SELAH CITY COUNCIL

5:30pm September 22, 2020

3:00pm Study Session - Council Position #6 Interviews

3pm: Michael Costello; 3:20pm Ellen Overby; 3:40pm Mellisa Saxey; 4pm Steve McKenna; 4:20pm Taryn Franck; 4:40pm Jared Brink

Selah City Council
Regular Meeting
Tuesday, September 22, 2020
5:30pm
Via Zoom

Mayor:	Sherry Raymond
Mayor Pro Tem:	Roger Bell
Council Members:	Russell Carlson
	Jacquie Matson
	Kevin Wickenhagen
	Clifford Peterson
	Suzanne Vargas

CITY OF SELAH
115 West Naches Avenue
Selah, Washington 98942

City Administrator:	Donald Wayman
City Attorney:	Rob Case
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

R. Executive Session ****RELOCATED****

1. 45 Minute Session to consider the qualifications of a candidate for appointment to elective office - RCW 42.30.110 (1) (h)

Vote for Candidate to fill Council vacancy

Swearing In of New Council Member by Clerk/Treasurer

F. Agenda Changes **None**

G. Public Appearances/Introductions/Presentations

1. Katrina Henkle, Selah Downtown Association – Update

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

I. Communications

1. Oral

We are presently conducting the regular meeting portion of today's session. State law does not require a noncharter code city, such as the City of Selah, to allot time for public comment during a regular meeting between the Mayor and City Council. Historically, the City has chosen to allot time for public comment during its regular meetings, subject to a maximum of two minutes per commenter and common-sense standards of decorum. Recently, those standards of decorum have been increasingly infringed.

Those wishing to offer public comments during a regular meeting must comply with the following process and standards. Each commenter must state his/her full name and whether he/she is a registered voter residing within the city limits of Selah (and this particular standard will be enforced beginning with the regular meeting scheduled to occur on October 13, 2020). Each commenter is limited to one comment and a maximum duration of two minutes per regular meeting. A maximum of thirty minutes per regular meeting will be allotted for all public comments. Comments must be constructive and respectful; no profanity, insults, defamation, or direct or implied personal attacks will be allowed. Criticism of City policy is allowed, but personal criticism of any individual is not allowed. The public comment process is not a question-and-answer process. Also, each commenter should speak solely for himself/herself rather than purporting to speak on behalf of others, repeating verbatim or nearly verbatim what another commenter has said, or repeating what a written document says.

In-person comments will be heard from the podium in the order offered by commenters (and during the Covid shutdown, written comments will be read aloud in the order received by City staff and telephonic comments may also be heard). The Mayor may cut off any in-person or telephonic comment that he/she deems inappropriate (and City staff, at the direction of the Mayor, may disallow or modify any written comment that is deemed inappropriate).

These standards are subject to revision. Those who infringe the applicable standards may be barred from offering public comments during future regular meetings.

Public comment during regular meetings is not the exclusive method to communicate with the Mayor or the City Council on any topic. People may send emails or letters, leave voicemails, or request in-person meetings, to or with the Mayor or any member(s) of the City Council. The Mayor and each member of the City Council has personal discretion over how and when he/she might respond to emails, letters, voicemails, and requests for in-person meetings.

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: September 8, 2020 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

Donald Wayman 1. Resolution authorizing the Mayor to sign a "Police Chief Employment Contract" with Daniel V. Christman

Dale Novobielski 2. Resolution Authorizing the Mayor to Sign An Updated Section 125 Cafeteria Plan.

Donald Wayman 3. Resolution Authorizing the Mayor to Sign an Amendment to the Coronavirus Relief Funds Interagency Agreement

O. Ordinances

Dale Novobielski 1. Ordinance Amending the 2020 Budget for Legal Services

Dale Novobielski 2. Ordinance Amending Ordinance 2090 Regarding the 2020 Base Salary and Wage 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**
4. Mayor

R. Executive Session ****Relocated to beginning of meeting****

S. Adjournment

Next Regular Meeting October 13, 2020

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
9/22/2020	K – 1

Title: Approval of Minutes: September 8, 2020 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
September 8, 2020

Regular Meeting
Electronically Via Zoom
115 West Naches Avenue
Selah, WA 98942

A. Call to Order — Mayor Raymond called the meeting to order at 5:30 pm.

B. Roll Call

Members Present: Kevin Wickenhagen; Jacquie Matson; Clifford Peterson; Roger Bell; Russell Carlson; Suzanne Vargas

Members Absent:

Staff Present: Donald Wayman, City Administrator; Rob Case, City Attorney; Dale Novobielski, Clerk/Treasurer; Eric Steen, Deputy Police Chief; Joe Henne, Public Works Director; Jeff Peters, Community Development Supervisor; Andrew Potter, Human Resources Manager; Monica Lake, Executive Assistant

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

D. Pledge of Allegiance

Mayor Raymond led the Pledge of Allegiance.

E. Invocation

Pastor Jason Williams requested a moment of silence to remember all those in the Selah community who have lost homes to fire and have been battling the fire, and to remember our firefighters. Following the moment of silence, he gave the prayer.

F. Agenda Changes **None**

G. Public Appearances/Introductions/Presentations

1. Katrina Henkle, Selah Downtown Association – Update

Katrina Henkle, Selah Downtown Association (SDA) Executive Director, addressed the Council. She said that they are still accepting applications for the CARES money grants, adding that their initial allocation of one hundred fifty thousand dollars has been increased by one hundred nineteen thousand four hundred, for a total of two hundred sixty-nine thousand, four hundred dollars. She noted that they have twenty-six applications currently, and they are due by September 30.

City Administrator Wayman remarked that there would be an amendment to the contract with the Department of Commerce presented at the next Council Meeting, and that they've also extended the date for submission of requests from October 31 to November 30.

Ms. Henkle commented that they are trying to get help out to those businesses who need it, saying that she had a number of free masks to distribute to businesses, along with a town hall type meeting every other Monday with the Yakima Health District and coffee chat on Facebook Wednesday mornings.

Council Member Carlson asked if the extension affected the City's reimbursement time from the State.

City Administrator Wayman answered that, from his previous conversations with the Department of Commerce, they could expect reimbursement within two weeks once they make submissions. He opined that a good strategy going forward would be when the committee finishes their work they take the applications, put them in order with a month to spare, and see if any remainder could be spent during that additional month of time. He added that Ms. Henkle, along with the SDA and the Selah Chamber of Commerce, was doing a great job getting the word out.

Council Member Vargas asked Ms. Henkle if they had had any childcare centers submit an application, as childcare is one of the biggest problems students and parents are facing and she would love to see some funds prioritized towards childcare centers.

Ms. Henkle responded that she would follow up and make sure they have applications, adding that she didn't believe they had received any from a childcare center yet.

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

I. Communications

1. Oral

Mayor Raymond opened the Public Meeting, reading aloud the rules of conduct stated in the Agenda.

Executive Assistant Lake said that there were thirty-two comments submitted, of which eight were duplicate submissions and twelve would not be read aloud. She requested that the public refrain from submitting duplicates of the same comment via the online portal for any one Council Meeting, adding that they would receive an automated notification that their comment had been received. She read aloud the following statements provided via the online public comment submission form.

From Xander Deccio, Yakima:

Currently there have been at least 20 different news sources that have reported on the potential censorship efforts our city has undertaken. Among the most notable are the New York Times, Seattle Times, Newsweek.com and the Associated Press. Our City Administrator and City Attorney have gone on smaller radio shows and been interviewed for articles defending their actions and calling into question the authenticity of the stories reported about the City. Do they really expect local citizens, Washingtonians and all Americans to believe them over all 20 of these news sources that have reported on these issues? Especially egregious was Don Wayman calling into question the New York Times article because the New York Times Magazine published the 1619 series. Please note the NYT

Magazine is technically a different publication released with the Sunday Edition of the New York Times. To call into question the accuracy of any article put out by the New York Times because of one series released by NYT Magazine, is utterly ridiculous and disingenuous. The NY Times has been around 170 years and has received countless awards including 130 pulitzer prizes. I am unaware of any journalistic awards or reputable press endeavors by Don Wayman. I would respectfully ask that until he has as storied and reupatable a reputation as these publications, that he refrain from trying to convince the community that he is more trustworthy than they are.

From Anna Whitlock, Selah:

On Friday 8/21 the City of Selah removed several lawfully placed signs from public property that were in support of Black Lives Matter and the removal of Donald Wayman as City Administrator. Upon retrieving these signs from Public Works, I was blocked from asking any clarifying questions and was instead instructed to speak with Don Wayman on the subject. I attempted to speak with the city's Code Enforcement Officer, and again was told to speak to Don Wayman. I feel this course of action by the city is inappropriate, considering Mr. Wayman is the subject of one of these signs. Since Mayor Raymond is Mr. Wayman's superior within the City's Administration I emailed her directly, requested a response, and did not receive one. So I ask again, why were these signs removed by the City using taxpayer dollars? And why are no other signs (political, yard sale, open house, etc.) being removed? In my opinion, this is discriminatory selective enforcement of a municipal code that no one is willing to clarify for me. I believe these signs fall under the protections of political signage, and at a larger scale my 1st Amendment Rights. Please explain what codes were violated, and why my many requests for clarifying information have been ignored. Please explain to me why it appears the City is making every attempt to silence my inquiries.

From Julie Field, Selah:

City officials like our Administrator and municipal attorney have stated that they are totally against defacement of public property. If this were true, why has the public not heard of any efforts to clean up dirt and gravel that gets on the road as a result of construction going on around town? While the new Lince building was being constructed there were a few areas of the sidewalk and street that were partially defaced by dirt. More recently there was a large amount of dirt tracked onto the street in front of John Campbell Primary, near where the portable buildings were removed. This dirt remained for multiple weeks, and was only dispersed eventually by the constant passing of cars. There were even large wooden planks that got into the westernmost lane of first street near John Campbell. The public has not been made aware of any efforts to cite, charge or prosecute any worker or group involved in these projects, despite the insistence that chalk artists drawing on the street must stop because it defaces streets and can cause distractions to drivers. If it were really true that our city officials were worried about drivers being distracted, why are they much more focused on cleaning a dead-end, residential neighborhood street with only one house on it, and not the busiest main street in the City, first street?

From Lorrie Smith, Yakima:

The recent removal of BLM and Fire Don Wayman signs by the city is unlawful. The city has allowed signs without permits before, and they do so now frequently. No permits have been applied for or granted for any of the signs that have been placed on public property for this entire year of 2020. To now only remove certain signs that the City Administrator doesn't like is not lawful. That sort of action is called "Selective enforcement" and has been proven time and time again to be unconstitutional. I would recommend that the City stop violating the United States Constitution, and only enforce rules and codes to the same level that they have always been enforced.

From Shea Mattson, Selah:

Madam mayor, 2 meetings ago your council voted 5-1 to recommend that you hire an independent investigator to look into Donald Wayman and his conduct. This vote and whether that recommendation was taken wasn't mentioned in the most recent meeting on August 25th. We the citizens of Selah request to know whether you took that advice and hired an investigator or ignored the City Council's motion. We the concerned citizens of Selah also demand that if you have not yet hired an outside investigator, that you do so. This is seemingly the only way to hold a City employee truly accountable, without any bias or conflict of interest arising. Doing so would ensure that no illegal orders are being given to employees of the city, that the civil rights of your constituents aren't being infringed, and your police force is not being put in a legally dangerous situation. If you support your citizens, officers and the integrity of the City, you will make sure these matters are properly investigated by an external entity. We thank you enormously for the attention and time you have given to these issues, and we hope that as one Selah community we can come together and find an appropriate, just, and peaceful resolution to all of this.

Thank you.

From Lisa Draney, Selah:

Over the course of the past several weeks, our Chief of Police has abruptly retired. Another police officer resigned. According to Union Rep Dave Simmons, several other officers are looking for jobs elsewhere. More recently, another valuable City Hall employee resigned. This makes it appear as though the City of Selah is not a welcoming work environment for these employees. The public would very much like to know what our leadership at City Hall intends to change about the work environment that's been fostered in order to properly retain civil servants. Last meeting, some of you mentioned that it would be very difficult to replace a city attorney at this time. I imagine it would be much more difficult to replace a large portion of your police officers, your police chief, and your HR manager.

Furthermore, during a previous City Council meeting, Donald Wayman stated that 2 potential candidates for Chief of Police were already interviewed. This is despite the fact that no job posting had yet been listed on the City of Selah website, nor could citizens find any other job listings in any other newspapers or job listing websites. This raises major concerns. By selecting candidates for interviews before even posting a job listing, the City of Selah is opening itself up to a possible discrimination lawsuit. Certain interested and qualified candidates may not have had the same opportunity to apply for this job as the at least two individuals who got interviews before any posting.

From Colton Backer, Yakima:

Mayor Raymond has stated that she has refused to take any action against City Administrator Donald Wayman for inappropriate statements he's made, citing his right to free speech. This shows the Mayor is ignoring what the First Amendment actually protects Americans from. Freedom of speech in no way provides job security, and especially doesn't protect somebody from reprimands. Mayor Raymond is well aware of this fact, because in the past she has tried to remove at least one person from a volunteer position, based solely on facebook posts that individual made outside of their city volunteer time. She sent a letter of termination, only to realize later that she as Mayor doesn't actually have the authority to terminate parks board volunteers. She admitted that she tried to remove this individual on her own, not in accordance with Selah municipal code, during a city council meeting on August 9th, 2016. This raises major concerns for many. It appears that our Mayor holds volunteers to a higher standard of conduct than the highest paid employee of the City of Selah.

From Maxwell Clark, Selah:

City council members and Mayor Raymond, I am frustrated. I am frustrated that Rob Case was given a raise despite an obvious conflict of interest. I am frustrated that the SPD is being ignored when they ask that chalk not be considered graffiti. I am frustrated that the voices of Selah citizens have been suppressed. I am frustrated that Selah citizens protesting for positive change have been labeled as "vile" and "bad actors." I am frustrated that Donald Wayman is still being employed by the city of Selah despite the public outcry and negative image he is creating. I am frustrated that nothing is changing. I don't want to be frustrated any longer. Please, listen to the people you are supposed to be serving. You all have the power to improve these situations and make a stronger, more inclusive community.

From Jason Moore, Selah:

The city of selah has recently taken down their official facebook page. They also took down a parody twitter account that many citizens consider legal fair use protected by parody law. This raises potential censorship concerns for many Selah citizens.

From Brendon Corbray, Selah:

The city's washer use on July 6th was improper and perilous for the general population of selah. I comprehend that a conventional grievance has been documented on the issue, with a solicitation for an examination connected. I would appreciate if someone would enlighten us whether an examination has been propelled investigating the City's pressure washing investigating whether any current arrangements were broken. Much obliged.

From Anita Callahan, Selah:

Over the course of the previous two city council meetings, 10 comments were censored from being read onto the record during the public comments section. All 10 were critical of city leadership in some way. No comments that were in support of the City were excluded from being read at the same meeting. This raises major censorship concerns for your citizens. Read the censored comments for yourselves, council members. Ask yourselves why city leadership doesn't want them to be read.

From Gabriel Fabian, Selah:

On August 29th 2020, hundreds of people gathered in selah for the back the blue rally as well as a Cruise Night. Many were intoxicated, running back and forward across the street, and maskless. That night there were only 2 officers on duty.

September 4th, 2020, there were rumors of an "unpeaceful" protest. That night, Several officers were called in for emergency, some of which would be receiving overtime.

Why were several officers on duty, and gain, including some on overtime, for completely unfounded rumors, and only 2 officers were on duty in all of Selah when the City had confirmation of a large gathering well in advance of the event?"

Having no further comments to be read, Mayor Raymond closed the Meeting.

2. Written **None**

J. Proclamations/Announcements **None**

K. 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: August 25, 2020 Council Meeting

* 2. Approval of Claims and Payroll:

Payroll Checks Nos. 83744 – 83764 for a total of $317,587.76
Claim Checks Nos. 75313 – 75372 for a total of $411,668.51

Council Member Bell moved, and Council Member Carlson seconded, approval of the Consent Agenda. By a show of hands, approval was unanimous.

L. Public Hearings **None**

M. General Business

1. New Business **None**

2. Old Business **None**

N. Resolutions

1. Resolution Authorizing the Mayor to Enter into a Contract with Dude Solutions, Inc. for the Purchase of Their SmartGov Permitting Software and Submit for Reimbursement under the CARES Act

Community Development Supervisor Peters addressed N – 1. He stated that there was extensive background and findings provided in the packet, summarizing that the Planning Department and Public Works have been utilizing a Vision Software permit system for about five years and to date they haven't been happy with Vision's failure to fulfill the requirements in their contract for scheduling of inspectors, online presence for submittal of permits and payment, and improved tracking and reporting of different proceeds from different permits. He went on to say that they've had numerous problems with the system issuing permits including just today, providing an example from that morning, and that the new software is one he's familiar with as the City of Yakima utilizes it for their permiting, building and inspections. He listed some of the benefits, such as digital inspections; taking pictures to upload; a public portal to view permits, photos and notes from inspector; providing public access to see where permits are occurring in the city and what planning documents are available for projects, SEPA reviews and other decisions posted; and the ability to interact with plan reviewers at the City of Yakima. He finished by saying that Planning and Public Works both support the purchase of the software and requested that Council approve the resolution allowing the Mayor to sign the contract.

City Administrator Wayman requested that he cover the legacy costs for the software.

Community Development Supervisor Peters said that cost of the software, sixty-three thousand six hundred and six dollars and seventy-nine cents, was slated for reimbursement from CARES act funding, with additional language in the contract that should the City not be reimbursed they would annul the contract unless we ask them to start implementing it before receipt of the money,.

City Administrator Wayman commented that he was referring to the year to year costs to operate it.

Community Development Supervisor Peters answered that the annual subscription term is thirteen thousand six hundred eighty-five dollars and seventeen cents, which was covered in the total cost for the first year they were requesting reimbursement for.

Council Member Wickenhagen inquired what they were currently paying to Vision on an annual basis.

Community Development Supervisor Peters replied that he didn't recall the total cost for that, as it's broken down because the Finance Department pays for a portion of the software, but he believed it to be somewhere around six thousand dollars plus for the monthly subscription fee.

Council Member Carlson asked if they expected any change in subscription service every twelve months, assuming there would be increases.

Community Development Supervisor Peters responded that they could propose an increase, but their current direction is that they have not since they started implementing SmartGov, and instead they've reduced their fees down based on the size of the city.

Council Member Carlson wondered what the protection would be for twelve months.

Community Development Supervisor Peters answered that the contract was for purchase of the software and thirteen thousand for implementation and to provide services.

Council Member Bell inquired if there would be an annual cost in addition to the monthly cost.

Community Development Supervisor Peters replied that it isn't monthly; the thirteen thousand dollars is an annual cost.

Council Member Matson asked for confirmation that the first year was included ni the request.

Community Development Supervisor Peters responded in the affirmative.

Council Member Peterson commented that he assumes that they have the hardware necessary and there won't be additional needs beyond purchase of the software.

Community Development Supervisor Peters answered in the affirmative, saying that another reason they decided to go with Smart Gov was that it's totally cloud-based and would allow building inspectors to

upload directly to the cloud as well as reduce their dependence on Yakima IT to take care of the data storage needs for that database. He noted that they don't intend to sever ties from Vision Software on the financial side, as the Clerk/Treasurer was completely happy with it.

Council Member Carlson wondered about the cost of the current software and whether they would be eliminating it or if it would be all inclusive on the financial side.

Community Development Supervisor Peters replied that it would be eliminating six thousand from the Planning budget and replacing it with an increase to thirteen thousand, while getting several key features their current software doesn't provide.

Council Member Bell moved, and Council Member Wickenhagen seconded, to Approve the Resolution Authorizing the Mayor to Enter into a Contract with Dude Solutions, Inc. for the Purchase of Their SmartGov Permitting Software and Submit for Reimbursement under the CARES Act. Roll was called: Council Member Wickenhagen – yes; Council Member Matson – yes; Council Member Vargas – yes; Council Member Peterson – yes; Council Member Bell – yes; Council Member Carlson – yes. By voice vote, approval was unanimous.

2. Resolution declaring Police Service Shotgun Surplus and Authorizing Disposition of the Same as Additional Consideration for Service Provided

Deputy Police Chief Steen addressed N – 2. He said that it's been a tradition to surplus a firearm to the outgoing retiring officer, and with Police Chief Hayes retiring recently they would like to surplus the shotgun he carried while on duty.

Council Member Carlson took a minute to publicly express his appreciation to Police Chief Hayes for his time and effort in the community and for his dedication, adding that he's a phenomenal human being and a fantastic Chief, and would be missed in the community.

Council Member Bell questioned that it appears as though they are surplusing two weapons.

Deputy Police Chief Steen replied that they were only surplusing the shotgun he carried.

Council Member Bell stated that the sidearm was not included.

Council Member Bell moved to Approve the Resolution declaring Police Service Shotgun Surplus and Authorizing Disposition of the Same as Additional Consideration for Service Provided.

Deputy Police Chief Steen agreed that the sidearm wasn't included.

Council Member Bell echoed Council Member Carlson's comments, saying that Chief Hayes would be missed and has done a fantastic job for the City.

Council Member Wickenhagen asked City Attorney Case if there was any issue with the gifting of public resources.

City Attorney Case answered that in this scenario, not to his knowledge.

City Administrator Wayman noted that they did the same for Officer Valencia when he retired.

Council Member Peterson seconded the motion.

Council Member Peterson pointed out a discrepancy in section two where it says 'transfer the pistol' when it should say shotgun, and wondered if there was a format issue with the Resolution as written.

City Attorney Case replied that there are three typos in total that need correction: the last whereas references a pistol, as does section two, and in section two it says 'retiring chief Hayes in a retirement'.

Council Member Bell moved, and Council Member Peterson seconded, to Approve the Resolution declaring Police Service Shotgun Surplus and Authorizing Disposition of the Same as Additional Consideration for Service Provided, as Amended by Attorney Case. Roll was called: Council Member Wickenhagen – yes; Council Member Matson – yes; Council Member Vargas – yes; Council Member Peterson – yes; Council Member Bell – yes; Council Member Carlson – yes. By voice vote, approval was unanimous.

O. Ordinances

1. Ordinance Amending Section 8.70.020 of the Selah Municipal Code, "Parking Prohibited on Certain Streets", Providing for Severability; and Establishing an Effective Date

Public Works Director Henne addressed N – 1. He said that this Ordinance amends Section 8.70.020 for prohibited parking on certain streets, and they wish to add West Goodlander Road from North First Street to Lander to prohibit parking on the newly widened street, and the Police Department requested the addition of Friday Point Place off of Dwinell Drive to facilitate their effort to prohibit certain activities from taking place up there.

Council Member Carlson remarked that they paid for a security gate for that exact purpose at Lookout Point to avoid these problems and wondered it had solved the problem.

Public Works Director Henne answered that it had not, and that the gate had been rendered inoperable at least three times. He went on to say that Friday Point Place has six lots on it, and with development up there and residential applications for new homes in the future they would eliminate the gate.

Council Member Carlson asked if the gate was going away.

Public Works Director Henne replied that it is.

City Administrator Wayman commented that they were looking at current development plans up there, adding that the gate isn't up at present due to damage, and with construction up there they had no reason to put it back up. He said that they would be leaving it down while development is going on with a recommendation to the Friday Point Homeowners association that they install a gate connected to the electrical grid.

Council Member Carlson inquired if it would be their cost to cover it.

City Administrator Wayman responded in the affirmative.

Council Member Vargas asked if consideration was being given to lights or other deterrents in that area, adding that when she rides her bike up there that is just a small piece of the area where people are gathering and throwing glass and graffiti.

City Administrator Wayman answered that they did install a light simultaneously with the gate, and that while further lights may be necessary in future but the developer would be placing those.

Council Member Vargas inquired about the end of Lookout Point Drive.

City Administrator Wayman sked if she meant towards the water tower.

Council Member Vargas replied in the affirmative.

City Administrator Wayman said that they haven't looked to put one out there but could certainly consider doing so.

Council Member Bell wondered about the lack of fiscal impact shown, adding that he believes signs are around a hundred dollars each.

Public Works Director Henne replied that they have a number of no parking signs and poles in stock.

Council Member Bell wondered how many signs they would need.

Public Works Director Henne responded that it would be less than ten.

Council Member Peterson inquired as to a standard or guidelines for when they designate an area as no parking, like some kind of standard for traffic count and lane width, or was it primarily done because of complaints.

Public Works Director Henne answered that complaints are most heavily weighted component of that, but also the hazard of cars parking half on the street and half on the sidewalk on Goodlander, and reducing the unsavory types parking up on Friday Point Place now that the Yakima Health District has lifted the thirty year moratorium in that area and approving on-site septic systems called mound systems for four homes in that area.

City Administrator Wayman commented that Lookout Point is a law enforcement issue, with people who don't live there going up there, the drug issues, harassing residents there, and littering, while West Goodlander is about safety and maintaining the sidewalk just put in.

Council Member Peterson found it difficult to see where they did and did not have no parking when reading the Ordinance, adding that there are places listed as no parking areas in the Ordinance that he

didn't see signed to indicate as such, giving both Jim Clements Way and South Fifth Street as examples of what he meant. He expressed concern over the difficulty in following the Ordinance and suggested cleaning it up to make it easier and more consistently addressed and requested that they be more proactive in getting signage up to uniformly enforce the Ordinance.

Public Works Director Henne remarked that he remembered South Fifth Street, as that was the first time he revised the Ordinance and put up signs based on complaints to the City when the apartments were built down there. He went on to say that on Jim Clements Way, if there was someone parking there in middle of the travel lane that could be handled under another section of Ordinance where parking can be enforced if it's a traffic hazard, which he supposed could have also been done on West Goodlander Road. He commented that sometimes what seems like a no brainer just isn't, as some places are residentially zoned and you can park alongside a residential street, so they revise the Ordinance to single those out based on complaints and the need to enforce access or parking.

Community Development Supervisor Peters added that one of the things they look at with dead end roads and turnarounds is the need for fire apparatus to turn around, and as the Fire Code prohibits people from parking in those turnarounds, that would be another reason why it's required to be signed.

Council Member Carlson remarked that his understanding was that Goodlander would be enforced similar to Jim Clements as a safety issue.

Public Works Director Henne responded that it could be, but when he came to Council two years ago to prohibit parking on East Goodlander due to parking during ballgames, they had to go out and put up signs and post to take care of the problem.

Council Member Carlson asked if they could cite people without the signs in place.

Public Works Director Henne answered in the negative.

Council Member Carlson said that he was having a hard time understanding why they couldn't enforce East Goodlander Road.

Public Works Director Henne replied that some was done, but it was difficult to enforce when people were parking off road or partially on the road, and there were other associated problems as well.

Council Member Carlson pointed out that while they were being asked to amend the Ordinance at no additional cost, there would be a cost for signs at some point.

Public Works Director Henne responded that he would amend the AIS to five hundred to one thousand dollars for signage, adding that it was just out of pocket expenses and not including labor.

Council Member Wickenhagen moved to Approve the Ordinance Amending Section 8.70.020 of the Selah Municipal Code, "Parking Prohibited on Certain Streets", Providing for Severability; and Establishing an Effective Date.

Mayor Raymond asked if he was adding in costs.

Public Works Director Henne answered in the negative.

City Administrator Wayman commented that they could include it in next year's budget.

Public Works Director Henne added that they would still be doing the work this year, as it's a safety issue that can't wait.

Member Bell seconded the motion. Roll was called: Council Member Wickenhagen – yes; Council Member Matson – yes; Council Member Vargas – yes; Council Member Peterson – yes; Council Member Bell – yes; Council Member Carlson – yes. By voice vote, approval was unanimous.

2. Ordinance Amending the 2020 Budget for Legal Services

Clerk/Treasurer Novobielski addressed N – 2. He said that an amendment for a thousand dollars per month, starting in September, was approved for the contract for legal services for City Attorney Case at the last Council Meeting, and this Ordinance increases the budget for that four thousand dollars, showing the distribution between the operating funds paying for legal services. He asked for approval.

Council Member Carlson stated that after the last vote he did some homework on the vote they took and came across RCW 35a.12.100, saying that about halfway down in the RCW is a section regarding the duties of the Mayor regarding a tiebreaking vote. He read aloud the pertinent section, adding that the way he read the RCW the Mayor was not allowed to break a tie on anything regarding the payment of money, which means the vote did not pass.

Mayor City requested that Administrator Wayman or City Attorney Case address the matter.

City Administrator Wayman responded that he would have to research the RCW and get back to them with an opinion on that.

Council Member Carlson moved to not approve the Ordinance at this time until they get a resolution on that specific RCW.

Mayor Raymond declared that they would table the discussion.

Executive Assistant Lake asked City Attorney Case for clarification regarding the tabling of the issue.

City Attorney Case opined that a motion to not take action is not valid, adding that if no one moved to approve O-2 they could move on without taking action on it.

Council Member Carlson withdrew his motion.

City Administrator Wayman remarked that they would have to see if the City has accepted this RCW and added it to their Municipal Code.

P. Public Appearances **None**

Q. Reports/Announcements

1. Departments

Deputy Police Chief Steen said that the Police Department was still functioning and expressed his thanks for them having faith in him and keeping him around to do interim work.

Public Works Director Henne said that the West Goodlander Road project was substantially complete, with just a few items to be done on the punch list; the tennis courts have had the south four courts resurfaced and are needing outlines applied, while the north courts are moving along; and the Taylor Ditch project has started back up after some delays in acquiring equipment.

Council Member Peterson asked how the City managed the windstorm the previous day, adding that he was one of those without power for fourteen to sixteen hours.

Public Works Director Henne replied that a few trees went down, and they hired a contractor to deal with a power pole on South First Street that broke off and fell against the Pacific Power pole.

Community Development Supervisor Peters said that the Planning and Building departments have been fairly busy with projects such as getting Lince School open with a temporary certificate of occupancy to allow teachers to go in and do online classes with students at home while the contractor works on a number of conditions of approval the project can be finalized; meeting with the contractor for John Campbell to go over demolition plans, who is working on acquiring the right of way for the SEPA conditions as well as clearing and hauling stuff off the site; working with Public Works on getting plans reviewed and back to developers for two long plats and one Planned Development developers are getting ready to submit, and working with Public Works to get plans reviewed and back to them, and working with Gregg Dohrn on amendments to the Comprehensive Plan.

Human Resources Manager Potter said that this was his last Council Meeting as Zoom administrator, and that Recreation Manager Morales was with him being trained to run logistics from behind the scenes. He remarked that he sent out the City Council applications today for review only, and that Community Development Supervisor Peters has already verified their addresses. He noted that he has requested confirmations that the applicants were still interested in participating, and that Council needed to decide on a time and date for a study session to conduct for interviews.

City Administrator Wayman remarked that they were looking at a study session prior to the next Council Meeting, followed by an executive session to determine who they want for the position. He said that there are eight applicants, and they would like to give each one twenty minutes, recommending that they start the study session at 3pm with enough time for a break to consider the applications, then make the determination to seat a new council member during the Council Meeting.

Council Member Carlson wondered if they would be able to have interviews in person.

City Administrator Wayman replied that it would be done as they did for the last replacement.

Council Member Carlson asked if the City of Yakima did an in person meeting recently.

City Administrator Wayman didn't know.

Human Resources Manager Potter commented that their city manager interviews were held via Zoom.

Council Member Carlson thought they did them in person.

Human Resources Manager Potter stated that they held those meetings via Zoom.

Council Member Peterson commented that their next Council Meeting would be in the middle of his jury duty term, so he won't know until that day whether he would be late or available for the meeting.

City Administrator Wayman inquired as to what time he thought he might be available that day.

Council Member Peterson replied that he really had no idea, since jury trials have been suspended since March and they would be the first jury group since March. He added that City Attorney Case might have a better guess of what jury trials would look like the second half of September.

City Administrator Wayman recommended rolling it to the first meeting in October if Council Member Peterson wasn't sure he would be available.

Council Member Carlson stated that he likely won't be available for the first meeting in October and suggested holding interviews at the next meeting if they have a quorum.

Mayor Raymond asked Council Member Peterson if that was his first week of jury duty.

Council Member Peterson answered that it would be his second week, and that there's a good possibility that it would be like any other day.

Council Member Carlson moved, and Council Member Wickenhagen seconded, to have a Study Session at 3pm at the next Council Meeting. By a show of hands, approval was unanimous.

Human Resources Manager Potter Deputy read aloud a brief report from Deputy Fire Chief Lange which thanked the community for their support and generosity and provided an update on the Evans Canyon Fire.

City Attorney Case said that in the future, if a Council Member has an issue regarding a statute, he would ask that it be submitted to him personally, and that if they have questions about executive sessions please to please copy him in the emails.

2. Council Members

Council Member Wickenhagen gave kudos to the community for the support showed with the vandalism done to vehicles, saying that it was amazing to see how Selah operates when someone needs something.

Council Member Peterson echoed Council Member Wickenhagen's sentiment about how the City pulls together for not only police and fire, but through yesterday's windstorm with a lot of schedules and things turned upside down. He went on to say that he lost power at three and got it back at eight that morning, and there were still power crews out working at noon. He thanked all those people who are behind the scenes most of the time and give them the conveniences they take for granted.

Council Member Bell had no report.

Council Member Vargas said that as they are coming up on selecting the next Council Member, she requested that an email concerning potential violations for executive sessions she sent would be looked into and guidance given to Council to make sure they aren't in violation.

City Administrator Wayman asked who she sent it to.

Council Member Vargas replied that she sent it to the Mayor and copied it to Council.

Mayor Raymond responded that she would look at it and get back to her.

Council Member Carlson reiterated Council Member Wickenhagen's comments, saying that he was grateful for the firefighters and the sleepless nights they put in. He remarked that there was a lot of lack of information because there wasn't a lot to share, and the alerts to the entire Yakima County caused fear even in Zillah. H expressed appreciation for the fire crews statewide, locally, and regionally, as well as their police force, and echoed the appreciation for Chief Hayes and the outstanding work he did for their community.

Council Member Matson had no report.

3. City Administrator

City Administrator Wayman said that a five-person panel consisting of himself; Yakima Police Captain Jay Seely; former Council Member and retired State Trooper John Tierney; Bill Harris; and Council Member Cliff Peterson screened applicants and selected Daniel Christman as the new Police Chief, to start between October 1 and October 15 pending a background investigation, lie detector test and reference check. He added that Mr. Christman was currently working at the CJTC and prior to that was a Police Commander in Sunnyside, and that the Mayor sat in on the interviews and she concurred with the unanimous board choice. He stated that Zack Schab is the new Recreation Manager as Ms. Morales has taken on the job of Public Records Specialist, and they would be putting out an announcement to fill the Recreation Coordinator position soon. He went on to say that Human Resources Manager Potter was leaving after doing a great job, and that they were happy to help him get his master's degree in public administration through San Diego State, making him the only Selah employee to date who has gotten through the program. He commented that they would be preparing packages of the potential council candidates to review by Council.

Executive Assistant Lake noted that Human Resources Manager Potter had emailed Council the applications earlier that day.

4. Boards

a. Lodging Tax Advisory Committee Minutes – April 27, 2020

5. Mayor

Mayor Raymond said that she was proud to be the Mayor of a community that pulls together in tough times.

R. Executive Session **None**

S. Adjournment

Council Member Bell moved, and Council Member Peterson seconded, that the meeting be adjourned. By a show of hands, approval was unanimous.

The meeting adjourned at 7:06pm.

Sherry Raymond, Mayor

Roger Bell, Council Member

Russell Carlson, Council Member

Jacquie Matson, Council Member

Kevin Wickenhagen, Council Member

Clifford Peterson, Council Member

Suzanne Vargas, Council Member

ATTEST:

Dale E. Novobielski, Clerk/Treasurer

CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY

Council Meeting	Action Item
9/22/2020	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
9/22/2020	N – 1

Title: Resolution authorizing the Mayor to sign a "Police Chief Employment Contract" with Daniel V. Christman

From: Donald Wayman, City Administrator

Action Requested: Approval

Staff Recommendation: Approval of the Resolution

Fiscal Impact: None. Annual salary will be set at $112,500. This figure is the previous Chief's salary when longevity pay was applied.

Funding Source: 001 Current Expense

Background / Findings & Facts: Mr. Christman was the unanimous choice of a Selection committee formed at the direction of the Mayor. The Mayor accepted the Committee recommendation and directed the Staff to negotiate an employment agreement and conduct an appropriate background investigation. Daniel Christman comes to Selah with an impressive law enforcement resume and universal praise as a superior leader, manager and law enforcement professional.

Recommended Motion: Approval of Resolution authorizing the Mayor to sign an employment agreement with Daniel Christman for the Chief of Police position.

CITY OF SELAH, WASHINGTON
RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE MAYOR TO SIGN A "POLICE CHIEF EMPLOYMENT CONTRACT" WITH DANIEL V. CHRISTMAN

WHEREAS, the City's position of Police Chief is currently vacant;

WHEREAS, the City solicited applications from potentially-interested applicants, and in response to such solicitation the City received application materials from multiple applicants;

WHEREAS, a five-member panel consisting of City personnel and also members of the public was appointed to conduct interviews of applicants and to make a recommendation to the Mayor as to which applicant should be selected for potential hire, such panel conducted such interviews and thereafter unanimously recommended to the Mayor that Daniel V. Christman be selected for potential hire, and the Mayor considered such recommendation and ultimately agreed with the panel's selection of Mr. Christman;

WHEREAS, the position was conditionally offered to Mr. Christman and Mr. Christman conditionally accepted the position, subject to agreement upon specific terms of employment to be specified within a written employment contract and also subject to other applicable pre-hire processes such as a standard background investigation and a standard psychological evaluation;

WHEREAS, the background investigation has been completed and revealed no obstacles to hiring Mr. Christman, and the psychological evaluation will occur after the City Council might authorize the Mayor to sign and enter into a contract with Mr. Christman but prior to such contract taking force and effect; and

WHEREAS, the parties have reached an information agreement on the provisions of a written "Police Chief Employment Contract", and a copy of such proposed contract was presented on or about September 18, 2020, to each member of the City Council for review and preparation for a vote by the City Council as to whether to authorize the Mayor to sign and enter into such contract on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor be authorized to sign and enter into the "Police Chief Employment Contract" in the form previously presented to the City Council, and further that City staff be authorized to make non-substantive corrections or additions to this Resolution immediately prior to its execution by the Mayor to correct any typographical errors that might exist.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 22nd day of September, 2020.

_____
Sherry Raymond, Mayor

ATTEST:

_____
Dale Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:

_____
D. R. (Rob) Case, City Attorney

RESOLUTION NO. _____

POLICE CHIEF EMPLOYMENT CONTRACT

This Police Chief Employment Contract (hereinafter "Contract") is made and entered into by and between the City of Selah, a Washington municipal corporation (hereinafter "City"), and Daniel V. Christman (hereinafter "Employee"), on this____day of _____, 2020.

WHEREAS, the City desires to employ Employee as its Police Chief and Employee has agreed to serve in this capacity.

THEREFORE, in consideration of the terms and conditions of this Contract, the parties agree as follows:

1. Duties and Responsibilities

1.1 Title. Effective October 15, 2020, the City will employ Employee as its Police Chief. Employee hereby accepts such employment upon the terms and conditions set forth in this Contract.

1.2 Duties. Employee shall have, and agrees to perform in good faith and to the best of his ability, the duties and responsibilities of Police Chief consistent with the laws of the State of Washington and the ordinances and policies of the City. Under the general direction of the City Administrator, Employee shall manage, administer, and direct the Selah Police Department's functions and operations, including but not limited to: administering Department contracts, organizing and planning on a timely basis the annual Department budget in conjunction with other City Departments and the City Administrator, maintaining open communications with the community, promoting responsive and courteous public service, and performing other legally permissible and proper functions as are appropriate to the office of Police Chief.

1.3 Devotion of Time and Effort. Employee shall devote his full time, energies, interests, and abilities to the performance of the duties and responsibilities of Police Chief and shall not engage in activities that conflict with or interfere with his performance of such duties and responsibilities. So long as Employee remains employed by the City, Employee agrees to remain in the exclusive employ of the City and shall neither accept other employment nor become employed by any other person or entity, provided that Employee may engage in occasional teaching and/or consulting on Employee's own time with advance approval of the City Administrator.

1.4 Work Schedule. The typical minimum work week shall be approximately 40 hours, plus any additional work time reasonably required to discharge the duties and

responsibilities of the office of Police Chief. When Employee devotes a great deal of time outside of normal office hours on business for the City, Employee shall be allowed to establish an appropriate work schedule that allows for time away from the office during normal office hours.

2. At-Will Employment

Employee shall be employed for an indefinite term commencing October 15, 2020. Employee's employment with the City is "at-will" and may therefore be terminated at any time by the City or Employee on a "without cause" basis or on a "with cause" basis (as defined in paragraphs 6.1 and 6.2 below).

3. Compensation

3.1 Base Annual Salary. As compensation to Employee for services rendered to the City as its Police Chief, upon hire Employee shall be paid an initial base annual salary of One Hundred and Twelve Thousand and Five Hundred Dollars ($112,500.00) gross, payable in accordance with the City's regular payroll periods and procedures and subject to all withholdings and deductions required by law. Employee shall be eligible for annual pay scale step increases based on satisfactory performance in accordance with City policy. The position of Police Chief is exempt from overtime under state and federal law and Employee therefore shall not be eligible for overtime pay or compensatory time. Employee shall be eligible to receive the same cost-of-living adjustment that appliesto the City's other management-level non-represented City employees, as determined annually by the City Council.

3.2 Retirement. Employee's position qualifies him for membership in the Washington State LEOFF retirement program and the City shall make all required employer contributions to the LEOFF retirement system, as required by law.

3.3 Moving/Temporary Housing Reimbursement. The City shall reimburse Employee up to Seven Thousand Dollars ($7,000.00) in moving and/or temporary housing expenses incurred by Employee in order to perform services under this Contract. Expenses must be incurred and submitted for reimbursement to the City within Employee's first six (6) months of employment. Payment shall be made upon receipt by the City of documentation that the expenses have been incurred and are deemed reasonable.

3.4 Expenses. The City agrees to reimburse Employee for reasonable and necessary expenses incurred for the benefit of the City in accordance with City policy.

3.5 Professional Development. The City shall budget and pay for the professional dues and subscriptions of Employee for his continuation and full participation in state, local and

national associations and organizations necessary for his continued professional participation, growth and advancement to better serve the interests of the City. The City further recognizes the value of having Employee participate in and be directly involved in local civic clubs or organizations. Accordingly, the City shall pay for reasonable membership fees and dues to enable Employee to become an active member in local civic clubs and organizations.

4. Benefits

4.1 Health and Other Insurance. Employee is eligible to participate in the City's health and other insurance benefits on the same terms as those benefits are provided to other management-level non-represented City employees.

4.2 Vacation. Upon hire, Employee shall be allotted eighty (80) hours of accrued vacation. Thereafter, Employee shall accrue vacation on the same terms as other management-level non-represented City employees.

4.3 Sick Leave. Upon hire, Employee shall be allotted eighty (80) hours of sick leave. Thereafter, Employee shall accrue sick leave on the same terms as other management-level non-represented City employees.

4.4 Holidays and Other Paid/Unpaid Leave. Employee shall receive holiday leave and other paid/unpaid leave benefits as the City may provide from time to time on the same terms as those benefits are provided to other management-level non-represented City employees.

4.5 Life Insurance. During Employee's employment, the City shall pay the premium for a term life insurance policy for the face-value benefit of One Hundred Thousand Dollars ($100,000). Employee shall name the beneficiary(ies) of said term life insurance.

4.6 Police Vehicle. Employee shall have the use of a Police Department vehicle. In the event Employee uses his own vehicle for City business, the City shall reimburse Employee for mileage in accordance with City policy.

4.7 Mobile Phone. The City shall provide Employee with a mobile phone for use in accordance with City policy.

4.8 Other City Benefits and Policies. Employee will receive other benefits provided by, and be subject to any obligations included in, applicable City policies as may from time-to-time be adopted or amended by the City; provided that no such policy will be

applicable to the extent that it conflicts with a term of this Contract.

5. Performance Standards and Evaluation

Employee will be evaluated on his job performance and satisfaction of established goals and objectives after roughly six (6) months of employment and also roughly annually thereafter or when otherwise deemed appropriate by the City Administrator.

6. Termination

6.1 Termination on a "Without Cause" Basis; Possible Severance Payment. The City may at any time, in its unlimited and continuing discretion, terminate Employee's employment on a "without cause" basis at any time by providing written notice to Employee. In such event, the City will pay Employee his then-applicable base salary earned through his final day of employment (on a gross basis, and thus subject to all withholdings and deductions required by law) and the City will also pay Employee the cash-out value of his then-existing accrued but unused vacation (also on a gross basis, and thus also subject to all withholdings and deductions required by law). In the event the City effectuates a without cause termination on or after April 14, 2021 (which is, or is roughly, six months after Employee's date of hire) but earlier than October 14, 2026 (which is, or is roughly, six years after Employee's date of hire), the City will also pay Employee six (6) months of Employee's then-applicable base salary as severance pay (again on a gross basis, and thus again subject to all withholdings and deductions as required by law) if and only if and in exchange for Employee agreeing to, signing and not revoking a Separation Agreement and Release of Claims in a form and substance acceptable to the City.

6.2 Termination on a "For Cause" Basis. The City may at any time terminate Employee's employment on a "for cause" basis by providing written notice to Employee. "Cause" is defined to include any or all of the following acts or omissions by Employee: (i) dishonesty related to his employment; (ii) commission of negligence, recklessness or intentionality that results in financial or reputational harm to the City; (iii) failure to follow a lawful directive from the Mayor or City Administrator; (iv) failure to perform his duties and responsibilities under this Contract (provided that whenever the failure is curable, Employee was given notice and a reasonable opportunity to cure the alleged failure yet failed to cure the failure); (v) commission of a felony or crime of moral turpitude; or (vi) willful violation of City policy or other willful misconduct. In such event, the City will pay Employee his then-applicable base salary earned through the date of termination (on a gross basis, and thus subject to all withholdings and deductions required by law) and the City will also pay Employee the cash-out value of his then-existing accrued but unused vacation (also on a gross basis, and thus also subject to all withholdings and deductions required by law). By contrast, Employee shall not be entitled to receive any severance pay.

6.3 Resignation/Retirement. Employee may at any time, in his unlimited and continuing discretion, resign and relinquish his employment by providing written notice to the City Administrator. In such event, the City will pay Employee his then-applicable base salary earned through his final day of employment (on a gross basis, and thus subject to all withholdings and deductions required by law). Moreover, the City will also pay Employee the cash-out value of his then-existing accrued but unused vacation (also on a gross basis, and thus also subject to all withholdings and deductions required by law) if and only if and in exchange for Employee providing such notice to the City Administrator at least thirty (30) calendar days prior to Employee's effective resignation date (or by such other lesser deadline as the City Administrator may agree to), otherwise such gross cash-out payment to Employee shall be reduced by the number of days/hours that Employee would have been expected to work during the thirty-day period immediately following the latter of the date that Employee actually provided such notice or his effective resignation date. By contrast, Employee shall not be entitled to receive any severance pay.

6.4 Disability; Death. The City may terminate Employee's employment due to any permanent or temporary disability or incapacity that renders Employee unable to fully perform his duties and responsibilities for a cumulative or successive duration of six (6) months during any 12-month period (and not necessarily judged on a calendar-year basis) by providing written notice to Employee or to a proper agent of Employee. Employee's employment shall be deemed automatically terminated upon Employee's death. In the event of termination of Employee's employment on either basis, the City will pay Employee or his estate Employee's then-applicable base salary earned through his final day of employment (on a gross basis, and thus subject to all withholdings and deductions required by law) and the City will also pay Employee or his estate the cash-out value of Employee's then-existing accrued but unused vacation (also on a gross basis, and thus also subject to all withholdings and deductions required by law). By contrast, neither Employee nor his estate shall be entitled to receive any severance payment.

7. Integration/Entire Agreement

This Contract constitutes the entire agreement between the parties and supersedes all prior oral or written negotiations, offers, agreements, or understandings between the parties with respect to the subject matter of this Contract. No waiver, alteration, or modification of any of the provisions of this Contract will be binding unless in writing and signed by duly authorized representatives of the parties. To the extent that any provision of this Contract conflicts with any provision of any City policy or rule, the provisions of this Contract shall prevail and control. By contrast, to the extent that any provision of this Contract conflicts with any provision of now-existing law including now-existing City code and ordinances, the provisions of now-existing law and now-existing City code and

ordinances shall prevail and control. If any provision of this Contract is held to be unenforceable, such provision shall be treated as automatically modified so as to be enforceable and the other provisions of this Contract shall remain in full force and effect without modification.

8. Other Terms and Conditions

8.1 Any notice to the City under this Contract shall be furnished in physical written form by Employee to the City Administrator. Any notice to Employee under this Contract shall be furnished in physical written form by the City to Employee. All such notices must be sent by first-class mail with postage prepaid or delivered in person (but a duplicate may be sent via email, provided that such emailed-duplicate shall not constitute or be effective on its own as original notice).

8.2 The City Administrator may at any time, in his unlimited and continuing discretion, establish, promulgate, and impose any new or clarified lawful policy or rule as to Employee's duties and responsibilities or Employee's performance by providing notice to Employee, provided that such policies and rules are not inconsistent with or in conflict with the provisions of this Contract, then-applicable City code or ordinances, or any other then-applicable law.

8.3 All now-existing or later-existing provisions of City code, City ordinances, City regulations, City policies and rules shall apply to and for Employee to the same extent that such apply to other employees of the City, except as may be specifically otherwise stated in this Contract.

8.4 This Contract shall be interpreted, construed, and enforce according to the internal laws of the State of Washington (not including any choice-of-law or conflict-of-law laws).

8.5 All captions and section headings used in this Contract are for convenience only and do not alter the substantive effect of any provision of this Contract.

8.6 No waiver by either party of any breach or violation by either party of the provisions of this Contract shall be deemed a waiver of any subsequent breach or violation.

9. Counterparts

This Contract may be executed in counterparts, and each counterpart will have the same force and effect as an original and will constitute an effective, binding agreement on the part of each party.

IN WITNESS WHEREOF, the undersigned have executed this Contract on the dates indicated below.

CITY OF SELAH ("City"):

_____
Sherry Raymond, Mayor

Dated:_____

ATTEST:

_____
Dale Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:

_____
Rob Case, City Attorney

DANIEL V. CHRISTMAN ("Employee"):

_____
Daniel V. Christman

Dated: _____

CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY

Council Meeting	Action Item
9/22/2020	N – 2

Title: Resolution Authorizing the Mayor to Sign An Updated Section 125 Cafeteria Plan.

From: Dale Novobielski, Clerk/Treasurer

Action Requested: Approval

Staff Recommendation: Approval

Fiscal Impact: The City and employees will continue to save payroll fringe benefit costs (Social Security) and the employee will have reduced Federal Income Tax on eligible voluntary insurance coverage paid by the employee.

Funding Source: n/a

Background / Findings & Facts: In accordance with the Internal Revenue Code (IRC) the City is required to maintain a Section 125 Cafeteria Plan in order to receive exemption from taxes on eligible voluntary insurance coverage

Recommended Motion: I move to approve the Resolution authorizing the Mayor to sign an updated Section 125 Cafeteria Plan.

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:
9/24/2019	Resolution Authorizing the Mayor to Sign An Updated Section 125 Cafeteria Plan

CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY

10/9/2018	Resolution Authorizing the Mayor to Sign An Updated Section 125 Cafeteria Plan
11/28/2017	Resolution Authorizing the Mayor to Sign An Updated Section 125 Cafeteria Plan
11/8/2016	Resolution Authorizing the Mayor to Sign An Updated Section 125 Cafeteria Plan
12/8/2015	Resolution Authorizing the Mayor to Sign An Updated Section 125 Cafeteria Plan
9/23/2014	Resolution Authorizing the Mayor to Sign An Updated Section 125 Cafeteria Plan

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN UPDATED SECTION 125 CAFETERIA PLAN

WHEREAS, the City of Selah wishes to continue to provide its employees with a Section 125 Cafeteria plan for health and disability premiums;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor be authorized to sign an updated Section 125 Cafeteria Plan and that the employees be provided with a copy of the summary description of the Plan in the form of the Summary Plan Description, attached hereto.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 22nd day of September 2020.

_____
Sherry Raymond, Mayor

ATTEST:

_____
Dale E. Novobielski, Clerk Treasurer

APPROVED AS TO FORM:

_____
Rob Case, City Attorney

ADOPTING RESOLUTION

The undersigned authorized representative of City of Selah (the Employer) hereby certifies that the following resolutions were duly adopted by the Employer on _____, and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, that the form of amended Cafeteria Plan effective October 1st, 2020, presented to this meeting is hereby approved and adopted and that an authorized representative of the Employer is hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Plan.

The undersigned further certifies that attached hereto as Exhibits A and B, respectively, are true copies of City of Selah Premium Only Plan Document as amended and restated, and the Summary Plan Description approved and adopted in the foregoing resolutions.

Date: _____

Signed: _____

_____
[print name/title]

IN WITNESS WHEREOF, this Plan document is hereby executed this _____ day of _____.

City of Selah

By _____
EMPLOYER

CITY OF SELAH
PREMIUM ONLY PLAN DOCUMENT

AND ALL SUPPORTING FORMS HAVE BEEN PRODUCED FOR

NORTHWEST MARKETING RESOURCES, INC.

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CITY OF SELAH
PREMIUM ONLY PLAN DOCUMENT

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CITY OF SELAH
PREMIUM ONLY PLAN DOCUMENT

INTRODUCTION

The Employer has amended this Plan effective October 1st, 2020, to recognize the contribution made to the Employer by its Employees. Its purpose is to reward them by providing benefits for those Employees who shall qualify hereunder and their Dependents and beneficiaries. The concept of this Plan is to allow Employees to choose among different types of benefits based on their own particular goals, desires and needs. This Plan is a restatement of a Plan which was originally effective on October 1st, 2004. The Plan shall be known as City of Selah Premium Only Plan Document (the "Plan").

The intention of the Employer is that the Plan qualify as a "Cafeteria Plan" within the meaning of Section 125 of the Internal Revenue Code of 1986, as amended, and that the benefits which an Employee elects to receive under the Plan be excludable from the Employee's income under Section 125(a) and other applicable sections of the Internal Revenue Code of 1986, as amended.

ARTICLE I
DEFINITIONS

1.1 **"Administrator"** means the Employer unless another person or entity has been designated by the Employer pursuant to Section 7.1 to administer the Plan on behalf of the Employer. If the Employer is the Administrator, the Employer may appoint any person, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.

1.2 **"Affiliated Employer"** means the Employer and any corporation which is a member of a controlled group of corporations (as defined in Code Section 414(b)) which includes the Employer; any trade or business (whether or not incorporated) which is under common control (as defined in Code Section 414(c)) with the Employer; any organization (whether or not incorporated) which is a member of an affiliated service group (as defined in Code Section 414(m)) which includes the Employer; and any other entity required to be aggregated with the Employer pursuant to Treasury regulations under Code Section 414(o).

1.3 **"Benefit"** or **"Benefit Options"** means any of the optional benefit choices available to a Participant as outlined in Section 4.1.

1.4 **"Cafeteria Plan Benefit Dollars"** means the amount available to Participants to purchase Benefit Options as provided under Section 4.1. Each dollar contributed to this Plan shall be converted into one Cafeteria Plan Benefit Dollar.

1.5 **"Code"** means the Internal Revenue Code of 1986, as amended or replaced from time to time.

1.6 **"Compensation"** means the amounts received by the Participant from the Employer during a Plan Year.

1.7 **"Dependent"** means any individual who qualifies as a dependent under an Insurance Contract for purposes of coverage under that Contract only under Code Section 152 (as modified by Code Section 105(b)).

"Dependent" shall include any Child of a Participant who is covered under an Insurance Contract, as defined in the Contract, or as allowed by reason of the Affordable Care Act.

1.8 **"Effective Date"** means October 1st, 2004.

1.9 **"Election Period"** means the period immediately preceding the beginning of each Plan Year established by the Administrator, such period to be applied on a uniform and nondiscriminatory basis for all Employees and Participants. However, an Employee's initial Election Period shall be determined pursuant to Section 5.1.

1.10 **"Eligible Employee"** means any Employee who has satisfied the provisions of Section 2.1.

An individual shall not be an "Eligible Employee" if such individual is not reported on the payroll records of the Employer as a common law employee. In particular, it is expressly intended that individuals not treated as common law employees by the Employer on its payroll records are not "Eligible Employees" and are excluded from Plan participation even if a court or administrative agency determines that such individuals are common law employees and not independent contractors.

1.11 **"Employee"** means any person who is employed by the Employer. The term Employee shall include leased employees within the meaning of Code Section 414(n)(2).

1.12 **"Employer"** means City of Selah and any successor which shall maintain this Plan; and any predecessor which has maintained this Plan. In addition, where appropriate, the term Employer shall include any Participating, Affiliated or Adopting Employer.

1.13 **"ERISA"** means the Employee Retirement Income Security Act of 1974, as amended from time to time.

1.14 **"Insurance Contract"** means any contract issued by an Insurer underwriting a Benefit.

1.15 **"Insurer"** means any insurance company that underwrites a Benefit under this Plan.

1.16 **"Participant"** means any Eligible Employee who elects to become a Participant pursuant to Section 2.3 and has not for any reason become ineligible to participate further in the Plan.

1.17 **"Plan"** means this instrument, including all amendments thereto.

1.18 **"Plan Year"** means the 12-month period beginning October 1st and ending September 30th. The Plan Year shall be the coverage period for the Benefits provided for under this Plan. In the event a Participant commences participation during a Plan Year, then the initial coverage period shall be that portion of the Plan Year commencing on such Participant's date of entry and ending on the last day of such Plan Year.

1.19 **"Premium Expenses"** or **"Premiums"** mean the Participant's cost for the Benefits described in Section 4.1.

1.20 **"Salary Redirection"** means the contributions made by the Employer on behalf of Participants pursuant to Section 3.1. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article V.

1.21 **"Salary Redirection Agreement"** means an agreement between the Participant and the Employer under which the Participant agrees to reduce his Compensation or to forego all or part of the increases in such Compensation and to have such amounts contributed by the Employer to the Plan on the Participant's behalf. The Salary Redirection Agreement shall apply only to Compensation that has not been actually or constructively received by the Participant as of the date of the agreement (after taking this Plan and Code Section 125 into account) and, subsequently does not become currently available to the Participant.

1.22 **"Spouse"** means spouse as determined under Federal law.

ARTICLE II
PARTICIPATION

2.1 ELIGIBILITY

Any Eligible Employee shall be eligible to participate hereunder as of the date he satisfies the eligibility conditions for the Employer's group medical plan, the provisions of which are specifically incorporated herein by reference. However, any Eligible Employee who was a Participant in the Plan on the effective date of this amendment shall continue to be eligible to participate in the Plan.

2.2 EFFECTIVE DATE OF PARTICIPATION

An Eligible Employee shall become a Participant effective as of the entry date under the Employer's group medical plan, the provisions of which are specifically incorporated herein by reference.

2.3 APPLICATION TO PARTICIPATE

An Employee who is eligible to participate in this Plan shall, during the applicable Election Period, complete an application to participate in a manner set forth by the Administrator. The election shall be irrevocable until the end of the applicable Plan Year unless the Participant is entitled to change his Benefit elections pursuant to Section 5.4 hereof.

An Eligible Employee shall also be required to complete a Salary Redirection Agreement during the Election Period for the Plan Year during which he wishes to participate in this Plan. Any such Salary Redirection Agreement shall be effective for the first pay period beginning on or after the Employee's effective date of participation pursuant to Section 2.2.

2.4 TERMINATION OF PARTICIPATION

A Participant shall no longer participate in this Plan upon the occurrence of any of the following events:

(a) **Termination of employment.** The Participant's termination of employment, subject to the provisions of Section 2.5;

(b) **Death.** The Participant's death; or

(c) **Termination of the plan.** The termination of this Plan, subject to the provisions of Section 8.2.

2.5 TERMINATION OF EMPLOYMENT

If a Participant's employment with the Employer is terminated for any reason other than death, his participation in the Benefit Options provided under Section 4.1 shall cease, subject to the Participant's right to continue coverage under any Insurance Contract for which premiums have already been paid.

ARTICLE III
CONTRIBUTIONS TO THE PLAN

3.1 SALARY REDIRECTION

Benefits under the Plan shall be financed by Salary Redirections sufficient to support Benefits that a Participant has elected hereunder and to pay the Participant's Premium Expenses. The salary administration program of the Employer shall be revised to allow each Participant to agree to reduce his pay during a Plan Year by an amount determined necessary to purchase the elected Benefit Options. The amount of such Salary Redirection shall be specified in the Salary Redirection Agreement and shall be applicable for a Plan Year. Notwithstanding the above, for new Participants, the Salary Redirection Agreement shall only be applicable from the first day of the pay period following the Employee's entry date up to and including the last day of the Plan Year. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article IV.

Any Salary Redirection shall be determined prior to the beginning of a Plan Year (subject to initial elections pursuant to Section 5.1) and prior to the end of the Election Period and shall be irrevocable for such Plan Year. However, a Participant may revoke a Benefit election or a Salary Redirection Agreement after the Plan Year has commenced and make a new election with respect to the remainder of the Plan Year, if both the revocation and the new election are on account of and consistent with a change in status and such other permitted events as determined under Article V of the Plan and consistent with the rules and regulations of the Department of the Treasury. Salary Redirection amounts shall be contributed on a pro rata basis for each pay period during the Plan Year. All individual Salary Redirection Agreements are deemed to be part of this Plan and incorporated by reference hereunder.

3.2 APPLICATION OF CONTRIBUTIONS

As soon as reasonably practical after each payroll period, the Employer shall apply the Salary Redirection to provide the Benefits elected by the affected Participants.

3.3 PERIODIC CONTRIBUTIONS

Notwithstanding the requirement provided above and in other Articles of this Plan that Salary Redirections be contributed to the Plan by the Employer on behalf of an Employee on a level and pro rata basis for each payroll period, the Employer and Administrator may implement a procedure in which Salary Redirections are contributed throughout the Plan Year on a periodic basis that is not pro rata for each payroll period.

ARTICLE IV
BENEFITS

4.1 BENEFIT OPTIONS

Each Participant may elect any one or more of the following optional Benefits:

(1) Health Insurance Benefit

(2) Dental Insurance Benefit

(3) Disability Insurance Benefit

(4) Cancer Insurance Benefit

(5) Vision Insurance Benefit

4.2 HEALTH INSURANCE BENEFIT

(a) **Coverage for Participant and Dependents.** Each Participant may elect to be covered under a health Insurance Contract for the Participant, his or her Spouse, and his or her Dependents.

(b) **Employer selects contracts.** The Employer may select suitable health Insurance Contracts for use in providing this health insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such health Insurance Contract shall be determined therefrom, and such Insurance Contract shall be incorporated herein by reference.

4.3 DENTAL INSURANCE BENEFIT

(a) **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's dental Insurance Contract. In addition, the Participant may elect either individual or family coverage under such Insurance Contract.

(b) **Employer selects contracts.** The Employer may select suitable dental Insurance Contracts for use in providing this dental insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such dental Insurance Contract shall be determined therefrom, and such dental Insurance Contract shall be incorporated herein by reference.

4.4 DISABILITY INSURANCE BENEFIT

(a) **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's disability Insurance Contract.

(b) **Long term and/or short term coverage selected by Employer.** The Employer may select suitable disability Insurance Contracts for use in providing this disability Benefit. The disability Insurance Contracts may provide for long-term or short-term coverage.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the Benefits payable from such disability Insurance Contract shall be determined therefrom, and such disability Insurance Contract shall be incorporated herein by reference.

4.5 CANCER INSURANCE BENEFIT

(a) **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's cancer Insurance Contract. In addition, the Participant may elect either individual or family coverage.

(b) **Employer selects contracts.** The Employer may select suitable cancer Insurance Contracts for use in providing this cancer insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such cancer Insurance Contract shall be determined therefrom, and such cancer Insurance Contract shall be incorporated herein by reference.

4.6 VISION INSURANCE BENEFIT

(a) **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's vision Insurance Contract. In addition, the Participant may elect either individual or family coverage.

(b) **Employer selects contracts.** The Employer may select suitable vision Insurance Contracts for use in providing this vision insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such vision Insurance Contract shall be determined therefrom, and such vision Insurance Contract shall be incorporated herein by reference.

4.7 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Plan to provide benefits to a classification of employees which the Secretary of the Treasury finds not to be discriminatory in favor of the group in whose favor discrimination may not occur under Code Section 125.

(b) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to a group of employees in whose favor discrimination may not occur in violation of Code Section 125, it may, but shall not be required to, reject any election or reduce contributions or non-taxable Benefits in order to assure compliance with the Code and regulations. Any act taken by the Administrator shall be carried out in a uniform and nondiscriminatory manner. With respect to any affected Participant who has had Benefits reduced pursuant to this Section, the reduction shall be made proportionately among insured Benefits.

ARTICLE V
PARTICIPANT ELECTIONS

5.1 INITIAL ELECTIONS

An Employee who meets the eligibility requirements of Section 2.1 on the first day of, or during, a Plan Year may elect to participate in this Plan for all or the remainder of such Plan Year, provided he elects to do so on or before his effective date of participation pursuant to Section 2.2.

5.2 SUBSEQUENT ANNUAL ELECTIONS

During the Election Period prior to each subsequent Plan Year, each Participant shall be given the opportunity to elect, on an election of benefits form to be provided by the Administrator, which Benefit options he wishes to select. Any such election shall be effective for any Benefit expenses incurred during the Plan Year which follows the end of the Election Period. With regard to subsequent annual elections, the following options shall apply:

(a) A Participant or Employee who failed to initially elect to participate may elect different or new Benefits under the Plan during the Election Period;

(b) A Participant may terminate his participation in the Plan by notifying the Administrator in writing during the Election Period that he does not want to participate in the Plan for the next Plan Year;

(c) An Employee who elects not to participate for the Plan Year following the Election Period will have to wait until the next Election Period before again electing to participate in the Plan, except as provided for in Section 5.4.

5.3 FAILURE TO ELECT

With regard to Benefits available under the Plan for which Premium Expenses apply, any Participant who fails to complete a new benefit election form pursuant to Section 5.2 by the end of the applicable Election Period shall be deemed to have made the same Benefit elections as are then in effect for the current Plan Year. The Participant shall also be deemed to have elected Salary Redirection in an amount necessary to purchase such Benefit options.

5.4 CHANGE IN STATUS

(a) **Change in status defined.** Any Participant may change a Benefit election after the Plan Year (to which such election relates) has commenced and make new elections with respect to the remainder of such Plan Year if, under the facts and circumstances, the changes are necessitated by and are consistent with a change in status which is acceptable under rules and regulations adopted by the Department of the Treasury, the provisions of which are incorporated by reference. Notwithstanding anything herein to the contrary, if the rules and regulations conflict, then such rules and regulations shall control.

In general, a change in election is not consistent if the change in status is the Participant's divorce, annulment or legal separation from a Spouse, the death of a Spouse or Dependent, or a Dependent ceasing to satisfy the eligibility requirements for coverage, and the Participant's election under the Plan is to cancel accident or health insurance coverage for any individual other than the one involved in such event. In addition, if the Participant, Spouse or Dependent gains or loses eligibility for coverage, then a Participant's election under the Plan to cease or decrease coverage for that individual under the Plan corresponds with that change in status only if coverage for that individual becomes applicable or is increased under the family member plan.

Regardless of the consistency requirement, if the individual, the individual's Spouse, or Dependent becomes eligible for continuation coverage under the Employer's group health plan as provided in Code Section 4980B or any similar state law, then the individual may elect to increase payments under this Plan in order to pay for the continuation coverage. However, this does not apply for COBRA eligibility due to divorce, annulment or legal separation.

Any new election shall be effective at such time as the Administrator shall prescribe, but not earlier than the first pay period beginning after the election form is completed and returned to the Administrator. For the purposes of this subsection, a change in status shall only include the following events or other events permitted by Treasury regulations:

(1) Legal Marital Status: events that change a Participant's legal marital status, including marriage, divorce, death of a Spouse, legal separation or annulment;

(2) Number of Dependents: Events that change a Participant's number of Dependents, including birth, adoption, placement for adoption, or death of a Dependent;

(3) Employment Status: Any of the following events that change the employment status of the Participant, Spouse, or Dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, or a change in worksite. In addition, if the eligibility conditions of this Plan or other employee benefit plan of the Employer of the Participant, Spouse, or Dependent depend on the employment status of that individual and

there is a change in that individual's employment status with the consequence that the individual becomes (or ceases to be) eligible under the plan, then that change constitutes a change in employment under this subsection;

(4) Dependent satisfies or ceases to satisfy the eligibility requirements: An event that causes the Participant's Dependent to satisfy or cease to satisfy the requirements for coverage due to attainment of age, student status, or any similar circumstance; and

(5) Residency: A change in the place of residence of the Participant, Spouse or Dependent, that would lead to a change in status (such as a loss of HMO coverage).

Notwithstanding anything in this Section to the contrary, the gain of eligibility or change in eligibility of a child, as allowed under Code Sections 105(b) and 106, and guidance thereunder, shall qualify as a change in status.

(b) **Special enrollment rights.** Notwithstanding subsection (a), the Participants may change an election for group health coverage during a Plan Year and make a new election that corresponds with the special enrollment rights provided in Code Section 9801(f), including those authorized under the provisions of the Children's Health Insurance Program Reauthorization Act of 2009 (SCHIP); provided that such Participant meets the sixty (60) day notice requirement imposed by Code Section 9801(f) (or such longer period as may be permitted by the Plan and communicated to Participants). Such change shall take place on a prospective basis, unless otherwise required by Code Section 9801(f) to be retroactive.

(c) **Qualified Medical Support Order.** Notwithstanding subsection (a), in the event of a judgment, decree, or order (including approval of a property settlement) ("order") resulting from a divorce, legal separation, annulment, or change in legal custody which requires accident or health coverage for a Participant's child (including a foster child who is a Dependent of the Participant):

(1) The Plan may change an election to provide coverage for the child if the order requires coverage under the Participant's plan; or

(2) The Participant shall be permitted to change an election to cancel coverage for the child if the order requires the former Spouse to provide coverage for such child, under that individual's plan and such coverage is actually provided.

(d) **Medicare or Medicaid.** Notwithstanding subsection (a), a Participant may change elections to cancel accident or health coverage for the Participant or the Participant's Spouse or Dependent if the Participant or the Participant's Spouse or Dependent is enrolled in the accident or health coverage of the Employer and becomes entitled to coverage (i.e., enrolled) under Part A or Part B of the Title XVIII of the Social Security Act (Medicare) or Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under Section 1928 of the Social Security Act (the program for distribution of pediatric vaccines). If the Participant or the Participant's Spouse or Dependent who has been entitled to Medicaid or Medicare coverage loses eligibility, that individual may prospectively elect coverage under the Plan if a benefit package option under the Plan provides similar coverage.

(e) **Cost increase or decrease.** If the cost of a Benefit provided under the Plan increases or decreases during a Plan Year, then the Plan shall automatically increase or decrease, as the case may be, the Salary Redirections of all affected Participants for such Benefit. Alternatively, if the cost of a benefit package option increases significantly, the Administrator shall permit the affected Participants to either make corresponding changes in their payments or revoke their elections and, in lieu thereof, receive on a prospective basis coverage under another benefit package option with similar coverage, or drop coverage prospectively if there is no benefit package option with similar coverage.

A cost increase or decrease refers to an increase or decrease in the amount of elective contributions under the Plan, whether resulting from an action taken by the Participants or an action taken by the Employer.

(f) **Loss of coverage.** If the coverage under a Benefit is significantly curtailed or ceases during a Plan Year, affected Participants may revoke their elections of such Benefit and, in lieu thereof, elect to receive on a prospective basis coverage under another plan with similar coverage, or drop coverage prospectively if no similar coverage is offered.

(g) **Addition of a new benefit.** If, during the period of coverage, a new benefit package option or other coverage option is added, an existing benefit package option is significantly improved, or an existing benefit package option or other coverage option is eliminated, then the affected Participants may elect the newly-added option, or elect another option if an option has been eliminated prospectively and make corresponding election changes with respect to other benefit package options providing similar coverage. In addition, those Eligible Employees who are not participating in the Plan may opt to become Participants and elect the new or newly improved benefit package option.

(h) **Loss of coverage under certain other plans.** A Participant may make a prospective election change to add group health coverage for the Participant, the Participant's Spouse or Dependent if such individual loses group health coverage sponsored by a governmental or educational institution, including a state children's health insurance program under the Social Security Act, the Indian Health Service or a health program offered by an Indian tribal government, a state health benefits risk pool, or a foreign government group health plan.

(i) **Change of coverage due to change under certain other plans.** A Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of a Spouse's, former Spouse's or Dependent's employer if (1) the cafeteria plan or other benefits plan of the Spouse's, former Spouse's or Dependent's employer permits its participants to make a change; or (2) the cafeteria plan permits participants to make an election for a period of coverage that is different from the period of coverage under the cafeteria plan of a Spouse's, former Spouse's or Dependent's employer.

(j) **Changes due to reduction in hours or enrollment in an Exchange Plan.** A Participant may prospectively revoke coverage under the group health plan (that is not a health Flexible Spending Account) which provides minimum essential coverage (as defined in Code §5000A(f)(1)) provided the following conditions are met:

Conditions for revocation due to reduction in hours of service:

(1) The Participant has been reasonably expected to average at least 30 hours of service per week and there is a change in that Participant's status so that the Participant will reasonably be expected to average less than 30 hours of service per week after the change, even if that reduction does not result in the Participant ceasing to be eligible under the group health plan; and

(2) The revocation of coverage under the group health plan corresponds to the intended enrollment of the Participant, and any related individuals who cease coverage due to the revocation, in another plan that provides minimum essential coverage with the new coverage effective no later than the first day of the second month following the month that includes the date the original coverage is revoked.

The Administrator may rely on the reasonable representation of the Participant who is reasonably expected to have an average of less than 30 hours of service per week for future periods that the Participant and related individuals have enrolled or intend to enroll in another plan that provides minimum essential coverage for new coverage that is effective no later than the first day of the second month following the month that includes the date the original coverage is revoked.

Conditions for revocation due to enrollment in a Qualified Health Plan:

(1) The Participant is eligible for a Special Enrollment Period to enroll in a Qualified Health Plan through a Marketplace (federal or state exchange) pursuant to guidance issued by the Department of Health and Human Services and any other applicable guidance, or the Participant seeks to enroll in a Qualified Health Plan through a Marketplace during the Marketplace's annual open enrollment period; and

(2) The revocation of the election of coverage under the group health plan corresponds to the intended enrollment of the Participant and any related individuals who cease coverage due to the revocation in a Qualified Health Plan through a Marketplace for new coverage that is effective beginning no later than the day immediately following the last day of the original coverage that is revoked.

The Administrator may rely on the reasonable representation of a Participant who has an enrollment opportunity for a Qualified Health Plan through a Marketplace that the Participant and related individuals have enrolled or intend to enroll in a Qualified Health Plan for new coverage that is effective beginning no later than the day immediately following the last day of the original coverage that is revoked.

ARTICLE VI
BENEFITS AND RIGHTS

6.1 CLAIM FOR BENEFITS

(a) **Insurance claims.** Any claim for Benefits underwritten by Insurance Contract(s) shall be made to the Insurer. If the Insurer denies any claim, the Participant or beneficiary shall follow the Insurer's claims review procedure.

ARTICLE VII
ADMINISTRATION

7.1 PLAN ADMINISTRATION

The Employer shall be the Administrator, unless the Employer elects otherwise. The Employer may appoint any person, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing acceptance in writing (or such other form as acceptable to both parties) with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.

If the Employer elects, the Employer shall appoint one or more Administrators. Any person, including, but not limited to, the Employees of the Employer, shall be eligible to serve as an Administrator. Any person so appointed shall signify acceptance by filing acceptance in writing (or such other form as acceptable to both parties) with the Employer. An Administrator may resign by delivering a

resignation in writing (or such other form as acceptable to both parties) to the Employer or be removed by the Employer by delivery of notice of removal (in writing or such other form as acceptable to both parties), to take effect at a date specified therein, or upon delivery to the Administrator if no date is specified. The Employer shall be empowered to appoint and remove the Administrator from time to time as it deems necessary for the proper administration of the Plan to ensure that the Plan is being operated for the exclusive benefit of the Employees entitled to participate in the Plan in accordance with the terms of the Plan and the Code.

The operation of the Plan shall be under the supervision of the Administrator. It shall be a principal duty of the Administrator to see that the Plan is carried out in accordance with its terms, and for the exclusive benefit of Employees entitled to participate in the Plan. The Administrator shall have full power and discretion to administer the Plan in all of its details and determine all questions arising in connection with the administration, interpretation, and application of the Plan. The Administrator may establish procedures, correct any defect, supply any information, or reconciles any inconsistency in such manner and to such extent as shall be deemed necessary or advisable to carry out the purpose of the Plan. The Administrator shall have all powers necessary or appropriate to accomplish the Administrator's duties under the Plan. The Administrator shall be charged with the duties of the general administration of the Plan as set forth under the Plan, including, but not limited to, in addition to all other powers provided by this Plan:

(a) To make and enforce such procedures, rules and regulations as the Administrator deems necessary or proper for the efficient administration of the Plan;

(b) To interpret the provisions of the Plan, the Administrator's interpretations thereof in good faith to be final and conclusive on all persons claiming benefits by operation of the Plan;

(c) To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan and to receive benefits provided by operation of the Plan;

(d) To reject elections or to limit contributions or Benefits for certain highly compensated participants if it deems such to be desirable in order to avoid discrimination under the Plan in violation of applicable provisions of the Code;

(e) To provide Employees with a reasonable notification of their benefits available by operation of the Plan and to assist any Participant regarding the Participant's rights, benefits or elections under the Plan;

(f) To keep and maintain the Plan documents and all other records pertaining to and necessary for the administration of the Plan;

(g) To appoint such agents, counsel, accountants, consultants, and other persons or entities as may be required to assist in administering the Plan.

Any procedure, discretionary act, interpretation or construction taken by the Administrator shall be done in a nondiscriminatory manner based upon uniform principles consistently applied and shall be consistent with the intent that the Plan shall continue to comply with the terms of Code Section 125 and the Treasury regulations thereunder.

7.2 EXAMINATION OF RECORDS

The Administrator shall make available to each Participant, Eligible Employee and any other Employee of the Employer such records as pertain to their interest under the Plan for examination at reasonable times during normal business hours.

7.3 PAYMENT OF EXPENSES

Any reasonable administrative expenses shall be paid by the Employer unless the Employer determines that administrative costs shall be borne by the Participants under the Plan or by any Trust Fund which may be established hereunder. The Administrator may impose reasonable conditions for payments, provided that such conditions shall not discriminate in favor of highly compensated employees.

7.4 INSURANCE CONTROL CLAUSE

In the event of a conflict between the terms of this Plan and the terms of an Insurance Contract of an independent third party Insurer whose product is then being used in conjunction with this Plan, the terms of the Insurance Contract shall control as to those Participants receiving coverage under such Insurance Contract. For this purpose, the Insurance Contract shall control in defining the persons eligible for insurance, the dates of their eligibility, the conditions which must be satisfied to become insured, if any, the benefits Participants are entitled to and the circumstances under which insurance terminates.

7.5 INDEMNIFICATION OF ADMINISTRATOR

The Employer agrees to indemnify and to defend to the fullest extent permitted by law any Employee serving as the Administrator or as a member of a committee designated as Administrator (including any Employee or former Employee who previously served as Administrator or as a member of such committee) against all liabilities, damages, costs and expenses (including attorney's fees and amounts paid in settlement of any claims approved by the Employer) occasioned by any act or omission to act in connection with the Plan, if such act or omission is in good faith.

ARTICLE VIII
AMENDMENT OR TERMINATION OF PLAN

8.1 AMENDMENT

The Employer, at any time or from time to time, may amend any or all of the provisions of the Plan without the consent of any Employee or Participant. No amendment shall have the effect of modifying any benefit election of any Participant in effect at the time of such amendment, unless such amendment is made to comply with Federal, state or local laws, statutes or regulations.

8.2 TERMINATION

The Employer reserves the right to terminate this Plan, in whole or in part, at any time. In the event the Plan is terminated, no further contributions shall be made. Benefits under any Insurance Contract shall be paid in accordance with the terms of the Insurance Contract.

ARTICLE IX
MISCELLANEOUS

9.1 PLAN INTERPRETATION

All provisions of this Plan shall be interpreted and applied in a uniform, nondiscriminatory manner. This Plan shall be read in its entirety and not severed except as provided in Section 9.12.

9.2 GENDER, NUMBER AND TENSE

Wherever any words are used herein in one gender, they shall be construed as though they were also used in all genders in all cases where they would so apply; whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply; and whenever any words are used herein in the past or present tense, they shall be construed as though they were also used in the other form in all cases where they would so apply.

9.3 WRITTEN DOCUMENT

This Plan, in conjunction with any separate written document which may be required by law, is intended to satisfy the written Plan requirement of Code Section 125 and any Treasury regulations thereunder relating to cafeteria plans.

9.4 EXCLUSIVE BENEFIT

This Plan shall be maintained for the exclusive benefit of the Employees who participate in the Plan.

9.5 PARTICIPANT'S RIGHTS

This Plan shall not be deemed to constitute an employment contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon him as a Participant of this Plan.

9.6 ACTION BY THE EMPLOYER

Whenever the Employer under the terms of the Plan is permitted or required to do or perform any act or matter or thing, it shall be done and performed by a person duly authorized by its legally constituted authority.

9.7 EMPLOYER'S PROTECTIVE CLAUSES

(a) **Insurance purchase.** Upon the failure of either the Participant or the Employer to obtain the insurance contemplated by this Plan (whether as a result of negligence, gross neglect or otherwise), the Participant's Benefits shall be limited to the insurance premium(s), if any, that remained unpaid for the period in question and the actual insurance proceeds, if any, received by the Employer or the Participant as a result of the Participant's claim.

(b) **Validity of insurance contract.** The Employer shall not be responsible for the validity of any Insurance Contract issued hereunder or for the failure on the part of the Insurer to make payments provided for under any Insurance Contract. Once insurance is applied for or obtained, the Employer shall not be liable for any loss which may result from the failure to pay Premiums to the extent Premium notices are not received by the Employer.

9.8 NO GUARANTEE OF TAX CONSEQUENCES

Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under the Plan will be excludable from the Participant's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant. It shall be the obligation of each Participant to determine whether each payment under the Plan is excludable from the Participant's gross income for federal and state income tax purposes, and to notify the Employer if the Participant has reason to believe that any such payment is not so excludable. Notwithstanding the foregoing, the rights of Participants under this Plan shall be legally enforceable.

9.9 INDEMNIFICATION OF EMPLOYER BY PARTICIPANTS

If any Participant receives one or more payments or reimbursements under the Plan that are not for a permitted Benefit, such Participant shall indemnify and reimburse the Employer for any liability it may incur for failure to withhold federal or state income tax or Social Security tax from such payments or reimbursements. However, such indemnification and reimbursement shall not exceed the amount of additional federal and state income tax (plus any penalties) that the Participant would have owed if the payments or reimbursements had been made to the Participant as regular cash compensation, plus the Participant's share of any Social Security tax that would have been paid on such compensation, less any such additional income and Social Security tax actually paid by the Participant.

9.10 FUNDING

Unless otherwise required by law, contributions to the Plan need not be placed in trust or dedicated to a specific Benefit, but may instead be considered general assets of the Employer until the Premium Expense required under the Plan has been paid. Furthermore, and unless otherwise required by law, nothing herein shall be construed to require the Employer or the Administrator to maintain any fund or segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the Employer from which any payment under the Plan may be made.

9.11 GOVERNING LAW

This Plan is governed by the Code and the Treasury regulations issued thereunder (as they might be amended from time to time). In no event shall the Employer guarantee the favorable tax treatment sought by this Plan. To the extent not preempted by Federal law, the provisions of this Plan shall be construed, enforced and administered according to the laws of the State of Washington.

9.12 SEVERABILITY

If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provisions of the Plan, and the Plan shall be construed and enforced as if such provision had not been included herein.

9.13 CAPTIONS

The captions contained herein are inserted only as a matter of convenience and for reference, and in no way define, limit, enlarge or describe the scope or intent of the Plan, nor in any way shall affect the Plan or the construction of any provision thereof.

9.14 CONTINUATION OF COVERAGE (COBRA)

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan subject to the continuation coverage requirement of Code Section 4980B becomes unavailable, each Participant will be entitled to continuation coverage as prescribed in Code Section 4980B, and related regulations. This Section shall only apply if the Employer employs at least twenty (20) employees on more than 50% of its typical business days in the previous calendar year.

9.15 FAMILY AND MEDICAL LEAVE ACT (FMLA)

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan becomes subject to the requirements of the Family and Medical Leave Act and regulations thereunder, this Plan shall be operated in accordance with Regulation 1.125-3.

9.16 UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)

Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service shall be provided in accordance with the Uniform Services Employment And Reemployment Rights Act (USERRA) and the regulations thereunder.

IN WITNESS WHEREOF, this Plan document is hereby executed this _____ day of _____.

City of Selah

By _____
EMPLOYER

CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY

Council Meeting	Action Item
9/22/2020	N – 3

Title: Resolution Authorizing the Mayor to Sign an Amendment to the Coronavirus Relief Funds Interagency Agreement

From: Donald Wayman, City Administrator

Action Requested: Approval

Staff Recommendation: Approve Resolution.

Fiscal Impact: $ 119,475

Funding Source: An Indirect Federal Grant From the US Dept of the Treasury thru the WA State Dept of Commerce

Background / Findings & Facts: The City has been notified of an available increase in Coronavirus Relief funds for the public health emergency declared in March 2020.

Recommended Motion: I move to approve a Resolution authorizing the Mayor to sign an amendment to the Coronavirus Relief funds interagency agreement.

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:
8/11/2020	City Council authorized the Mayor to sign a Coronavirus Relief Funds Interagency Agreement with the Washington State Department of Commerce

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AMENDMENT TO THE CORONAVIRUS RELIEF FUNDS INTERAGENCY AGREEMENT

WHEREAS, the City of Selah has been notified of the availability of an additional $119,475.00 in Coronavirus Relief funds from the Washington State Department of Commerce;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor be authorized to sign an amendment to the Coronavirus Relief Funds Interagency Agreement increasing the contract amount to $ 358,425.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 22nd day of September 2020.

_____
Sherry Raymond, Mayor

ATTEST:

_____
Dale E. Novobielski, Clerk Treasurer

_____
Rob Case, City Attorney

Amendment

Contract Number: 20-6541C-316
Amendment Number: A

Washington State Department of Commerce
Local Government Division
Community Capital Facilities Unit
Coronavirus Relief Fund for Local Governments

1. Contractor City of Selah 115 W. Naches Ave SELAH, Washington 98942-1303	**2. Contractor Doing Business As (optional)**
3. Contractor Representative (only if updated) Donald Wayman City Administrator (509) 698-7333 donald.wayman@selahwa.gov	**4. COMMERCE Representative (only if updated)** Janet Eaton Project Manager (360) 725-3166 Fax 360-586-5880 janet.eaton@commerce.wa.gov PO Box 42525 1011 Plum St SE Olympia, WA 98504-2525

5. Original Contract Amount (and any previous amendments)	**6. Amendment Amount**	**7. New Contract Amount**
$238,950.00	$119,475.00	$358,425.00

8. Amendment Funding Source	**9. Amendment Start Date**	**10. Amendment End Date**
Federal: X State: Other: N/A:	Date of Execution	November 30, 2020

11. Federal Funds (as applicable):	**Federal Agency:**	**CFDA Number:**
$358,425.00	US Dept. of the Treasury	21.019

12. Amendment Purpose:
To provide additional funding for costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) during the period of March 1, 2020 thru November 30, 2020. Final invoices must be received by December 15, 2020.

COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract As Amended and attachments and have executed this Contract Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract As Amended are governed by this Contract Amendment and the following other documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget & Invoicing, Attachment "C" – A-19 Certification, Attachment "D" – A-19 Activity Report. A copy of this Contract Amendment shall be attached to and made a part of the original Contract between COMMERCE and the Contractor. Any reference in the original Contract to the "Contract" shall mean the "Contract as Amended".

FOR CONTRACTOR	**FOR COMMERCE**
Sherry Raymond, Mayor	Mark K. Barkley, Assistant Director, Local Government Div
Date	Date
	APPROVED AS TO FORM ONLY Sandra Adix Assistant Attorney General 3/20/2014 Date

Amendment

This Contract is **amended** as follows:

Contract amount has been increased by $119,475.00.

Contract end date has been extended from October 31, 2020 to November 30, 2020.

Final reimbursement request must be received by December 15, 2020.

ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT REMAIN IN FULL FORCE AND EFFECT.

CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY

Council Meeting	Action Item
9/22/2020	O – 1

Title: ORDINANCE AMENDING THE 2020 BUDGET FOR LEGAL SERVICES

From: Dale Novobielski, Clerk/Treasurer

Action Requested: Approval

Staff Recommendation: Approve Ordinance.

Fiscal Impact: $ 4,000

Funding Source: Fund 001 General $ 2,400, Fund 103 Fire Control $ 200, Fund 411 Water $ 400, Fund 415 Sewer $ 800 and Fund 420 Solid Waste $ 200.

Background / Findings & Facts: At the August 25, 2020 Council meeting an amendment was approved to the contract for legal services with D.R. (Rob) Case, accordingly a budget adjustment is appropriate.

Recommended Motion: I move to approve an Ordinance amending the 2020 Budget for legal services.

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:
8/25/2020	An amendment was approved to the contract for legal services with D.R. (Rob) Case.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE 2020 BUDGET FOR LEGAL SERVICES

WHEREAS, the City desires to approve an adjustment to the 2020 Budget for legal services;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, does ordain as follows: that the Clerk-Treasurer be authorized to amend the 2020 Budget as follows:

001 General			
Legal			
001.000.015.515.30.41.00	Professional Services	$	2,400
Non-Departmental			
001.000.999.508.80.00.00	New Ending Unreserved Fund Balance		556,236
103 Fire Control			
103.000.022.522.20.41.00	Professional Services	$	200
103.000.999.508.80.00.00	New Ending Unreserved Fund Balance	$	679,044
411 Water			
411.000.034.534.80.41.00	Professional Services	$	400
411.000.999.508.80.00.00	New Ending Unreserved Fund Balance	$	1,017,943
415 Sewer			
415.000.035.535.70.41.00	Professional Services	$	400
415.000.035.535.80.41.00	Professional Services		400
415.000.999.508.80.00.00	New Ending Unreserved Fund Balance	$	836,530
420 Solid Waste			
420.000.037.537.80.41.00	Professional Services	$	200
420.000.999.508.80.00.00	New Ending Unreserved Fund Balance		258,405

PASSED AND ORDAINED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 22nd day of September 2020.

_____
Sherry Raymond, Mayor

ATTEST:

_____
Dale E. Novobielski, Clerk-Treasurer

APPROVED AS TO FORM:

_____
Rob Case, City Attorney

CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY

Council Meeting	Action Item
9/22/2020	O – 2

Title: Ordinance Amending Ordinance 2090 Regarding the 2020 Base Salary and Wage Schedule for Management, Confidential, and Unrepresented Employees

From: Dale Novobielski, Clerk/Treasurer

Action Requested: Approval

Staff Recommendation: Approval.

Fiscal Impact: None

Funding Source: See attached information

Background / Findings & Facts: The change to the ordinance will reflect the monthly salary for the Police Chief which was approved by the City Council.

Recommended Motion: Move to approve the Ordinance as presented.

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:
9/22/2020	Resolution authorizing the Mayor to sign a "Police Chief Employment Contract" with Daniel V. Christman

ORDINANCE NO. _____

ORDINANCE AMENDING ORDINANCE 2090 REGARDING THE 2020 BASE SALARY AND WAGE SCHEDULE FOR MANAGEMENT, CONFIDENTIAL AND UNREPRESENTED EMPLOYEES

THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, desires to amend the "2020 Base Salary and Wage Schedule" for management, confidential and unrepresented employees, as follows:

FULL-TIME REGULAR	**MONTHLY SALARY (gross)**
Police Department	
Police Chief	$ ~~8,788~~ 9,375

The effective date of this Ordinance is October 1, 2020.

PASSED AND ORDAINED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 22nd day of September, 2020.

_____
Sherry Raymond, Mayor

ATTEST:

_____
Dale E. Novobielski, Clerk Treasurer

APPROVED AS TO FORM:

_____
Rob Case, City Attorney

Organization	Position	Population	Minimum salary	Maximum salary	Flat rate
City of Fife	Police Chief	10,200	$10,162.45	$14,188.33	
City of Gig Harbor	Police Chief	11,240	$10,969	$13,333	
City of Poulsbo	Police Chief	11,550	$11,321	$13,125	
City of Sumner	Police Chief	10,360	$10,261	$12,823	
City of Port Townsend	Police Chief	9,665	$8,972	$11,433	
City of Yelm	Police Chief	9,400	$9,282	$11,143	
City of Ridgefield	Police Chief	9,770	$8,360	$10,635	
City of Shelton	Police Chief	10,390	$7,862.83	$10,551.83	
City of DuPont	Police Chief	9,525	$8,147	$9,914	
City of Airway Heights	Police Chief	10,010	$7,965	$9,550	
City of Liberty Lake	Police Chief	11,500	$8,158	$9,187	
City of Toppenish	Police Chief	9,130	$6,696	$8,370	
City of Sedro-Woolley	Police Chief	11,890			$10,629
City of College Place	Police Chief	9,780			$9,465
City of Selah	Police Chief	8,035			$8,788