



SELAH CITY COUNCIL

5:30pm February 9, 2021

3:30pm Study Session -
Water System Plan Update



Selah City Council
Regular Meeting
Tuesday, February 9, 2021
5:30pm
Via Zoom

Mayor:
Mayor Pro Tem:
Council Members:

Sherry Raymond
Roger Bell
Russell Carlson
Jacquie Matson
Kevin Wickenhagen
Clifford Peterson
Suzanne Vargas
Michael Costello

CITY OF SELAH
115 West Naches Avenue
Selah, Washington 98942

City Administrator:
City Attorney:
Clerk/Treasurer:

Donald Wayman
Rob Case
Dale Novobielski

AGENDA

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

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. 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: January 26, 2021 Council Meeting and January 27, 2021 Council Retreat

Dale N. * 2. Approval of Claims & Payroll

L. Public Hearings **None**

M. General Business

1. New Business

Mayor Raymond a. Facilities Committee

2. Old Business **None**

N. Resolutions

Joe Henne * 1. Resolution Accepting the East Goodlander Road Improvements Project, STPUS-4710(001) as Complete

Donald Wayman 2. Resolution authorizing the Mayor to extend a contractual offer to D. R. (Rob) Case to become the City's full-time, directly-employed City Attorney and, if he accepts such offer, further authorizing the Mayor to sign and enter into an "Employment Contract" with him

Jeff Peters * 3. Resolution Authorizing the Mayor to Sign the Kilpatrick Outside Utility Agreement (OUA 21-001)

O. Ordinances

Dale Novobielski 1. Ordinance Amending the 2021 Budget For Miscellaneous Adjustments

P. Public Appearances **None**

Q. Reports/Announcements

1. Departments

2. Council Members

3. City Administrator

4. Boards

5. Mayor

R. Executive Session **None**

S. Adjournment

Next Regular Meeting February 23, 2021

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
2/9/2021 K – 1

Title: Approval of Minutes: January 26, 2021 Council Meeting and January 27, 2021 Council Retreat

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
January 26, 2021

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; Michael Costello
- Members Absent: None
- Staff Present: Donald Wayman, City Administrator; Rob Case, City Attorney; Dale Novobielski, Clerk/Treasurer; Dan Christman, Police Chief; Gary Hanna, Fire Chief; Jim Lange, Deputy Fire Chief; Joe Henne, Public Works Director; Jeff Peters, Community Development Supervisor; Ty Jones, Public Works Utility Supervisor; Zack Schab, Parks & Recreation Manager; Treesa Morales, Public Records Specialist; 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 Scott Ruark 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 talked about the SDA façade grant, saying that they were accepting applications for new projects to include items such as exterior rehabilitation, restoration, upgrades, awnings, and signage. She used Crave Coffee as an example of what could be done with the grant, noting that businesses who apply need to facing the public right of way in the SDA footprint, and that the grant is a reimbursement grant of fifty percent of costs up to ten thousand dollars. She stated that the application is available on their website, and applicants can email the application and supporting documents to selahdowntownassociation@gmail.com or drop them off at 8 North First Street by February 26, with the

winner to be announced mid- to late March. She asked those in attendance to share the information and let landlords know that it's available, and said that she is available every Wednesday from 8am to noon on Zoom to answer questions.

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

I. Communications

1. Oral

Mayor Raymond opened the Public Meeting, reminding those in attendance that the public comment form is available on the City's website and needs to be turned in by 4pm on the day of the Council Meeting.

City Attorney Case read aloud the rules of conduct as stated in the Agenda.

Executive Assistant Lake said that there were three comments submitted, two of which would not be read aloud.

From Daniel Callahan, Selah:

The city clearly has an unconstitutional code when it comes to signs on public property. It's in violation of both the state and national constitutions, as evident by multiple court cases. The council should have definitely changed it by now in order to comply with the first amendment. There has been ample time (over 5 years) and yet Selah still has a code that violates citizen's rights. I'd urge our council to consider this issue tonight in order to prevent any further first amendment violations.

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: January 12, 2021 Council Meeting

* 2. Approval of Claims and Payroll:

Payroll Checks Nos. 84001 – 84067 for a total of \$244,442.33

Claim Checks Nos. 75994; 75996 – 76063 for a total of \$499,252.35

Council Member Carlson moved, and Council Member Costello seconded, approval of the Consent Agenda as read. 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 Sign an Updated Ballot Drop Box Property Use Agreement

Clerk/Treasurer Novobielski addressed N – 1. He said that, as he mentioned last Council Meeting, County Auditor Charles Ross had approached him about putting in an outside drop box for elections, and after discussing the matter with the City Administrator and Mayor, he notified Mr. Ross that they were interested. He went on to say that the provided him with an updated property use agreement to locate an outside drop box at the bottom of the steps at the entrance to City Hall, where there is currently a trash receptacle.

Council Member Bell remarked that the information provided says that the amount paid by each city is proportionate, but Selah’s amount is two hundred fifty-three dollars while other cities are all less than that. He asked if it was based on the number of voters.

Clerk/Treasurer Novobielski replied that he did send in that question to the County Auditor a few weeks ago, and the response he received from Kathy Fisher was that the costs were determined based on the number of registered voters within each community, and as our number is higher, our cost is higher.

Council Member Bell responded that makes sense but he didn’t realize their number was that much higher than others.

Clerk/Treasurer Novobielski answered that in Selah they have a higher percentage of citizens taking advantage of that opportunity.

Council Member Bell moved, and Council Member Vargas seconded, to approve the Resolution Authorizing the Mayor to Sign an Updated Ballot Drop Box Property Use Agreement. 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 Costello – yes; Council Member Carlson – yes. By voice vote, approval was unanimous.

- 2. Resolution Authorizing the Mayor to Adopt Right-of-Way Procedures

Public Works Director Henne addressed N – 2. He said that he’s asking Council to authorize the Mayor to sign a Resolution for adoption of updated right of way procedures to be consistent with the local agency guidelines developed by the Washington State Department of Transportation, adding that the Public Works Department is responsible for acquisition on street right of way projects and they need to

have the procedures updated to reflect himself, the Mayor and the City Administrator as shown in the documents included with the packet.

Council Member Carlson observed that it lists Mayor Raymond specifically and wondered if that would need to be updated every time they get a new Mayor.

Public Works Director Henne responded in the affirmative.

Council Member Carlson asked if there was a way to make it more generic.

Public Works Director Henne answered in the negative, saying that they want the current Mayor listed. He noted that they did this a while back but these are new requirements, as the State has updated local agency guidelines.

Council Member Carlson inquired as to the last update.

Public Works Director Henne replied that it was probably almost six years ago.

Council Member Carlson wondered what was inspiring the change today, as the current Mayor has held her position for years.

Public Works Director Henne responded that they are adopting the current language for the Local Agency Guidelines manual and the Washington State Department of Transportation Right of Way Manual for property acquisition.

Council Member Carlson asked if it was updated recently.

Public Works Director Henne answered that he heard about it last summer and they need to get it done.

Council Member Carlson inquired if the Third Street project was the driving force behind this.

Public Works Director Henne replied in the affirmative.

Council Member Matson commented that she'd never seen anything like this document and wondered if Council had to approve any acquisitions given that it would be a real estate purchase.

Public Works Director Henne responded that City staff is authorized to provide offers, and if they exceed twenty-five thousand then they go through a different procedure, but Council has to authorize the expenditure of funds for acquisition.

Council Member Peterson clarified that although Third Street was the driving force, this is just to establish a procedure for right of way acquisition going forward, not specifically for that project.

Public Works Director Henne agreed.

Council Member Bell moved, and Council Member Matson seconded, to approve the Resolution Authorizing the Mayor to Adopt Right-of-Way Procedures. 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 Costello – yes; Council Member Carlson – yes. By voice vote, approval was unanimous.

O. Ordinances **None**

P. Public Appearances **None**

Q. Reports/Announcements

1. Departments

Police Chief Christman informed Council that they are moving forward with recruitment hiring, with testing at the end of the week for entry level officers and a sergeant's assessment scheduled for February 2. He hoped to have a new sergeant by mid-February.

Fire Chief Hanna said that the only thing he had to report was that they were currently working on several federal grants when not running calls.

Clerk/Treasurer Novobielski said that he had promised the Department Heads that he would have the year-end financials to them by tomorrow, and that Council should expect a budget adjustment at the first meeting in February for carryover in cash and investments by fund.

Community Development Supervisor Peters had no report.

Public Works Director Henne commented that it would snow that night and to be ready for it in the morning. He said that there were envelopes in the Council Members' boxes containing a thumb drive with the water system plan for them to review, which was also posted on the City's website, and that he planned to have a study session on February 9 to discuss the plan. He noted that he would be sending it to the Department of Health next week for a ninety-day review period, and also needed to inform them that they had a study session and adopted the policies and goals to keep moving on this and get it adopted and done.

Council Member Bell inquired as to what time the study session would be.

Public Works Director Henne responded that was up to the City Administrator.

City Administrator Wayman asked Council when they would like to have a study session, saying that staff recommends a 3:30pm study session, and he would like to get some agreement on a time before moving on.

Mayor Raymond requested a show of hands for who would be okay with a 3:30pm Study Session.

Council Member Bell asked if it would be a two-hour Study Session.

Public Works Director Henne answered in the affirmative and requested that Council Members pay particular attention to the financial aspects in the plan, such as putting money into the reserve fund and future rates.

Mayor Raymond stated that it looks like an agreement for 3:30pm.

City Attorney Case had no report.

2. Council Members

Council Member Peterson had no report.

Council Member Matson said that she attended her first Selah Chamber of Commerce meeting, and although she was late due to another meeting, found it to be a very interesting meeting. She added that she met with Brian Rafferty, the Selah Chamber President, yesterday and he filled her in with a lot of good information. She commented that they hope to have the Sip and Stroll in June and the Wine, Dine and Beyond later in the year.

Council Member Wickenhagen said that he met with Police Chief Christman and got a tour of the Police Station, which he hadn't been through before. He noted that tomorrow there would be a meeting of the Yakima Valley Tourism Committee, and he would have a report on that at the next meeting.

Council Member Costello had no report.

Council Member Bell had no report.

Council Member Carlson reminded everyone about the SDA façade grant for matching funds up to ten thousand dollars. He commented that they had discussed having a second representative from Council last time they talked and wondered if they had made a decision.

Mayor Raymond responded that there would not be two Council Members on the SDA board and Council Member Carlson would remain as the designee.

Council Member Vargas had no report.

3. City Administrator

City Administrator Wayman said that they have the Zoom Council Retreat tomorrow at 1pm, and he looked forward to talking to everyone tomorrow. He went on to say that the focus of the Retreat is spending priorities for the next ten to twenty years with regard to facilities and Public Works projects, as once they commit it becomes a long term commitment, and that they would try to present Council with enough information to start generating very focused ideas on where they should go to provide guidance to staff.

Council Member Carlson noted that Selah Community Days was officially cancelled for this year.

4. Boards **None**
5. Mayor

Mayor Raymond reminded Council to file their F-1 forms if they haven't done so yet, and to stop by City Hall to pick up the thumb drive for the water system plan and sign the documents in the red folder.

Council took a five-minute recess to allow those in attendance via Zoom to leave the meeting.

R. Executive Session

1. 45 Minute Session – Litigation RCW 42.30.110 (1)(i)

Council went into Executive Session at 6:05m. At 6:50pm, Council went back on the record. Mayor Raymond stated that they would be extending the Executive Session for an additional 15 minutes.

City Attorney Case noted that no decisions were made and no votes were taken during the Executive Session.

Council took a five-minute recess to allow those in attendance via Zoom to leave the meeting.

Council went back into Executive Session at 7:00pm. At 7:15pm, Council went back on the record. Mayor Raymond stated that no decisions were made and no votes were taken during the Executive Session.

Council Member Peterson moved, and Council Member Matson seconded, to grant the City Attorney the increased settlement authority, for the potential payment of money by the City, on the specific lawsuits that we just discussed in Executive Session and up to the maximum amount we just discussed in Executive Session. 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 Costello – yes, Council Member Carlson – yes. By voice vote, approval was unanimous.

Council Member Peterson moved, and Council Member Wickenhagen seconded, to waive the confidentiality provisions of Selah Municipal Code 1.06.060 as to the specific and singular topic of whether any vote occurred during the Executive Session that was held on July 14, 2020; (b) to authorize the City Attorney to disclose and file with the Superior Court the Declarations that he possesses that have been respectively signed by each attendee of such Executive Session and by other current councilmembers who did not attend such Executive Session; and (c) to not waive, and, by contrast, to instead uphold the City's attorney-client privilege as to all other topics that were addressed during such Executive Session or during any other meetings or communications between the City Attorney and representatives of the City. 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 Costello – yes, Council Member Carlson – yes. By voice vote, approval was unanimous.

S. Adjournment

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

The meeting adjourned at 7:19pm.

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:

Michael Costello, Council Member

Dale E. Novobielski, Clerk/Treasurer



Selah City Council Retreat
January 27, 2021
Held via Zoom
1:00 pm

1:00pm: Call To Order

Mayor Raymond welcomed the City Council and attendees then turned the meeting over to the City Administrator.

- Discuss financial capacity of City to support building and Public Works projects

City Administrator Wayman asked Council to consider endorsing a Resolution for staff to pursue whatever the Council decides to endorse, providing a PowerPoint review of the background of the Traho design for a City Hall/ Police Station, its benefits, and the options for the design, along with a review of sources for tax revenue, fund balances, debt capacity, property value history and methods of finance.

- Discuss future projects

City Administrator Wayman Don shared a map of Selah showing the area that is still outside City limits that they could enclose, which has water but needs the sewer line extended, then turned the discussion over to Ted Pooler.

Ted Pooler, HLA Engineering and Land Surveying, Inc., used a PowerPoint presentation to review complete development along Crusher Canyon Road. He talked about the two important documents for this process, the Water System Plan and the General Sewer Plan, which require concurrency with the Comprehensive Plan, noting that the growth rate used in those planning documents was one point two percent, while in the past couple years Selah has seen a growth rate closer to three point five percent. He went on to say that he reviewed systemwide growth at two percent, looked at how many homes could be built in Crusher Canyon, and compared that with past rates and the newer growth rate to determine its impact to water & sewer system over a twenty-year period of projected system growth.

- Open Discussion

City Administrator Wayman used PowerPoint to present Council with three options for discussion along with a recommendation from the Mayor and City staff.

Discussion followed on financials and debt capacity, whether to bring a measure to Selah voters for a decision on a City Hall/Police Station or focus on expansion of Public Works projects, reducing the scope of phasing projects, natural growth versus stimulated growth, potential State legislature that could affect the Selah Police Department as well as other jurisdictions, safety being a big factor for Selah along with their schools and the community, potentially using the Union Gap City Hall as a basis for Selah, water rights and the need to acquire them, interest rates and loan costs, the ability to pay loans, creating a committee to discuss the matter, and the need to finance the things that the City needs and to pay for some expansion to grow the tax base.

A committee would be appointed at the next Council Meeting.

5:00pm: Adjourn



City Council Decision Brief

Future Priorities

Purpose



- To review background regarding the proposed construction of a new city hall/police station.
- To review background on possible expansion of sewer collection and water systems.
- Understand the financial outlook and financial capacity of the City.
- Discuss methods of finance for potential projects.
- Review options the City Council may take in regard to these issues.
- Receive a recommendation from the Mayor.

Benefits of a New Facility



- Current City services are provided at three separate sites with limited access and space concerns.
- The current City Hall and Police Station were not purpose designed and therefore have multifaceted deficiencies ranging from space allocations to structural and functional failings.
- The City of Selah has experienced steady growth in all sectors and we expect that growth to continue in the future. This will require expanded city services and related facilities that can serve our residents in a modern, efficient and economical manner.

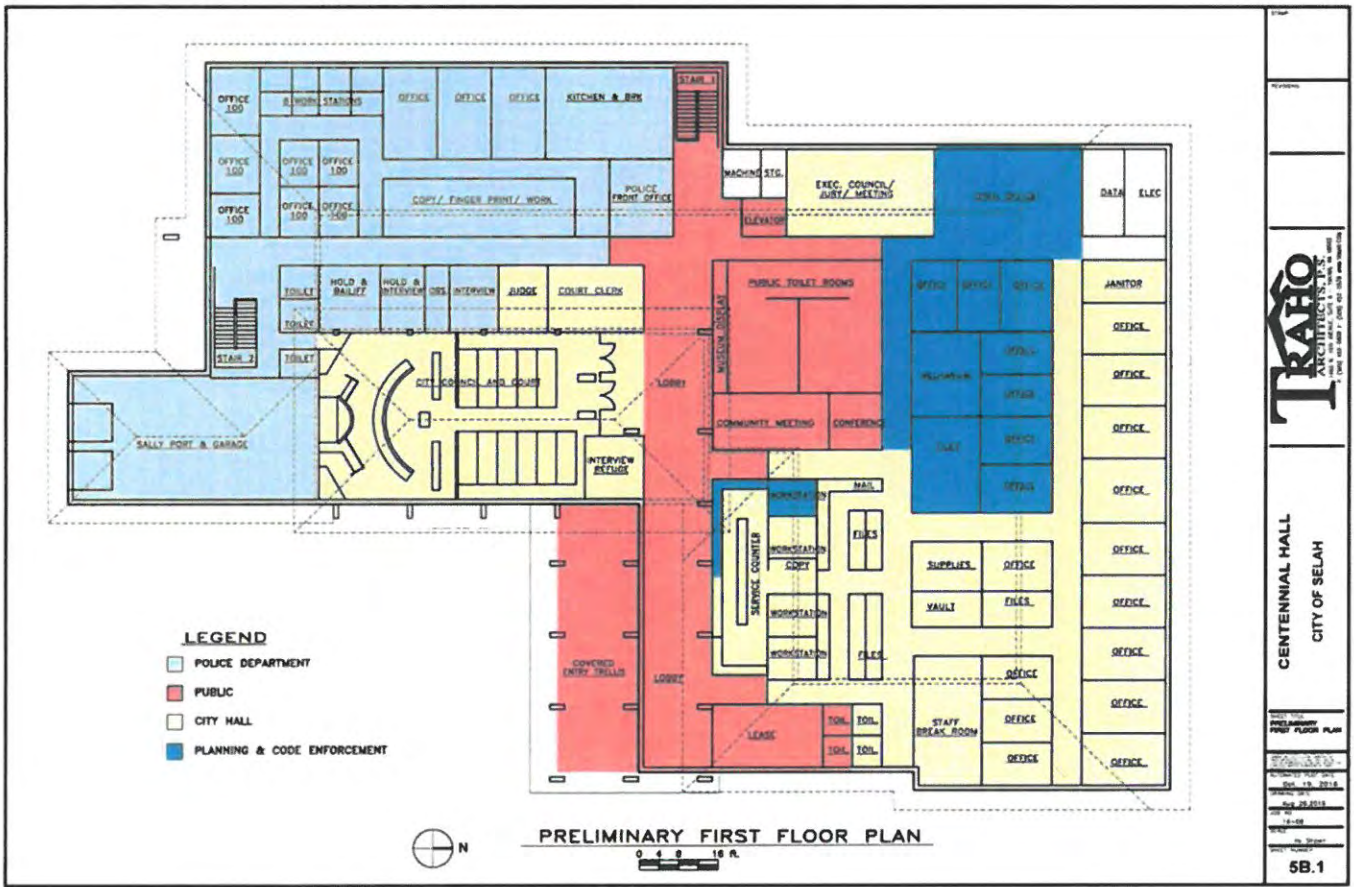


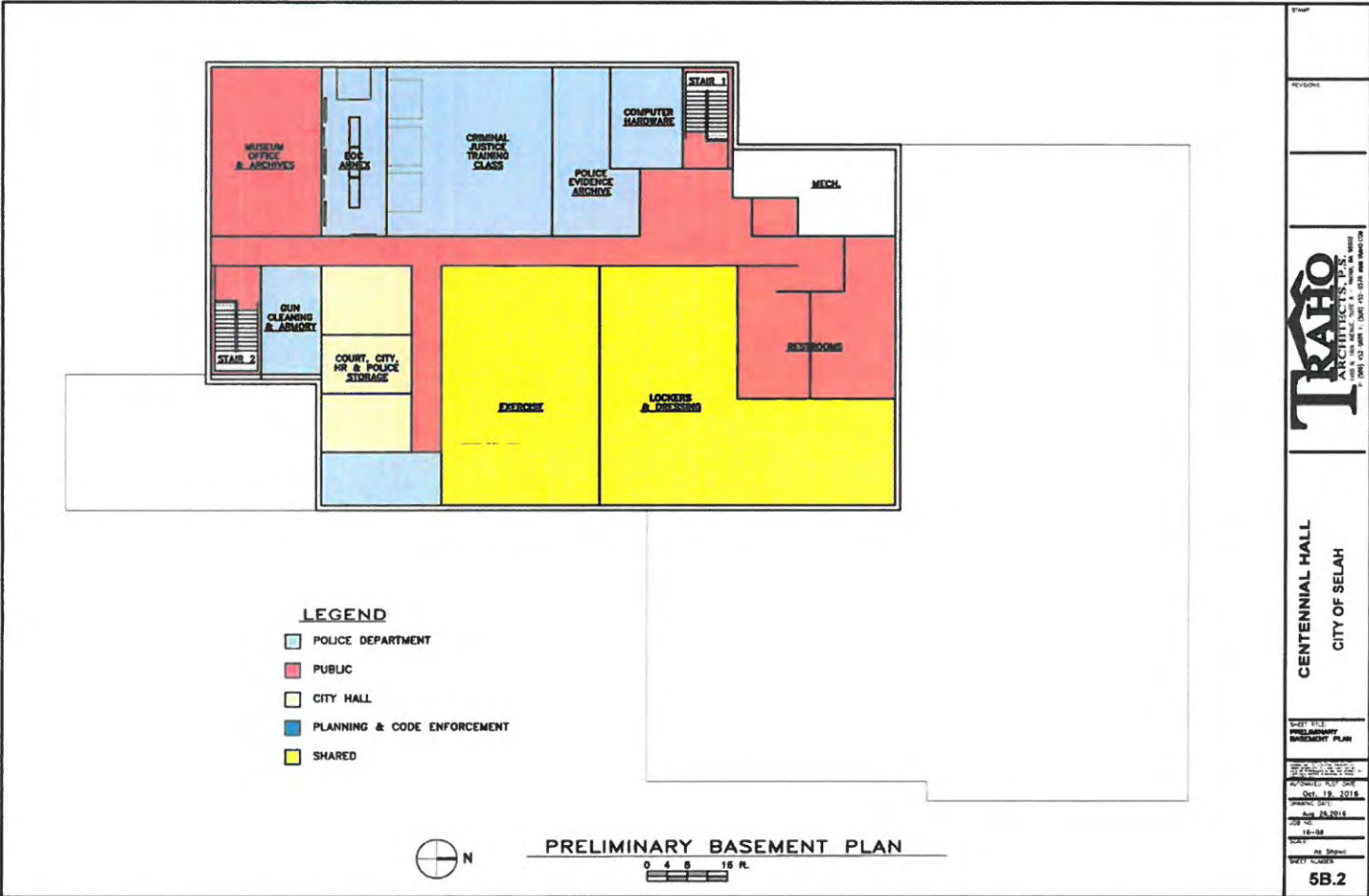
Background Cont.

What Will a New Facility Deliver?



- Long term, purpose built facility intended to last for the next 100 years.
- Total square footage under fire sprinklers = 37,018
- Facility that will emphasize visibility and transparency.
- Low maintenance, energy efficient, “one stop shop” to serve residents with economical yet beautiful architectural amenities.
- A facility adaptable to future requirements including, adequate infrastructure, room for growth, public spaces, improved access for staff and the public.





Sheet No. _____

Revision _____



TRAHO
ARCHITECTS, P.C.

1001 12th St. SE, Suite 100, Olympia, WA 98513
Phone: 360.835.1234

CENTENNIAL HALL
CITY OF SELAH

SHEET TITLE
**PRELIMINARY
BASEMENT PLAN**

DATE: 10/19/2016
DRAWN BY: [Name]
CHECKED BY: [Name]
DATE: 10/19/2016
SCALE: AS SHOWN
SHEET NUMBER

5B.2

Background Cont. Facility Costs



- Building costs including cost modifiers total : \$10,962,477.54
- Estimated site costs total : \$1,232,127.50
- Soft costs (non-construction) : \$3,010,966.73
- **Total estimated project cost : \$15,205,571.78**

Benefits of Remaining in Place



- The current City Hall and Police Station are meeting support requirements for mission parameters.
- Office space is adequate to support the needs of each location for the next ten years.
- Necessary improvements to City Hall can be accomplished without adding to City debt.

Current Expenditures



- **Police Station**
 - Annual Rent - \$60,000.00
 - Annual Maintenance - \$11,700.00
 - Annual Property Tax - \$7,200.00
 - Total - \$75,200.00

- **City Hall**
 - Annual Maintenance - \$9000.00

- ***If we remain in place...***
 - A new rental agreement for the police station will need to be in place prior to December 2022.
 - Plant updates at the police station will be needed.
 - Plant updates at City Hall will be needed.

Current Debt



- **Marudo Property**
 - Loan balance: Approximately \$400,000.00.
 - Charged to General fund.
 - Source of funding: Utility Tax @ 15%. *(No longer in place)*
 - Approximately 2 years to pay-off.

- **SIED Loan (Bartlett and Wenas street improvements)**
 - Loan balance: Approximately \$44,599.00.
 - Charged to General fund
 - Source of funding: Available General funds
 - Approximately 1.5 years to pay off at the rate of \$23,100.00 per year.

Funds Available for Capital Improvement



- **Fund 001, General Fund**
 - \$1,100,00.00
- **Fund 140, Contingency Reserve**
 - \$180,000.00
- **Fund 170, Equipment Fund**
 - \$535,528.00
- **Fund 301, Capital Improvement**
 - \$605,082.00
- **Fund 310, CE Building/Property Reserve**
 - \$1,073,000.00
- **Total**
 - \$2,394,710.00 (*\$1,589,710 three years ago*)

Sources for Tax Revenue



- Property Taxes, (Above 1% must be voter approved)

Assessed Value City of Selah Tax Rate Per Thousand of Assessed Value to City of Selah
\$855,476,535 \$ 2.55

The following is the amount of taxes on a Selah property:

<u>Tax District Levy</u>	<u>Total</u>
County EMS	\$ 0.21308552
County Flood Control	0.07748694
Selah City	2.61189779
SPRSA Bonds	0.24632814
Selah School Bonds	2.17419249
Selah School	1.54266690
State School Levy	2.06205763
Yakima County	1.43558517
Yakima Valley Library	0.41164661

Total Rate \$ 11.8936 per thousand

On a \$ 200,000 AV home the tax is \$2,378.72 (\$200 x \$11.8936)

Financials



City of Selah
Schedule of Limitation of Indebtedness
As of Jan 31, 2021

		<u>Remaining Debt Capacity</u>
Total Taxable Property Value – Est. 01/31/21	\$855,476,535.00	
2.5% General Purpose Debt Limit	\$21,386,913.00	
Up to 1.5% Without a Vote	\$12,832,148.00	
Less: Outstanding Debt	\$444,599.00	
Add: Available Assets	\$1,250,000.00	
Equals Remaining Debt Capacity Without Vote		\$13,637,549.00
Up to 2.5% with a Vote:	\$21,836,913.00	
Less: Outstanding Debt:	\$444,599.00	
Add: Available Assets	\$1,250,000.00	
Equals Remaining Debt Capacity With Vote		\$22,192,314.00

Financials Cont.



- **Total Taxable Property Value History**
 - 2021 - \$855,476,535
 - 2020 - \$812,749,684
 - 2019 - \$731,636,691
 - 2018 - \$640,629,974
 - 2017 - \$601,693,013
 - 2016 - \$596,044,868
 - 2015 - \$586,885,359
 - 2014 - \$563,871,437
 - 2013 - \$559,747,773
 - 2012 - \$549,909,334
 - 2011 - \$546,387,489

Method of Finance



Loan

Loan Amount - \$14,000,000.00
Annual Interest Rate - 2.0%
Loan Period (Years) - 30
Payments Per Year - 2
Start Date of Loan - 1/1/2022

Loan Summary

Scheduled Annual Payment - \$622,844.00
Total Interest - \$4,685,336.00
Prop Tax to Service Debt - \$.72 per Thousand
Utility Tax to Service Debt - + 11%



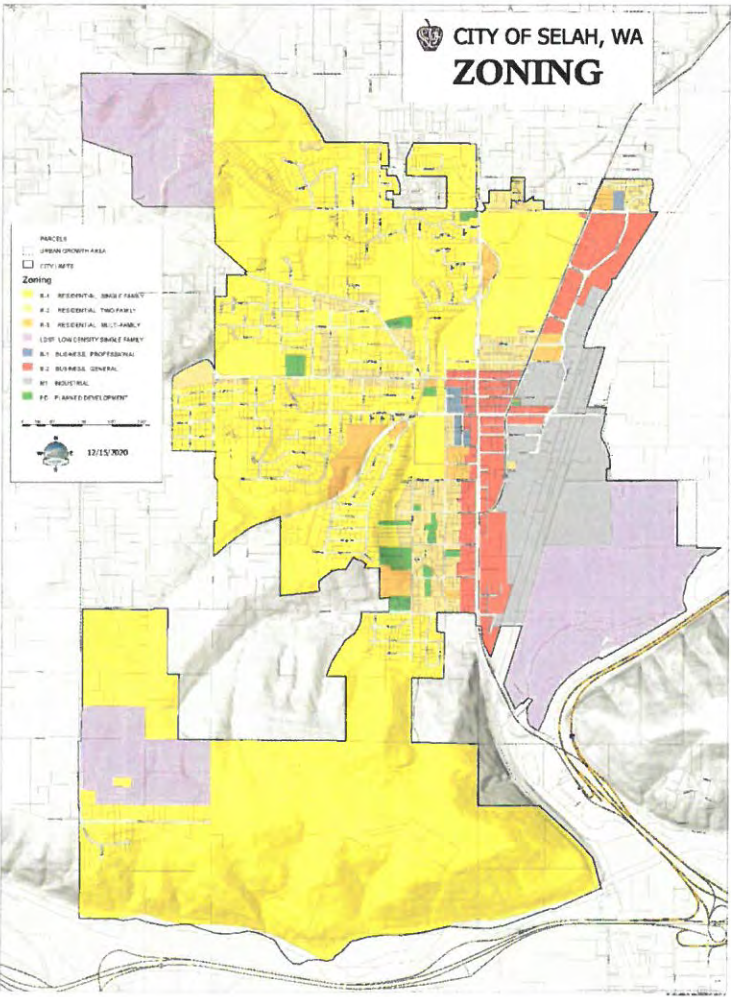
CITY OF SELAH

2021 CITY
COUNCIL RETREAT

*CRUSHER CANYON
DEVELOPMENT*

PROJECT DISCUSSION | JANUARY 27, 2021

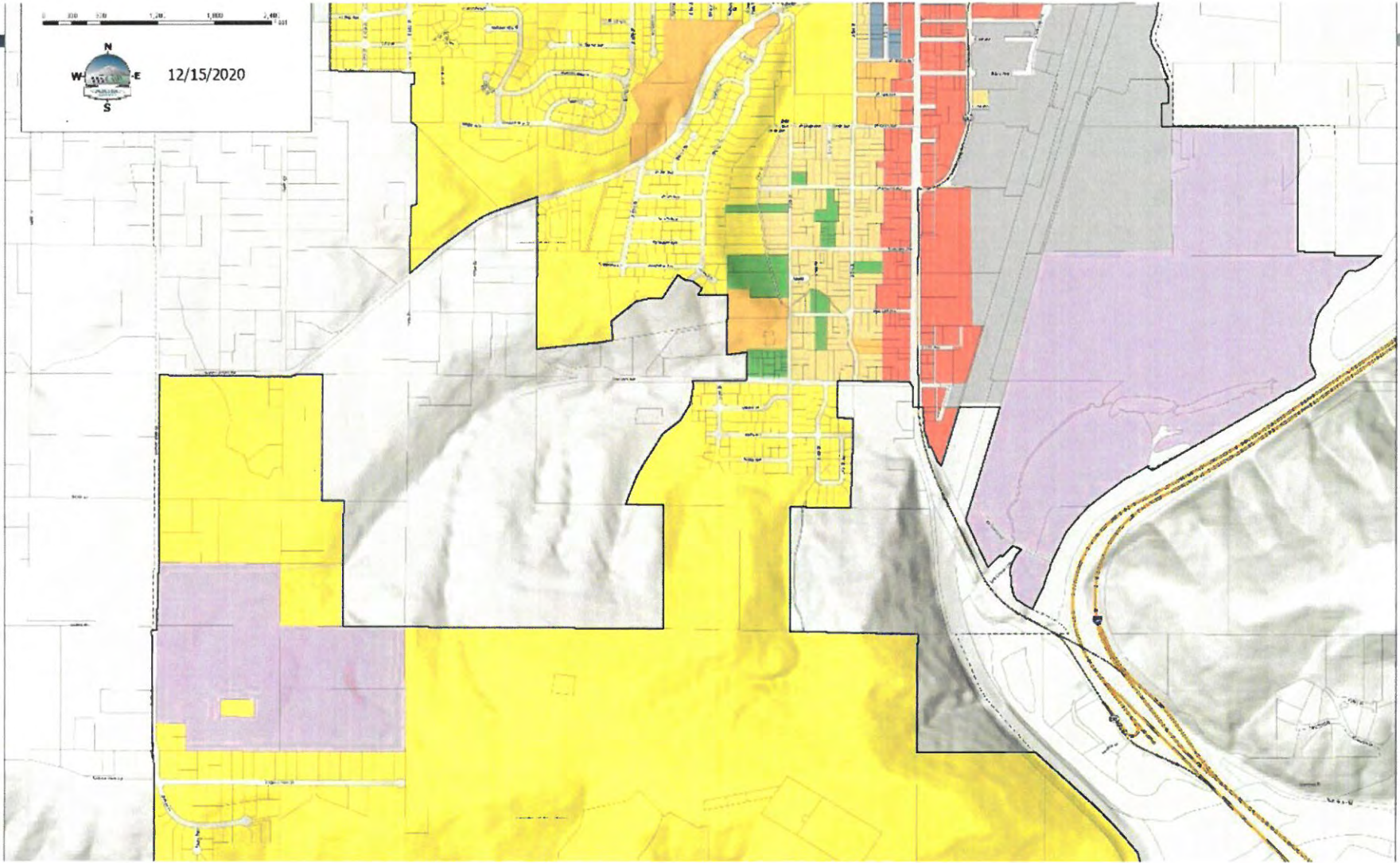
 CITY OF SELAH, WA
ZONING



0 500 1000 1500 2000



12/15/2020



Overview Zone 1 Control Zone 3 Control Zone 5 Control Zone 5.5 Control Zone 6 Control Wells Reservoirs Production Alarms Historical Alarm

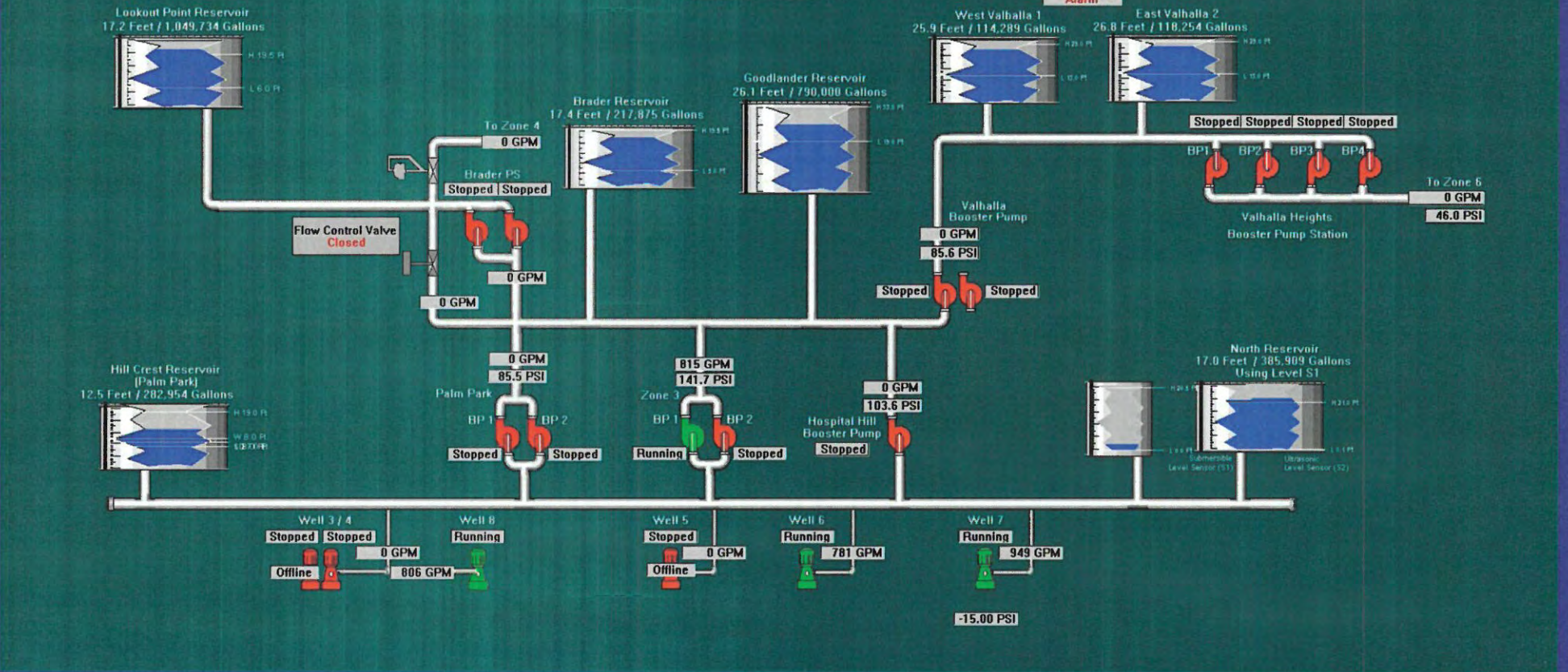
- PLC Comms OK
- Alarm Comms OK

Specific Capacity Report

City of Selah Water Telemetry Overview

Run Custom Report
Print Screen

Alarm

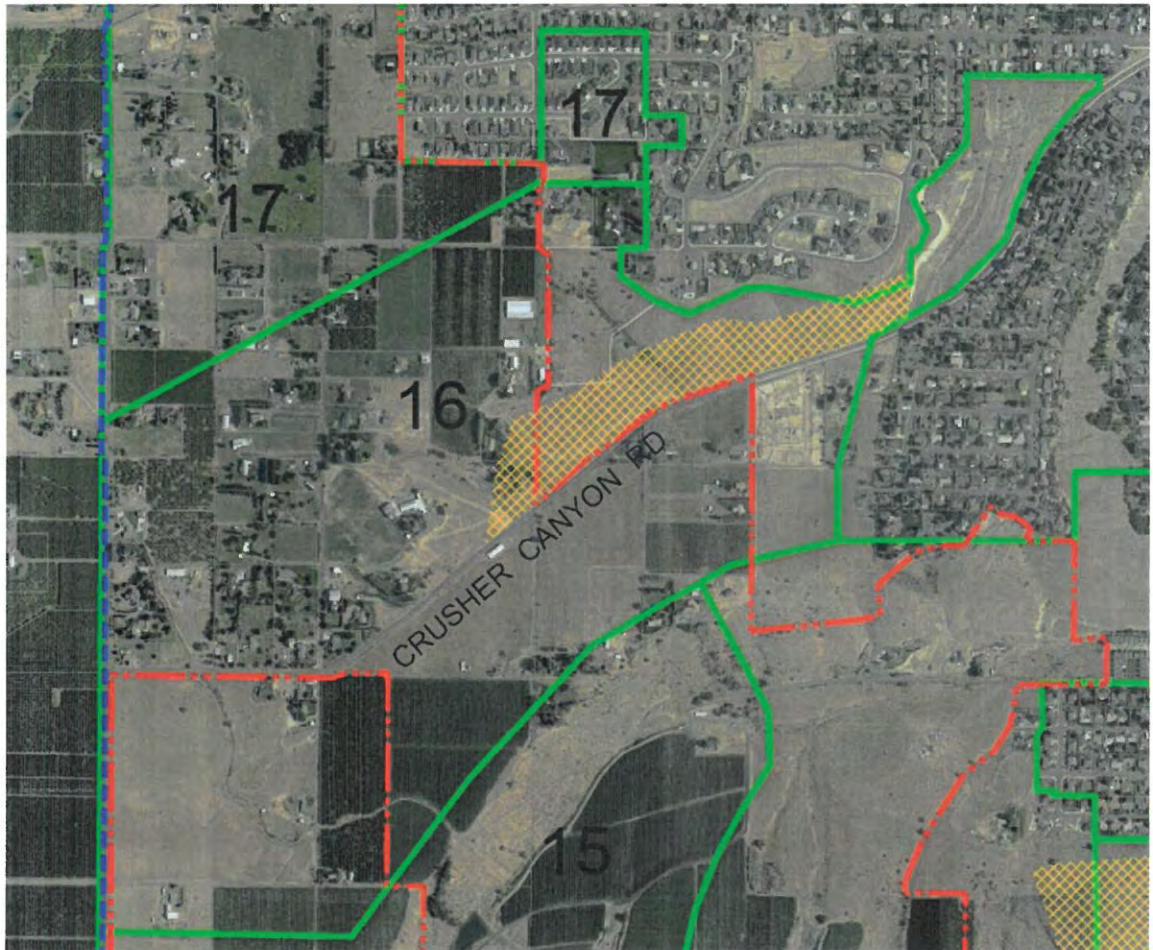


BACKGROUND

- Reviewed system-wide growth
- Examined Crusher Canyon Area (Basin 16) growth
- Compared population projections
- Considered water connections and sewer flows

LEGEND

	EXISTING RETAIL SERVICE AREA BOUNDARY (CITY LIMITS)
	FUTURE RETAIL SERVICE AREA BOUNDARY (UGA)
	BASIN AREA BOUNDARY



From HLA Engineering and Land Surveying, Inc.

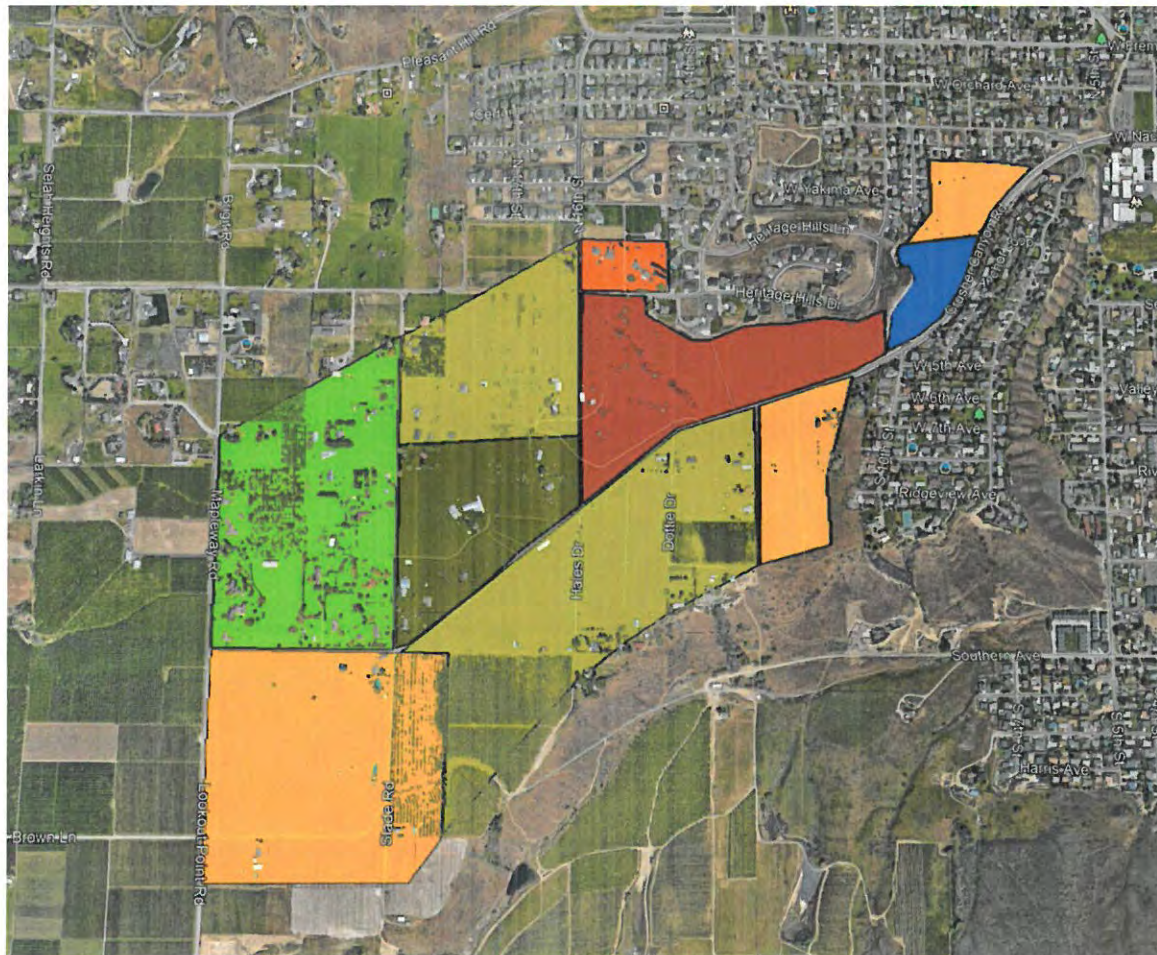
From HLA Engineering and Land Surveying, Inc.

20-YEAR PROJECTED SYSTEM GROWTH

	Current (2021)	1.2% (2041)	2% (2041)
Population	8,061	10,233	11,978
Residential ERUs	2,457	3,119	3,651
Total System ERUs	6,001	7,618	8,917
Sewer Flow (MGD)	1.30	1.65	1.93

ERU: Equivalent Residential Unit





ADJACENT LAND USE

Residential Zone	Acres
Low Density Residential (LDR) Less than 25% slope	86
LDR Greater than 25% slope	37
LDR Already Developed	5
Urban Residential (UGA) Less than 10% slope	103
UGA 10% - 15% slope	31
UGA Already Developed	57.5
Moderate Density Residential	7.5
Total Acres:	327

From HLA Engineering and Land Surveying, Inc.

CRUSHER CANYON – FULL DEVELOPMENT

Total area	327 acres
Dwellings	1,174
Population	3,522
Sewer loading	0.35 MGD
Water services	1,174 ERUs



SYSTEM CAPACITY

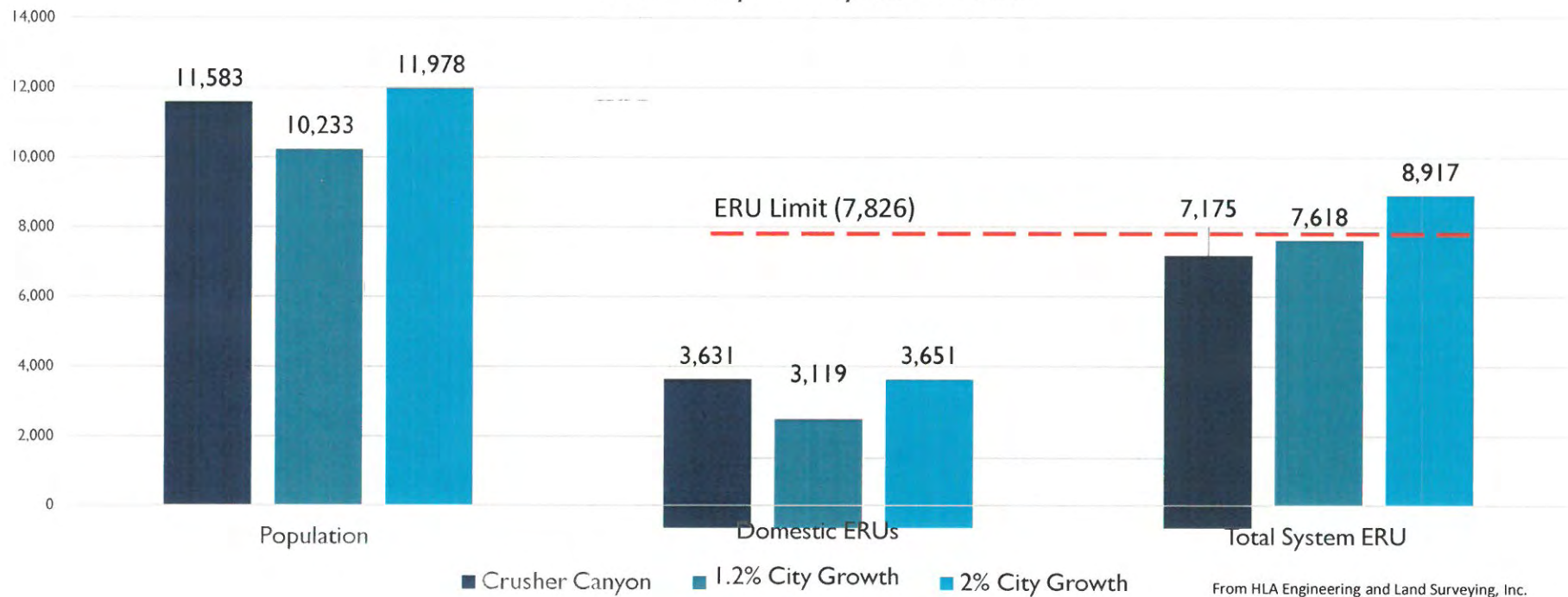
	Capacity	Current (2021)	Available
Water Sources (ERU)	8,964	6,001	2,963
Standby Storage (ERU)	9,294	6,001	3,293
Water Rights (ERU)	7,826	6,001	1,825
Sewer Flow (MGD)	2.00	1.30	0.70

Note: Water rights (instantaneous) limit system capacity.



COMPARISON

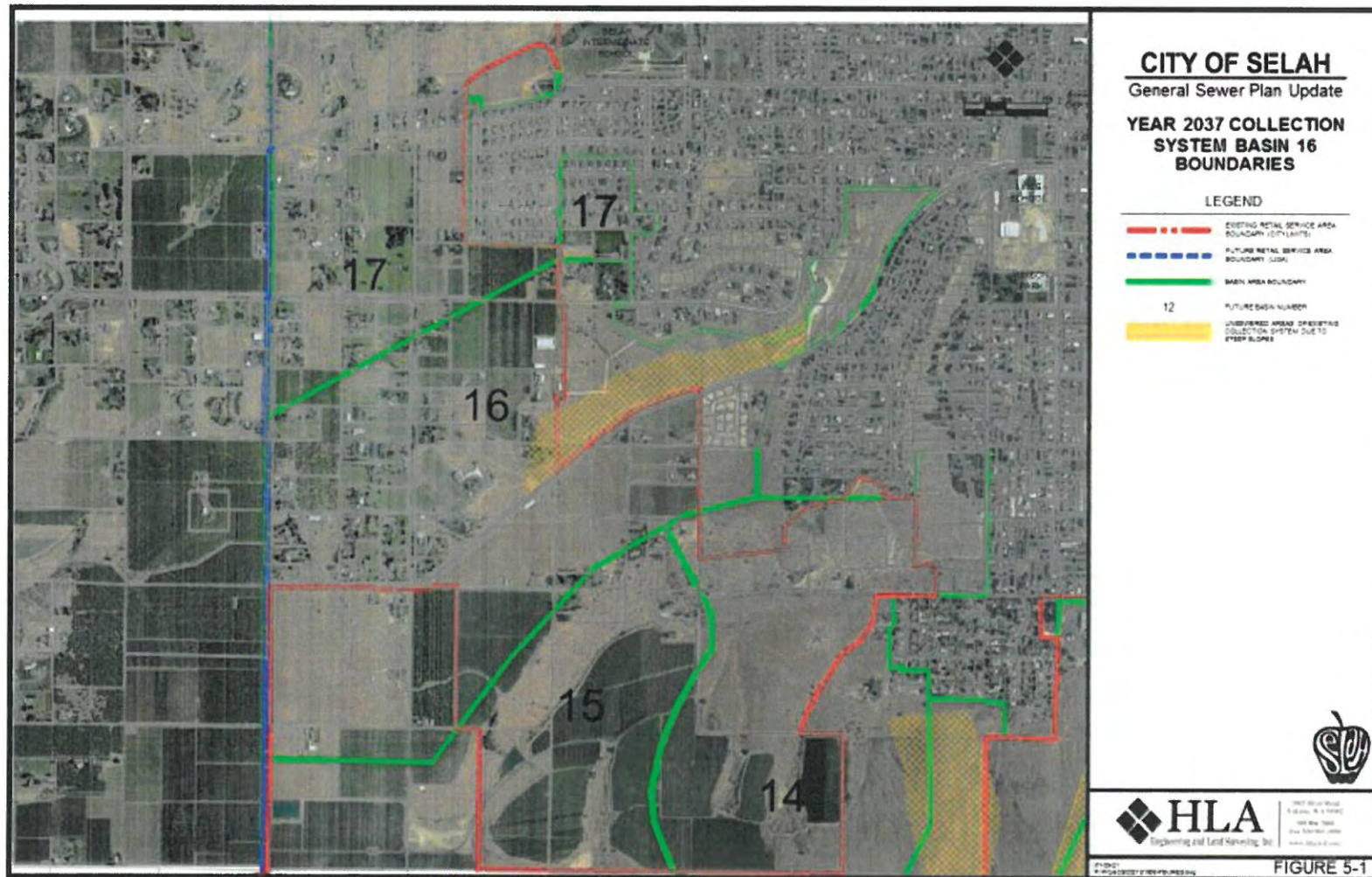
Crusher Canyon vs System Growth

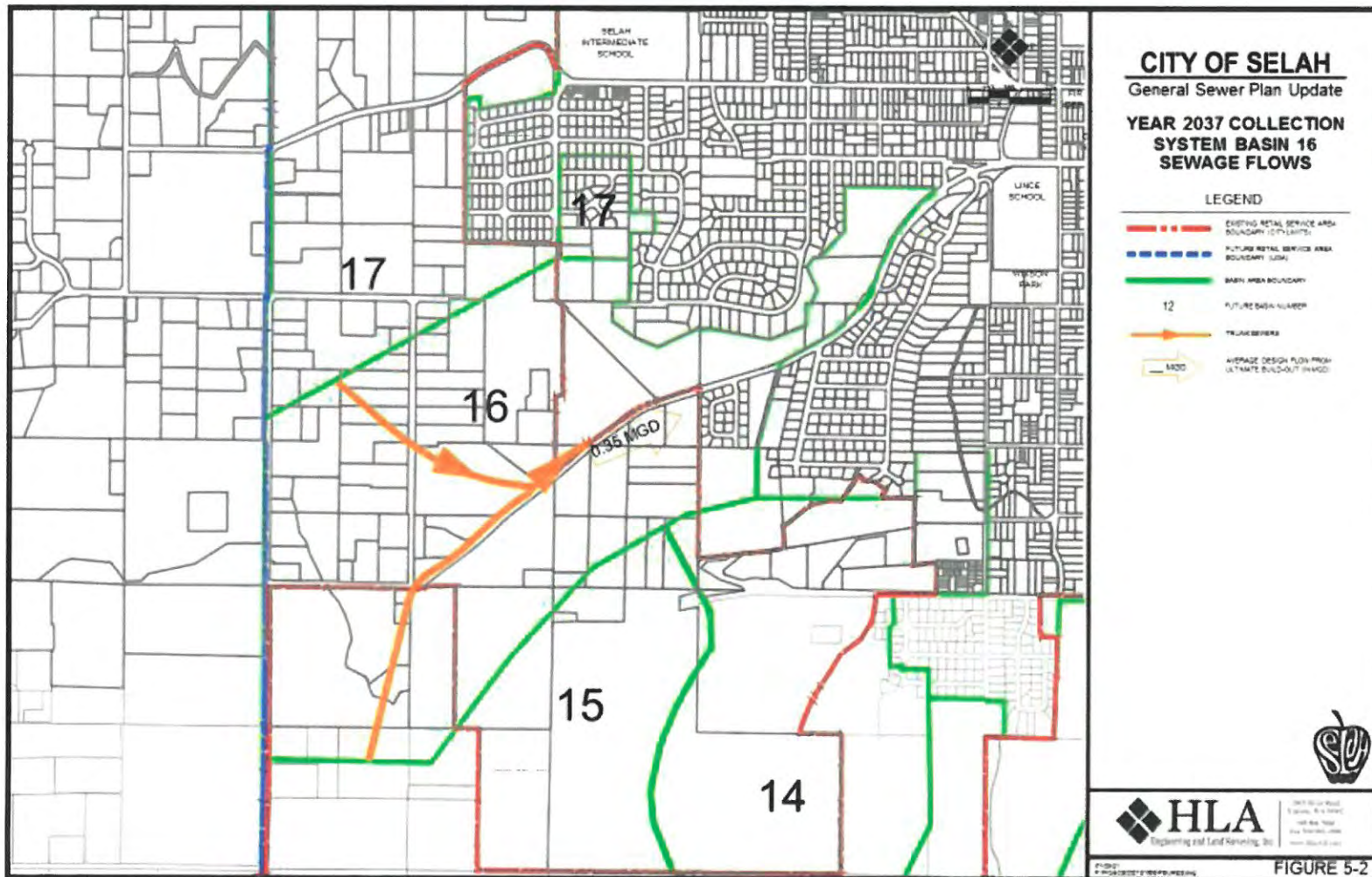


SUMMARY

- Crusher Canyon development is equivalent to 90% projected population growth at 2%.
- 2% growth exceeds available system water rights by 1,091 ERUs.
- Crusher Canyon sewer flows are approximately 56% of projected system growth.







CITY OF SELAH
Crusher Canyon Road Sanitary Sewer Improvements Engineer's Opinion of
Construction Cost

1/25/2021/ PRELIMINARY

HLA Project No. 21006G

Item No.	Description	Payment Specification	Unit	Unit Cost	Overall Quantity	Overall Cost
1	Minor Change	1-04.4(1)	FA	\$15,000.00	1	\$15,000.00
2	Mobilization	1-09.7	LS	\$100,000.00	1	\$100,000.00
3	Project Temporary Traffic Control	1-10.5	LS	\$30,000.00	1	\$30,000.00
4	Planing Bituminous Pavement	5-04.5	SY	\$3.50	11,600	\$40,600.00
5	HMA Cl. 1/2-Inch PG 64-28	5-04.5	TON	\$95.00	2,200	\$209,000.00
6	Manhole 48 In. Diam. Type 1	7-05.5	EA	\$3,000.00	18	\$54,000.00
7	Shoring or Extra Excavation	7-08.5	LF	\$2.00	5,650	\$11,300.00
8	Select Backfill, as Directed	7-08.5	CY	\$40.00	9,700	\$388,000.00
9	PVC Sanitary Sewer Pipe 12 In. Diam.	7-17.5	LF	\$55.00	4,600	\$253,000.00
10	PVC Sanitary Sewer Pipe 8 In. Diam.	7-17.5	LF	\$50.00	560	\$28,000.00
11	4" Side Sewer Stub	7-18.5	EA	\$1,800.00	12	\$21,600.00
12	Adjust Manhole	7-05.5	EA	\$1,000.00	1	\$1,000.00
13	Adjust Valve Box	7-12.5	EA	\$1,000.00	2	\$2,000.00
14	Pavement Markings	8-22.5	LS	\$5,000.00	1	\$5,000.00

Assumptions:

1. Close roadway to through traffic
2. Grind and overlay entire roadway (.17' depth)
3. Install full depth select backfill
4. Provide side sewer stubs to existing homes
5. 80 working days
6. 4' wide trench, 6' wide resurfacing area
7. Trench Resurfacing section (0.25' HMA, full depth select backfill)
8. Conflicts with other utilities not anticipated

Subtotal	\$1,158,500.00
Sales Tax 8.3%	\$96,160.00
Contingency 15%	\$188,200.00
Total Estimated Construction Cost	\$1,442,860.00
Design Engineering 12%	\$173,140.00
Construction Engineering 15%	\$216,430.00
Total Estimated Cost	\$1,832,430.00

Option One



- **Council Votes to Bring Measure to Selah Voters for Decision on City Hall/Police Station**
 - Measure to be on ballot in November 2021.
 - Communication plan needs to be in place not later than 1 March 2021.
 - Consequence of passage would mean the City would be at or near debt capacity for the next ten years.
 - The Traho study cost estimates are no longer valid. Pricing for material and labor will need to be updated.
 - Risk includes possible downturn in real estate values that could impact the ability of the City to service debt as well as provide adequate and expected services.

Option Two



- **Council focuses on expansion of public works projects.**
 - The City will grow tax base through commercial and residential development as well as possible annexation during the next twenty years.
 - The initial projects will not require the city to seek loans. Public Works projects will generate revenue to recapture expenses over time.
 - Projects will be accomplished in phases enabling the City to adjust capacities in order to support demand for services.

Option Three



- **Reduce the scope or phase project.**
 - Approach the project in phases. A possible option may be to construct a police station and council chamber first with the intention to include a City Hall at a later date.
 - Reduce the square footage of the proposed plan to meet a specific budget threshold.
 - Risk includes that any new debt requirement will increase the possibility that the City could be more vulnerable as a result of a downturn in real estate values.

Mayor/Staff Recommendation



- **Engage in Public Works improvements and focus on building an adequate tax base to support future projects such as a new City Hall/Police Station .**
 - This course of action will allow the City to keep current debt low while increasing our capital savings and contingency funds.
 - The City will increase in total taxable property value over the next 10 years. This will be accomplished by commercial and residential development, as well as annexation.
 - City Hall will continue to meet requirements but a limited remodel of the current City Hall is recommended and the lease for the Police Station will need to be re-negotiated.
 - Current revenue is adequate and meets the City’s operating and debt service requirements. Our bond rating will continue to be excellent.
 - Risk includes interest rates and/or costs of construction increasing at a rate that will decrease the buying power of the City of Selah in 10 years.



CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



Council Meeting Action Item
2/9/2021 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

2/9/2021 N – 1

Title: Resolution Accepting the East Goodlander Road Improvements Project, STPUS-4710(001) as Complete

From: Joe Henne, Public Works Director

Action Requested: Approval

Staff Recommendation: To approve the attached resolution declaring the East Goodlander Road Improvements Project, STPUS-4710(001) as complete and accepted.

Board/Commission Recommendation: Not Applicable

Fiscal Impact: \$0.00 Final Payment to Contractor and release of Bond after the Close out Requirements have been met.

Funding Source: 111

Background / Findings & Facts: The City contracted with Granite Construction Company for the East Goodlander Road Improvements Project, STPUS-4710(001). Final Payment is \$0.00 and Granite provided a Bond in lieu of retainage that will be released after the four (4) conditions listed in the attached HLA Final Progress Estimate and Project Acceptance have been met.

Recommended Action/Motion: To Authorize the Mayor to sign the attached Resolution to accept the East Goodlander Road Improvements Project, STPUS-4710(001) as complete



**CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY**



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

Date:	Action Taken:
7/18/2019	Bid Opening
7/23/2019	Resolution No. 2747 Authorizing the Mayor to sign a Construction Contract between the City of Selah and Granite Construction Company for the East Goodlander Road Improvements , STPUS-4710(001)
10/8/2019	Resolution No. 2761 Authorizing the mayor to sign construction contract change order No. 1 Between the City of Selah and Granite Construction Company for the East Goodlander Road Improvement, STPUS-4710(001)
10/8/2019	Resolution No. 2762 Authorizing the Mayor to sign Construction Contract Change Order No.2 Between the City of Selah and Granite Construction Company for the East Goodlander Road Improvement, STPUS-4710(001)
10/20/2020	Resolution No. 2813 authorizing the Mayor to sign Change Order No. 3 for the East Goodlander Road Improvements Project.

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE EAST GOODLANDER ROAD
IMPROVEMENTS PROJECT, STPUS-4710(001) AS COMPLETE.**

WHEREAS, the City of Selah wishes to declare the East Goodlander Road Improvements Project, STPUS-4710(001) as complete and accepted, and

WHEREAS, the City wishes to proceed with the “Notice of Completion of Public Works Contracts” process;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON that the Mayor be authorized to accept the East Goodlander Road Improvements Project, STPUS-4710(001) as complete.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 9th day of February, 2021.

Sherry Raymond, Mayor

ATTEST:

Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:

Rob Case, City Attorney



January 29, 2021

City of Selah
222 So. Rushmore Road
Selah, WA 98942

Attn: Mr. Joe Henne
Director Public Works

Re: City of Selah
EAST GOODLANDER ROAD IMPROVEMENTS
Federal Aid No.: STPUS-4710(001)
HLA Project No.: 12092C
Final Progress Estimate and Project Acceptance

Received

JAN 29 2021

By _____
City of Selah
Planning Dept.

Dear Joe:

Enclosed is Progress Estimate No. 8 designated as the Final for work performed by Granite Construction Company, through August 31, 2020, in connection with their contract on the above referenced project. The amount due the Contractor of \$0.00 is net, as per the contract documents. Granite Construction Company has provided a bond in lieu of retainage. We recommend this Final Progress Estimate be considered and accepted by the Selah City Council.

This letter also serves as our recommendation for acceptance of this project by the City of Selah. We have reviewed the work performed by Granite Construction Company on this project and believe it has been completed satisfactorily. Please provide us a copy of the Council resolution authorizing project acceptance.

Enclosed for your action is the "Notice of Completion of Public Works Contract" to be completed and sent to the Department of Revenue, Department of Labor and Industries, and Employment Security Department in Olympia. Forward one (1) copy each of the Notice of Completion to the Department of Revenue, Department of Labor and Industries and the Employment Security Department as soon as the Selah City Council has accepted the project.

The contract bond on this project should be released to Granite Construction Company, after acceptance of the project and when the following conditions have been satisfied:

1. There are no liens or claims for labor and materials furnished on this project filed against the retainage.
2. A full sixty (60) days have elapsed since the official acceptance of this project by the City of Selah.
3. The City has received Notice of Completion clearance from the Department of Revenue, Department of Labor and Industries and the Employment Security Department relative to this contract. Please provide a copy of each to our office.

4. The City has received the following from HLA Engineering and Land Surveying, Inc. (HLA):
 - a. HLA has confirmed that all punch list items identified during the final walk-through inspection have been completed.
 - b. HLA has emailed a neatly marked 11"x17" set of record drawings to the City of Selah on September 3, 2020.
 - c. A notarized certificate from the Contractor which states that all labor and materials furnished on this project have been paid for is attached.
 - d. The required project labor and equal employment opportunity documents will be delivered to the City of Selah on January 29, 2021.

We would appreciate receiving a copy of your Council Resolution authorizing release of the contract bond.

Please contact this office if you have questions or if we may furnish additional information.

Very truly yours,



Terry D. Alapeteri, PE

TDA/crf

Enclosures

Copy: Jason Halverson, Granite Construction Company (Email)


NOTARIZED STATEMENT

TO THE

City of Selah

I hereby certify that

- a) All materials and labor used and performed in the construction of the EAST GOODLANDER ROAD IMPROVEMENTS - Project Number 12092C, for the City of Selah, have been paid in full and there are no liens or other legal actions pending;
- b) Granite Construction Company, has complied with the provisions of Section 1-07.19 (Gratuities) of the Standard Specifications; and
- c) All industrial insurance premiums, as required under RCW 51.12.050 (Public Works) and RCW 51.12.070 (work done by contract) have been paid.

by 

J. HALVerson CONSTRUCTION MANAGER
 Name and Title (Please print or type)

Granite Construction Company
 Contractor

STATE OF Washington)
 COUNTY OF Yakima) SS



SIGNED AND SWORN TO (OR AFFIRMED) BEFORE ME ON September 15 2020

BY Brynna Bennett
 (Signature)

Notary Public Printed Name: Brynna Bennett

My Appointment Expires: 4-11-24

(Please return completed CERTIFICATION form to HLA)

City of Selah
 222 So. Rushmore Road
 Selah, WA 98942

EAST GOODLANDER ROAD IMPROVEMENTS
 FED Aid No.: STPUS-4710(001)
 HLA Project No.: 12092C

TO: Granite Construction Company
 80 Pond Road
 Yakima, WA 98901

Progress Estimate No.: 8 AND FINAL
 Date: August 31, 2020

Item No.	Description	Unit	Contract Quantity	Unit Price	Estimate 8 Quantity	Quantity to Date	Amount	Contract Quantity
1	Minor Change	FA	EST.	\$15,000.00	0.00	28,249.86	\$28,249.86	188%
2	SPCC Plan	LS	1	\$1,000.00	0%	100%	\$1,000.00	100%
3	Mobilization	LS	1	\$72,280.00	0%	100%	\$72,280.00	100%
4	Project Temporary Traffic Control	LS	1	\$19,000.00	0%	100%	\$19,000.00	100%
5	Clearing and Grubbing	LS	1	\$16,500.00	0%	100%	\$16,500.00	100%
6	Removal of Structures and Obstructions	LS	1	\$34,700.00	0%	100%	\$34,700.00	100%
7	Unclassified Excavation Incl. Haul	CY	3,020	\$20.90	0	3,116	\$65,124.40	103%
8	Crushed Surfacing Base Course	TON	1,800	\$30.00	0.00	2,350.08	\$70,502.40	131%
9	Crushed Surfacing Top Course	TON	210	\$38.00	0.00	489.65	\$18,606.70	233%
10	Planing Bituminous Asphalt	SY	1,710	\$3.60	0	1,773	\$6,382.80	104%
11	HMA Cl. 1/2" PG 64-28	TON	1,990	\$88.00	0.00	2,082.49	\$183,259.12	105%
12	Storm Sewer Pipe 18 In. Diam.	LF	12	\$96.00	0	23	\$2,208.00	192%
13	Storm Sewer Pipe 15 In. Diam.	LF	570	\$72.00	0	771	\$55,512.00	135%
14	Storm Sewer Pipe 12 In. Diam.	LF	1,140	\$54.00	0	1,249	\$67,446.00	110%
15	Underdrain Pipe Infiltration Trench System 12 In. Diam.	LF	360	\$126.00	0	354	\$44,604.00	98%
16	Catch Basin Type 1	EA	13	\$1,560.00	0	13	\$20,280.00	100%
17	Catch Basin Type 2 60 In. Diam.	EA	1	\$5,600.00	0	1	\$5,600.00	100%
18	Catch Basin Type 2 48 In. Diam.	EA	15	\$3,800.00	0	13	\$49,400.00	87%
19	Catch Basin Type 2 30 In. Diam.	EA	6	\$2,000.00	0	12	\$24,000.00	200%
20	Drop Inlet Type 1	EA	1	\$5,400.00	0	0	\$0.00	0%
21	Adjust Manhole	EA	9	\$840.00	0	9	\$7,560.00	100%
22	Shoring or Extra Excavation	LF	700	\$0.70	0	354	\$247.80	51%
23	Select Backfill, as Directed	CY	620	\$36.00	0	173	\$6,228.00	28%
24	Adjust Valve Box	EA	14	\$690.00	0	10	\$6,900.00	71%
25	ESC Lead	DAY	14	\$100.00	0	14	\$1,400.00	100%
26	Erosion/Water Pollution Control	FA	EST.	\$5,000.00	0.00	0.00	\$0.00	0%
27	Landscape Restoration	FA	EST.	\$5,000.00	0.00	1,241.11	\$1,241.11	25%
28	Cement Conc. Traffic Curb and Gutter	LF	4,010	\$13.50	0	3,822	\$51,597.00	95%
29	Chain Link Fence Type 1 - 6' Height	LF	200	\$30.00	0	201	\$6,030.00	101%
30	Chain Link Fence Type 1 - 4' Height	LF	620	\$24.00	0	1,055	\$25,320.00	170%
31	Cement Conc. Sidewalk, 6-Inch Thick	SY	405	\$43.40	0	452	\$19,616.80	112%
32	Cement Conc. Sidewalk, 4-Inch Thick	SY	2,430	\$36.00	0	2,343	\$84,348.00	96%
33	Cement Concrete Sidewalk Ramp	EA	9	\$1,550.00	0	8	\$12,400.00	89%
34	Mailbox Type 1	EA	10	\$330.00	0	15	\$4,950.00	150%
35	Mailbox Type 2	EA	2	\$725.00	0	0	\$0.00	0%
36	Signal Improvements, Complete	LS	1	\$150,000.00	0%	100%	\$150,000.00	100%
37	Permanent Signing	LS	1	\$750.00	0%	100%	\$750.00	100%
38	Pavement Markings	LS	1	\$23,575.00	0%	100%	\$23,575.00	100%
39	Ecology-Block-Wall	SF	2,600	\$78.00	0	0	\$0.00	0%
40	Retaining Wall	SF	3,400	\$33.10	0	3,400	\$112,540.00	100%
SUBTOTAL							\$1,299,358.99	

Item No.	Description	Unit	Contract Quantity	Unit Price	Estimate 8 Quantity	Quantity to Date	Amount	Contract Quantity
CHANGE ORDER NO. 1								
1-1	Delete, Bid Item 39 - Ecology Block Wall	SF	2,600	\$78.00	0	0	\$0.00	0%
1-2	Bid Item 40 - Retaining Wall - Additional Square Footage	SF	3,670	\$33.10	0	6,167	\$204,127.70	100%
SUBTOTAL							\$204,127.70	
CHANGE ORDER NO. 2								
2-1	Relocate light pole, foundation, junction box and related items; including all labor, material and installation.	LS	1	\$10,953.60	0%	100%	\$10,953.60	100%
SUBTOTAL							\$10,953.60	
SUBTOTAL, WORK TO DATE							\$1,514,440.29	
PLUS MATERIALS ON HAND							\$0.00	
TOTAL							\$1,514,440.29	
LESS AMOUNTS PREVIOUSLY PAID							\$1,514,440.29	
AMOUNT NOW DUE							\$0.00	

Progress Estimate No. 1 \$ 326,869.16
 Progress Estimate No. 2 \$ 325,184.51
 Progress Estimate No. 3 \$ 303,297.22
 Progress Estimate No. 4 \$ 39,026.00
 Progress Estimate No. 5 \$ 31,052.50
 Progress Estimate No. 6 \$ 272,775.89
 Progress Estimate No. 7 \$ 216,235.01
 Progress Estimate No. 8 AND FINAL \$ 0.00

I hereby certify that the foregoing is a true and correct statement of the work performed under this Contract.


 Terry D. Alapeteri, PE

ACCEPTED:

I hereby accept the Final Progress Estimate and Final Contract Voucher Certification, in accordance with Section 1-09.9 of the WSDOT Standard Specifications.


 Granite Construction Company

Date: 9/10/2020

HLA ENGINEERING AND LAND SURVEYING, INC.

DATE:
Progress Estimate No.:

August 31, 2020
8 AND FINAL

CITY OF SELAH
PROJECT NAME:
FED AID NO.:
HLA PROJECT NO.:
PRIME CONTRACTOR:
DESCRIPTION:

EAST GOODLANDER ROAD IMPROVEMENTS
STPUS-4710(001)
12092C
GRANITE CONSTRUCTION COMPANY
SUMMARY OF COSTS

FORCE ACCOUNT SUMMARY

DATE	LOCATION	COST	COST TO DATE	COMMENTS
BID ITEM 1 - MINOR CHANGE				
9/4/19	STA 19+40 LT	\$4,704.00	\$4,704.00	TRICKINEX - ADDITIONAL TREE REMOVAL.
9/20/19	STA 15+83 LT	\$409.38	\$5,113.38	GRANITE - INSTALL NEW 4 INCH PVC PIPE FROM EXISTING DRAIN LINE.
9/23/19	STA 15+90 LT	\$265.29	\$5,378.67	GRANITE - STACKING BACK EXISTING BLOCK WALL FOR DRIVEWAY TO TIE INTO NEW ALL.
9/24/19	STA 13+17 - 15+90	\$621.36	\$6,000.03	GRANITE - HAND DIGGING AND INSTALLING 4" PVC PIPE FOR FENCE POST SLEEVES AT TOP OF NEW WALL.
9/24/19	STA 16+60 RT	\$301.69	\$6,301.72	GRANITE - HIT AND BROKE SPECTRUM COMMUNICATION CABLE THAT WAS NOT LOCATED.
9/26/19	STA 15+83 - 18+95 LT	\$1,097.79	\$7,399.51	GRANITE - INSTALLED 4" PVC FROM CB THROUGH EXISTING CULVERTS AND DOWN EDGE OF ROAD TO IRRIGATION MH TO DRY UP DITCH FOR WALL INSTALLATION.
9/27/19	STA 16+60 - 18+15 RT	\$325.31	\$7,724.82	GRANITE - HAND DIGGING AND INSTALLING 4" PVC PIPE FOR FENCE POST SLEEVES ON TOP OF NEW WALL.
10/8/19	STA 22+73	\$840.73	\$8,565.55	GRANITE - GRANITE INSTALLED 12" X 4" PLASTIC FLEX PIPE FROM THE END OF THE NEW 12" STORM IN THE EXISTING 12" STORM PIPE IN THE EXISTING CATCH BASIN. THE EXISTING STORM CAN NOW BE REMOVED, PER PLAN.
10/24/19	STA 21+75 TO 22+00 RT	\$1,113.82	\$9,679.37	GRANITE - CONSTRUCTED TEMPORARY DRIVEWAY TO THE LOWER PARKING LOT FOR HIGH SCHOOL. ALL MATERIAL SUPPLIED BY CITY.
10/30/19	STA 23+00, INTERSECTION OF GOODLANDER AND LANCASTER	\$535.36	\$10,214.73	GRANITE - WHILE INSTALLING THE NEW STORM DRAIN LINE AND STRUCTURES, GRANITE ENCOUNTERED AN UNKNOWN 12 IN CONCRETE PIPE AND A CONCRETE STRUCTURE WHICH STOPPED PROGRESS.
10/31/19	STA 23+00, INTERSECTION OF GOODLANDER AND LANCASTER	\$401.52	\$10,616.25	GRANITE - REMOVAL OF UNKNOWN 12" PIPE (40 FT) AND STRUCTURE (CB).

DATE	LOCATION	COST	COST TO DATE	COMMENTS
10/31/19	STA 23+27 RT	\$294.91	\$10,911.16	GRANITE - EXISTING PIPE INTO STRUCTURE #21 WAS THE WRONG SIZE. GRANITE HAD TO PURCHASE A CMP BAND/GASKET AND GROUT TO MAKE THE CONNECTION.
11/7/19	STA 15+50 RT, 23+00 RT	\$1,669.80	\$12,580.96	GRANITE - HAD TO REGRADE TWO DESIGN CURB LOCATIONS DUE TO GRADE CHANGES IN THE FIELD AT UPPER SCHOOL ENTRANCE AND LOWER SCHOOL ENTRANCE.
11/11/19	STA 25+00 RT	\$4,256.00	\$16,836.96	TRICKINNEX - ADDITIONAL TREE REMOVAL.
11/15/19	STA 15+50 RT	\$1,173.94	\$18,010.90	GRANITE - CITY CHANGED SIDEWALK ALIGNMENT AND GRADE DUE TO STEEP EXISTING GRADE.
11/15/19	STA 28+86	\$357.29	\$18,368.19	GRANITE - DUE TO GRADE CHANGES, STRUCTURE #17 WAS SWAPPED OUT FOR A TYPE II 30" CATCH BASIN. TYING INTO THE EXISTING IRRIGATION PIPE TO THE NEW STRUCTURE CAUSED ADDITIONAL WORK.
11/18/19	STA 14+50 TO 15+50 RT	\$1,163.23	\$19,531.42	GRANITE - SIDEWALK GRADE CHANGE DUE TO STEEP EXISTING GRADE.
11/18/19	STA 28+86	\$547.52	\$20,078.94	GRANITE - EXTRA WORK BY GRANITE WAS NEEDED TO REMOVE EXISTING DRIVEWAY CULVERTS/INCLUDING HAUL OFF DUE TO THE EXTENSION OF THE 15 IN IRRIGATION PIPE EAST.
11/19/19	STA 14+50 TO 15+50 RT	\$732.09	\$20,811.03	GRANITE - GRANITE REGRADED SIDEWALK TWO DIFFERENT TIMES. SECOND TIME GENERATED A SIGNIFICANT AMOUNT OF NATIVE MATERIAL TO HAUL OFF.
11/19/19	STA 14+32 LT	\$1,702.90	\$22,513.93	GRANITE - CITY/HLA DIRECTED TO GRADE DRIVEWAY FURTHER BACK DUE TO EXISTING DRIVEWAY SLOPE WAS TOO STEEP TO MEET NEW SIDEWALK GRADE.
6/8/20	STA 30+80 RT	\$649.00	\$23,162.93	GRANITE - HIT UNMARKED EXISTING SIDE SEWER FOR THE COFFEE SHOP WHILE DIGGING FOR INFILTRATION TRENCH.
6/12/20	STA 32+00 RT	\$1,288.91	\$24,451.84	KNOBELS - REPAIRED AND LOWERED EXISTING STREET LIGHT CONDUIT FOR APPROX. 90 FT. EXISTING WIRE HAD TO BE PULLED AND NEW WIRE INSTALLED FROM A J BOX APPROX. 250 FT FURTHER SOUTH.
6/29/20	STA 29+50 TO 31+00	\$356.90	\$24,808.74	GRANITE - DIRECTED TO PROVIDE A THICKENED EDGE TO THE BACK OF SIDEWALK ALONG THE COFFE SHOP PROPERTY. GILBERT DUG OUT THE GRADE TO ADD AN EXTRA FORM BOARD AND GRANITE HAD TO CHANGE THE ASPHALT GRADE.
6/29/20	STA 29+50 TO 31+00	\$314.91	\$25,123.65	GILBERT - DIRECTED TO PROVIDE A THICKENED EDGE TO THE BACK OF SIDEWALK ALONG THE COFFE SHOP PROPERTY. GILBERT DUG OUT THE GRADE TO ADD AN EXTRA FORM BOARD AND GRANITE HAD TO CHANGE THE ASPHALT GRADE.
7/9/20	1ST AND GOODLANDER	\$306.13	\$25,429.78	STRIPE RITE - DUE TO ADDITIONAL EXISTING PAVEMENT MARKING REMOVAL, STRIPE RITE PERFORMED ADDITIONAL FLAGGING/TRAFFIC CONTROL.

DATE	LOCATION	COST	COST TO DATE	COMMENTS
7/29/20	WEST END OF PROJECT, CROSSWALK AT PARK ENTRANCE	\$1,005.20	\$26,434.98	<i>TOP LINE</i> - PAVEMENT MARKING WORK.
7/31/20	ALL NEW CHAIN LINK LOCATIONS	\$3,114.88	\$29,549.86	<i>GRANITE</i> - ADDITIONAL FENCE POST SPACING AT 8 FEET INTERVALS.
7/31/20		-\$1,300.00	\$28,249.86	<i>GRANITE</i> - CREDIT FOR NOT RE-INSTALLING EXISTING FENCE, AS AGREED UPON BY THE CITY.
BID ITEM 26 - EROSION/WATER POLLUTION CONTROL				
			\$0.00	
BID ITEM 27 - LANDSCAPE RESTORATION				
7/16/20	STA 16+75 TO 17+00 LT, 16+25 TO 16+40 LT	\$1,241.11	\$1,241.11	<i>GRANITE</i> - ROCK PLACED FOR LANDSCAPE RESTORATION.

cc: Kiel Gross, Granite Construction Company
Terry Alapeteri, PE, HLA
Eric Stein, HLA



Notice of Completion of Public Works Contract

Department Use Only	
Assigned to	Date Assigned

Date	Form Version Original	Revision Reason
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Awarding Agency Information			
Company Name City of Selah		UBI Number 392 000 174	
Address 115 W. Naches Avenue		City Selah	State Zip Code WA 98942
Contact Name Dale Novobielski	Phone Number (509) 698-7328	Email Address dale.novobielski@selahwa.gov	

Prime Contractor Information			
Company Name Granite Construction Company		UBI Number 409 023 062	
Address 80 Pond Road		City Yakima	State Zip Code WA 98901
Contact Name Jason Halverson	Phone Number (509) 454-8565	Email Address jason.halverson@gcinc.com	

Project Information			
Project Name EAST GOODLANDER RD IMPROVEMENTS		Contract Number 12092C	Affidavit ID Number 970861
Jobsite Address East Goodlander Road		City Selah	State Zip Code WA 98942
Date Awarded 07/23/2019	Date Work Commenced 08/26/2019	Date Work Completed 01/28/2021	Date Work Accepted
Is this a Federally Funded Transportation Project? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, attach the Contract Bond Statement			
Have Subcontractors been used? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, complete Addendum A			
<input checked="" type="checkbox"/> Contract/Payment Bond Waived? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Retainage Bond Waived? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Detailed Description of Work Completed Reconstruct approx. 1,800 LF of E. Goodlander Rd, including planing, unclassified excavation, storm sewer pipe, crushed surfacing, HMA, curb and gutter, concrete sidewalks, retaining walls, traffic signal, and related work.			

DOR Tax Information	
Calculated Amount	\$1,454,113.00
Additions (+)	\$60,327.29
Reductions (-)	
Sub-Total	\$1,514,440.29
Sales Tax Amount	
Total	\$1,514,440.29
Liquidated Damages	
Amount Disbursed	\$1,514,440.29
Amount Retained	
Other	
Sales Tax Rate	
Total	\$1,514,440.29
Both totals must be equal - If multiple sales tax rates, attach a list	

Apprentice Utilization Information	
Was apprentice utilization required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Engineer's Estimate:
Utilization %:	If utilization did not meet or exceed 15%, was a Good Faith Estimate approved? <input type="checkbox"/> Yes <input type="checkbox"/> No

Comments

The Disbursing Officer must submit this completed notice immediately after acceptance of the work done under this contract. **No payment shall be made from the retained funds** until receipt of all release certificates and affidavits.

Complete and submit for by email to all three agencies below



Department of Revenue
Public Works Section
(360) 704-5650
PWC@dor.wa.gov



Washington State Department of
Labor & Industries
Contract Release
(855) 545-8163, option # 4
ContractRelease@LNI.WA.GOV



Employment Security Department
Registration, Inquiry, Standards &
Coordination Unit
(360) 890-3499
publicworks@esd.wa.gov

City of Selah
EAST GOODLANDER ROAD IMPROVEMENTS
12092C
Granite Construction Company
Contractor's Phone No.: (509) 885-4033

PROJECT CLOSING CHECK LIST

***Dale Novobielski, Caprise Groo**

Date Received/Sent:

- The City has received the following from HLA Engineering and Land Surveying, Inc.:

- Final Progress Estimate:
- Notice of Completion of Public Works Contract DOR/L&I:
- Notarized Statement:
- Confirmation that all Punch List items complete:
- Record Drawings:

*EMAILED/DELIVERED:
01/29/21*

11

11

✓

Emailed 09/03/20

Labor and equal employment opportunity documents:

- Statement of Intent / Affidavit of Wages Paid approved by the State Department of Labor and Industries:
- Certified payrolls for the Contractor and Sub-contractor:

Delivered 01/29/21

11

- Council resolution authorizing project acceptance:

- **Copy sent to HLA (cfitzsimmons@hlcivil.com):**

- **Sent 1** copy of Notice of Completion of Public Works Contract to Department of Revenue:

- **Received** WS Department of Revenue Cert of Payment Of State Excise Taxes by PW Contractor release: *(Example Copy Attached) ✓*
- **Copy sent to HLA (cfitzsimmons@hlcivil.com):**

- **Sent 1** copy of Notice of Completion of Public Works Contract to Employment Security Department:

- **Received** WS Employment Security Dept Cert of Payment of Contribution.... PW Contract release: *(Example Copy Attached - Form EMS 8449 760 R3-98) ✓*
- **Copy sent to HLA (cfitzsimmons@hlcivil.com):**

- **Sent 1** copy of Notice of Completion of Public Works Contract to Department of Labor and Industries:

- **Received** Dept. of Labor & Industries Cert of Payment Of Industrial Insurance Premiums by PW Contractor release: *(Example Copy Attached) ✓*
- **Copy sent to HLA (cfitzsimmons@hlcivil.com):**

- There are no liens or claims for labor and materials filed against retainage:

- A full sixty (60) days have elapsed since the official acceptance of this project by the City Council:

- Released Contract Bond:

- **Copy sent to HLA (cfitzsimmons@hlcivil.com):**



STATE OF WASHINGTON

DEPARTMENT OF LABOR AND INDUSTRIES

PO Box 44274 Olympia, Washington 98504-4274

February 20, 2019

TIETON, CITY OF
PO BOX 357
TIETON WA 98947

CERTIFICATE TO RELEASE L&I'S HOLD ON RETAINAGE

The Washington State Department of Labor & Industries is granting approval to release our hold on the retained amount for **WELL NO. 4 - DRILLING, CASING AND TESTING, Contract HLA No. 18042A, Affidavit 824949** to the following contractor:

SCHNEIDER EQUIPMENT INC

514,763-00

600 202 757

We have determined that all workers' compensation premiums, increases, and penalties for this contractor have been paid in full or are readily collectible without recourse to the retained funds, per chapter 60.28 RCW.

The contractor may still be liable for payment if we later determine they owe additional premiums related to this contract or other activities.

Before final payment can be made to the contractor, you will also need to receive releases from the Departments of Revenue and Employment Security Department in addition to ensuring:

- All liens against retainage have been satisfied
- All *Affidavit of Wages Paid* forms have been filed

Thank you,

Wendy Bowe
Contract Release Specialist
(360)902-5772
MCWE235@LNI.WA.GOV

cc: SCHNEIDER EQUIPMENT INC
21881 RIVER RD NE
ST PAUL OR 97137



2350031000040002000000000



Employment Security Department

WASHINGTON STATE

P.O. Box 9046 Olympia, WA 98507-9046 | Fax 360-902-9287

CITY OF TIETON
Attn: Fred Munoz
PO BOX 357
TIETON, WA 98947

) CERTIFICATE OF
) PAYMENT OF CONTRIBUTIONS
) PENALTIES AND INTEREST ON
) PUBLIC WORKS CONTRACT

ES Reference #: 26524800 7
UBI No: 600202757

CONTRACTOR:

SCHNEIDER EQUIPMENT INC
21881 RIVER RD NE
SCHNEIDER EQUIPMENT INC
SAINT PAUL, OR 97137-9508

The Employment Security Department hereby certifies those contributions, penalties and interest due from the above named contractor under the Employment Security Act have been paid in full or provided for with respect to the following public works contract:

Description: Well No 4 Drilling Casing and Testing.

Contract number: 18042A-C

The Employment Security Department hereby certifies that it has no claim pursuant to RCW 50.24.130 against the public body named above for tax attributable to service performed for said public body by the above named contractor on the above described contract. The Employment Security Department releases its lien on the retained percentage which is provided by RCW 60.28.040 for contributions, penalties and interest due from said contractor.

This certificate does not release said contractor from liability for additional contributions, penalties and interest which may be later determined to be due with respect to the above mentioned contract.

Dated at Olympia, Washington on March 27, 2019.

EMPLOYMENT SECURITY DEPARTMENT

Original - Disbursing Officer
Duplicate - Employer
Triplicate - Central Office Files



STATE OF WASHINGTON
DEPARTMENT OF REVENUE

TOWN OF TIETON
C/O CLERK-TREASURER
PO BOX 357
TIETON WA 98947-0357

February 14, 2019
Letter ID: L0008528918
UBI: 600-202-757
Account ID: 600-202-757
Account Type: Excise Tax

We hereby certify that taxes, increases and penalties due or to become due from the contractor listed below under Chapter 180, Laws of 1935, as amended, with respect to the following public works contract:

SCHNEIDER WATER SERVICES

CITY OF TIETON
WELL NO 4-DRILLING, CASING, AND TESTING
CONSTRUCTION OF A NEW PORTABLE WATER WELL TO PROVIDE A SOURCE OF GROUNDWATER FOR MUNICIPAL USE BY THE CITY OF TIETON. WELL CONSTRUCTION WILL INCLUDE A SURFACE SEAL, GROUTING, CASING, WELL SCREEN, DEVELOPMENT, DISINFECTION, PUMPING TESTS, AND SITE CLEANUP.

has been paid in full, or is in the Department's opinion readily collectible without recourse to the state's lien on the retained percentage.

This certificate is issued pursuant to the provision of Chapter 60.28 Revised Code of Washington for the sole purpose of informing the state, county, or municipal officer charged with the duty of disbursing or authorizing the payment of public funds to said contractor that the Department of Revenue hereby releases the state's lien on the retained percentage provided by this Chapter for excise taxes due from said contractor.

This certificate does not release said contractor from liability for additional tax that may be later determined to be due with respect to the above-mentioned contract or other activities.

Dated February 14, 2019 at Olympia, Washington,

Nettie Van Horn

Certifying Officer



CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



Council Meeting Action Item

2/9/2021

N – 2

Title: Resolution authorizing the Mayor to extend a contractual offer to D. R. (Rob) Case to become the City’s full-time, directly-employed City Attorney and, if he accepts such offer, further authorizing the Mayor to sign and enter into an “Employment Contract” with him.

From: Donald Wayman, City Administrator

Action Requested: Approval

Staff Recommendation: Approval of the contract and Resolution

Fiscal Impact: None. The City Council previously approved the salary of \$160,000.00 per year for a full time City Attorney for Calendar year 2021.

Funding Source: 001 Current Expense; 103 Fire; 411 Water; 415 Sewer; 420 Garbage; 119 Transportation.

Background / Findings & Facts: The City Attorney position is created through SMC 1.10.012 and the duties of this position are provided in RCW 35.23.111. The City Attorney position shall be filled by appointment of the Mayor, subject to confirmation by a majority of the entire City Council. Mr. Case is the current contract City Attorney. He has been with the City of Selah since October 2019. He has provided excellent legal services during his tenure and has the confidence of the Mayor to continue as the full-time City Attorney.

Recommended Motion: Approval of Resolution authorizing the Mayor to enter into a contract and hire D.R. (Rob) Case as the City Attorney of Selah Washington.



CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



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

Date:

Action Taken:

9/10/2019

Resolution authorizing the Mayor to sign a Contract for Legal Services with D. R. (Rob) Case (WSBA #34313)

CITY OF SELAH, WASHINGTON
RESOLUTION NO. _____

A RESOLUTION authorizing the Mayor to extend a contractual offer to D. R. (Rob) Case to become the City's full-time, directly-employed City Attorney and, if he accepts such offer, further authorizing the Mayor to sign and enter into an "Employment Contract" with him.

WHEREAS, the City of Selah has a need for full-time, directly-employed City Attorney;

WHEREAS, the City of Selah has previously budgeted funds for the payment of wages and benefits, and also for the payment of costs and expenses, for a full-time, directly-employed City Attorney;

WHEREAS, the City wishes to formally extend an offer to D. R. (Rob) Case (WSBA #34313) to become the City's full-time, directly-employed City Attorney, and if he accepts such offer to then enter into a binding written contract with him for such position; and

WHEREAS, the City's contractual offer to Mr. Case is set forth in the attached proposed "Employment Contract", which specifies the terms and conditions that would apply if he accepts such contractual offer, and which will be signed and entered into as the binding written contract if he accepts such offer;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

The Mayor is authorized to extend a contractual offer to D. R. (Rob) Case (WSBA #34313) to become the City's full-time, directly-employed City Attorney by presenting to Mr. Case a copy of the attached proposed "Employment Contract".

In addition, if Mr. Case accepts such contractual offer, the Mayor is authorized to sign and enter into – on behalf of the City – a binding written contract with Mr. Case in the form of such "Employment Contract".

PASSED this 9th day of February, 2021.

Sherry Raymond, Mayor

ATTEST:

Dale Novobielski, Clerk/Treasurer

EMPLOYMENT CONTRACT

This Employment Contract (hereinafter "Contract") is made and entered into by and between the City of Selah, a Washington municipal corporation (hereinafter "City"), and D. R. (Rob) Case (hereinafter "Employee"), on the date set forth below.

WHEREAS, the City desires to enter into a contractual relationship with Employee for the position of "City Attorney" pursuant to Selah Municipal Code section 1.10.012 and Employee has agreed to serve in this capacity under the terms and conditions of this Contract.

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

1. Duties and Responsibilities

1.1 Title. Commencing on Thursday, April 1, 2021 (or on such later date as the parties mutually agree), the City will employ Employee as its City Attorney and Employee's title shall be "City Attorney".

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 City Attorney consistent with the laws of the State of Washington and the ordinances and policies of the City, including but not limited to Selah Municipal Code section 1.10.012 and those duties referenced in RCW 35.23.111. Under the general direction of the Mayor and City Administrator (with the City Administrator being Employee's general day-to-day supervisor, but with the Mayor's directions superseding any conflicting or inconsistent directions from the City Administrator), Employee shall provide legal services to and for the City including but not limited to the following services:

- A. Reviewing and drafting of ordinances, resolutions, policies, requests for proposals, contracts, agreements, termination notices, disciplinary notices and other legal documents.
- B. Providing advice on legal issues and public policy.
- C. Representing the City in contested administrative hearings, civil lawsuits and appeals stemming from either, except in situations where different counsel is chosen by the City's insurer(s).
- D. Attending, and as appropriate participating in, public session council meetings, private session council meetings and periodic department meetings.
- E. Consulting with the City's Mayor, City Council as a body, Council

member(s) and City Administrator regarding City affairs, and being generally available via telephone, email and/or in person for such consultations.

As exceptions to Employee's scope of services, Employee shall have no responsibility for providing any legal services with regard to criminal prosecution and/or infraction prosecution, as services on such matters shall be assigned to and completed by a separate City employee or independent contractor.

1.3 Devotion of Time and Effort. Subject to the "moonlighting" provisions specified below (in paragraphs 8.7, 8.7.1, 8.7.2, 8.7.3, 8.7.4 and 8.7.5): Employee shall devote his full time, energies, interests, and abilities to the performance of the duties and responsibilities of City Attorney and shall not engage in activities that conflict with or interfere with his performance of such duties and responsibilities. Employee agrees that so long as he remains employed by the City he will remain in the exclusive employ of the City and he shall not become employed by any other person or entity, provided that Employee may engage in occasional teaching on Employee's own time with advance approval of the Mayor or City Administrator (with the Mayor's decision superseding any conflicting or inconsistent decision by the City Administrator).

1.4 Work Schedule. Subject to the "moonlighting" provisions specified below (in paragraphs 8.7, 8.7.1, 8.7.2, 8.7.3, 8.7.4 and 8.7.5): The typical minimum work week shall be approximately 40 hours typically occurring on Monday through Friday from 8:00 am to 5:00 pm (not including breaks). However, Employee shall also work any additional hours and days that are reasonably required to discharge the duties and responsibilities of the office of City Attorney. On occasions when Employee works more than 40 hours per week or more than 8 hours per day or any hours during Saturday or Sunday or any holiday, Employee shall be allowed to establish a modified work schedule for subsequent hours or days so that his cumulative hours worked during any week will be approximately 40 total hours. In all situations, Employee shall utilize and submit time cards for all hours that Employee actually works even though Employee's position shall be an "exempt" position from state and federal hour-based compensation laws (consistent with paragraph 3.1 below).

2. At-Will Employment

Employee shall be employed for an indefinite term. 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, upon hire Employee shall be paid a base annual salary of One Hundred and Sixty Thousand Dollars (\$160,000.00) gross, payable in accordance with the City's regular payroll periods and procedures and subject to all withholdings and deductions required by law. At the turn of each calendar year, Employee shall receive annual pay scale step increases based on satisfactory performance in accordance with City policy. The position of City Attorney is exempt from overtime under state and federal law and Employee therefore shall not be eligible for overtime pay or compensatory time. Employee shall receive the same cost-of-living adjustment that applies to 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 enrollment in Washington's Public Employees' Retirement System ("PERS"). City shall make all required employer contributions, as required by law.
- 3.3 Moving/Temporary Housing Reimbursement. None.
- 3.4 Expenses. The City agrees to directly pay, or reimburse to Employee, all reasonable and necessary expenses that are incurred for the benefit of the City or related to Employee's provision of services to the City, in accordance with City policy and subject to a requirement of preapproval whenever such expenses exceed Five Hundred Dollars (\$500.00) during any calendar month. This includes but is not limited to mileage fees, lodging fees, postage fees, filing fees, service fees, expert witness fees, books and treatises, internet service fees, software fees and licenses, legal research service fees (Westlaw Edge for Government state plan for Washington, or its equivalent), and malpractice insurance premiums or premiums for other insurance that applies to Employee and Employee's performance.
- 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, which includes but is not limited to license fees and dues payable to the Washington State Bar Association, dues payable to the Yakima County Bar Association, and dues payable to the Washington State Association of Municipal Attorneys. 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. Employee may rollover any accrued but unused vacation hours from one calendar year to the next subject to the City's then-existing policy (which policy is, at present, that a total of two hundred forty hours (240) may be rolled over, but the City reserves the right to potentially change that policy in the future).

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. Employee may rollover any accrued but unused sick leave hours from one calendar year to the next subject to the City's then-existing policy (which policy is, at present, that a total of two hundred forty hours (240) may be rolled over, but the City reserves the right to potentially change that policy in the future).

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. None.

4.6 City Vehicle. The City shall not be required to provide a City vehicle to Employee. However, in the event Employee uses his own vehicle for travel exceeding fifteen (15) cumulative miles on any day while on City business (but not including ordinary commutes to and from work daily), the City shall reimburse Employee for mileage in accordance with City policy.

4.7 Mobile Phone, Laptop and Portable Printer. The City shall provide Employee with a "smart" mobile phone, a laptop and a portable printer 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 Mayor or City Administrator. The Mayor or City Administrator may, but are not required to, produce a written report for any such performance evaluation.

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 earlier than or on December 31, 2030, 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).

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 but is not limited to 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 actual and substantial financial 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 in non-emergency situations Employee has been given notice and a reasonable opportunity to cure the alleged failure); (v) commission of a felony or crime of moral turpitude; (vi) willful violation of City policy or other willful misconduct; or (vii) disbarment or suspension of his law license lasting longer than thirty-two (32) calendar days. 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). However, Employee shall not be entitled to receive any severance pay. As a point of clarification relative to subpart (ii) above, an adverse or non-successful outcome (*i.e.*, a loss, partial loss or failure to win) on any legal matter or issue – including but not limited to any contested administrative hearing, civil lawsuit or appeal; any contract negotiation or invalidation; and the invalidation of any law, code section, ordinance, resolution, policy, procedure or rule – shall not be a basis for a “for cause” termination.

6.3 SMC Section 1.10.012. The following provision from the now-existing Selah Municipal Code section 1.10.012 is made a permanent and nonmodifiable part of this Contract (and thus superseding any potentially conflicting provision in paragraph 8.2 below): “The city attorney is subject to removal from office by the mayor with concurrence by a majority of the entire city council.” Accordingly, neither the Mayor nor the City Administrator may unilaterally terminate Employee’s employment, irrespective of the circumstances and irrespective of any attempted or actual modification of any provision of the Selah Municipal Code. Rather, for the City to terminate Employee’s employment under any circumstance, it shall always be required that the Mayor and a members of the City Council holding a majority (or more) of the then-total positions of the City Council (which, at present, would be at least four of the seven total positions) mutually agree to terminate Employee’s employment and such members of the City Council publicly vote to terminate Employee’s employee.

6.4 Resignation/Retirement. Employee may at any time, in his unlimited and continuing discretion, resign and relinquish his employment by providing written notice to the Mayor or 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 Mayor or City Administrator at least thirty (30) calendar days prior to Employee’s effective resignation date (or by such other lesser deadline as the Mayor or 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.

6.5 Disability; Death. The City may terminate Employee’s employment due to any permanent or temporary disability or incapacity (including but not limited to illness)

that renders Employee unable to fully perform his duties and responsibilities for a cumulative or successive duration of thirty-two (32) calendar days 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, the other provisions shall remain binding and enforceable to the fullest extent possible. The previous "Contract for Legal Services (City Attorney)" entered into between the parties on or about September 10, 2019 (and all amendments thereto) is hereby terminated and replaced by the terms and conditions of this Contract.

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 Mayor or City Administrator either via hand-delivery to the recipient or via certified U.S. mail with return receipt requested to the recipient's then-applicable City mailing address. Any notice to Employee under this Contract shall be furnished in physical written form by the City to Employee either via hand-delivery or via certified U.S. mail with return receipt requested to Employee's then-applicable personal mailing address as recited on the City's employment records for Employee. Any hand-delivered notices shall be deemed effective as of the date of actual delivery, and any notices delivered via certified mail shall be deemed effective as of date recited on the return receipt as the date of actual delivery to the recipient.

- 8.2 The Mayor or City Administrator may at any time, in their 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 or conflicting with the provisions of this Contract, with then-applicable City code or ordinances, with any other then-applicable law or with Employee's ethical and legal duties and responsibilities, and provided further that such policies and rules do not expand Employee's duties and responsibilities to matters that are capable of being performed by a non-attorney.
- 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 or to the extent that such are inconsistent or conflicting with Employee's ethical and legal duties and responsibilities.
- 8.4 This Contract shall be interpreted, construed, and enforced 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.
- 8.7 Moonlighting. The City acknowledges that Employee has been engaged in the private practice of law for many years prior to entering into this Contract including up to the date that he entered into this Contract, that Employee remains obligated to many preexisting clients and remains engaged on many preexisting matters and issues, and that Employee will not be able to fully finish representing such clients or fully complete work on such matters and issues prior to Employee entering into this Contract and thus prior to Employee becoming directly employed by the City.
- 8.7.1. Accordingly, the City acknowledges and agrees that Employee shall and does have an unlimited period in which Employee, either personally or via a newly-formed one-member entity that he establishes, may continue representing any or all of his preexisting clients (including but not limited to persons and entities) on any or all of their preexisting matters or issues that Employee was already

working on prior to entering into this Contract (including but not limited to civil litigation, criminal defense litigation, appeals stemming from any litigation, contract drafting, transactional work, negotiations, advice, and consultations) throughout the United States despite Employee's entry into this Contract and thus temporarily overriding any provisions of this Contract that might purport to require Employee to devote his full time, energies, interests, and abilities to the performance of the duties and responsibilities of City Attorney (see paragraph 1.3 above) or to remain in the exclusive employ of the City (see paragraph 1.3 above) or to work any typical work day(s) or hour(s) for the City (see paragraph 1.4 above) or that might otherwise purport to in any way restrict or prohibit Employee from working for clients other than the City or from working on matters or issues related to the City. The Mayor or City Administrator may, from time to time, request proof from Employee that his work on any such matter or issue actually began and existed prior to his entry into this Contract.

- 8.7.2. For the ease of reference, this is referred to as "moonlighting". The City acknowledges and agrees that Employee's moonlighting may, and likely will, require Employee to be absent and unavailable during normal business hours on occasions and also for the totality of normal business days on occasions.
- 8.7.3. The City acknowledges and agrees that all compensation, entitlements, recoveries, title, interests and other awards that Employee may receive via moonlighting shall and will be solely and exclusively Employee's without any interest therein or portion thereof belonging to the City. Employee acknowledges and agrees that his moonlighting shall and will be performed independently from his performance as City Attorney, with the City having no responsibilities, obligations, duties, liabilities thereon or thereto. The City acknowledges and agrees that it shall and will pay Employee his full compensation and provide to Employee his full benefits during the moonlighting period, without any reductions or setoffs for any reason.
- 8.7.4. Employee acknowledges and agrees that his moonlighting shall and will be restricted to, as specified above, representing his preexisting clients on their preexisting matters or issues that Employee was already working on prior to entering into this Contract. Thus, by contrast, Employee acknowledges and agrees that he shall not and will not accept any new client(s) or become engaged on any new matter(s) or issue(s) during his employment by the City under this Contract (except as authorized in paragraph 8.7.5 below). Further, Employee agrees that if his representation of any preexisting client or his work on any preexisting matter or issue creates a conflict of interest with his employment by the City under this Contract, that Employee shall and will either cease

representing such client, cease working on such matter or issue, or resign his employment under this Contract.

8.7.5. Employee acknowledges and agrees that once he has finished representing all of his preexisting clients on their preexisting matters or issues that Employee was already working on prior to entering into this Contract, that the moonlighting period shall and will forever cease and that Employee shall and will no longer work for any client other than the City or work on matters or issues unrelated to the City. However, as a partial modification to the preceding sentence, the City acknowledges and agrees that Employee shall and will always have an unrestricted and continuing right – even after the moonlighting period ceases – to represent himself or any member(s) of his family on any new matter or issue so long as he does so independently from his performance as City Attorney and that such representation does not conflict with Employee’s employment by the City.

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”):

D. R. (ROB) CASE (“Employee”):

Sherry Raymond, Mayor

D. R. (Rob) Case, WSBA #34313

Dated: _____

Dated: _____

ATTEST:

Dale Novobielski, Clerk/Treasurer



**CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY**



Council Meeting Action Item

2/9/2021 N – 3

Title: Resolution Authorizing the Mayor to Sign the Kilpatrick Outside Utility Agreement (OUA 21-001)

From: Jeff Peters, Community Development Supervisor

Action Requested: Approval

Staff Recommendation: Adopt the accompanying resolution.

Fiscal Impact: None

Funding Source: None

Background / Findings & Facts: The City of Selah Public Works and Planning Department have received a signed and notarized application for an Outside Utility Agreement from Calvin Kilpatrick during the month of January, to extend city water service outside of the city's municipal boundaries for the purpose of serving an existing single-family home located at 317 E. Goodlander Rd. in which the private well failed. At this time, the property owner has signed all required documents necessary for the extension of city water service outside of the city boundaries and the application meets the provisions of Selah Municipal Code, Chapter 9.15 Service Outside City.

Recommended Motion: I recommend that the City Council pass the attached resolution authorizing the Mayor to Sign the Kilpatrick Outside Utility Agreement.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE MAYOR TO SIGN THE KILPATRICK OUTSIDE UTILITY AGREEMENT (File: OUA 21-001)

WHEREAS, on February 9, 2021, the City Council of the City of Selah, WA. approved a municipal water Outside Utility Agreement (OUA) for petitioner Calvin Kilpatrick; and,

WHEREAS, the municipal water and sewer OUA is limited in scope to serve the existing single-family residence located on property legally described in the OUA on the date of execution of this agreement. Any future division of the property, or the construction of additions to the proposed new structure, or the construction of additional structures on the property (if said property is not located within the City) shall require a new outside utility agreement or the amendment of this agreement.

This Outside Utility Agreement is subject to the following conditions:

1. Accept and sign the Irrevocable Property Covenant.

This agreement affects the following described property, to wit:

W 67 FT OF E 268 FT OF S 335 FT OF SW1/4 SE1/4 SW1/4 EX S 25 FT FOR CO. ROAD
(ASSESSOR'S PARCEL NO. 181425-34012)

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor is authorize to sign the Kilpatrick (OUA 21-001) Outside Utility Agreement in the form as is attached hereto and incorporated herein by reference and that this resolution and the outside utility agreement to be recorded in the Office of the Yakima Auditor.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 9th day of February 2021.

Sherry Raymond, Mayor

ATTEST:

Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:

Rob Case, City Attorney

**CITY OF SELAH CITY COUNCIL
STAFF REPORT**

Kilpatrick Outside Utility Agreement
January 29, 2021

FILE NO.: OUA-21-001

PROPOSAL: Water outside utility agreement to serve an existing single-family residence per SMC, Title 20, Chapter 20.190.

PROPONENT: Calvin Kilpatrick

LOCATION: 317 E. Goodlander Rd.

HISTORY: The existing private domestic well has recently failed as reported by the property owner and verified by city staff.

LAND USE

North: Single-Family Residence
South: Carlon Park
East: Single-Family Residence
West: Single-Family Residence

ZONING:

All properties, within and outside the municipal boundary, are zoned Single-Family Residential

SELAH URBAN GROWTH AREA COMPREHENSIVE PLAN

The site and properties to the North, East, and West are designated Low Density Residential (*maximum 5 dwelling units per acre*).

ENVIRONMENTAL REVIEW: Not required.

APPLICATION AUTHORITY: Selah Municipal Code, Chapter 9.15 Service Outside City Limits.

**CRITERIA FOR WATER/SEWER SERVICE OUTSIDE CITY
LIMITS**

City water or sewer service may, at the discretion of the council, be extended outside the city of Selah limits, upon the following events occurring:

- (1) That the area to be served lies within the "Area of Mutual Planning Concern" as established by Resolution 986; (*Staff comments: Site within urban growth area boundary*)
- (2) That the proposed extension of city water and sewer mains and system appurtenances conform to the city's comprehensive plans; (*Staff comments: Connection to existing water main*)
- (3) That the applicant has executed an outside utility agreement containing the following

conditions, as a minimum:

- (a) The agreement shall be executed by the property owner(s) and shall be recorded and constitute a covenant upon the land, *(Staff comments: Agreement executed)*
- (b) The owner(s) shall pay all connection charges, service fees, etc. as prescribed by city ordinance when the service is applied for.
- (c) The owner(s) shall assist the city in taking the necessary steps to obtain the approval of the Yakima Boundary Review Board, *(Staff comments: Included in executed Agreement)*
- (d) The owner(s) shall comply with city ordinances concerning short or long platting and shall construct all improvements to city standards as if the property affected by this agreement were situated within the boundaries of the city, *(Staff comments: Included in executed Agreement-Agreement limited to service to existing residence only)*
- (e) The owner(s) agree to sign in favor of any and all notices, petitions and any other documents requested concurrent with this agreement or at any time requested by the city leading to the annexation to the city of the property, *(Staff comments: Included in executed Agreement)*
- (f) The agreement may also contain other conditions or covenants, as determined by the council to assure the orderly, planned development of the area. *(Staff comments: No specific conditions or covenants included in Agreement)*

UTILITIES: All public/private utilities will be installed.

TRANSPORTATION: The site abuts E. Goodlander Rd.

OTHER FINDINGS: The private domestic well has failed. Authorization to connect the existing residence to municipal facilities, subject to the limitations set forth in the OUA is recommended.

RECOMMENDATION: Council approval of the Kilpatrick OUA authorizing connection of the existing residence to the municipal water system.

Kilpatrick OUA





CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



Council Meeting Action Item
2/9/2021 O – 1

Title: Ordinance Amending the 2021 Budget For Miscellaneous Adjustments

From: Dale Novobielski, Clerk/Treasurer

Action Requested: Approval

Staff Recommendation:

Approve Ordinance.

Board/Commission Recommendation: Not Applicable

Fiscal Impact: Estimated Ending Fund Balances will increase by \$ 1,696,088.

Funding Source: Fund 001 General \$ 560,085, Fund 103 Fire Control \$ 79,931, Fund 110 City Street \$ 98,014, Fund 115 Local Access St. Improv \$ 132,693, Fund 118 Civic Center \$ 15,509, Fund 119 Transit \$ 154,565, Fund 121 Tourism \$ 12,200, Fund 150 Fire Equipment Res \$ 53,248, Fund 170 CE Equipment Res \$ 9,597, Fund 171 Public Works Equipment Res \$ 25,878, Fund 301 Capital Improvement \$ 102,360, Fund 303 Fire Control Building Reserve \$ (1,409), Fund 310 CE Bldg/Property Reserve \$ 6,321, Fund 411 Water \$ 129,758, Fund 415 Sewer \$ 154,763, Fund 420 Solid Waste \$ 13,041 Fund 461 \$ 61,279 and Fund 465 Sewer Reserve \$ 88,255.

Background / Findings & Facts: To amend the 2021 budget for the estimated amount of cash and investments (fund balance) carried over from 2020.

Recommended Motion: I move to approve an Ordinance amending the 2021 budget for adjustments to the beginning cash and investment balances.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE 2021 BUDGET FOR MISCELLANEOUS
ADJUSTMENTS

WHEREAS, the City desires to approve miscellaneous adjustments to the 2021 Budget;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON,
does ordain as follows: that the Clerk-Treasurer be authorized to amend the 2021 Budget as
follows:

001 General

Non-Departmental

001.000.098.308.80.00.00 New Beginning Unreserved Cash & Investments \$ 1,118,085

001.000.999.508.80.00.00 New Ending Unreserved Cash & Investments \$ 1,218,291

103 Fire Control

103.000.022.308.80.00.00 New Beginning Unreserved Cash & Investments \$ 759,175

103.000.999.508.80.00.00 New Ending Unreserved Cash & Investments \$ 1,319,889

110 City Street

110.000.042.308.10.00.00 New Beginning Reserved Cash & Investments \$ 298,014

110.000.999.508.10.00.00 New Ending Reserved Cash & Investments \$ 263,431

115 Local Access St Improv.

115.000.097.308.10.00.00 New Beginning Reserved Cash & Investments \$ 247,693

115.000.008.508.10.00.00 New Ending Reserved Cash & Investments \$ 220,195

118 Civic Center

118.000.075.308.10.00.00 New Beginning Reserved Cash & Investments \$ 40,509

118.000.008.508.10.00.00 New Ending Reserved Cash & Investments \$ 67,396

119 Transit

119.000.047.308.10.00.00 New Beginning Reserved Cash & Investments \$ 464,565

119.000.999.508.10.00.00 New Ending Reserved Cash & Investments \$ 431,642

121 Tourism

121.000.057.308.10.00.00 New Beginning Reserved Cash & Investments \$ 47,200

121.000.999.508.10.00.00 New Ending Reserved Cash & Investments \$ 29,618

<u>150 Fire Equipment Reserve</u>		
150.000.022.308.10.00.00	New Beginning Reserved Cash & Investments	\$ 659,248
150.000.008.508.10.00.00	New Ending Reserved Cash & Investments	\$ 1,010,598
<u>170 CE Equipment Reserve</u>		
170.000.098.308.10.00.00	New Beginning Reserved Cash & Investments	\$ 535,597
170.000.008.508.10.00.00	New Ending Reserved Cash & Investments	\$ 594,318
<u>171 Public Works Equip Res</u>		
171.000.098.308.10.00.00	New Beginning Reserved Cash & Investments	\$ 505,878
171.000.008.508.10.00.00	New Ending Reserved Cash & Investments	\$ 547,378
<u>181 Crime Prevention Accum. Reserve</u>		
181.000.098.308.10.00.00	New Beginning Reserved Cash & Investments	\$ 4,967
181.000.008.508.10.00.00	New Ending Reserved Cash & Investments	\$ 5,587
<u>301 Capital Improvement</u>		
301.000.098.308.80.00.00	New Beginning Unreserved Cash & Investments	\$ 617,360
301.000.008.508.80.00.00	New Ending Unreserved Cash & Investments	\$ 741,360
<u>303 Fire Control Bldg Reserve</u>		
303.000.022.308.80.00.00	New Beginning Unreserved Cash & Investments	\$ 25,191
303.000.008.508.80.00.00	New Ending Unreserved Cash & Investments	\$ 35,221
<u>310 CE Bldg/Property Reserve</u>		
310.000.098.308.80.00.00	New Beginning Unreserved Cash & Investments	\$ 1,085,321
310.000.008.508.80.00.00	New Ending Unreserved Cash & Investments	\$ 1,095,321
<u>411 Water</u>		
411.000.034.308.80.00.00	New Beginning Unreserved Cash & Investments	\$ 1,149,758
411.000.999.508.80.00.00	New Ending Unreserved Cash & Investments	\$ 1,216,887
<u>415 Sewer</u>		
415.000.035.308.80.00.00	New Beginning Unreserved Cash & Investments	\$ 991,763
415.000.999.508.80.00.00	New Ending Unreserved Cash & Investments	\$ 1,089,279
<u>420 Solid Waste</u>		

420.000.037.308.80.00.00	New Beginning Unreserved Cash & Investments	\$ 271,041
420.000.999.508.80.00.00	New Ending Unreserved Cash & Investments	\$ 245,341
<u>461 Water Reserve</u>		
461.000.034.308.80.00.00	New Beginning Unreserved Cash & Investments	\$ 1,453,731
461.000.034.308.11.00.00	New Beginning Reserved C & I – Reservoir Replac.	449,833
461.000.034.308.12.00.00	New Beginning Reserved C & I – Auto Meter Read	247,715
461.000.999.508.00.00.00	New Ending Unreserved Cash & Investments	\$ 1,541,731
461.000.999.508.11.00.00	New Ending Reserved C & I – Reservoir Replac.	471,833
461.000.999.508.12.00.00	New Ending Reserved C & I – Auto Meter Read	257,715
<u>465 Sewer Reserve</u>		
465.000.035.308.80.00.00	New Beginning Unreserved Cash & Investments	\$ 1,353,255
465.000.999.508.80.00.00	New Ending Unreserved Fund Balance	\$ 1,386,488

PASSED AND ORDAINED BY THE CITY COUNCIL OF THE CITY OF SELAH,
WASHINGTON this 9th day of February 2021.

Sherry Raymond, Mayor

ATTEST:

Dale E. Novobielski, Clerk-Treasurer

APPROVED AS TO FORM:

Rob Case, City Attorney

ORDINANCE NO. _____

Analysis of Beg. Cash/Investments

Funds		Ending Cash	Ending Investments	Ending Balance	2021 Budget Beg Est.	T/-	
001	General Fund	\$79,981.88	\$1,456,315.13	\$1,118,085.26	\$558,000.00	\$560,085.26	Unreserved
				\$418,211.75	\$419,350.00	(\$1,138.25)	Reserved
103	Fire Control	\$70,994.52	\$1,088,180.07	\$759,174.59	\$679,244.00	\$79,930.59	Unreserved
				\$400,000.00	\$400,000.00	\$0.00	Reserved
110	City Street	\$74,988.05	\$223,026.04	\$298,014.09	\$200,000.00	\$98,014.09	
111	Street Improvement	\$3,857.81	\$100,000.00	\$103,857.81	\$103,928.00	(\$70.19)	
113	Paths & Trails	\$1,707.27	\$1,205.05	\$2,912.32	\$2,800.00	\$112.32	
115	Local Access Street Improv.	\$8,697.45	\$238,995.69	\$247,693.14	\$115,000.00	\$132,693.14	
118	Civic Center	\$34,154.43	\$6,354.13	\$40,508.56	\$25,000.00	\$15,508.56	
119	Transit	\$70,073.65	\$394,491.62	\$464,565.27	\$310,000.00	\$154,565.27	
121	Tourism	\$11,495.15	\$35,705.31	\$47,200.46	\$35,000.00	\$12,200.46	
140	Contingency Reserve	\$5,039.50	\$174,423.57	\$179,463.07	\$179,000.00	\$463.07	
150	Fire Equipment Reserve	\$8,638.32	\$650,609.80	\$659,248.12	\$606,000.00	\$53,248.12	
153	EMS Equipment Reserve	\$896.69	\$26,148.48	\$27,045.17	\$26,800.00	\$245.17	
170	CE Equipment Reserve	\$5,080.64	\$530,516.24	\$535,596.88	\$526,000.00	\$9,596.88	
171	Public Works Equipment Reserve	\$5,849.14	\$500,028.46	\$505,877.60	\$480,000.00	\$25,877.60	
180	Drugs & Alcohol Community Res.	\$982.46	-\$2,852.79	\$3,835.25	\$3,700.00	\$135.25	
181	Crime Prevention Accum. Res.	\$890.24	\$1,785.79	\$2,676.03	\$2,600.00	\$76.03	
301	Capital Improvement	\$5,689.04	\$611,670.68	\$617,359.72	\$515,000.00	\$102,359.72	
303	Fire Control Building Reserve	\$4,859.42	\$20,331.19	\$25,190.61	\$26,600.00	(\$1,409.39)	
308	Civic Center Capital Project	\$4,191.79	\$23,295.69	\$27,487.48	\$27,000.00	\$487.48	
310	CE Building/Property Reserve	\$6,881.57	\$1,078,439.71	\$1,085,321.28	\$1,079,000.00	\$6,321.28	
411	Water	\$57,467.61	\$1,092,290.13	\$1,149,757.74	\$1,020,000.00	\$129,757.74	
415	Sewer	\$70,275.44	\$921,487.54	\$991,762.98	\$837,000.00	\$154,762.98	
420	Solid Waste	\$70,671.01	\$200,369.97	\$271,040.98	\$258,000.00	\$13,040.98	
461	Water Reserve	\$19,349.67	\$2,131,929.51	\$1,453,731.28	\$1,400,000.00	\$53,731.28	Unreserved
				\$449,833.16	\$440,000.00	\$9,833.16	Res-Reservoir Replacement
				\$247,714.74	\$250,000.00	(\$2,285.26)	Res - Auto Meter Read
465	Sewer Reserve	\$3,006.60	\$1,350,248.62	\$1,353,255.22	\$1,265,000.00	\$88,255.22	
633	Municipal Court Suspense	\$9,407.98	\$0.00	\$9,407.98	\$0.00	\$9,407.98	
		\$635,127.33	\$12,860,701.21	\$13,495,828.54	\$11,790,022.00	\$1,705,806.54	