Study Session Minutes
Selah City Council
February 9, 2021
3:30pm

Mayor Raymond opened the Study Session on the Water System Plan then turned the meeting over to Public Works Director Henne and Justin Bellamy, HLA Engineering and Land Surveying, Inc.

Public Works Director Henne said that the plan is in draft form and substantially complete, covering construction, future projects, the financial aspects of the water system, and future rate requests. He noted that the plan was provided to Council on thumb drives. introduced Justin from HLA as author of the document, want to focus mostly on future projects and the financial chapter, can also discuss other portions of the document

Justin Bellamy gave an overview of the plan, referring to several pages in the plan that are shared on screen. Starting with background information, he explained that water systems are a WAC requirement administered by the State Department of Health, which are required to be updated every ten years, with the purpose of the plan to demonstrate system capacity for present and future water system demands, and provide eligibility for future funding opportunities with improvements identified in the plan. He reviewed the current water system, discussing the different pressure zones, the booster stations, wells, and reservoirs; laid out the improvements identified as future projects in the plan; and explained the financial plan, including a proposed summary of the budget, projection of future revenues and expenditures for the system, and the water rate structure.

Discussion followed, including topics such as estimates on water use reduction via raising the rate adjustment; advantages to automatic meter reading system; water rights and the potential of acquiring more in the future; Crusher Canyon development; encouraging low water usage landscaping for new and existing construction; warehouses using well water; and finalizing the document, which includes a ninety-day review and comment period with the Health Department.

The Study Session ended at 4:59 pm.

City of Selah
Council Minutes
February 9, 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; 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 Tom Morris gave the prayer.

F. Agenda Changes **None**

G. Public Appearances/Introductions/Presentations

1. Katrina Henkle, Selah Downtown Association – Update

Katrina Henkle, Selah Downtown Association (SDA) Executive Director, addressed the Council. She said that, as mentioned at the past few meetings, they have the have façade grant open through 26th of this month, and have only received one application thus far. She remarked that they are also getting ready for the business discovery easter egg hunt and asked that businesses check their emails and let her know if they want to participate. She commented that they have a We heart Selah display in the old Belltone building to draw attention to the space, and are working on showing three sixty-degree tours of empty commercial and business spaces in town. She noted that they are working on new bins of flowers for the year.

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

I. Communications

1. Oral

Mayor Raymond opened the Public 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 to be read aloud.

From Daniel Callahan, Selah:

I believe the city should open up the position of city attorney to new applicants in order to weigh all the options Selah could potentially have. Perhaps Selah could get a better deal on an attorney, since $160,000 is a rather steep price for the taxpayers. Especially considering no city attorneys get paid a similar salary for any city of Selah's size and approximate geographic location. I think it would be pretty likely that attorneys in the area would agree to a more normal salary. Perhaps Selah could also look for an attorney that could skillfully keep the city from getting sued. After all there are 3 lawsuits that have come about just in the past year alone.

From Mindy Clark, Selah:

The personal lawyer for City Administrator Donald Wayman, should not be the city of Selah's attorney. Mayor Raymond and City Council members need to listen to the Selah residents they represent. Documents were signed by Rob Case stating that there would be no conflict of interest, but to the residents of Selah, there certainly is the impression of one. I do believe we do not need a full-time attorney and I believe our current, part time, attorney needs to be replaced.

From Julianne Moore, Selah:

I think the salary for the City Attorney is too high
The Council should look at Attorney General office, staff Attorney salaries to establish a salary range

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 26, 2021 Council Meeting

* 2. Approval of Claims and Payroll:

Payroll Checks Nos. 84068 – 84084 for a total of $286,509.92
Claim Checks Nos. 76064 – 76131 for a total of $215,860.98

* 3. Resolution N – 1: Resolution Accepting the East Goodlander Road Improvements Project, STPUS-4710(001) as Complete

* 4. Resolution N – 3: Resolution Authorizing the Mayor to Sign the Kilpatrick Outside Utility Agreement (OUA 21-001)

Council Member Bell 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

a. Facilities Committee

Mayor Raymond addressed M – 1a. She said that during their retreat they discussed having a facilities committee, and requested that those Council Members who had expressed interest remind her who they were.

Council Members Carlson, Costello, Bell and Peterson all indicated their interest.

Mayor Raymond commented that four Council Members would put them in violation of the Open Public Meetings Act, and asked if one of the four would like to step back. Seeing no indication from any of them that they would do so, she stated that Council Members Costello, Peterson and Bell would form the committee and work together on a plan. She added that Police Chief Christmas would be there for them to ask questions and discuss the matter as they moved forward with the process.

Council Member Bell remarked that part of their discussion had been whether it would be a police station or a combination police station/city hall, and wondered if they were to consider just a police station or an option for both.

Mayor Raymond responded that she thought they had decided on just a police station.

Council Member Carlson felt that they had talked about all options, but in an effort to save costs they had discussed a remodel to City Hall and a new police station.

Mayor Raymond asked Council Member Bell if that answered his question.

Council Member Bell replied in the affirmative.

Mayor Raymond said that the three committee members should get together and decide how they were going to meet to fulfill the committee.

Police Chief Christman commented that he remembered discussion as to whether the court would be included in the same facility.

Mayor Raymond answered that it would be included. She noted that Amy Swayze and Samantha Peterson had been appointed to fill the two positions on the Planning Commission. She went on to say that they would both be attending the meeting next Tuesday to listen in, then start as full Commissioners at the next meeting.

Council Member Carlson inquired who was leaving the Planning Commission.

Mayor Raymond replied that the two departing were Jennifer Huber and Christine Moore.

2. Old Business **None**

N. Resolutions

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

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

City Administrator Wayman addressed N – 2. He read aloud the title of the Resolution, saying that he had a pen change to start with on paragraph 3.1, where it says that employee shall receive employee's step scale increases, which was to be stricken as they don't have a step process for that position,.

Council Member Peterson asked if they were striking the sentence containing 'at the turn of each calendar year'.

City Administrator Wayman replied in the affirmative. He said that staff recommends approval, with no fiscal impact as the budget was already approved for the position at that rate, noting that they have the attorney present who worked with them on the contract, who could answer the more technical aspects of the contract if Council had questions. He stated that the City Attorney position was created through Selah's Municipal Code, with the duties of said position outlined in State RCW, and that this particular position is a little more unique in that the Mayor chooses the City Attorney to present to Council for confirmation, and in a case of separation, discharge or firing, that must be confirmed by Council as well, providing a second level of protection for the City. He remarked that Rob Case was selected in a competitive process that went out for bid in September 2019, and entered into a contract with the City with a last paragraph worded the way it was as they were contemplating adding a full-time attorney on staff, then read aloud the pertinent section of the City Attorney's contract. He went on to talk about City Attorney Case's background, his accomplishments as a litigator at the local, State, and Federal levels,

his extensive experience in real state matters, union grievances and appeals, contract negotiations, tax appeals, and his recent success with regard to the Owens appeal case. He added that City Attorney Case also crafted the Mayor's Proclamation with regard to the Governor's Stay Safe, Stay Home Proclamation, of which not one bit needed to be changed per the Governor's office and County Prosecutor Brusic, and was actively defending the City on three other lawsuits. He requested that Judge Federspiel comment on City Attorney Case's performance before Council asked questions.

Doug Federspiel addressed the Council. He said that over the ten years he was on the bench he had the privilege of having some cases and motions litigated in front of him by City Attorney Case, and his observations from memory were that he is a very aggressive litigator and aggressively represents his clients, relating one instance as an example. He remarked that when attorneys begin they are often uniformly aggressive in all cases all the time, and as they mature they learn when to be aggressive appropriately and when to sit back, and his observations over that period of time were that City Attorney Case did a good job of evolving from a young litigator to knowing what fights to pick and remain aggressive and which ones to sit back and let go under the bridge. He stated that he didn't have any criticisms of his litigation that he had the privilege of having him in front of him in court on.

City Administrator Wayman said that the recommended motion is approval of the Resolution to enter into a contract with City Attorney Case.

Council Member Matson questioned paragraph 6.1 where it stated that the City would pay employee six months of applicable salary as a severance payment, saying that she would like to have that discussed and shortened, as she understands the need for severance but felt that six months was a bit long.

City Administrator Wayman asked if she thought it was a bit much.

Mayor Raymond wondered what she would prefer as a shorter amount of time.

Council Member Matson suggested that a three-month period of time would be more applicable.

City Administrator Wayman requested that she confirm the three-month period of pay.

Council Member Matson replied that was correct.

City Administrator Wayman said that they discussed and had some negotiation, and this was what both parties felt was most equitable if he had to be discharged without cause. He expressed confidence that if that was necessary, it would preclude the City from having to go into a nastier breakup, while handing out a three-month severance without cause could actually lead them into litigation that could result in a much bigger layout of cash by the City. He stated that they were trying to come up with the most equitable offer can if he had to go without cause, as litigation would likely follow with only a three-month discharge, as he could seek damages or recompense from the City for a reason not stated. He felt that a judge receiving this type of information would see that the City went out of its way to offer a six-month separation.

Mr. Federspiel remarked that there are two separate issues involved in termination under an at-will employment situation, noting that this was structured to be at the recommendation of the Mayor with

consent of the majority of Council if they decide to terminate the contract prior to 2030, and that he was reviewing the contract at the City's behest. He explained the reasoning behind the termination clause, outlining the pros and cons for both the City and City Attorney Case.

Council Member Matson commented that had answered her questions.

City Administrator Wayman remarked that another aspect of that is that City Attorney Case is coming to them not vested in any retirement program at this point, whereas the new Police Chief had come to the City already invested in a retirement program and was still offered a six-month severance in the unlikely case he needed to be separated without cause.

Council Member Vargas said that the sunset of nine years in the same paragraph seemed very long to her, given that she thought Police Chief Christman's was five years.

City Administrator Wayman responded that it goes back to him not being vested in retirement, as he would be coming out of the private sector to do municipal work for the City. He added that this was something City Attorney Case wanted and felt very strongly about, and they thought it was fair.

Council Member Wickenhagen expressed some concern regarding he moonlighting clause that would allow City Attorney Case to take on the clients he currently has for an unlimited amount of time without having an obligation to the City, as he didn't see how that was fair to the City or every other employee.

City Administrator Wayman referred Council to paragraph 8.73 of the contract, saying that City Attorney Case can't just drop the clients he currently has with matters that will need to be litigated and may not come to fruition for many years with the current situation affecting courts. He explained that City Attorney Case needs to see them through or com to an agreement with his clients, or he could be subject to discipline for failing to do what he committed to prior to taking the full-time position, but this would not allow him to take on new clients or cases beyond what he has, and he would be accounting for his time and coordinate with both the Mayor and himself to manage his caseload and provide the City with forty hours per week.

Council Member Wickenhagen requested that he specify the contract section that says he has to perform his eighty hours in the pay period.

City Administrator Wayman replied that it was in paragraph 1.4 and read the pertinent section aloud.

Council Member Vargas requested clarification regarding the language in paragraph three of page nine, which describes the clients he would be able to continue working with.

City Attorney Case explained that it would only be a pending current issue where a client has been seeking advice and needs additional advice just on that matter, as the idea was to wrap up his other cases as quickly as possible. He stated that ethically he cannot disclose all his clients, but it would not be an open-ended situation, only pertaining to something active and ongoing with the necessity for more advice before being concluded.

Council Member Carlson wondered how they would monitor that to stay protected and ensure they were getting their service for the City, indicating a clause says that there are days on end when he might not be around, questioning how they would double-check that and make stay accountable to the taxpayers.

City Administrator Wayman replied that they have time sheets where he will have to account for his hours at end of each pay period, and that he would work with himself, the Mayor, or the Clerk/Treasurer in making up those hours. He added that they would not be asking for a list of clients, but they would certainly be ensuring that he was providing them the hours he signed up to do and was getting paid for.

Council Member Carlson pointed out that there are only so many hours in a day or week and how would they protect themselves. He remarked that the whole proposal was based on the need for a full-time attorney yet this would be allowing their attorney to not be there full-time during business hours.

City Administrator Wayman answered that the caseload they were talking about wouldn't take him away for long periods of time frequently, and that if he was unable to meet those hours he would be in breach of contract. He added that City Attorney Case knows what the expectations are and he's willing to work with them and manage his legacy clientele on his own time.

Council Member Carlson commented that he was having a hard time with the concept that cases cannot be passed off, opining that it happens all the time with very good attorneys for various reasons, and to claim it's an undefined time frame is a challenge. He also felt the nine-year clause was a big challenge, as was the inclusion of the contractual authority of the City Administrator instead of the Mayor as they had specifically amended in the Police Chef's contract. He added that he was in the private sector and failed to see why risk couldn't be taken as everyone takes risks, and that while he understood the request for a contract, he didn't understand the need nor did he like setting a precedent that provided authority to someone other than the Mayor or her designee.

Mayor Raymond replied that there were a lot of differences between the Police Chief's contract and this one, as the Police Chief is close to retirement while City Attorney Case is young and has years before he retires. She asked if he would expect the City Attorney to drop him if he were a client.

Council Member Carlson commented that they can't consider age as a hiring factor.

Mayor Raymond answered that they weren't, but when the Police Chief came in they understood that they might only have him for five years.

Council Member Carlson opined that retirement was the responsibility of each individual, and he didn't feel they could give him an offer based on whether he has retirement or not. He reiterated that people take risks all the time for new employment, and to provide a nine-year moonlighting was extreme when he knows attorneys pass of clients all the time.

Mr. Federspiel remarked that each individual instance is unique and there's not a uniform methodology for moving from point a to point b. He added that, while Council Member Carlson's comments were well-taken, there are many different factors to consider such as whether the person was sole practitioner or a member of a firm to transition out of their client base, and it also depends on the nature of the practice. He went on to say that there's no set protocol for it, it's just dependent on a case by case

scenario, but Council Member Carlson's observations are well-taken to at least raise the issue to have a conversation about that. He noted that his involvement wasn't to negotiate the terms, but to look at the drafting aspect of it.

City Attorney Case started by saying that he was trying to stay mostly muted and off video to avoid the appearance of advocating for the contract and advising the City on the matter. He confirmed that Mr. Federspiel wasn't involved in negotiations, but City Administrator Wayman thought it advisable to protect the City's interest by retaining Mr. Federspiel for consistency, logic, and so on. He understood the issue raised by Council Member Carlson but didn't see why it mattered, so long as City got its requisite number of hours and adequate service from it, and that he wasn't contemplating a nine-year moonlighting period. He referred Council to paragraph 1.2 with regard to the earlier question about supplanting the Mayor and putting the City Administrator over the position, reading aloud the pertinent part then clarifying it was not drafted in a way to have the City Administrator supplant the Mayor. He clarified that there would have to be a transition if he was selected to be the City's full-time attorney, and that while some cases would be easier to hand off than others, the City would still receive the appropriate hours within each pay period, so he failed to see how that matters.

Council Member Carlson replied that he did see section 1.2 but opined that the wording gave additional authority and discretion to the City Administrator without the direction of the Mayor, which he disagrees with. He commented that he had discussed the period of time needed to transfer cases with some attorneys, who indicated that six months was very generous, and he felt that offering a year and a half more than appropriate. He stated that he was not in favor of the six-month severance package or the nine-year sunsetting, as he didn't believe it necessary in an employee's contract.

Council Member Wickenhagen moved to approve the 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, with the following changes: that in Section 1.1 the termination earlier than December 31 be changed from year 2030 to 2026, and that the City will pay employee three months of severance pay.

Mayor Raymond asked that he repeat his motion.

Council Member Wickenhagen repeated his motion.

Council Member Carlson wanted to encourage-

Council Member Wickenhagen called point of order, saying they have to wait for a second.

Council Member Costello said that, since that addressed his concerns, he would second the motion.

Council Member Carlson commented that they were allowed to take additional discussion.

Council Member Matson requested that the motion be read one more time.

Council Member Wickenhagen restated his motion.

Council Member Carlson requested a clause limiting the transition period.

Mayor Raymond stated that they have a motion and second and asked for roll call.

Roll was called: Council Member Wickenhagen – yes; Council Member Matson – yes; Council Member Vargas – no; Council Member Peterson -

Council Member Peterson said he was trying to decide if he had a point of order, as they have a motion to accept the contract with those changes, but Council Member Carlson had further changes to address, so he was trying to figure out a procedural way to accept the changes without ending discussion and coming to a final agreement. He opined that it fell under parliamentary procedure and things, so he wasn't sure procedurally if they were doing it in the right order.

Mayor Raymond asked for clarification on what he had said.

Council Member Peterson replied that Council Member Wickenhagen's motion was to accept the Resolution with those changes, which he views as sort of an amended motion, and wondered if accepting it would close the possibility of additional amendments.

City Administrator Wayman commented that he believes the Mayor was compelled to ask for a vote after receiving a second for the motion.

Mayor Raymond deferred to the City Attorney for his opinion on the matter.

City Attorney Case answered that his best understanding would be that because there was a motion and second, they need to finish roll call on that motion. He thought it well taken that Council Member Wickenhagen said it would to be approve with the changes to the underlying document, and that absent a withdrawal of the motion they should continue forward.

Council Member Peterson –no; Council Member Bell – yes; Council Member Costello – no; Council Member Carlson – no. Motion failed with three yes votes and four no votes.

Council Member Matson asked if they had the opportunity to have Council Member Carlson bring his concerns and additions to the contract with the failed motion.

Mayor answered in the affirmative.

Council Member Carlson urged Council to consider having a time period where transition of clients takes place, and also to remove the City Administrator's authority that comes in this contract to be consistent with the Police Chief, where authority resides solely with the Mayor and Mayor's designee.

Council Member Peterson inquired if they were headed for a motion.

Council Member Carlson opined that it was a simple legal issue to remove the authority provided to the City Administrator in the contract, as they did with the Police Chief's contract.

City Administrator Wayman reminded Council that the contract was crafted in concert with negotiations that had already been made with the potential employee, and any major change would have a strong likelihood that the employee would not sign the contract.

Council Member Vargas remarked that they seemed to be making adjustments they normally wouldn't just to get City Attorney Case to approve, adding the she would like to see someone selected in a competitive process, as the terms had changed so greatly that undoubtedly their pool would change as well, and they owed it to taxpayers to open it to a competitive process to get best terms for the City.

Mayor Raymond expressed her full confidence in City Attorney Case, saying that he was the best choice when initially hired and was the best choice now, and she would greatly appreciate it if Council would stand behind her, reminding them that this is her city just as it is City Attorney Case's city.

Council Member Matson asked if there was an opportunity to revise the contract with the suggestions made by Council and have it come back to them fully revised for their consideration.

City Administrator Wayman responded that what they have is what was negotiated, noting that they have gone back and forth on the severance and moonlighting clauses, and while he didn't want to misrepresent what City Attorney Case would say if there was a major revision, this is the deal he'll accept. He had no confidence that modifying it from the current form would be acceptable, pointing out that the Mayor has stated she has confidence in him now and that it's Council's job to confirm not to choose, along with the duty to ask if he's qualified. He opined that making major changes would be problematic, and asked if there was another motion to be made.

Council Member Matson opined that per to Mr. Federspiel, negotiating the terms of the contract was up to them, to make sure they were supplying the City with the best contract, and that there were enough concerns for a request for quite a few revisions. She felt that City Attorney Case understood what they were all doing there and reiterated her desire to discuss and revise the contract.

Council Member Bell commented that the Council doesn't have the same authority with other employee contracts as offered to them under this one, as they would have to vote to remove the City Attorney with a majority vote, which outs them in a stronger position of oversight than with other contracts. He suggested that the Mayor and City Administrator discuss the contract with City Attorney Case and bring it back at the next council meeting.

Council Member Peterson wasn't sure if that comment was a motion, but if it was he seconded it.

Council Member Bell moved, and Council Member Peterson seconded, that they send the contract back for renegotiation and bring it back to the next Council Meeting.

City Administrator Wayman requested clarification on what they were renegotiating.

Council Member Bell replied that he heard the different concerns voiced by Council and that they should discuss whether any of those were acceptable to City Attorney Case.

Council Member Wickenhagen started to make a motion.

Mayor Raymond told him to hold off as they had a motion on the table.

Roll was called: Council Member Wickenhagen –no; Council Member Matson – yes; Council Member Vargas – yes; Council Member Peterson – yes; Council Member Bell – yes; Council Member Costello – yes; Council Member Carlson – no. Motion passed with five yes votes and two no votes.

Mr. Federspiel thanked the Mayor and Council for the opportunity to assist the city of Selah in this respect, noting that he would be happy to help with additional assistance.

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

O. Ordinances

1. Ordinance Amending the 2021 Budget For Miscellaneous Adjustments

Clerk/Treasurer Novobielski addressed O – 1. He said that he has closed the books for 2020 and identified the amount of cash investments in various funds, reviewing the presented budget adjustment to adjust beginning cash investments and ending cash investments in the amount of approximately one point seven million dollars.

Council Member Wickenhagen moved, and Council Member Carlson seconded, to approve the Ordinance Amending the 2021 Budget For Miscellaneous Adjustments. 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.

P. Public Appearances **None**

Q. Reports/Announcements

1. Departments

Clerk/Treasurer Novobielski said that Thursday at 1pm they have an exit conference with the State Auditor concerning the recently completed accountability audit. He noted that Council Members Wickenhagen and Carlson had requested the link to attend, and that it also appears that Council Member Bell would like to participate as well, which is the limit as far as Council Member attendance.

Public Works Director Henne remarked that they were getting task orders together for Crusher Canyon water rights and to maintain the capacity of the treatment plant.

Community Development Supervisor Peters thanked the Mayor for bringing in two new Planning Commissioners to replace those leaving. He said that they would attend the meeting next Tuesday to go over the shorelines master program, and while the two new Commissioners wouldn't be voting, they would be introduced and become part of the Commission. He noted that at least one other Planning Commissioner has agreed to stay on until the public hearing is done and the process completed. He commented that they were trying to replace the Permit Technician in the next month or so.

Police Chief Christman said that he was looking forward to working with the committee on the building. He informed Council that they have concluded the process for selecting a new sergeant, and Michael Gause would become the new Sergeant as of February 16. He remarked that they have two new vacancies immediately in the entry level and would be wrapping up oral boards for these folks and also filling Gause's position from them.

City Attorney Case said that the City prevailed on appeal with the Owens litigation case to uphold the prior trial court decision, noting that the matter is public record if the public would like to look it up. He suggested that s Council Member make a motion to move the Resolution for the City Contract to a new section R/S for the next Council Meeting, to allow Department Heads to do their reports prior to the discussion, clarifying that the motion would be for the forthcoming meeting on February 23 to have the Resolution for a City Contract be considered as R/S on the agenda.

Council Member Carlson moved, and Council Member Matson seconded, to create a new one-time item for the agenda for our upcoming meeting R/S to consider potential revisions to the attorney position. By a show of hands, approval was unanimous.

Council Member Peterson wondered if R/S was appropriate since the agenda is established in code, and if they call it R/S did that put it under executive session and adjournment. He noted that they frequently have actions than between R and S.

City Administrator Wayman replied that they would look into the matter, as they frequently take votes after an executive session but he didn't feel there was anything wrong with doing so.

Council Member Peterson responded that he just thought there needed to be something between the executive session and adjournment.

2. Council Members

Council Member Bell had no report.

Council Member Peterson had no report.

Council Member Wickenhagen gave a brief update on Yakima Valley Tourism and commented that he was at Volunteer Park over the weekend and the playground was full of people.

Council Member Costello had no report.

Council Member Carlson reemphasized the SDA façade grant, opining that it was a fantastic program. He clarified that his no vote regarding the City Attorney contract was simply in attempt to have a competitive bid with parameters.

Council Member Matson had no report.

Council Member Vargas had no report.

3. City Administrator

City Administrator Wayman said that it was clear to him that Council wanted him to renegotiate a contract they've already negotiated and they found unacceptable, and requested an Executive Session that night to understand the parameters of what they would be discussing to present something coherent and have a full discussion.

Executive Assistant Lake asked for a moment to review the RCW concerning Executive Sessions.

Mayor Raymond commented that they would be hosting the YVCOG meeting.

City Administrator Wayman replied that they are wanting to discuss what's going on in Selah.

Mayor Raymond noted that it would be next Wednesday night.

Community Development Supervisor Peters asked if staff could be excused.

Mayor Raymond excused staff and called for a three-minute recess.

Executive Assistant lake read aloud the RCW 42.30.110(1)(g), which states "To evaluate the qualifications of an applicant for public employment or to review the performance of a public employee. However, subject to RCW 42.30.140(4), discussion by a governing body of salaries, wages, and other conditions of employment to be generally applied within the agency shall occur in a meeting open to the public, and when a governing body elects to take final action hiring, setting the salary of an individual employee or class of employees, or discharging or disciplining an employee, that action shall be taken in a meeting open to the public", and said that there could be no Executive Session as requested.

City Administrator Wayman commented that he would try to capture what they discussed tonight.

4. Boards **None**

5. Mayor

Mayor Raymond clarified that the YVCOG meeting would be hosted remotely by Selah.

R. Executive Session **None**

S. Adjournment

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

The meeting adjourned at 7:33pm.

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

Michael Costello, Council Member

ATTEST:

Dale E. Novobielski, Clerk/Treasurer