carlson: No. That's false.

City Administrator Wayman: Yes, they are.

Council Member Carlson: No.

City Administrator Wayman: To pay for accoutrement and improvements at the pool. Okay, so that's what Mr. Tierney's worked up about. And frankly, as a resident of Selah it works me up too. We're being taxed, we're gonna be taxed for the next twenty years.

Council Member Carlson: The, no, yes.

City Administrator Wayman: For the bond to pay for this pool. Now, and, and the same thing goes for maintenance and operations. You know, I know the Council's given me guidance that we should always be mindful of, of the contributions that the residents of Selah are putting forward toward SPRSA. IN this case, the, the board, the SDA has chosen to hand over money the City of Selah has donated to the SDA to a project for another municipality that has a revenue source.

Council Member Carlson: That, that's not true.

Ms. Stohr: That assumes that the City is our only donor. We have several donors.

City Administrator Wayman: I understand that.

Ms. Stohr: We pool our money.

City Administrator Wayman: But a portion of your money, a portion, sixty thousand dollars.

Ms. Stohr: Yes.

City Administrator Wayman: And from what I see on your budget last year, that your actual expenditures last year was fifty-two thousand dollars. Or fifty-three.

Ms. Stohr: So the fact that the City donates sixty thousand.

City Administrator Wayman: So a good portion of your budget is the City.

Ms. Stohr: Does that give, should the City approve every single one of the decisions we make? Should that be, should there be a political, a political decision made by City Council for every decision.

City Administrator Wayman: You made it political by donating to the SDA.

Ms. Stohr: Right.

City Administrator Wayman: You gave a sum of money.

Ms. Stohr: Yes.

City Administrator Wayman: Your organization, to an existing project which, as you know, unless you've, unless you've been living with your head in the sand for the last two years, is a bit of a lightning rod. Okay.

Ms. Stohr: That, that does not change the fact that they were an applicant.

City Administrator Wayman: Right.

Ms. Stohr: That fit our eligibility requirements as the City of Selah. Absolutely.

City Administrator Wayman: So, but it doesn't make you immune to criticism for a poor decision.

Ms. Stohr: In your opinion a poor decision. Don't state that as a fact, that is an opinion.

Council Member Carlson: I think, I think the SDA, like I said, the Council has an SDA representative, and if you don't like the job I'm doing you're welcome to switch me out. I love the job I'm doing and I love the SDA. They do a phenomenal job. You, the people on the SDA are fantastic people who work their butt off, and they do projects like the Selah Lighting building, like the Black Rock Center, like R&Q. And those, those were all efforts by the board to go out and get them. In fact, one board member, our vice president, who is Tiffany Hein, is receiving an award in Washington State for her efforts with

this program. Because she personally went out and solicited businesses to, to apply and then guided them through the process and helped them design their buildings.

Council Member Tierney: But it, it's not that I don't like the SDA. I do like the SDA. I think the SDA has done some great things for the community.

Council Member Carlson: You don't like their contribute to the pool.

Council Member Tierney: No, I don't like the fact that A, we were blindsided on this.

Council Member Carlson: And that's on me.

Council Member Tierney: No, that's on Whitney.

Ms. Stohr: Tell me, tell me, tell me how you were blindsided.

Council Member Carlson: Now listen.

Council Member Tierney: We had no knowledge that you had expanded the boundaries of the grant application process.

Ms. Stohr: You did. I put that in our monthly newsletter. I made sure that every single person on this Council is emailed minus you two, which you will be on our email list. We're on that. So you do get a monthly email, we put it on social media. We, I mean, we spread the word, and so again it gets back to we can only out, reach out to people so much, at some point there has to be that give and take. And so I know for a fact that that information did get out.

Council Member Tierney: But Whitney, you come here and make reports all the time.

Ms. Stohr: Absolutely.

Council Member Tierney: You never brought it up. You never brought it up. And who's to say, do you know that I have a computer? Do you know if I read my email? No, you don't. And I can tell you straight forward I haven't opened up a City of Selah email for months.

Ms. Stohr: And that is my, that's my fault?

Council Member Carlson: And that's, I would say.

Council Member Tierney: And that's, and that's because, no, no.

Ms. Stohr: I mean, I can visit you every week and we can go through your email together if you want.

Council Member Tierney: And, and the only reason, the only reason I do is because Monica calls me and says hey, you need to check your email. But what I'm saying is you had every opportunity to bring this to us and, and you haven't. Russ has had every opportunity to bring it to us and he hasn't. But, like

Harry Truman said, the buck stops here. And that's, that's, that's your responsibility as the director to, to, yeah.

Ms. Stohr: It is my responsibility to do outreach, to inform the community as a whole of what is going on with the program. It is, it is impossible for, for a volunteer board and a, a shoestring staff to visit every single person individually. It would be like let me tell you what's going on with SDA this month. We, that is, that's not possible. I mean, that's just silly talk. But.

City Administrator Wayman: Is, is it possible you could have taken a pass on distributing this money until you did find a business, instead of handing it to another municipality?

Ms. Stohr: They met our eligibility requirements.

City Administrator Wayman: That's a very technical answer. But is it, is it responsible to your actual mission, is it actually responsive to, to your bylaws? Does it actually do?

Ms. Stohr: Yes. Our, our mission is to promote and develop downtown Selah, as a social, economic, and community district, as the, as the core of the City. Wixson Park, for several reasons, is not only in our boundaries as part of our downtown district, what could really be argued to be a really essential part of, of the community's core. I mean, that's a historical park. So much has happened there.

City Administrator Wayman: So what, what sense does it make for the City to distribute funds to the SDA, for you to turn around and give it to us for improvement at the park? That doesn't make any sense.

Council Member Carlson: Same, same reason that they would do, if they would

Mayor Raymond: Russ, Russ.

Ms. Stohr: That's not what that is, and that's not what that would be. And we have money set aside for First Street improvements, which would be a, I mean, it would be gifting the, the City money. We, we have, we are gifting the City for Civic Center improvements. We purchased tables. In fact, today I sent an email to, to Bree saying that, that the SDA has voted to approve an eight hundred dollar grant so that the Civic Center can purchase new padded seats because there was an accident with one of the seniors, and there's a need for new seats. So we are gifting money to the City in that way. We've done it before. We'll continue to do it.

Mayor Raymond: Okay.

Council Member Burke: Madame Mayor, I.

Mayor Raymond: Would you like to speak?

Council Member Burke: I would. Nice to meet you, by the way. So, I'm new to this. But what I, I just have a simple request. And I understand you're a separate board that makes independent decisions of us, and I understand that we can direct funds and withhold those, but far as the decisions, from my standpoint what I'm hearing this essentially came from two, two reasons this came forward. One, we

have a property owner who didn't feel that they fully understood it, and maybe as a result of that you had a lack of applications to one. So my request is just simple. In the future, do you think your organization can make an effort to target property owners? I know you can request those through the County Assessor. Might only be a one year thing where you send out a letter asking them to be included on your email distributions in the future. That way, that might be a mitigating way. I know the pool is a separate issue from this, that makes this a little more keg of powder, but as far as what actually I think brought this issue to light was partly a business owner, who owns the building and may not operate the business.

Ms. Stohr: Sure.

Council Member Burke: Not feeling they're getting the same level of attention or information as the business owners. So in the future is that something that your organization can try to do next year before these funds are released?

Ms. Stohr: We will always try to reach as many business, I, I mean, we do. We try to reach out to many, as many business owners as we can. I'm with them constantly, inviting people to join our mailing list, and we'll continue to do that.

Council Member Burke: I mean like the, the actual property owners.

Ms. Stohr: Yeah.

Council Member Burke: So if it's an LLC that owns it separate than, I mean, half the businesses here may be owned by separate than the actual business.

Ms. Stohr: Right. I mean, we're, yes, I mean, we're always looking for ways to get more people notified of things.

Council Member Bell: I've got a question. Who on the SPRSA board brought this request to the SDA?

Ms. Stohr: Amie Ozanich submitted the application.

Council Member Bell: I will say that I am vice chair of the SPRSA board. I sit on that board. I've attended every single one of their meetings for the last two years. Every one of them. And this topic has never come up before that board. I would contend that you don't have a request from the SPRSA board. Period.

Ms. Stohr: From an application?

Council Member Bell: You do not have a request from the SPRSA board, because it has not come through the board. Period.

Council Member Carlson: Then, then the board needs to figure that out. All we're.

Council Member Bell: No, it doesn't need to figure it out.

Council Member Carlson: All we look at is.

Council Member Bell: Russ, this was not brought to the SPRSA board to request that.

Council Member Carlson: I get that.

Council Member Bell: It was brought by someone else

Council Member Carlson: I get that. But as the SDA, we don't know that. We received an application, so we reviewed the application. The assumption has to be that the person has permission.

Council Member Bell: Well, I will tell you right now.

Council Member Carlson: And they satisfied this. That's fine.

Council Member Bell: As vice chairman of the SPRSA board, I disagree with this request entirely because of the way it's come about. That is not the way any board is set up to operate. Now, and I would say you have an invalid request. You do not have one.

Council Member Carlson: That's, that's fine. The signature on the, on the application says I have permission to submit this request. So then that means to me that the board, the SPRSA board, needs to discuss it.

Ms. Stohr: The internal workings of any other organization are beyond our capacity to, again, check on. We cannot go to every single business owner that maybe apply and say okay, we need to come in to your board of directors meetings or whatever that might be, and make sure that everybody on the board agrees with this as a good application. We, our job as, as this organization is to accept applications as they come forward. Based on the application that we received from SPRSA, everything in all the, I's were dotted and t's were crossed. We received a complete application from Amie Ozanich the secretary. Whether or not that was discussed at the last board meeting, and whether or not it was, whether or not she received the blessing from her board, is not really our responsibility to check on. Also, in terms of applying for grants, I mean, it would obviously be in the rules and bylaws of their organization, but the way that we work as an organization, whether or not to apply for a grant is not something that needs to be approved by our board of directors. And so, that would be something to check on as well.

Council Member Tierney: well, in, in listening to Roger it sounds like you need to go back to the SPRSA board and find out if they approve of this disbursement before.

Ms. Stohr: Why is that?

Council Member Tierney: Because if the board.

Ms. Stohr: We received a valid application. That, that is all that is within our responsibility. Again, I am not on the SPRSA board, I am not the director of the SPRSA board. Their internal workings are not, we received a valid and complete application.

Council Member Tierney: Valid in your mind, not necessarily in the board.

Ms. Stohr: Valid according to our grant guidelines, which are what rule the day here.

Council Member Tierney: Not necessarily.

Mayor Raymond: Mr. Noe, do you have any input on this?

City Attorney Noe: I don't know. I think we might need to look back at the contract between the Downtown Association and the City itself on the money, because I, I hate to say but I think there are some strings attached to the City money because it is public funds. I don't know, I haven't looked at that, but there could be something there.

Mayor Raymond: Can we table this to different time?

Council Member Carlson: It's easily arguable that, that the funds given, that the ten thousand dollars given on this grant are not from the City, that the funds the City gives are set aside for City projects.

Council Member Tierney: You're splitting hairs, Russ.

Ms. Stohr: I think this whole thing is splitting hairs.

Council Member Carlson: Look at the budget. Request the budget. There is a budget being set up for the City of Selah, for First Street improvements.

Ms. Stohr: There is.

Council Member Carlson: And money on an annual basis is contributed to that budget and, and your staff and your City Administrator is fully aware of that money, and a budget is submitted monthly to the, to the City Council.

Council Member Wickenhagen: Madame Mayor, I just would like to know what the, whatever the Resolution that set this up for the dispersion to the Downtown Association, what that reason, and what that money was to be used for specifically. What they have done with it we have no control over, only what we can do.

City Administrator Wayman: What we can do is we have the original contract for the first fifteen thousand dollars that we laid out to the SDA in 2017. There was guide language on that, gave it to Mr. Noe for review, haven't got that fully done yet. I think we can, by our next meeting, have a full analysis of that and an explanation of what the legal opinion and administrative opinions on that.

Council Member Tierney: Roger, do you have an intent of going back to SPRSA with this?

Council Member Bell: I'll definitely talking with the SPRSA board about it.

Council Member Tierney: Okay.

City Administrator Wayman: And, and certain representations that I know certain things, and don't know them, I'm not read into, until very recently today, the, the Downtown Association's budget, a complete breakdown of where they get their money or (unable to decipher) have been made. I don't know, I saw what their, what their 18 and proposed 19 budget is but I haven't seen their revenue. I don't what their, what their proposed revenue for 18 and 17 was, and what their actual revenue lines in the same vein. I have their 19 proposed revenue but their actuals I don't believe I have. So once I get those I'll be able to have a better analysis. And we'll be requesting those from the SDA.

Mayor Raymond: Okay.

Council Member Underwood: I would like to say that I have seen tons of stuff put out by the Downtown Association, and I have read it. They have been, frankly, almost overboard, it's like oh gosh there's another one, you know. I, I, I will say that. They have been very, very strong in pushing out their information.

End of verbatim section

Seeing no one else rise to speak, Mayor Raymond then closed the meeting.

2. Written
 - a. Monthly Permit Report February 2019
 - b. Code Enforcement Report for February 2019

J. Proclamations/Announcements **None**

K. Consent Agenda

Council Member Carlson requested that N – 2 be removed from the Consent Agenda.

Executive Assistant Lake read the Consent Agenda.

All items listed with an asterisk (*) were considered as part of the Consent Agenda.

- * 1. Approval of Minutes: February 26, 2019 Study Session & Council Meeting
- * 2. Approval of Claims and Payroll:

Payroll Checks Nos. 82534 – 82571 for a total of \$287,759.42
Claim Checks Nos. 72680 – 72756 for a total of \$230,255.02
- * 3. Resolution N – 3: Resolution declaring Fire Department Property as Surplus and Authorizing Its Disposal

Council Member Tierney moved, and Council Member Underwood seconded, approval of the Consent Agenda as read. By voice vote, approval was unanimous.

L. Public Hearings

1. Closed Record Public Hearing to consider the City of Selah Planning Commission's Recommendation regarding a Class 3 Use Application for the construction of a new elementary school, increase the maximum lot coverage of the site from 35% to 38%, and provide environmental review of the proposal in its entirety

Community Development Supervisor Peters addressed L – 1. He said that this was a closed record public hearing to consider a Class 3 Use Application for construction of a new elementary school on the Lince property. He briefly reviewed the project, saying that the Planning Commission concluded its open record hearing on February 19, 2019, and are recommending approval subject to the conditions in the staff report. He noted that Shane Backlund, the Selah School District Superintendent, was in attendance.

Mayor Raymond opened the Closed Record Public Hearing.

Council Member Tierney remarked that he went through the packet provided, and the one issue he saw was dealing with the letter from the Department of Ecology. He reminded his fellow Council Members that they ran into an issue with pesticides during the development of Volunteer Park, which required a mitigation of the soil. He read aloud paragraph two of Exhibit 5-B in packet, saying that in looking through the file, he found nothing showing the results of soil testing, and that he was concerned whether the School District had gone forward with that kind of testing.

Shane Backlund responded that he didn't have that information with him.

Seeing no one else rise to speak, Mayor Raymond closed the hearing.

M. General Business

1. New Business
 - a. Funding Increase for Improvements in Volunteer Park

Public Works Director Henne addressed M – 1a. He said that six months ago the City Administrator formed a committee for Volunteer Park to determine recommendations for improvement and comply with the requirements of the RCO grant, which included a gazebo and disc golf. He read aloud from the information provided in the packet the ideas the committee came up with, saying that they have narrowed it from the original cost of one hundred twenty-five thousand to sixty thousand for the gazebo, disc golf, and trees. He went on to say that Public Works would be putting in the concrete and erecting the gazebo, they have several picnic tables to be rebuilt with volunteer labor that would then be placed at the park, and the committee is asking that local businesses consider a donation of five hundred dollars

for one of the disc golf baskets. He noted that, if Council approves the expenditure of sixty thousand as this meeting, Clerk/Treasurer Novobielski would bring a budget adjustment to the next Council Meeting.

Council Member Carlson wondered if they would be defaulting on the application by eliminating some items.

Public Works Director Henne responded that the application required disc golf and a shelter.

City Administrator Wayman confirmed that the requirements are a shelter and disc golf.

Public Works Director Henne remarked that one of the committee members believes they might get a bunch of trees donated or cost reduced for planting in the park.

Council Member Burke felt there was a little uncertainty as to whether the sixty thousand would cover everything, as he would hate to have businesses not buying into disc golf or have the amount fall short in some other way.

Public Works Director Henne responded that he was not making a promise, just stating that this was what they were trying to do, and they believe that between sixty thousand and other commitments they would be able to do what needed to be done.

Council Member Matson commented that some of the items were required.

Council Member Burke wondered about the cost of the gazebo.

Public Works Director Henne answered that the cost was between twenty-five and twenty-seven thousand, not including the cost of concrete. He added that Public Works would place the concrete and erect the building.

Council Member Matson said it was about twenty-seven thousand.

Council Member Burke asked if they were estimating thirty to thirty-five thousand including concrete.

Public Works Director Henne answered in the affirmative, saying that it depends on shipping costs.

Council Member Burke stated that he was fearful of saying these were things they hoped to get.

Public Works Director Henne responded that if they gave him a hundred thousand he could tell them what they would get.

Council Member Carlson commented that the finance committee met and found that there are additional funds available, making a recommendation to move twenty-three thousand to support the project.

Council Member Carlson moved, and Council Member Tierney seconded, to approve the expenditure of sixty thousand dollars for Volunteer Park. Roll was called: Council Member Wickenhagen – yes; Council Member Matson – yes; Council Member Burke – yes; Council

Member Tierney – yes; Council Member Bell – yes; Council Member Underwood – yes; Council Member Carlson – yes. By voice vote approval was unanimous.

2. Old Business **None**

N. Resolutions

1. Resolution Approving a Class 3 Use Application for the construction of a new elementary school, increase the maximum lot coverage of the site from 35% to 38%, and provide environmental review of the proposal in its entirety

Community Development Supervisor Peters addressed N – 1. He said that this was for approval of the Selah School District’s Class 3 review, and that on pages two and three of the Resolution they would find the conditions of approval. He briefly explained the process if any Council Members wished to add additional conditions.

Council Member Tierney remarked that he was really concerned that the pesticides, lead, and arsenic issue found at Volunteer Park would also potentially be found at the new school.

Council Member Tierney moved to add condition of #12, based on the letter from the Department of Ecology, that the petitioner conduct a soil test on the construction site for the determination of residual concentrations of pesticides including lead, arsenic and organochlorine pesticides, or provide results from prior testing, and to approve the Resolution Approving a Class 3 Use Application for the construction of a new elementary school, increase the maximum lot coverage of the site from 35% to 38%, and provide environmental review of the proposal in its entirety with that addition.

Mr. Backlund commented that they have some prior testing results that were sent to the Health Department, who then signed off on it, and that they could produce that for the City.

Community Development Supervisor Peters thought that would satisfy the condition.

City Administrator Wayman remarked that it could still be a condition.

Mr. Backlund agreed that an additional test would be easy to do.

Council Member Bell seconded the motion. Roll was called: Council Member Wickenhagen – yes; Council Member Matson – yes; Council Member Burke – yes; Council Member Tierney – yes; Council Member Bell – yes; Council Member Underwood – yes; Council Member Carlson – yes. By voice vote approval was unanimous.

Council Member Tierney noted that his reason for the additional condition was public health and safety.

Council Member Carlson clarified that it was either conduct testing or provide results from prior testing.

2. Resolution Authorizing the Mayor to sign a contract with Yakima Valley Sports Tourism

City Administrator Wayman noted that Council Member Tierney would address the matter in lieu of Recreation Manager Morales.

Council Member Tierney addressed N – 2. He said that this Resolution was for a one year contract with Yakima Valley Sports Tourism for three thousand dollars, which included the items listed in the contract. He opined that this was money well spent through the LTAC Fund, saying that Yakima Valley Tourism came in asking for several other items and the board chose not to fund any but this, which gives the City a member on that board and a successful 2A softball tournament.

Council Member Carlson commented that the contract refers to Wood Field, and he wanted to make sure it listed the appropriate name. He remarked that he was hoping to find out what the other items were but didn't see them listed in the minutes.

Council Member Tierney responded that they approved the three thousand for the Sports Tourism contract at the December 3 meeting, and moved to pay half of the cost for 1A, but were told that the Selah Downtown Association had paid the full amount for the Visitors Guide ad. He went on to say that the remaining items dealt with a map with the Visitors Guide, funding for an online presence and a visitors center photo board.

Council Member Carlson asked if those were proposed by Yakima Valley Tourism.

Council Member Tierney replied in the affirmative, saying that they proposed the items to the Board and they chose to fund the Sports Commission.

Council Member Carlson commented that he just wasn't sure if it was them pushing or the City.

Council Member Tierney answered that it wasn't the LTAC Board.

Council Member Bell moved, and Council Member Wickenhagen seconded, to approve the Resolution Authorizing the Mayor to sign a contract with Yakima Valley Sports Tourism, with the change of Wood Field at Carlon Park. Roll was called: Council Member Wickenhagen – yes; Council Member Matson – yes; Council Member Burke – yes; Council Member Tierney – yes; Council Member Bell – yes; Council Member Underwood – yes; Council Member Carlson – yes. By voice vote approval was unanimous.

* 3. Resolution declaring Fire Department Property as Surplus and Authorizing Its Disposal

O. Ordinances **None**

P. Public Appearances **None**

Q. Reports/Announcements

1. Departments

Community Development Supervisor Peters said that he and the City Administrator have been discussing a study session on sub area plan the first part of April, and that he would have more materials for Council as they get closer to that time.

Public Works Director Henne stated that they would not go out to read meters in March this year due to the snow. He said that they held a couple public outreach meetings last week, one for sewer connection fees and the other for the North First Street grind and overlay project, and that during the second meeting they talked about pedestrians from the schools and decided to move the start date of the project to June 10. He noted that they hoped to have a start date for the East Goodlander reconstruction project soon, and would be keeping both directions open to travel.

Mayor Raymond inquired as to the time frame for project completion.

Public Works Director Henne replied that they should be done with the majority of the work by the end of summer, prior to the start of the school year, although they would likely be finishing the project next spring due to the time frame for procuring streetlights.

Council Member Tierney wondered if the coffee shop would have access off both roads, which the proprietors of the coffee shop on the corner spoke to them about at a prior meeting.

Public Works Director Henne responded that they would have access for both through most of the project, as they already did the water and sewer, but it would be gravel for part of the project.

Council Member Tierney complimented the street crew for taking care of the City streets.

Public Works Director Henne remarked that they are about thirty-six hundred over the entire 2019 snow removal budget, and would be coming back with a budget adjustment on that.

City Administrator Wayman opined that they were doing well by only being that much over budget.

Clerk/Treasurer Novobielski said that the City was reviewed by a bond rating company in 2014 as part of a bond refinancing in 2014, ending with a favorable rating of AA-, and that the review conducted by the same bond rating company the past few weeks has resulted in the same AA- rating.

City Administrator Wayman expressed his confusion on receiving the same rate, as they have reduced the amount of debt.

Clerk/Treasurer Novobielski responded that an AA- is like an A-, and that while it would be nice to get As, it takes a lot to achieve that rating, such as an annual audit instead of the City's current two year cycle. He added that the bond rating company sent a draft of what they plan to issue, and when they issue the final version he would share the summary with Council.

Council Member Carlson inquired if some of that was attributed to bonds purchased they still technically owed money on.

Clerk/Treasurer Novobielski responded in the negative, saying that they didn't get into that.

City Administrator Wayman commented that it's really about how they do business.

Clerk/Treasurer Novobielski briefly explained the two different systems in the world of accounting, GAP principles and cash basis, saying that almost all smaller governments are cash basis but Standard & Poore would prefer that everyone go GAP.

Fire Chief Hanna said that one of his career employees has taken a job with the Pasco Fire Department, starting yesterday morning. He went on to say that they met with the Civil Service Commission last week, at which time they approved the process for hiring a new employee, and that Human Resources Manager Potter would be doing a job announcement and putting out the schedule, with June 1 the earliest someone would be starting.

Council Member Carlson remarked that a few years ago there was a discussion with the police department about officers training locally then transferring to larger departments and bigger cities. He asked if there was a similar scenario in fire department and if so, what could be done.

Fire Chief Hanna responded that it was a similar scenario, with the allure of forty-eight hours on and ninety-six hours off for more pay, and was something they just had to deal with.

Council Member Carlson recommended that if firefighters and police officers train here then transfer, it would be appropriate to request that where they transfer to reimburse the City some of that expense.

Fire Chief Hanna commented that Firefighter Bertheas had been with them almost five years to the day.

Council Member Carlson opined that for him maybe he's paid back his training, but he thinks that small cities like theirs are constantly training officers and firefighters, only to have them go somewhere else.

Fire Chief Hanna remarked that there was a basic firefighting program, funded in part by the State, which was taken away last year.

Council Member Matson expressed concern with fentanyl and wondered if he saw a need for NARCAN.

Fire Chief Hanna answered that he has been working with the director of EMS to narrow down guidelines, what they need to do and the costs associated with it.

City Administrator Wayman stated that they would look into it, adding that in New York State they just had the biggest bust in six years and found that cocaine adulterated with fentanyl.

Fire Chief Hanna commented that they're finding it in heroine too.

Council Member Wickenhagen suggested that any contract for new employees have a clause for length of stay, adding that they set that up for the County that if they do so much training they have so many years they have to work there.

Fire Chief Hanna responded that they haven't done that yet, as for the most part their people have received a lot of training on their own to qualify, and it's less expense if they come in the door with EMT and other things. He added that their requirement is that the person must be with the department for two years.

Council Member Tierney inquired about the chance of getting a lateral employee.

Fire Chief Hanna replied in the affirmative, saying that they asked the Civil Service Board to consider the option of opening the position up to firefighters in Yakima County, and that it would be opened to combat firefighters with at least two years' experience with a department in Yakima County.

Council Member Tierney wondered about expanding it beyond Yakima County.

Fire Chief Hanna replied that they're so small they need to keep memberships fairly local.

Police Chief Hayes said that last week's Citizens Academy had the SRO and Yakima City's CSI come out to talk, and that next Monday would be Sergeant Brumley presenting a past investigation, reminding Council that they could drop in at any one of the meetings. He commented that his department has the same issues as Fire, and that if they had contracts they would never get any money from them. He thanked Council for passing the Resolution.

Council Member Carlson requested that he explain why he felt it appropriate and necessary to do a Resolution honoring Ernest Buckley.

Police Chief Hayes replied that when he was at Quantico he found Ernest's name on the academy wall honoring fallen officers, and wanted to recognize the only Selah officer who had died in the line of duty. He said that he was looking ahead in a calendar done by Behind The Badge, an entity who takes action when there's a line of duty death, and saw Ernest's name listed in March.

Council Member Tierney felt it would be nice to name a new Police Station or City Hall in his honor.

Police Chief Hayes commented that there isn't much of his family left, as Ernest had no children and those his brothers had are deceased. He added that the grand-nephew in attendance earlier came from Ernest's sister's line.

City Attorney Noe had no report.

2. Council Members

Council Member Wickenhagen said that he attended one meeting this last week, which was interesting, and he learned a lot.

Council Member Matson said that she didn't attend yesterday's meeting but last Monday she did attend Deputy Police Chief Steen's presentation on a case that happened there, saying that it makes one think about what really happens. She remarked that the Volunteer Park meeting went very well, and one

member was heading to Oregon next week to peg the tree for the Centennial. She noted that the Selah Community Days meeting went very well, and that she also attended a finance committee meeting.

Council Member Burke commented that he had some scheduling conflicts and almost missed today's meeting but was glad he made it back as it was a spirited meeting and he learned from everyone.

Council Member Tierney said that they had an LTAC meeting with two items of note, the first being a substantial increase in Community Days funding due to moving to Carlon Park and providing some other facilities and equipment they haven't provided in the past, an expense they anticipate for another two years. He remarked that the second item dealt with a difficulty for funding coming from the motel, as one of those was showing some really unusual fluctuations. He asked Clerk/Treasurer Novobielski if he had any anything to add to that, or if they needed to go to the Department of Revenue.

Clerk/Treasurer Novobielski spoke briefly about a discussion he had with two hotel employees a couple weeks back, where he was told that the accounting people were attempting to identify why the taxes were so low. He noted that it takes sixty days before they receive the money that's reported, and that he would prefer to think that they could figure out what the problem was without him contacting the Department of Revenue.

Council Member Tierney asked if they knew whether or not the Centennial committee group would be requesting any LTAC funds.

Mayor Raymond replied that they had already budgeted funds for the Centennial.

Council Member Bell gave a pool update, saying that they should have all exterior and interior walls up by Tuesday of next week and would begin on the roof after that. He thanked Public Works Director Henne, Public Works Utility Supervisor Jones and City Administrator Wayman for the agreement allowing for use of more of Wixson Park to the south and the west for their construction needs.

Council Member Underwood said that she knows what Council Member Bell does about SPRSA.

Council Member Carlson said that the Citizens Academy was absolutely fantastic, and Missy Maki has done a fabulous job. He was grateful for the effort and homework Police Chief Hayes put in to the Resolution honoring Ernest Buckley, saying that it's a reminder that first responders are first responders. He expressed confusion over why the Selah Downtown Association was an issue, pining that they have done a fabulous job and even have a board member being recognized for her efforts with regard to the façade grant program. He liked Council Member Burke's suggestion to contact the property owners, and felt that the Selah Downtown Association (SDA) has been very responsible about how they spend the money.

Council Member Tierney wondered, if he applied for a grant, was awarded one and did the project, could he then apply again for another grant.

Council Member Carlson answered in the affirmative, saying that the design committee was set up to review applications. He went on to say that in yesterday's discussion they removed picnic tables from the project as they didn't feel those were part of a façade, and that he thought they did a good job

petitioning the community. He agreed that Council Member Bell's point was well-taken, although he felt that the SDA wouldn't know whether the SPRSA board approved the application or not, and that the applications that come in ask if that person has permission to submit an application on behalf of the entity. He noted that the façade grant program was part of the Sub Area plan Community Development Supervisor Peters has been working on.

3. City Administrator

City Administrator Wayman remarked that they've had a busy couple of weeks, some of which would be discussed during their executive session. He said that they've installed candlesticks beyond the turn lane on East Goodlander due to four or five accidents at the intersection with Wenas recently.

Police Chief Hayes commented that there were more than that but that amount in the time period he looked at.

City Administrator Wayman commented that a contributing factor is the location of the coffee shop, which slows traffic up, and that people will now need to go up to the Carlon Park parking lot to turn around and go back to the coffee shop rather than making a left hand turn and potentially causing more accidents. He went on to say that they are working with the owners on a longer term solution, such as selling them a piece of the pumphouse property adjacent to the coffee shop to allow them to expand the coffee shop to the west and allow people further down to make a left hand turn off Goodlander. He added that HLA was working on a legal description for the property they would sell, and that once the value of the property is understood the matter would be brought to council with a recommendation to sell. He stated that the candlesticks would stay for safety purposes.

Mayor Raymond asked if they would be placing candlesticks on Wenas.

Public Works Director Henne replied in the negative, saying that they haven't had people taking left hand turns out of there.

4. Boards

- a. Lodging Tax Advisory Committee Minutes – December 3, 2018
- b. Planning Commission Minutes – February 19, 2019

5. Mayor

Mayor Raymond informed the Council that they would be getting an email from AWC for online courses, which can be viewed at a later date than the day they air. She suggested that Public Works Director Henne set up a couple dates when they have things together to rebuild the picnic tables.

Public Works Director Henne replied that he was waiting for prospective dates from volunteers.

Council Member Carlson commented that another option would be to do them as part of the SDA cleanup day.

Council took a five minute recess.

P. Executive Session

1. 15 Minute Session – Potential Litigation RCW 42.30.110 (1) (i)

Council went into Executive Session at 6:17m. At 6:32pm, Council went back on the record. Mayor Raymond stated that no action was taken during the Executive Session.

Q. Adjournment

Council Member Tierney moved, and Council Member Matson seconded, that the meeting be adjourned. By voice vote, approval was unanimous.

The meeting adjourned at 6:33pm.

Sherry Raymond, Mayor

John Tierney, Council Member

Roger Bell, Council Member

Russell Carlson, Council Member

Diane Underwood, Council Member

Jacquie Matson, Council Member

Kevin Wickenhagen, Council Member

Jeremy Burke, Council Member

ATTEST:

Dale E. Novobielski, Clerk/Treasurer



CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



Council Meeting	Action Item
3/26/2019	K – 2

Title: Claims & Payroll

From: Monica Lake, Executive Assistant

Action Requested: Approval

Staff Recommendation:

Approval of Claims & Payroll as listed on Check Registers.

Board/Commission Recommendation: Not Applicable

Fiscal Impact: See Check Registers

Funding Source: See Check Registers

Background / Findings & Facts: See Check Registers

Recommended Motion: Motion to Approve the Consent Agenda as read.
(This item is part of the Consent Agenda)



CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



Council Meeting Action Item
3/26/2019 N – 1

Title: Resolution authorizing the Mayor to sign an Interlocal Agreement with the Washington State Department of Social and Health Services for Fire and EMS services for the Yakima Valley School

From: Gary Hanna, Fire Chief

Action Requested: Approval

Staff Recommendation:

Not Applicable

Board/Commission Recommendation: Not Applicable

Fiscal Impact: Not Applicable

Funding Source: Not Applicable

Background / Findings & Facts: In lieu of property taxes Washington State Department of Social and Health Services pays \$12,775.05 annually to the Selah Fire Department for Fire and EMS Services. This Interlocal Agreement will be in effect from July 1, 2019 through June 30, 2021.

Recommended Motion: Move to approve Resolution authorizing the Mayor to sign an Interlocal Agreement with the Washington State Department of Social and Health Services for Fire and EMS services for the Yakima Valley School.

CITY OF SELAH, WASHINGTON
RESOLUTION NO. _____

A RESOLUTION authorizing the Mayor to sign an Interlocal Agreement with the Washington State Department of Social and Health Services for Fire and EMS services for the Yakima Valley School.

WHEREAS, the City of Selah and Washington State Department of Social and Health Services have previously entered into an Interlocal Agreement wherein the Selah Fire Department provides fire and EMS services in exchange for payment by the Department of Social and Health Services for those services; and

WHEREAS, the City of Selah and Washington State Department of Social and Health Services wish to renew the Interlocal Agreement for the sum of \$12,775.05 annually for the purpose of providing fire and EMS services by the Selah Fire Department.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, HEREBY RESOLVES as follows:

The Mayor is authorized to sign an Interlocal Agreement for Fire and EMS services for the Yakima Valley School.

PASSED this 26th day of March, 2019.

Sherry Raymond, Mayor

ATTEST:

APPROVED AS TO FORM:

Dale Novobielski, Clerk/Treasurer

Robert F. Noe, City Attorney



INTERLOCAL AGREEMENT

DSHS Agreement Number:
1964-50136

This Agreement is by and between the State of Washington Department of Social and Health Services (DSHS) and the Contractor identified below, and is issued pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.

Program Contract Number:
Contractor Contract Number:

CONTRACTOR NAME	CONTRACTOR doing business as (DBA)	
Selah, City of	Selah, City of	

CONTRACTOR ADDRESS	WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI)	DSHS INDEX NUMBER
206 West Fremont Avenue Selah, WA 98942		55327

CONTRACTOR CONTACT	CONTRACTOR TELEPHONE	CONTRACTOR FAX	CONTRACTOR E-MAIL ADDRESS
Gary Hanna	(509) 698-7312	(509) 698-7317	ghanna@ci.selah.wa.us

DSHS ADMINISTRATION	DSHS DIVISION	DSHS CONTRACT CODE
Facilities, Finance and Analytics Administration	Facilities Management & Design	1000LC-64

DSHS CONTACT NAME AND TITLE	DSHS CONTACT ADDRESS
Jeanne Rodriguez Contract Manager	1115 S Washington St MS45848 Olympia, WA 98504-5848

DSHS CONTACT TELEPHONE	DSHS CONTACT FAX	DSHS CONTACT E-MAIL ADDRESS
(360) 902-8330	(360) 902-7889	rodrijr@dshs.wa.gov

IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT?	CFDA NUMBER(S)
No	

AGREEMENT START DATE	AGREEMENT END DATE	MAXIMUM AGREEMENT AMOUNT
07/01/2019	06/30/2021	\$25,550.10

EXHIBITS. The following Exhibits are attached and are incorporated into this Agreement by reference:

Exhibits (specify): No Data Security Exhibit

No Exhibits.

The terms and conditions of this Agreement are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise regarding the subject matter of this Agreement, between the parties. The parties signing below represent they have read and understand this Agreement, and have the authority to execute this Agreement. This Agreement shall be binding on DSHS only upon signature by DSHS.

CONTRACTOR SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
DSHS SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED

DSHS General Terms and Conditions

1. **Definitions.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
- a. "Central Contracts and Legal Services" means the DSHS central headquarters contracting office, or successor section or office.
 - b. "Confidential Information" or "Data" means information that is exempt from disclosure to the public or other unauthorized persons under RCW 42.56 or other federal or state laws. Confidential Information includes, but is not limited to, Personal Information.
 - c. "Contract" or "Agreement" means the entire written agreement between DSHS and the Contractor, including any Exhibits, documents, or materials incorporated by reference. The parties may execute this contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
 - d. "CCLS Chief" means the manager, or successor, of Central Contracts and Legal Services or successor section or office.
 - e. "Contractor" means the individual or entity performing services pursuant to this Contract and includes the Contractor's owners, members, officers, directors, partners, employees, and/or agents, unless otherwise stated in this Contract. For purposes of any permitted Subcontract, "Contractor" includes any Subcontractor and its owners, members, officers, directors, partners, employees, and/or agents.
 - f. "Debarment" means an action taken by a Federal agency or official to exclude a person or business entity from participating in transactions involving certain federal funds.
 - g. "DSHS" or the "Department" means the state of Washington Department of Social and Health Services and its employees and authorized agents.
 - h. "Encrypt" means to encode Confidential Information into a format that can only be read by those possessing a "key;" a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 256 bits for symmetric keys, or 2048 bits for asymmetric keys. When a symmetric key is used, the Advanced Encryption Standard (AES) must be used if available.
 - i. "Personal Information" means 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.
 - j. "Physically Secure" means that access is restricted through physical means to authorized individuals only.
 - k. "Program Agreement" means an agreement between the Contractor and DSHS containing special terms and conditions, including a statement of work to be performed by the Contractor and payment to be made by DSHS.
 - l. "RCW" means the Revised Code of Washington. All references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at <http://apps.leg.wa.gov/rcw/>.

DSHS General Terms and Conditions

- m. "Regulation" means any federal, state, or local regulation, rule, or ordinance.
 - n. "Secured Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access. Secured Areas may include buildings, rooms or locked storage containers (such as a filing cabinet) within a room, as long as access to the Confidential Information is not available to unauthorized personnel.
 - o. "Subcontract" means any separate agreement or contract between the Contractor and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Contract.
 - p. "Tracking" means a record keeping system that identifies when the sender begins delivery of Confidential Information to the authorized and intended recipient, and when the sender receives confirmation of delivery from the authorized and intended recipient of Confidential Information.
 - q. "Trusted Systems" include only the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; (2) United States Postal Service ("USPS") first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.
 - r. "WAC" means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. Pertinent WAC chapters or sections can be accessed at <http://apps.leg.wa.gov/wac/>.
2. **Amendment.** This Contract may only be modified by a written amendment signed by both parties. Only personnel authorized to bind each of the parties may sign an amendment.
3. **Assignment.** The Contractor shall not assign this Contract or any Program Agreement to a third party without the prior written consent of DSHS.
4. **Billing Limitations.**
- a. DSHS shall pay the Contractor only for authorized services provided in accordance with this Contract.
 - b. DSHS shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were performed.
 - c. The Contractor shall not bill and DSHS shall not pay for services performed under this Contract, if the Contractor has charged or will charge another agency of the state of Washington or any other party for the same services.
5. **Compliance with Applicable Law.** At all times during the term of this Contract, the Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to, nondiscrimination laws and regulations.
6. **Confidentiality.**
- a. The Contractor shall not use, publish, transfer, sell or otherwise disclose any Confidential

DSHS General Terms and Conditions

Information gained by reason of this Contract for any purpose that is not directly connected with Contractor's performance of the services contemplated hereunder, except:

- (1) as provided by law; or,
 - (2) in the case of Personal Information, with the prior written consent of the person or personal representative of the person who is the subject of the Personal Information.
- b. The Contractor shall protect and maintain all Confidential Information gained by reason of this Contract against unauthorized use, access, disclosure, modification or loss. This duty requires the Contractor to employ reasonable security measures, which include restricting access to the Confidential Information by:
- (1) Allowing access only to staff that have an authorized business requirement to view the Confidential Information.
 - (2) Physically Securing any computers, documents, or other media containing the Confidential Information.
 - (3) Ensure the security of Confidential Information transmitted via fax (facsimile) by:
 - (a) Verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons.
 - (b) Communicating with the intended recipient before transmission to ensure that the fax will be received only by an authorized person.
 - (c) Verifying after transmittal that the fax was received by the intended recipient.
 - (4) When transporting six (6) or more records containing Confidential Information, outside a Secured Area, do one or more of the following as appropriate:
 - (a) Use a Trusted System.
 - (b) Encrypt the Confidential Information, including:
 - i. Encrypting email and/or email attachments which contain the Confidential Information.
 - ii. Encrypting Confidential Information when it is stored on portable devices or media, including but not limited to laptop computers and flash memory devices.
- Note: If the DSHS Data Security Requirements Exhibit is attached to this contract, this item, 6.b.(4), is superseded by the language contained in the Exhibit.**
- (5) Send paper documents containing Confidential Information via a Trusted System.
 - (6) Following the requirements of the DSHS Data Security Requirements Exhibit, if attached to this contract.
- c. Upon request by DSHS, at the end of the Contract term, or when no longer needed, Confidential Information shall be returned to DSHS or Contractor shall certify in writing that they employed a DSHS approved method to destroy the information. Contractor may obtain information regarding approved destruction methods from the DSHS contact identified on the cover page of this Contract.

DSHS General Terms and Conditions

- d. Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected, and the information destroyed through the recycling process. Paper documents containing Confidential Information requiring special handling (e.g. protected health information) must be destroyed on-site through shredding, pulping, or incineration.
- e. Notification of Compromise or Potential Compromise. The compromise or potential compromise of Confidential Information must be reported to the DSHS Contact designated on the contract within one (1) business day of discovery. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.
7. **Debarment Certification.** The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (Debarred). The Contractor also agrees to include the above requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify DSHS if, during the term of this Contract, Contractor becomes Debarred. DSHS may immediately terminate this Contract by providing Contractor written notice if Contractor becomes Debarred during the term hereof.
8. **Governing Law and Venue.** This Contract shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.
9. **Independent Contractor.** The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and his or her employees or agents performing under this Contract are not employees or agents of the Department. The Contractor, his or her employees, or agents performing under this Contract will not hold himself/herself out as, nor claim to be, an officer or employee of the Department by reason hereof, nor will the Contractor, his or her employees, or agent make any claim of right, privilege or benefit that would accrue to such officer or employee.
10. **Inspection.** The Contractor shall, at no cost, provide DSHS and the Office of the State Auditor with reasonable access to Contractor's place of business, Contractor's records, and DSHS client records, wherever located. These inspection rights are intended to allow DSHS and the Office of the State Auditor to monitor, audit, and evaluate the Contractor's performance and compliance with applicable laws, regulations, and these Contract terms. These inspection rights shall survive for six (6) years following this Contract's termination or expiration.
11. **Maintenance of Records.** The Contractor shall maintain records relating to this Contract and the performance of the services described herein. The records include, but are 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 Contract. All records and other material relevant to this Contract shall be retained for six (6) years after expiration or termination of this Contract.
- Without agreeing that litigation or claims are legally authorized, if any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
12. **Order of Precedence.** In the event of any inconsistency or conflict between the General Terms and Conditions and the Special Terms and Conditions of this Contract or any Program Agreement, the inconsistency or conflict shall be resolved by giving precedence to these General Terms and Conditions. Terms or conditions that are more restrictive, specific, or particular than those contained in the General Terms and Conditions shall not be construed as being inconsistent or in conflict.

DSHS General Terms and Conditions

13. **Severability.** If any term or condition of this Contract is held invalid by any court, the remainder of the Contract remains valid and in full force and effect.
14. **Survivability.** The terms and conditions contained in this Contract or any Program Agreement which, by their sense and context, are intended to survive the expiration or termination of the particular agreement shall survive. Surviving terms include, but are not limited to: Billing Limitations; Confidentiality, Disputes; Indemnification and Hold Harmless, Inspection, Maintenance of Records, Notice of Overpayment, Ownership of Material, Termination for Default, Termination Procedure, and Treatment of Property.
15. **Contract Renegotiation, Suspension, or Termination Due to Change in Funding.**

If the funds DSHS relied upon to establish this Contract or Program Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, after the effective date of this contract but prior to the normal completion of this Contract or Program Agreement:

- a. At DSHS's discretion, the Contract or Program Agreement may be renegotiated under the revised funding conditions.
- b. At DSHS's discretion, DSHS may give notice to Contractor to suspend performance when DSHS determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Contractor's performance to be resumed prior to the normal completion date of this contract.
- (1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
- (2) When DSHS determines that the funding insufficiency is resolved, it will give Contractor written notice to resume performance. Upon the receipt of this notice, Contractor will provide written notice to DSHS informing DSHS whether it can resume performance and, if so, the date of resumption. For purposes of this subsection, "written notice" may include email.
- (3) If the Contractor's proposed resumption date is not acceptable to DSHS and an acceptable date cannot be negotiated, DSHS may terminate the contract by giving written notice to Contractor. The parties agree that the Contract will be terminated retroactive to the date of the notice of suspension. DSHS shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the retroactive date of termination.
- c. DSHS may immediately terminate this Contract by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice. DSHS shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. No penalty shall accrue to DSHS in the event the termination option in this section is exercised.

16. **Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Contract. Only the CCLS Chief or designee has the authority to waive any term or condition of this Contract on behalf of DSHS.

Additional General Terms and Conditions – Interlocal Agreements:

17. **Disputes.** Both DSHS and the Contractor ("Parties") agree to work in good faith to resolve all conflicts

DSHS General Terms and Conditions

at the lowest level possible. However, if the Parties are not able to promptly and efficiently resolve, through direct informal contact, any dispute concerning the interpretation, application, or implementation of any section of this Agreement, either Party may reduce its description of the dispute in writing, and deliver it to the other Party for consideration. Once received, the assigned managers or designees of each Party will work to informally and amicably resolve the issue within five (5) business days. If managers or designees are unable to come to a mutually acceptable decision within five (5) business days, they may agree to issue an extension to allow for more time.

If the dispute cannot be resolved by the managers or designees, the issue will be referred through each Agency's respective operational protocols, to the Secretary of DSHS ("Secretary") and the Contractor's Agency Head ("Agency Head") or their deputies or designated delegates. Both Parties will be responsible for submitting all relevant documentation, along with a short statement as to how they believe the dispute should be settled, to the Secretary and Agency Head.

Upon receipt of the referral and relevant documentation, the Secretary and Agency Head will confer to consider the potential options of resolution, and to arrive at a decision within fifteen (15) business days. The Secretary and Agency Head may appoint a review team, a facilitator, or both, to assist in the resolution of the dispute. If the Secretary and Agency Head are unable to come to a mutually acceptable decision within fifteen (15) business days, they may agree to issue an extension to allow for more time.

The final decision will be put in writing, and will be signed by both the Secretary and Agency Head. If the Agreement is active at the time of resolution, the Parties will execute an amendment or change order to incorporate the final decision into the Agreement. The decision will be final and binding as to the matter reviewed and the dispute shall be settled in accordance with the terms of the decision.

If the Secretary and Agency Head are unable to come to a mutually acceptable decision, the Parties will request intervention by the Governor, per RCW 43.17.330, in which case the governor shall employ whatever dispute resolution methods that the governor deems appropriate in resolving the dispute.

Both Parties agree that, the existence of a dispute notwithstanding, the Parties will continue without delay to carry out all respective responsibilities under this Agreement that are not affected by the dispute.

18. Hold Harmless.

- a. The Contractor shall be responsible for and shall hold DSHS harmless from all claims, loss, liability, damages, or fines arising out of or relating to the Contractor's, or any Subcontractor's, performance or failure to perform this Agreement, or the acts or omissions of the Contractor or any Subcontractor. DSHS shall be responsible for and shall hold the Contractor harmless from all claims, loss, liability, damages, or fines arising out of or relating to DSHS' performance or failure to perform this Agreement.
- b. The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the State and its agencies, officials, agents, or employees.

19. Ownership of Material. Material created by the Contractor and paid for by DSHS as a part of this Contract shall be owned by DSHS and shall be "work made for hire" as defined by Title 17 USCA, Section 101. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Contractor uses to perform the Contract but is not created for or paid for by DSHS is owned by the Contractor and is not "work made for hire"; however, DSHS shall have a perpetual license to use

DSHS General Terms and Conditions

this material for DSHS internal purposes at no charge to DSHS, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.

20. Subrecipients.

- a. General. If the Contractor is a subrecipient of federal awards as defined by 2 CFR Part 200 and this Agreement, the Contractor shall:
 - (1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
 - (2) Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
 - (3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
 - (4) Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the Contractor and its Subcontractors who are subrecipients;
 - (5) Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and
 - (6) Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39. (Go to <https://ojp.gov/about/offices/ocr.htm> for additional information and access to the aforementioned Federal laws and regulations.)
- b. Single Audit Act Compliance. If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:
 - (1) Submit to the DSHS contact person the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
 - (2) Follow-up and develop corrective action for all audit findings; in accordance with 2 CFR Part 200, Subpart F; prepare a "Summary Schedule of Prior Audit Findings" reporting the status of all audit findings included in the prior audit's schedule of findings and questioned costs.
- c. Overpayments. If it is determined by DSHS, or during the course of a required audit, that the Contractor has been paid unallowable costs under this or any Program Agreement, DSHS may require the Contractor to reimburse DSHS in accordance with 2 CFR Part 200.

DSHS General Terms and Conditions

21. Termination.

- a. Default. If for any cause, either party fails to fulfill its obligations under this Agreement in a timely and proper manner, or if either party violates any of the terms and conditions contained in this Agreement, then the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given 15 working days to correct the violation or failure. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice from the aggrieved party to the other party.
- b. Convenience. Either party may terminate this Interlocal Agreement for any other reason by providing 30 calendar days' written notice to the other party.
- c. Payment for Performance. If this Interlocal Agreement is terminated for any reason, DSHS shall only pay for performance rendered or costs incurred in accordance with the terms of this Agreement and prior to the effective date of termination.

22. Treatment of Client Property.

Unless otherwise provided, the Contractor shall ensure that any adult client receiving services from the Contractor has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property. The Contractor shall provide clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination of the Contract, the Contractor shall immediately release to the client and/or the client's guardian or custodian all of the client's personal property.

Special Terms and Conditions

1. **Definitions Specific to Special Terms.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
 - a. "Patient" means any or all of the clients, residents, or patients at Yakima Valley School.
 - b. "Residential Care Services" or "RCS", means a DSHS Division that are responsible for the licensing and oversight of adult family homes, assisted living facilities, nursing facilities, intermediate care facilities for individuals with intellectual disabilities, and certified residential programs.
 - c. "Yakima Valley School" or "YVS" means a residential habilitation center owned and operated by the State of Washington, DSHS, Developmental Disabilities Administration (DDA), which is situated at 609 Speyers Avenue, Washington, 98942.
2. **Purpose.** The purpose of this Contract is for the Contractor to provide emergency medical, fire suppression, fire protection, and inspection services for the Yakima Valley School (YVS) campus in accordance with RCW 35.21.775.
3. **Statement of Work.** The Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:
 - a. Provide fire protection and suppression services to all lands, equipment, buildings and their contents, related property improvements, and the personal property of Patients and employees located on or at the YVS campus in Yakima County, Washington. Contractor shall provide quarterly written performance reports that identify the number of fire and suppression services calls responded to at YVS, the type of incidents, and the services provided by the Contractor.
 - b. Provide emergency medical services to all people residing, working or visiting the YVS campus. Contractor shall provide quarterly written performance reports that identify the number of emergency medical services calls responded to at YVS, the type of incidents, and the services provided by the Contractor.
 - c. Provide inspections as often as necessary, but not less than annually, across the whole of the YVS campus for the purpose of identifying fire code violations and any other law or standard including those set forth by Residential Care Services (RCS) affecting fire and life safety in order to ensure the safety of individuals in YVS campus facilities. Upon completion of annual inspections, Contractor shall provide a written report to YVS of its findings and recommendations.
 - d. For any significant fire/incident to which the Contractor responds, and the fire/incident results in a required debriefing by YVS administration officials, a representative of the Contractor shall provide consultation during the incident debriefing. For significant fire/incidents to which the Contractor responds, Contractor shall provide a written summary report of the debriefing information Contractor provided to YVS.
 - e. The Contractor shall send all required written reports within this Agreement to the DSHS Contract Contact provided on the cover page of this Agreement.
4. **Consideration.** Total consideration payable to Contractor for satisfactory performance of the work under this Agreement is up to a maximum of \$ 25,550.10, including any and all expenses, and shall be based on the following assumptions:
 - a. DSHS shall pay the Contractor a fee based upon the sum of the YVS total square footage of improvements multiplied by \$.09 (nine cents) per square foot per year.

Special Terms and Conditions

- b. YVS total gross square footage as of July 1, 2019 equals 141,945.
 - (1) 141,945 sf x \$0.09 equates to \$12,775.05 annually, or \$1,064.59 monthly, for the period of July 1, 2019, through June 30, 2021.
- c. This contract may be extended by additional two year terms upon mutual agreement of the parties.
- d. All payments to Contractor under this Contract shall be contingent upon Contractor's satisfactory completion of all goods and services, including all written reports.

5. Billing and Payment.

- a. Invoice System. The Contractor shall submit invoices using State Form A-19 Invoice Voucher, or such other form as designated by DSHS. Consideration for services rendered shall be payable upon receipt of properly completed invoices which shall be submitted to: **CIBS, Attn: Fiscal, 609 Speyers Avenue, Washington, 98942**, by the Contractor not more often than monthly. The invoices shall describe and document to DSHS' satisfaction a description of the work performed, activities accomplished, the progress of the project, and fees. The rates shall be in accordance with those set forth in Section 4, Consideration, of this Contract.
- b. Payment. Payment shall be considered timely if made by DSHS within thirty (30) days after receipt and acceptance by Western State Hospital of the properly completed invoices. Payment shall be sent to the address designated by the Contractor on page one (1) of this Contract. DSHS may, at its sole discretion, withhold payment claimed by the Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of this Contract.

6. Insurance.

- a. DSHS certifies that it is self-insured under the State's self-insurance liability program, as provided by RCW 4.92.130, and shall pay for losses for which it is found liable.
- b. The Contractor certifies, by checking the appropriate box below, initialing to the left of the box selected, and signing this Agreement, that:

_____ The Contractor is self-insured or insured through a risk pool and shall pay for losses for which it is found liable; or

_____ The Contractor maintains the types and amounts of insurance identified below and shall, prior to the execution of this Agreement by DSHS, provide certificates of insurance to that effect to the DSHS contact on page one of this Agreement.

Commercial General Liability Insurance (CGL) – to include coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The policy shall include liability arising out of premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The State of Washington, DSHS, its elected and appointed officials, agents, and employees shall be named as additional insureds.



CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



Council Meeting Action Item

3/26/2019

N – 2

Title: A Resolution Authorizing the Mayor to sign Task Order 2019-05 between the City of Selah and HLA Engineering and Land Surveying, Inc. to update the Water System Plan for the City of Selah.

From: Joseph K. Henne, Public Works Director

Action Requested: Approval

Staff Recommendation:

Staff is requesting the City Council approve the Mayor to sign Task Order 2019-05 between the City of Selah and HLA Engineering and Land Surveying Inc., to update the Water System Plan for the City of Selah.

Board/Commission Recommendation: Not Applicable

Fiscal Impact: \$50,000 in 2019 & \$70,000 in 2020

Funding Source: 411.000.534.20.41.02

Background / Findings & Facts: The City of Selah (CITY) owns, operates and maintains a municipal potable water supply, storage and distribution system to serve its citizens. Community public water systems are regulated by the Washington State Department of Health (WDOH). The CITY's water system is classified as a Group A community water supply system. The CITY is required to update their Water System Plan (WSP) and obtain WDOH approval at or before the expiration date of the current WSP, in accordance with the requirements of WAC-246-290-100. The CITY's current WDOH-approved WSP expires on March 3, 2021. The WSP preparations and WDOH approval process takes approximately two years to complete.

Recommended Motion: To approve the resolution as presented.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE MAYOR TO SIGN TASK ORDER 2019-05 BETWEEN THE CITY OF SELAH AND HLA ENGINEERING AND LAND SURVEYING, INC. TO UPDATE THE WATER SYSTEM PLAN FOR THE CITY OF SELAH.

WHEREAS, the Washington State Department of Health require water systems over 1000 connections to have a current Water System Plan approved by the Department and be updated every six(6) years, and

WHEREAS, the City of Selah currently uses HLA Engineering and Land Surveying, Inc. for professional civil engineering and consulting work; and

WHEREAS, the City of Selah wishes to engage HLA via task order 2019-05 for the Water System plan update;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor be authorized to sign Task Order No 2019-05 between the City of Selah and HLA Engineering and Land Surveying, Inc. for the Water System Plan update.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 26th day of March 2019.

Sherry Raymond, Mayor

ATTEST:

Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:

Robert F. Noe, City Attorney

TASK ORDER NO. 2019-05

REGARDING AGREEMENT BETWEEN CITY OF SELAH

AND

HLA ENGINEERING AND LAND SURVEYING, INC.

PROJECT DESCRIPTION:

Water System Plan Update

The City of Selah (CITY) owns, operates, and maintains a municipal potable water supply, storage, and distribution system to serve its citizens. Community public water systems are regulated by the Washington State Department of Health (WDOH). The CITY's water system is classified as a Group A community water supply system. The CITY is required to update their Water System Plan (WSP) and obtain WDOH approval at or before the expiration date of the current WSP, in accordance with the requirements of WAC 246-290-100. The CITY's current WDOH-approved WSP expires on March 3, 2021. The WSP preparation and WDOH approval process takes approximately two years to complete.

SCOPE OF SERVICES:

HLA Engineering and Land Surveying, Inc. (HLA) will work with CITY staff and WDOH to complete necessary water system planning tasks and prepare the WSP update. The final scope of work for such services will be established at a pre-plan meeting with the CITY and WDOH but is generally expected to follow the same plan structure as the existing WSP, in accordance with the requirements of WAC 246-290-100 and related WDOH guidance documents. HLA scope of services shall include the following:

WATER SYSTEM PLAN UPDATE

- A. Organize a pre-plan meeting with CITY staff and WDOH to establish the WSP update scope of work and requirements.
- B. Prepare a list of required CITY documentation and data necessary to begin preparation of the WSP update.
- C. Prepare two (2) copies of a "conceptual draft" WSP for review and comment by CITY staff and Council representatives. Meet with CITY staff and Council representatives to review and discuss draft WSP.
- D. Incorporate CITY comments and transmit three (3) copies of the draft WSP for review and comment by the respective reviewing authorities, and two (2) copies to the CITY for review.
- E. Following receipt of CITY and reviewing authority written comments on the draft WSP, HLA will prepare three (3) copies of the Final Plan for reviewing authority approval, and two (2) copies to the CITY for Council approval and adoption.
- F. Assist CITY with water use efficiency (WUE) program updates and goal setting, including attending public meeting to adopt new WUE goals and measures.
- G. Assist with up to two (2) CITY Council meetings to present the WSP information, answer questions, and participate in required public meetings/hearings required for the completion of the WSP.

The WSP scope of work does not include preparation of the following items: Wellhead Protection Plan, Coliform Monitoring Plan, Disinfection Byproducts Monitoring Plan, Cross-Connection Control

Program, or Emergency Response Plan. As directed by the CITY, work associated with the above items will be considered Additional Services.

ITEMS TO BE FURNISHED AND RESPONSIBILITY OF CITY

The CITY will provide or perform the following:

- A. Provide full information as to CITY requirements of the PROJECT.
- B. Assist HLA by placing at its disposal all available information pertinent to the PROJECT, including previous reports, plans, program information, drawings, plats, surveys, utility records, hydraulic models, and any other data relative to the PROJECT.
- C. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by HLA and render in writing decisions pertaining thereto within a reasonable time so as not to delay the work of HLA.
- D. Provide water samples and pay for the cost of water testing necessary for inclusion of test results in the WSP.
- E. Obtain approval of all governmental authorities having jurisdiction over the Plan and such approvals and consents from other individuals or bodies as necessary for completion of the Plan, including any review and approval fees.

TIME OF PERFORMANCE:

Following authorization to proceed, HLA will diligently pursue completion of the WSP necessary to meet the required DOH approval deadline. The following is an estimated PROJECT schedule based on receiving CITY authorization to proceed in March 2019 and approval of WDOH regarding the historical data and planning periods to include in the WSP:

Complete WDOH Pre-Plan Meeting	April 1, 2019
Submit request to CITY for system documentation, including production and consumption data	May 1, 2019
Begin preparation of WSP update background information	June 1, 2019
Receive CITY documentation, including production and consumption data	July 1, 2019
Conduct site visit to review existing system condition and meet with CITY staff to review O&M and system deficiencies	August 15, 2019
Submit conceptual draft WSP to CITY for review and comment	January 15, 2020
Meet with CITY to review conceptual draft WSP	February 10, 2020
Complete and submit draft WSP to WDOH for review and comment	May 1, 2020
Receive WDOH and CITY comments on draft WSP (90-day review period)	August 3, 2020

Complete public hearing and adoption of WUE goals and measures	September 8, 2020
Incorporate review comments and submit final WSP to WDOH and CITY for review and approval	October 5, 2020
Receive WDOH approval to adopt final WSP (90-day review period)	January 5, 2021
Council adoption of final WSP	January 26, 2021
Receive WDOH approval of final WSP	March 1, 2021

The above schedule will change if authorization to proceed is postponed, or if there are delays in receipt of CITY deliverables or review comments from other agencies. Time of completion for work directed by the CITY under additional services shall be negotiated and mutually agreed upon at the time of service request by the CITY

FEE FOR SERVICE:

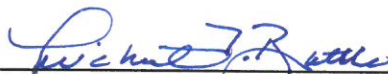
For the services furnished by HLA as described under this Agreement, the CITY agrees to pay HLA the fees as set forth herein. The amounts listed below may be revised only by written agreement of both parties.

WATER SYSTEM PLAN UPDATE

All work shall be performed on a time-spent basis at the normal hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses with an estimated amount of \$120,000.00.

ADDITIONAL SERVICES

Any additional work requested by the CITY that is not included in the original scope of work shall be authorized by the CITY and agreed upon by HLA in writing prior to proceeding with services. HLA shall perform the additional services as directed/authorized by the CITY on a time-spent basis at the hourly billing rates included in our General Agreement, plus reimbursement for direct non-salary expenses such as laboratory testing, reproduction expenses, out of town travel costs, and outside engineers.

Proposed:  3/4/2019
 HLA Engineering and Land Surveying, Inc. Date
 Michael T. Battle, PE, President

Approved: _____ Date _____
 City of Selah
 Sherry Raymond, Mayor



CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



Council Meeting Action Item
3/26/2019 O – 1

Title: Ordinance Amending the 2019 Budget for Volunteer Park Improvements

From: Dale Novobielski, Clerk/Treasurer

Action Requested: Approval

Staff Recommendation:

Approve Ordinance.

Board/Commission Recommendation: Not Applicable

Fiscal Impact: \$ 60,000

Funding Source: Fund 301 Capital Improvement

Background / Findings & Facts: To amend the 2019 budget for improvements at Volunteer Park.

Recommended Motion: I move to approve an Ordinance amending the 2019 budget for Volunteer Park improvements.

Record of all prior actions taken by the City Council and/or a City Board, City Committee, Planning Commission, or the Hearing Examiner (where applicable)

Date:

3/12/2019

Action Taken:

City Council approved a Resolution authorizing improvements at Volunteer Park.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE 2019 BUDGET FOR VOLUNTEER PARK IMPROVEMENTS

WHEREAS, the City desires to approve an adjustment to the 2019 Budget for Volunteer Park improvements;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, does ordain as follows: that the Clerk-Treasurer be authorized to amend the 2019 Budget as follows:

001 General

001.000.098.397.00.00.00	Operating Transfers-In	\$ 60,000
001.000.094.594.76.63.02	Volunteer Park	\$ 60,000

301 Capital Improvement

301.000.097.597.00.00.00	Operating Transfers-Out	\$ 60,000
301.000.008.508.80.00.00	New Ending Cash and Investments	472,992

PASSED AND ORDAINED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 26th day of March 2019.

Sherry Raymond, Mayor

ATTEST:

Dale E. Novobielski, Clerk-Treasurer

APPROVED AS TO FORM:

Robert Noe, City Attorney



CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



Council Meeting Action Item

3/26/2019

O – 2

Title: Ordinance Amending the 2019 Budget for Insurance Costs

From: Dale Novobielski, Clerk/Treasurer

Action Requested: Approval

Staff Recommendation:

Approve Ordinance.

Board/Commission Recommendation: Not Applicable

Fiscal Impact: \$ 85,500

Funding Source: Fund 001 General \$ 12,700, fund 103 Fire Control \$ 19,700, fund 110 Street Maintenance \$ 2,100, fund 118 Civic Center \$ 800, fund 411 Water \$ 32,000 and fund 415 Sewer \$ 18,200.

Background / Findings & Facts: To amend the 2019 budget for insurance costs.

Recommended Motion: I move to approve an Ordinance amending the 2019 budget for insurance costs.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE 2019 BUDGET FOR INSURANCE COSTS

WHEREAS, the City desires to amend the 2019 Budget for insurance costs;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, does ordain as follows: that the Clerk-Treasurer be authorized to amend the 2019 Budget as follows:

001 General

Finance

001.000.014.514.21.46.04	Insurance - Bond	\$ 2,400
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Police

001.000.021.521.20.46.02	Insurance – Vehicle	1,500
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001.000.021.521.20.46.03	Insurance - Liability	3,000
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Police – Facilities

001.000.021.521.50.46.01	Insurance - Property	700
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Recreation Services

001.000.071.571.20.46.03	Insurance - Liability	900
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Parks

001.000.076.576.80.46.01	Insurance - Property	3,300
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001.000.076.576.80.46.03	Insurance - Liability	900
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Non-Departmental

001.000.999.508.80.00.00	New Ending Unreserved Cash and Investments	\$ 447,993
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103 Fire Control

103.000.022.522.20.46.01	Insurance - Property	\$ 3,000
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103.000.022.522.20.46.02	Insurance – Vehicle	13,500
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103.000.022.522.20.46.03	Insurance – Liability	3,200
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103.000.999.508.10.00.00	New Ending Cash and Investments	412,349
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110 Street Maintenance

110.000.042.542.90.46.03	Insurance – Liability	2,100
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110.000.999.508.10.00.00	New Ending Cash and Investments	\$ 172,446
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118 Civic Center

118.000.075.575.50.46.01	Insurance - Property	\$ 400
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118.000.075.575.50.46.03	Insurance – Liability	400
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118.000.999.508.10.00.00	New Ending Cash and Investments	\$ 16,956
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411 Water

411.000.034.534.80.46.01	Insurance - Property	\$ 30,000
411.000.034.534.80.46.03	Insurance – Liability	2,000
411.000.999.508.80.00.00	New Ending Cash and Investments	\$ 942,784

415 Sewer

415.000.035.535.70.46.03	Insurance – Liability	\$ 3,000
415.000.035.535.80.46.01	Insurance - Property	9,000
415.000.035.535.80.46.03	Insurance – Liability	900
415.000.035.535.81.46.01	Insurance - Property	2,200
415.000.035.535.90.46.01	Insurance - Property	2,200
415.000.035.535.90.46.03	Insurance – Liability	900
415.000.999.508.80.00.00	New Ending Cash and Investments	\$ 549,688

PASSED AND ORDAINED BY THE CITY COUNCIL OF THE CITY OF SELAH,
WASHINGTON this 26th day of March 2019.

Sherry Raymond, Mayor

ATTEST:

Dale E. Novobielski, Clerk-Treasurer

APPROVED AS TO FORM:

Robert Noe, City Attorney

ORDINANCE NO. _____



CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



Council Meeting Action Item
3/26/2019 O – 3

Title: Ordinance Amending the 2019 Budget To Close Fund 190 SPRSA Pool

From: Dale Novobielski, Clerk/Treasurer

Action Requested: Approval

Staff Recommendation:

Approve Ordinance.

Board/Commission Recommendation: Not Applicable

Fiscal Impact: \$ 23,256

Funding Source: Fund 170 CE Equipment Reserve

Background / Findings & Facts: To amend the 2019 budget to close fund 190 SPRSA Pool.

Recommended Motion: I move to approve an Ordinance amending the 2019 budget to close fund 190 SPRSA Pool.

Record of all prior actions taken by the City Council and/or a City Board, City Committee, Planning Commission, or the Hearing Examiner (where applicable)

Date:

3/7/2019

Action Taken:

Finance Committee approved transferring funds from fund 170 CE Equipment Reserve to close fund 190 SPRSA Pool.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE 2019 BUDGET TO CLOSE FUND 190 SPRSA POOL

WHEREAS, the City desires to approve an adjustment to the 2019 Budget to close fund 190 SPRSA Pool;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, does ordain as follows: that the Clerk-Treasurer be authorized to amend the 2019 Budget as follows:

190 SPRSA Pool

190.000.076.308.10.00.00	Beg. Cash and Investments	\$ (28,206)
190.000.076.347.99.00.00	SPRSA Reimbursement	\$ 4,950
190.000.076.397.00.00.00	Operating Transfers-In	23,256

170 CE Equipment Reserve

170.000.097.597.00.02.00	Operating Transfers-Out	\$ 23,256
170.000.008.508.10.00.00	New Ending Cash and Investments	\$ 387,384

PASSED AND ORDAINED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 26th day of March 2019.

Sherry Raymond, Mayor

ATTEST:

Dale E. Novobielski, Clerk-Treasurer

APPROVED AS TO FORM:

Robert Noe, City Attorney



CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



Council Meeting Action Item

3/26/2019

O – 4

Title: Ordinance Amending Ordinance 2061 Regarding the 2019 Salary Schedule for Management, Confidential, and Unrepresented Employees

From: Andrew Potter, Human Resource Manager

Action Requested: Approval

Staff Recommendation:

Approve the Ordinance redistributing some of the salaries within the Recreation and Civic Center offices to create a more streamlined and unified operation.

Board/Commission Recommendation: Not Applicable

Fiscal Impact: \$7,908 in base Salary Savings

Funding Source: See attached information

Background / Findings & Facts: In 2013, when the City took over Civic Center operations, the Recreation Manager oversaw two full time employees to run recreational programs and the Civic Center. In January 2016 one of those positions, the Administrative & Marketing Specialist, was converted to an FLSA exempt position and the supervision was transferred to the City Administrator. We are now requesting a redistribution of funds which will ultimately save the city money while redistributing the supervisory load back to the Recreation Manager.

Recommended Motion: Move to approve the Ordinance Amending Ordinance 2061 Regarding the 2019 Salary Schedule for Management, Confidential, and Unrepresented Employees



CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



Record of all prior actions taken by the City Council and/or a City Board, City Committee, Planning Commission, or the Hearing Examiner (where applicable)

Date:

Action Taken:

11/27/2018

Ordinance Establishing the 2019 Salary Schedule for Management, Confidential, and Unrepresented Employees.

**AN ORDINANCE AMENDING ORDINANCE NO. 2061 REGARDING THE
2019 SALARY SCHEDULE FOR MANAGEMENT, CONFIDENTIAL, AND
UNREPRESENTED EMPLOYEES**

WHEREAS, the City Council for the City of Selah wishes to amend the 2019 Salary Schedule for Management, Confidential and Unrepresented Employees to reflect changes it wishes to make to three positions within the Recreation Department;

WHEREAS, the City Staff has performed a salary survey and job duty comparison of this position as part of their overall recruitment effort;

WHEREAS, the City Council desires to edit the job title for this position within the salary ordinance and adjust the pay to compete with those of similar positions within comparable cities;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, does hereby amend the 2019 Salary Schedule for management, confidential and unrepresented employees as follows:

Section 1. Salary Schedule Amendment. The 2019 Salary Schedule is amended as follows:

FULL TIME REGULAR	MONTHLY SALARY
Civic & Transit Center Manager	4,584
Recreation Coordinator	3,434
Parks & Recreation Manager	4,584
Recreation & Tourism Manager	4,917
Parks & Recreation Coordinator	3,271
Recreation Coordinator	3,434

Section 2. Effective Date. The salary change provided for in this amended salary schedule shall take effect April 1, 2019.

ORDAINED this 26th day of March, 2019.

Sherry Raymond, Mayor

ATTEST:

Dale Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:

Robert F. Noe, City Attorney

City	Pop.	Position	Wage Range		Position	Wage Range	
Prosser	5,965	Part-time Employment Only	N/A		Recreation Manager	\$ 4,584	\$ 5,849
Clarkston	7,250	No Recreation Services	N/A		No Recreation Services	N/A	
Quincy	7,370	Recreation Coordinator	\$ 3,776		Recreation Director	\$ 5,954	
Selah	7,630	Recreation Coordinator	\$ 3,271		Recreation Manager	\$ 4,584	
Ephrata	8,005	Recreation Supervisor	\$ 4,079		Recreation & PR Director	\$ 5,665	
Othello	8,175	Parks & Recreation Coordinator	\$ 4,035		Parks & Recreation Coordinator	\$ 4,035	
Airway Heights	8,460	Park and Recreation Coordinator	\$ 2,623	\$ 3,133	Parks and Recreation Supervisor	\$ 4,379	\$ 5,229
Toppenish	9,085	Part-time Employment Only	N/A		Recreation Director	\$ 4,802	\$ 6,003
Liberty Lake	9,910	Parks & Recreation Coordinator	\$ 2,623	\$ 3,133	No Response	N/A	
Grandview	10,862	Part-time Employment Only	N/A		Parks and Recreation Director	\$ 4,551	\$ 6,928
Cheney	11,880	Recreation Coordinator	\$ 3,736	\$ 4,854	Recreation Manager	\$ 5,378	\$ 6,392
Wage Range Averages			\$ 2,994	\$ 3,754	Wage Range Averages	\$ 4,739	\$ 5,626.56
Ellensburg	19,550	Recreation Coordinator	\$ 4,277		Aquatic & Recreation Supervisor	\$ 4,425	\$ 5,900
Yakima	93,900	Recreation Coordinator	\$ 3,605	\$ 4,314	Recreation Supervisor	\$ 4,147	\$ 5,051

ORDINANCE NO. 2061

AN ORDINANCE ESTABLISHING THE 2019 SALARY SCHEDULE FOR
MANAGEMENT, CONFIDENTIAL AND UNREPRESENTED EMPLOYEES

THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, does ordain the 2019
Salary Schedule for management, confidential and unrepresented employees as follows:

<u>FULL-TIME REGULAR</u>	<u>MONTHLY SALARY</u>
Civic & Transit Center Manager	4,584
Clerk-Treasurer	8,489
Court Clerk	4,199
Executive Assistant	4,199
Fire Chief	8,616
Fire Chief – Deputy	7,986
Firefighter – Step 3	5,485
Firefighter – Step 2	5,061
Firefighter – Step 1	4,561
Firefighter Probationary	4,295
Human Resource Manager	4,584
Parks & Recreation Manager	4,584
Parks & Recreation Coordinator	3,271
Payroll & Accts. Payable Specialist	4,199
Police Chief	8,616
Police Chief – Deputy	7,948
Public Record Specialist	4,715
Public Works Administrative Assistant	3,434
Public Works: Building Inspector & Code Enforcement	5,258
Public Works: Code Enforcement & Stormwater	3,912
Public Works: Planning & Building Permit Specialist	3,434
Public Works: Community Development Supervisor	6,914
Public Works Director	8,616
Public Works Utility Supervisor	7,358
Utility Billing Specialist	4,199
Wastewater Treatment Plant Mechanic II	4,380
Wastewater Treatment Plant Mechanic I	4,103
Wastewater Treatment Plant Operator III	5,063
Wastewater Treatment Plant Operator II	4,742
Wastewater Treatment Plant Operator I	4,421
Wastewater Treatment Plant Operator Trainee	4,099
Wastewater Treatment Plant Supervisor	6,914

PART-TIME AND SEASONAL

Office Assistant	17.44 hr.
Parks & Recreation Contracted Instructor	70% of revenue
Parks & Recreation Sports Supervisor	13.40 hr.
Parks & Recreation Sports Referee III	12.65 hr.
Parks & Recreation Sports Referee II	12.35 hr.
Parks & Recreation Sports Referee I	12.10 hr.
Parks & Recreation Sports Scorekeeper	12.00 hr.
Public Works Maintenance Worker/ Parks Laborer II	15.50 hr.
Public Works Maintenance Worker/ Parks Laborer I	13.20 hr.

Additionally all 14 and 15 year old referees will be paid minimum wage and 14 and 15 year old scorekeepers will be paid, per Washington State law, 85% of the adult minimum wage, or \$10.20 per hour.

The effective date of this ordinance is January 1, 2019.


PASSED AND ORDAINED BY THE CITY COUNCIL OF THE CITY OF SELAH,
WASHINGTON this 27th day of November, 2018.


Sherry Raymond, Mayor

ATTEST:


Dale E. Novobielski, Clerk Treasurer

APPROVED AS TO FORM:


Robert F. Noe, City Attorney

ORDINANCE NO. 2061