



SELAH CITY COUNCIL

4:00pm May 12, 2015

3:30pm – Andrew Potter

Branding and Marketing Selah



Selah City Council
 Regular Meeting
 Tuesday, May 12, 2015
 4:00pm
 City Council Chambers

Mayor:
 Mayor Pro Tem:
 Council Members:

John Gawlik
 Paul Overby
 John Tierney
 Dave Smeback
 Allen Schmid
 Roy Sample
 Jane Williams

CITY OF SELAH
 115 West Naches Avenue
 Selah, Washington 98942

City Administrator:
 City Attorney:
 Clerk/Treasurer:

Don Wayman
 Bob Noe
 Dale Novobielski

AGENDA

- A. Call to Order –Mayor Gawlik
- B. Roll Call
- C. Pledge of Allegiance
- D. Agenda Changes **None**
- E. Public Appearances/Introductions/Presentations **None**
- F. Getting To Know Our Businesses **None**
- G. Communications
 - 1. Oral

This is a public meeting. If you wish to address the Council concerning any matter that is not on the agenda, you may do so now. Please come forward to the podium, stating your name for the record. The Mayor reserves the right to place a time limit on each person asking to be heard.

- 2. Written
 - Joe Henne a. April 2015 Monthly Report for Building Permits and Inspections, Animal Control and Code Enforcement
- H. Proclamations/Announcements **None**
- I. 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: April 28, 2015 Study Session & Council Meeting
- Dale N. * 2. Approval of Claims & Payroll

- J. Public Hearings **None**
- K. New Business **None**
- L. Old Business **None**

- M. Resolutions
 - Joe Henne 1. Resolution Authorizing the Mayor to sign a Professional Service Agreement with the Yakima Valley Conference of Governments (YVCOG) For Professional Services to update the City Growth Management Act (GMA) Comprehensive Plan

Council Members,

The following pages contain three exhibits related to a future contract proposal with Arnett Muldrow and Associates.

1. A draft copy of the contract proposed by Arnett Muldrow and Associates.
2. An explanation of the services rendered including Branding, Marketing, and Building Renderings including cost.
3. A timeline of their anticipated three day visit to meet with community members and develop their deliverable product.

Since several community partners (Downtown Association, School District, and Chamber of Commerce) are involved in this process each of them will participate in the roundtable discussions and implementation of the delivered product. Each City Council Member will receive an invitation to participate in at least one of the roundtable discussions. Those invitations will be determined based on their ongoing council assignments and their professional experience.

The services for branding and marketing, as listed in this contract on pg. 4 of attachment A, are \$12,700 with additional expenses not to exceed \$3,800. Additionally the renderings will cost \$4,500 with expenses not to exceed \$1,000. The total for these two services including expenses is \$22,000.

The party responsible for paying for this contract is still in discussion although each party previously mentioned has acknowledged their willingness to financially participate. While actual figures have not been finalized we anticipate the following: \$3,500 from the School District \$3,500 from the Chamber, \$12,000 to \$15,000 from SDA. Depending on their elective contributions the city would be responsible for the remainder, which I anticipate will not exceed \$3,500. Further, we intend that the agreement will be formalized through the Downtown Association and not by the City.

Sincerely,

Andrew Potter
Assistant to the City Administrator
115 West Naches Ave
Selah, WA 98942
509-698-7330

AGREEMENT FOR PLANNING SERVICES

THIS AGREEMENT is entered into between the City of Selah (Client) and Arnett Muldrow & Associates Ltd. (Planner), for the following reasons:

1. The Client intends to develop a branding and marketing strategy and before and after renderings for the City of Selah (Project); and,
2. The Client requires certain services in connection with the Project (Services); and,
3. The Planner is prepared to provide the Services.

In consideration of the promises contained in this Agreement, the Client and the Planner agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be _____.

ARTICLE 2 - GOVERNING LAW

The laws of the State of Washington shall govern this Agreement.

ARTICLE 3 - SCOPE OF SERVICES

The Planner shall provide the Services described in Attachment A, Scope of Services included herewith and made part of this agreement.

ARTICLE 4 - SCHEDULE

The Planner shall exercise its reasonable efforts to perform the Services according to the Schedule set forth in Attachment A, Scope of Services.

ARTICLE 5 - COMPENSATION

The Client shall pay The Planner in accordance with Attachment A, Scope of Services.

Invoices shall be due and payable upon receipt. The Client shall give prompt written notice of any disputed amount and shall pay the remaining amount. Invoice amounts not paid within 30 days after receipt shall accrue interest at the rate of 1.5% per month (or the maximum rate permitted by law, if less), with payments applied first to accrued interest and then to unpaid principal. The Client shall pay The Planner's reasonable attorneys' fees incurred in connection with any litigation instituted to recover invoice amounts.

ARTICLE 6 – CLIENT'S RESPONSIBILITIES

The Client shall be responsible for all matters described as Client responsibilities in Attachment A, Scope of Services.

ARTICLE 7 - STANDARD OF CARE

The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this Agreement or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services.

ARTICLE 8 - INDEMNIFICATION AND LIABILITY

General. Having considered the potential liabilities that may exist during the performance of the Services, the relative benefits and risks of the Project, and the Planner's fee for the Services, and in consideration of the promises contained in this Agreement, The Client and The Planner agree to allocate and limit such liabilities in accordance with this Article. Indemnification. The Planner agrees to indemnify and hold harmless the Client and its successors and assigns, from and against any and all claims, demands, actions, charges, losses, liabilities, judgments, damages, and expenses, (including, specifically, the Client's

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reasonable attorneys' fees)(collectively "Claims") to the extent such Claims are caused by the Planner's willful or intentional misconduct, negligent acts, errors, or omissions arising out of its performance of the Services. In the event Claims are caused by the joint or concurrent negligence of The Planner and The Client, they shall be borne by each party in proportion to its own negligence.

Limitation of Liability. To the fullest extent permitted by law, the total aggregate liability of The Planner and its subconsultants to the Client for all Claims resulting in any way from the performance of the Services shall not exceed the insurance limits set forth in Article 9 of this Agreement.

Consequential Damages. To the fullest extent permitted by law, The Planner shall not be liable to the Client for any consequential damages resulting in any way from the performance of the Services.

Survival. The terms and conditions of this Article shall survive completion of the Services, or any termination of this Agreement.

ARTICLE 9 - INSURANCE

During the performance of the Services under this Agreement, The Planner shall maintain the following insurance:

- (a) General Liability Insurance, with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- (b) Professional Liability Insurance, with a limit of \$1,000,000 annual aggregate.

The Planner shall, upon written request, furnish the Client certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to the Client.

The Planner and the Client waive all rights against each other and their directors, officers, partners, commissioners, officials, agents, and employees for damages covered by property insurance during and after the completion of the Services.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

The Planner shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to The Planner, to fulfill contractual responsibilities to the Client or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to The Planner in Attachment A, Scope of Services.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Because the Planner has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project schedules, The Planner's opinion of probable costs and of Project schedules shall be made on the basis of experience and qualifications as a professional Planner. The Planner does not guarantee that proposals, bids, or actual Project costs will not vary from The Planner's cost estimates or that actual schedules will not vary from The Planner's projected schedules.

ARTICLE 12 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, The documents, drawings, and specifications prepared by the Planner and furnished to the Client as part of the Services shall become the property of the Client; provided, however, that the Planner shall have the unrestricted right to their use in marketing material. The Planner shall assign Copyright of all final design material developed for this project to the Client. The Planner shall retain its copyright and ownership rights in its databases, computer

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software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of the Planner.

ARTICLE 13 - TERMINATION AND SUSPENSION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The Client may terminate or suspend performance of this Agreement for the Client's convenience upon written notice to the Planner. The Planner shall terminate or suspend performance of the Services on a schedule acceptable to the Client, and the Client shall pay the Planner for all the Services that have been performed in accordance with this Agreement as of the date of termination or suspension. Upon restart of suspended Services, an equitable adjustment shall be made to the Planner's compensation and the Project schedule.

ARTICLE 14 - DELAY IN PERFORMANCE

Neither the Client nor The Planner shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either the Client or the Planner under this Agreement. The Planner shall be granted a reasonable

extension of time for any delay in its performance caused by any such circumstances.

Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

ARTICLE 15 - RELATIONSHIP OF PARTIES

The Planner and the Client hereby agree that their relationship is that of independent contractors, and nothing in this Agreement shall create nor be deemed to create a joint venture, partnership, principal/agent, employer/employee, or any other form of relationship other than that of independent contractors.

ARTICLE 16 - NOTICES

Any notice required by this Agreement shall be made in writing to the address specified below:

The Client:

City of Selah
115 West Naches Avenue
Selah, WA 98942
Phone: 509-698-7328
Email: apotter@ci.selah.wa.us

The Planner:
Arnett Muldrow & Associates, Ltd.
Tripp Muldrow
President
Post Office Box 4151
Greenville, SC 29608
Phone: 864-233-0950
Email: tripp@arnettmuldrow.com

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Client and the Planner.

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ARTICLE 17 - DISPUTES

In the event of a dispute between the Client and The Planner arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution of the dispute by arbitration; provided, however, in the event the parties are unable to reach agreement to arbitrate under terms reasonably acceptable to both parties, either party may pursue resolution in any court having jurisdiction.

During the pendency of any dispute, work stop would occur until all disputes were resolved.

ARTICLE 18 - WAIVER

A waiver by either the Client or the Planner of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 19 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence

of this Agreement be determined void.

ARTICLE 20 - INTEGRATION

This Agreement, including Attachment A incorporated by this reference, represents the entire and integrated agreement between the Client and The Planner. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

ARTICLE 21 - SUCCESSORS AND ASSIGNS

The Client and the Planner each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to the successors, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this Agreement.

ARTICLE 22 - ASSIGNMENT

Neither the Client nor the Planner shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, the Planner may assign its rights to payment without the Client's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent the Planner from engaging independent consultants, associates, and subcontractors to assist in the performance of the services.

ARTICLE 23 - NO THIRD PARTY RIGHTS

The Services provided for in this Agreement are for the sole use and benefit of the Client and the Planner. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Client and the Planner.

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IN WITNESS WHEREOF, the Client and the Planner have executed this Agreement.

City of Selah
(The Client)

Arnett Muldrow & Associates, Ltd.
(The Planner)

By _____

By _____

Title _____

Title: President

Date _____

Date: _____

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Attachment A: Scope of Services

Task One: Information Gathering and Background Review

We will work closely with the Selah Downtown Association and its partners at the City of Selah and the Selah School District to gather all relevant materials related to the community's current marketing and image including but not limited to: city histories; promotional publications that involve the downtown, the city, and its attractions; event information including annual festivals; economic development and tourism publications; website and social media information; and any other related information.

Task Two: Online Survey (Applicable to all project components)

Arnett Muldrow will develop an online survey that will allow the public to provide comments on each the branding, the market potential, and the physical improvements to the community. We have recently added this feature with great success in other communities where we've worked. We will analyze this data alongside any quantitative and qualitative data we gather and use it to inform community recommendations.

BRANDING AND MARKETING PLAN

Task One: Branding Resource Visit

Modeled after a community design charrette, the branding resource visit is designed to immerse the project team in the community in a rapid way in order to produce a brand-

ing program quickly and efficiently. We have conducted these resource visits in over 300 hundred communities that have gone on to implement the branding in creative ways. The resource visit also affords us the opportunity to gather qualitative information from the public about the market in addition to the quantitative information gathered in task three above. The resource visit will involve a three-day process, as described below.

Days One and Two: Gathering Input and Community Tour

The first two days will concentrate on a series of roundtable meetings with image-setting groups in the community. These will include:

- Selah Downtown Association board of directors
- Officials and staff from City of Selah
- Selah School District representatives
- Selah Chamber of Commerce representatives
- Local key attraction stakeholders
- Community residents
- Business owners and landlords
- Tourism and other community representatives
- Youth

The input sessions will be facilitated group sessions that will concentrate on the brand image of Selah as a whole and its marketing initiatives for economic development, tourism, and key attractions. We will work closely with Selah Downtown Association to determine how to organize the sessions for broad based input.

We will also conduct a detailed tour and reconnaissance of both downtown Selah and the entire community. During the community tour, we will conduct a professional photo shoot of key area assets, including places and people. We



will edit these photographs and include them as a photo library as part of our final deliverables. Many of our clients have found these photographs to be a helpful resource in their future marketing initiatives.

Day Two, Afternoon: Progress Report

By the end of the second day, we will have worked with the public and community stakeholders to develop some preliminary concepts, so that the third day can focus on brand refinement as well as continued production of marketing concepts and brand extension. At the middle of the second day we will have a small roundtable meeting with representatives of the community to review the progress on the brand's development.

Day Two Evening and Day Three Morning: Brand Refinement and Extension

During the course of the workshop, we will focus not only on developing the brand identity itself that will include such things as logos, themes, typefaces, colors, sample print pieces, and partnership efforts.

We will also develop many of the creative marketing concepts and brand extension components that focus on Selah Downtown Association, the City of Selah, the Selah School District, the Selah Chamber of Commerce and then possibly extending in a modular format to partner organizations, initiatives, attractions, and events. These pieces would include event logos, imagery, digital media, web page concepts, allied agency logos (if desired by those partners), banners, signage and a host of other creative uses as determined by the client. We like to leave this component open-ended, as the roundtable input sessions will help us frame these creative recommendations. We are also very respectful of initiatives already underway.

Day Three Afternoon: Brand Presentation

Arnett Muldrow will present all of the concepts in an exciting "brand reveal" presentation to the client at the end of the resource team visit on the third day (these meetings can be as open ended as you desire, we prefer to invite anyone interested to attend as the stakeholders get to value seeing their input put into concepts within days of their initial input). We believe that this presentation is a critical element in the branding process because while we will develop the brand, it will belong to the partner organizations and the community itself. The presentation will provide the Selah Downtown Association, the Selah School District, and the City of Selah with a solid direction for the brand and we will garner feedback for further refinement to come after the workshop.

As mentioned before, the resource visit deliverables will vary by community but will typically include a variety of components that may include logo designs, typefaces, color palettes, and taglines. We will also develop a compelling brand statement that can be used as a script in marketing the communities. In addition, the team will develop a host of creative collateral material. Our presentations have included letterhead designs, email headers, business cards, banners, brochure templates, mock advertisements, event posters, billboards, shopping bags, hats, tee shirts, house flags, sculptures, gateway signs, recognition programs, community pride campaigns, and many others. We typically produce between fifteen and twenty unique applications/extensions of the core brand for the Client.

Task Two: Brand Refinement

The presentation at the end of the work session represents a draft version of the brand identity. From time to time, clients wish to make refinements to the identity system and have us complete additional collateral and supporting ma-

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material. We will provide the client a worksheet to provide us a written list of modifications and additions to the brand system. We will coordinate these revisions within three weeks of receiving that worksheet and communicate them via email and conference call for final sign off and review.

Task Three: Final Branding and Marketing Implementation Presentation

Arnett Muldrow will return to Selah for a one and a half day promotion and implementation workshop that will involve Steering Committee review of all of branding materials as well as an implementation workshop that will help identify the short, medium, and long term recommendations that would populate the implementation strategy board. This visit will also afford us the chance to present to boards and elected officials.

Arnett Muldrow will return to Selah for a one and a half day promotion and implementation workshop that will involve Steering Committee review of all of branding materials as well as an implementation workshop that will help identify the short, medium, and long term recommendations that would populate the implementation strategy board. This visit will also afford us the chance to present to boards and elected officials.

The Strategy Board, developed by Arnett Muldrow & Associates, is a one page implementation matrix that indicates thematic recommendations, goals, first, next and long term steps, and responsible parties.

The strategy board condenses the entire market study and marketing plan to one easy-to-use sheet that will prioritize the tools and tactics to implement the marketing message. The strategy board will also provide an accountability matrix for implementation partners.

Task Four: Final Report

Within six weeks of the final “sign off” during the visit in Task One, Arnett Muldrow will deliver the final products for the branding effort. This will include a resource package with all graphics produced in the work session for the Client and its partners (the resource package will include the designs in a variety of file formats for use by different vendors), a style guide for their proper usage, a photo library, and the final PowerPoint presentation.

Arnett Muldrow will also release all copyrights for the use of our designs to the client. This is a very important consideration for the communities as designs can then be modified and used as the client sees fit using local vendors, designers, and resources.



BRANDING DELIVERABLES

1. Logo and tagline designs for initiative partners.
2. Logo designs for events, organizations, and other amenities as desired by the initiative partners.
3. Custom banner designs.
4. Coordinated wayfinding sign designs
5. Print collateral cover designs (*brochures, visitor guides, etc.*).
6. Web page design
7. Ad templates and concepts for county, municipal, and individual business use.
8. Other collateral pieces as desired by the Client (*we like to keep this open ended so that any custom products you need can be developed we have done designs for virtually everything from t-shirts and mugs to sculptural pieces during the workshop*).
9. All related photography on digital flash drive.
10. Resource package with all deliverables in a variety of digital file formats.
11. Style guide for brand implementation. (20 copies)
12. Brand presentation on PowerPoint.
13. Copyright release granting ownership of all designs to the initiative partners.

BRANDING AND MARKETING PLAN FEE AND SCHEDULE

In total, the process will take three months including refinement and follow-up. The lump sum fee for the branding resource visit and all deliverables would be \$12,700 plus expenses billed at cost for one two person visit for three and a half days and two one person visits for one day. Expenses are not to exceed \$3,800.

BEFORE AND AFTER DESIGN RENDERINGS

Task One: Resource Visit

The before and after concepts images will be developed concurrently with the Image Resource Visit. During the course of the visit, a member of the Arnett Muldrow team will meet with representatives of Selah to determine key sites (buildings, streetscapes, parks, open spaces, alleys, etc.) to be illustrated with before and after renderings. Using an extensive Photoshop “kit of parts” up to five sites will be photo-rendered to show before and after images.

These before and after images are designed to be practically implemented and in some cases will be shown as ‘step by step’ improvements. They will be presented alongside the branding material on the third day of the visit.

Task Two: Follow Up

The before and after images will be documented with step-by-step instructions for improvements and provided in a PDF report as part of the overall deliverables for the project.

RENDERINGS FEE AND SCHEDULE

The before and after renderings will be developed on site and documentation will accompany the final branding and marketing report. The lump sum fee for the before and after renderings is \$4,500 plus expenses not to exceed \$1,000.



Day One – Wednesday, June 17

8:15-9:45 AM

Steering Committee

AMA team meet with Steering Committee to discuss project goals, desired brand applications, schedule, known community concerns, design rendering options, etc...

10:00 – 10:45 AM

Roundtable 1 – City Staff/Public Officials/Developers/Realtors

Organized by Andrew Potter

11:00 PM – 11:45 PM

Roundtable 2 – Chamber of Commerce and Economic Development

Organized by Glenda Frazier

12:00 – 12:45 PM

Lunch

1:00 – 1:45 AM

Roundtable 3 – School District/Administrators/PTO

Organized by Susan Bennett

2:00 – 3:30 PM

Community Tour

Lead by Barb Petrea

3:30 – 4:30 PM

AMA Internal Session

4:30 – 5:00 PM

Debrief

5:00 – 7:00 PM

Meeting Prep

7:00 – 8:00 PM

Public Meeting

Organized by Barb Petrea



Day Two– Thursday, June 18

9:00 – 9:45 AM

Roundtable 4 – Merchants & Downtown Association

Organized by Kari Gravrock

10:00 – 10:45 AM

Roundtable 5 – Cultural/Recreational Amenities/Tourism

Organized by Charlie Brown

11:00 AM – 4:30 PM

AMA Collection and Production

This time will be used for AMA to independently get out into the community to meet merchants, take photos, and experience the island.

4:30 – 5:00 PM

Debrief

AMA will touch base with Executive Committee to raise any issues or vet any ideas.

Day Three– Friday, June 19

Morning

Brand Production

AMA will be working to finalize the brand system and design renderings and produce deliverables for the reveal.

11:30 – 12:00

Community BBQ

Organized by Executive Committee

12:00 – 1:00 PM

Brand Reveal

AMA will present the brand to the community in a formal presentation, which usually lasts about an hour. Generally, AMA will give anyone a chance to leave at this point but will remain for questions and comments as long as is needed.



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



COUNCIL MEETING INFORMATIONAL ITEM

5/12/2015 G – 2A

Title: April 2015 Monthly Report for Building Permits and Inspections, Animal Control and Code Enforcement.

Thru: Donald Wayman, City Administrator

From: Joe Henne, Public Works Director

Action Requested: Informational - No action

Board/Commission Recommendation: Not applicable

Fiscal Impact: N/A

Funding Source: N/A

Staff Recommendation:

Informational Only

Background / Findings & Facts:

Attached are the Building Permits and Inspections, Animal Control and Code Enforcement.

Recommended Motion:

Informational only.

April 2015 Building Permit Report

No.	Issue Date	Name/Project	Address	Type	Master Plan	Fees
6368	4/3/2015	Clara Eustis	204 N 3rd St.	Demolish Garage		78.60
6375	4/3/2015	Banner Bank/Cascade Sign	598 North Park Dr.	Sign		100.74
6376	4/3/2015	T&T Tavern	307 S. First Street	Non-Residential Re-roof		152.71
6377	4/6/2015	Nicholas Poplaski	321 E. Goodlander Rd.	Water Service Install (Outside Utility Agreement)		1,557.27
6378	4/13/2015	Dennis Higbee	819 S. 4th Street Loop	Furnace/Air Replacement		57.99
6379	4/10/2015	Daniel Massey	206 Hillview	Remodel		421.63
6380	4/13/2015	Cassandra Deatherage	104 N. 14th Street	Re-Roof		78.60
6381	4/14/2015	Lynn Paddock	707 W. Fremont	Re-Roof		78.60
6382	4/15/2015	Harrell Living Trust	208 W. Bartlett	Re-Roof		78.60
6384	4/15/2015	Jack McLain	313 Pleasant	Furnace/Air Replacement		57.99
6385	4/15/2015	Kellan Hogate	5 S. 8th Street	UG Sprinklers		40.18
6387	4/20/2015	Federal National Morgag	306 N 4th St	Re-roof		78.60
6388	4/22/2015	Torkelson Construction	Lot 3 Bowers (181425-33421)	New SFR		3,873.16
6389	4/22/2015	Torkelson Construction	Lot 3 Bowers (181425-33421)	New Plumbing		191.52
6390	4/22/2015	Torkelson Construction	Lot 3 Bowers (181425-33421)	New Mechanical		139.17
6392	4/29/2015	Carol Holden	208 W. Riverview Ave	Re-Roof		78.60
6393	4/30/2015	Gary Erb	1111 Heritage Hills	UG Sprinklers		40.18
6394	4/30/2015	Gary Erb	1111 Heritage Hills	7' Retaining Wall		124.85
6395	4/30/2015	Aubrey Patrick	502 S. 3rd Street	Remodel/Replace Windows		35.63
				TOTAL:		7,264.62

Total Building Inspections for April 2015: 84

ANIMAL CONTROL

APRIL 2015

<u>DATE</u>	<u>LOCATION</u>	<u>PROBLEM/CONCERN</u>	<u>ACTION TAKEN</u>	<u>RESULT</u>
2-Apr	600 BLK W BARTLETT	DOG BITE/VICTIM TRESSPASSING	E-MAIL SENT TO MR.NOE	PRIVATE PROPERTY/NO ISSUE
2-Apr	1300 BLK JESSICIA DR.	BARKING DOG	NOT BARKING -10 MIN OBSERVATION	HANGER ON DOOR
6-Apr	300 BLK N 1ST	DEAD CAT IN ROADWAY	PICKED UP	DISPOSED OF CAT
6-Apr	HILLCREST DR.	LOST CAT	LOOKED FOR CAT	UNABLE TO LOCATE
7-Apr	1700 BLK W NACHES	BARKING DOG	OWNER TOOK INSIDE	NO FURTHER COMPLAINTS
8-Apr	WIXSON PARK	2 LOOSE DOGS	LOOKED FOR DOGS	UNABLE TO LOCATE
10-Apr	POLICE STATION	FOUND DOG	HELD FOR 24 HRS @ P.D	TAKEN TO HUMANE SOC.
10-Apr	400 BLK S 5TH	BARKING DOG	CONTACTED OWNER	BROUGHT DOG INSIDE
10-Apr	100 BLK W ORCHARD AVE.	BARKING DOG	NOT HOME-DOOR HANGER LEFT	NO FURTHER COMPLAINTS
14-Apr	400 BLK VALLEY VIEW	BARKING DOG	NOT HOME-DOOR HANGER LEFT	NO FURTHER COMPLAINTS
16-Apr	5TH & SOUTHERN	LOOSE DOG	LOOKED FOR DOGS	UNABLE TO LOCATE
23-Apr	1600 BLK W NACHES	DOG CHASED JOGGER	CONTACTED OWNER	GOT RID OF DOG
27-Apr	W BARTLETT & SPEYERS	DEAD CAT IN ROADWAY	PICKED UP	DISPOSED OF CAT
27-Apr	800 BLK W 7TH	FOUND DOG	HELD FOR 24 HRS @ P.D	OWNER PICKED UP
29-Apr	100 BLK W FREMONT AVE.	PIT BULL	LOOKED AT DOG	DOG IS BOXXER MIX
30-Apr	ANCHOR PLACE LOOP	QUESTION ABOUT GOATS	CHECKING CODES	WILL RESPOND MAY 7TH

CODE ENFORCEMENT

APRIL 2015

<u>DATE</u>	<u>LOCATION</u>	<u>PROBLEM/CONCERN</u>	<u>ACTION TAKEN</u>	<u>RESULT</u>
1-Apr	900 BLK GOODLANDER CRC	NEIGHBOR - BRIGHT LIGHTS	OWNER WILL CONTACT NEIGHBOR	NO FURTHER CONTACT
6-Apr	1600 W NACHES	NOTICE & ORDER	CONTACTED OWNER	PICKED UP WEEDS
6-Apr	200 BLK N 12TH STREET	TRAILERS ON ROADWAY	CONTACTED POLICE DEPT	TRAILERS MOVED
8-Apr	500 W ORCHARD AVE.	DEBRIS-MICE	CORRECTION LETTER SENT	NONE-2ND LETTER 5/5/15
9-Apr	600 BLK W FREMONT AVE.	RENTER CONTACTED OWNER	NO ACTION TAKEN	
9-Apr	1100 CRESTVIEW DR.	SPRINKLER HITTING HOUSE	SPRINKLER IS IS YAKIMA CO.	NO ACTION TAKEN
10-Apr	LYLE LOOP	PARKING ISSUE	DROVE BY	ALL CARS PARKED LEGALLY
13-Apr	900 BLK GOODLANDER CRC	BLOWING DUST	CONTACTED NEIGHBOR	WATERED DOWN DIRT
16-Apr	1600 BLK W 1ST	WEEDS-EMPTY LOT	SPOKE TO OWNER	CLEANING UP WEEDS
22-Apr	1400 W NACHES AVE.	WEEDS	SPOKE TO OWNER	CLEANED UP WEEDS
22-Apr	300 BLK GOODLANDER	WEEDS-EMPTY HOUSE	LETTER TO OWNER	NO RESPONSE YET
23-Apr	N RUSHMORE RD.	DUST-MOSQUITOS	CALLED YAKIMA COUNTY	NOT IN CITY LIMITS
24-Apr	RIVER PROPERTY	SQUATTERS	ADVISED TO RELOCATE	2 PACKED UP-LEFT
27-Apr	100 BLK S 5TH STREET	PARKING ISSUE QUESTION	ADVISED OF S.M.C	
30-Apr	???????	WATER CONSERVATION QUESTION	ADVISED NONE IN PLACE RIGHT NOW	



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



COUNCIL MEETING ACTION ITEM

5/12/2015 I – 1

Title: Approval of Minutes: April 28, 2015 Study Session & Council Meeting

Thru: Donald Wayman, City Administrator

From: Monica Lake, Executive Assistant

Action Requested: Approval

Board/Commission Recommendation: Not applicable

Fiscal Impact: N/A

Funding Source: N/A

Staff Recommendation:

Approval of Minutes

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)

Study Session Minutes
Selah City Council
April 28, 2015
6:00pm

Mayor Gawlik opened the Study Session.

Recreation Manager Brown gave a PowerPoint presentation on the trip he and Public Works Utility Foreman Jones took to the factory where they make the inclusive playground equipment, which included a visit to a park with one of the playgrounds and the opportunity to test it and watch a young girl play on it. He informed the Council that they have met the match amount needed for the park, and will be doing a development plan the following week.

Assistant to the City Administrator Potter gave an update on the progress towards a new pool. He stated that they have a committee working on the project, and that they plan to present some options to the public during Community Days. He added that they are continuing to work on the concept, and will bring additional information to Council as it becomes available.

A brief discussion on the two presentations followed.

The Study Session ended at 6:26pm.

City of Selah
Council Minutes
April 28, 2015

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

A. Call to Order Mayor Gawlik called the meeting to order at 6:30pm.

B. Roll Call

Members Present: Paul Overby; John Tierney; Dave Smeback; Allen Schmid; Roy Sample;
Jane Williams

Members Excused:

Staff Present: Joe Henne, Interim City Administrator; Bob Noe, City Attorney; Gary
Hanna, Fire Chief; Jim Lange, Deputy Fire Chief; Rick Hayes, Police
Chief; Dale Novobielski, Clerk/Treasurer; Charles Brown, Recreation
Manager; Tom Durant, Community Planner; Andrew Potter, Assistant to
the City Administrator; Monica Lake, Executive Assistant

C. Pledge of Allegiance

Police Chief Hayes led the Pledge of Allegiance. Pastor Jason Williams gave the prayer.

Mayor Gawlik read aloud the resignation letter submitted by Council Member Finch, effective as of
April 24, 2015.

D. Agenda Changes

Add to Agenda:

1. New Business K – 2: Selection of a Mayor Pro Tempore
2. Executive Session P – 1: 10 Minute Session – Evaluate a complaint or charge brought
against a public officer or employee RCW 42.30.110 (f)

E. Public Appearances/Introductions/ Presentations **None**

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

G. Communications

1. Oral

Mayor Gawlik opened the meeting. Seeing no one rise to speak, he then closed the meeting.

2. Written

a. Selah Downtown Association Quarterly Report

H. Proclamations/Announcements **None**

I. 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: April 14, 2015 Council Meeting
- * 2. Approval of Claims & Payroll:
Claim Checks Nos. 65643 – 65719 for a total of \$178,323.49
- * 3. Resolution K – 1: Amendment to Purchase and Sales Agreement dated February 13, 2015 between Seller, City of Selah, and Purchaser, Graf Investments, Inc. regarding Parcel No. 181302-21004
- * 4. Resolution M – 1: Resolution Authorizing the Mayor to Sign a Fire Communication Services Contract with the Cities of Yakima and Union Gap, and Yakima County Fire Protection Districts 1,2,3,4,6,9,12 and 14
- * 5. Ordinance N – 1: Ordinance Creating a New Chapter 20.21, to the Selah Municipal Code entitled “Parade Fees and Charges” and Creating a Schedule of Fees and Charges in the Selah Municipal Code, Title 20

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

J. Public Hearings **None**

K. New Business

- * 1. Amendment to Purchase and Sales Agreement dated February 13, 2015 between Seller, City of Selah, and Purchaser, Graf Investments, Inc. regarding Parcel No. 181302-21004

2. Selection of a Mayor Pro Tempore

Mayor Gawlik addressed K – 2. He opened the floor for nominations.

Council Member Smeback nominated, and Council Member Schmid seconded, to appoint Council Member Overby as the Mayor Pro Tempore.

Council Member Tierney moved, and Council Member Smeback seconded, to close nominations.

Mayor Gawlik closed nominations.

By voice vote, Council approved Council Member Paul Overby as Mayor Pro Tempore for 2015.

Mayor Gawlik stated that the Finance Committee needs a new member.

Council Member Williams requested to be on the Finance Committee.

Mayor Gawlik confirmed her appointment. He outlined the procedure for selecting a new Council Member, which opens on May 4th and closes on May 29th, with interviews and selection on June 9th.

Council Member Overby remarked that he would prefer to leave the position vacant until the November election.

Mayor Gawlik responded that we are unable to do that; the position must be filled within ninety days.

Council Member Tierney encouraged all interested individuals to file for election, as there are several Council positions on the ballot this year.

Mayor Gawlik noted that his position is also up for election.

L. Old Business **None**

M. Resolutions

- * 1. Resolution Authorizing the Mayor to Sign a Fire Communication Services Contract with the Cities of Yakima and Union Gap, and Yakima County Fire Protection Districts 1,2,3,4,6,9,12 and 14
- 2. Resolution Approving the Preliminary Plat of “Eagle Ridge Phases 2, 3 & 4” (912.82.13-01) and Adopting Findings and Condition of Preliminary Plat Approval

Council Member Williams recused herself and left the room.

Community Planner Durant addressed M – 2. He referred Council to the binder of information provided, noting that the application for the preliminary plat proposed a thirty-seven lot subdivision with three units designated as two family lots, as allowed under the Zoning Ordinance. He reviewed the hearing

Examiner's report and recommended that Council approve the Resolution and Hearing Examiner's recommendation for the proposed plat.

Council Member Tierney wondered if the concrete driveways for the two family lots apply to the entire plat, or just those units.

Community Planner Durant responded that it only applies to the duplexes.

Council Member Tierney commented that others could have asphalt, and asked if the surrounding lots are mostly concrete driveways.

Community Planner Durant replied in the affirmative.

Council Member Tierney wondered why the rest of the lots wouldn't be concrete as well.

Community Planner Durant replied that this is a learning experience, and that the recommendation was based on applying the standards regarding duplex lots.

Mayor Gawlik inquired if this was only the parking aprons in front of the garages or if it included whatever length of driveway there would be in addition to the apron.

Community Planner Durant responded that he believes it to be both; they didn't make a distinction. He stated that the applicant was at the hearing and didn't express any objection to the conditions.

Council Member Tierney remarked that he can see having an asphalt driveway in section four of the subdivision, but the majority of homes are adjacent to the street and he would prefer to see concrete rather than asphalt.

Council Member Sample commented that ninety-nine percent of homes built today are asphalt approaches but the aprons are concrete.

Mayor Gawlik asked for confirmation that there was no objection from the applicant.

Community Planner Durant stated that he did not object.

Carl Torkelson approached the podium and addressed the Council. He said that there will be concrete driveways in the first two phases.

Council Member Sample wondered about the one year deadline.

Community Planner Durant responded that they are trying to apply the standard, and that a time limit gives them the opportunity to review something before it happens and make sure that conditions are being met. He noted that the code allows for the developer to apply for an extension.

Council Member Sample asked if the reason for the deadline was to allow other residents to see them when they are looking to build home in the subdivision.

Community Planner Durant replied in the negative, saying that it was to allow for a review of the plan.

Council Member Sample inquired about the outside appearance of those units, and if the covenants in the subdivision as a whole call for that.

Community Planner Durant responded that it's the same as the homes in phase one.

Council Member Sample felt that it was a good idea but wondered if the thinking followed all the way through.

Community Planner Durant noted that two lots on Southern Avenue are beside homes that have these features, and that this is a way to deal with compatibility.

Council Member Schmid expressed concern about the natural runoff that comes through a piece of the property to the west side of lot thirty-two, asking how much disturbance there will be with the natural waterway.

Mr. Torkelson answered that they will maintain the natural waterway, and if it does need to be altered he will have it engineered so that it won't create any issues for the neighbors.

Mayor Gawlik commented that it's no different than the place on Fourth Street.

Council Member Tierney observed that it hasn't seen a drop of water in twelve years.

Council Member Schmid said that he is a fan of natural waterway drainage, and would prefer to leave it unmolested.

Mr. Torkelson agreed, adding that it's the safest and easiest. He asked that Council consider a longer time frame than one year for construction of the two family lots.

Mayor Gawlik wondered if there was any precedent.

Mr. Torkelson replied that it's never been done.

Council Member Schmid noted that he can apply for an extension.

Mr. Torkelson indicated his understanding, but added that he would like to apply for more than one extension if needed.

Interim City Administrator Henne stated that he would need to meet certain requirements.

Mr. Torkelson said that he wants to make sure he has the ability to do so.

Council Member Schmid remarked that it can be extended per procedure.

Interim City Administrator Henne noted that it's not guaranteed.

Council Member Smeback said that he sees no limitation on extensions; there could be more than one.

Community Planner Durant responded that they are limited by code; they need to be constructed within a year of recording the final plat.

Council Member Smeback observed that no building permits can be issued until it has been recorded.

Mr. Torkelson stated that he is asking to be able to extend more than once.

Interim City Administrator Henne replied that he has five years to build the plat, then he can apply for a one year extension.

Mr. Torkelson commented that he only has one year to build on the duplex lots once construction starts, and he wishes to make sure he can have more than one extension if needed.

Mayor Gawlik deferred to City Attorney Noe.

Interim City Administrator Henne responded that he is unaware of an extension in Title 10 that deals with that.

Council Member Schmid felt that there should be something added to the Municipal Code that addresses getting an extension on the requirement.

City Attorney Noe stated that this is a condition that council would create, and that he is not aware of any limitation on an extension. He noted that, if Council creates the condition, they can modify it however they see fit.

Mr. Torkelson asked why it was only one year.

Council Member Schmid replied that the one year timetable came from discussions with the public about having them in an R-1 subdivision, and how that would affect the rest of the subdivision.

Mr. Torkelson remarked that he understands what they are trying to do but wondered if the one year deadline was really critical.

Council Member Smeback noted that it assumes that the person who creates the plat will build on every lot, otherwise it puts a burden on the gentleman who buys a duplex lot.

Interim City Administrator Henne responded that it should have been disclosed when the lot was sold.

Council Member Schmid commented that they are trying to protect the citizens that will be buying in new subdivision, plus those already there, and avoid getting the City into a situation with people doing whatever they feel like doing.

Council Member Smeback said that everyone in the subdivision will be required to comply with the Condition, Covenants, and Conditions (CCR) recorded for the plat.

Mr. Torkelson felt that, from a builder's standpoint, he needs more time than a single year, as there are variables that could come into play.

City Attorney Noe stated that items 2D and 2E of the Hearing Examiner's report address concerns regarding plat compatibility, and that the one year limitation was added to further that goal. He added that Council can decide whether that is actually necessary.

Council Member Smeback commented that he doesn't think there is a State law that would support an entity denying someone the opportunity to make use of their land.

Council Member Tierney remarked that they've had several people from the community talk about single and multi-family residences, and that he would encourage the developer to build single family residence on those lots.

Council Member Sample told him that he is making an assumption they are rentals.

Council Member Tierney responded in the affirmative.

Council Member Smeback commented that one thing they did see on Southern Avenue was the semi-truck traffic, and that a driver bringing his truck and trailer home into that neighborhood makes a mess. He suggested that the City put up signs that no semi-truck parking is allowed on Southern Avenue, and maybe Fifth Street as well.

Interim City Administrator Henne replied that commercial vehicles are not allowed to park on the right of way in residential areas.

Council Member Schmid felt that there should be no parking on the north side of Southern Avenue above Fifth Street until that strip is a full width road.

Council Member Smeback added that trucks parking along West Naches Avenue also needs to be addressed.

Mayor Gawlik responded that the Police Department has attempted to deal with a resident in that area who drives a truck and trailer; he's now parking in a lot off Fifth Street.

Police Chief Hayes commented that he isn't sure if parking in the lot violates any codes, and he don't know who owns the big empty gravel lot.

Interim City Administrator Henne responded that it's owned by the Green family, and that there is fifty feet of right of way in there.

Mr. Torkelson asked for clarification regarding the Hearing Examiner's condition based on what was stated before regarding plan or covenant submittal.

City Attorney Noe replied that 2E requires actual plan submittal before final plat approval, and that a future developer can't deviate from what has been submitted.

Mr. Torkelson wondered if the condition came from the Hearing Examiner or the City.

City Attorney Noe responded that it came from the Hearing Examiner.

Mr. Torkelson said that Council has the means to alter that.

City Attorney Noe answered that the Hearing Examiner has this included to ensure compatibility, and harmonious development.

Mr. Torkelson inquired what difference it would make if it's done before or after the plat is final, as he would like the ability to change or upgrade.

City Attorney Noe replied that once the plat is final each lot can be sold as a buildable lot, and that he thinks the Hearing Examiner was making sure that consistency is ensured before that happens.

Mr. Torkelson said that he's not understanding this requirement, as it still has to be harmonious to the neighborhood.

City Attorney Noe responded that it would be difficult for Council to require a third party to be harmonious with the surrounding are if it's not part of the final plat approval.

Mr. Torkelson stated that CCR conditions are recorded with the plat, and that he is trying to find a way to make it adjustable.

City Attorney Noe answered, that, if Council comfortable with that, then it can be done .

Council Member Schmid moved, and Council Member Smeback seconded, to approve the Resolution Approving the Preliminary Plat of "Eagle Ridge Phases 2, 3 & 4" (912.82.13-01) and Adopting Findings and Condition of Preliminary Plat Approval. Roll was called: Council Member Overby – yes; Council Member Tierney – yes; Council Member Smeback –yes; Council Member Schmid – yes; Council Member Sample – yes; Council Member Williams – recused. Motion passed with five yes votes and one recusal.

Council Member Williams rejoined the meeting.

N. Ordinances

- * 1. Ordinance Creating a New Chapter 20.21, to the Selah Municipal Code entitled "Parade Fees and Charges" and Creating a Schedule of Fees and Charges in the Selah Municipal Code, Title 20

O. Reports/Announcements

1. Mayor

Mayor Gawlik noted that Mr. Wayman is on his way to Selah. He said that he had an opportunity earlier today to make a presentation to the Kiwanis Club about current projects such as the pool, and Volunteer Park.

2. Council Members

Council Member Overby had no report. He thanked his fellow Council Members for appointing him as Mayor Pro Tempore, noting that he does have a bit of a stringent travel schedule and will advise if it becomes an issue.

Council Member Sample had no report.

Council Member Tierney remarked that Brooke Finch did an outstanding job as a Council Member, and that he hopes they can find a member of the community to apply for the position.

Council Member Smeback had no report.

Council Member Williams thanked Fire Chief Hanna for allowing her to tour the EDITH house and ride with Firefighter Willis on several calls one afternoon.

Council Member Schmid had no report.

3. Departmental

Community Planner Durant had no report.

Clerk/Treasurer Novobielski gave a quick update on revenues, noting that the City has received only seven percent of budgeted property taxes, but the sales tax through the end of April is approximately eighty-nine thousand more than the same time last year. He added that auto sales make up approximately forty percent of the sales tax and they are very good at the moment.

Recreation Manager Brown said that he has an intern starting in May who will take on planning the July Third event and the Army Base Race.

Fire Chief Hanna thanked Council for passing the Resolution for the Communications contract, adding that there is new director at the communications center. He remarked that he has some questions regarding the costs, and will address them next summer before they do a new two year contract. He said that they are finishing up the landscaping at the station and well improvements at the district stations. He informed Council that they had two hundred sixty-two second graders go through the EDITH House last week; they will start station visits with the kindergarten classes the week of May 11th.

Council Member Tierney expressed concern for this year's fire safety.

Fire Chief Hanna responded that any kind of vegetation will create a fire hazard, suggesting that homeowners create a fire buffer around their properties to allow the Fire Department more time to put out a fire.

Police Chief Hayes said that the Citizens' Academy graduated last night, and they are already planning the next one. He recommended increasing the parking ticket fee from twenty-five dollars to something more substantial, noting that some violators will opt to simply pay the fine and will continue to be an obstruction to traffic flow by forcing people into other lanes.

Mayor Gawlik asked how many graduated the Citizens' Academy.

Police Chief Hayes replied that they had fifteen graduates out of an initial class of thirty, and that they are looking at making the academy shorter in length.

Council Member Williams inquired about the upcoming hearing on the proposed range out on Sheep Company Road.

Police Chief Hayes commented that he heard they're trying to move closer to where people can see it.

Fire Chief Hanna noted that the second public hearing on it will be Thursday night at 6pm. He said that there are two designated areas out there currently used for shooting, with another four options for sites.

Council Member Williams asked if they would be in our fire district.

Fire Chief Hanna responded in the affirmative, noting that the second range is not in our district.

Interim City Administrator Henne said that they are busy cleaning up for Community Days. He added that crews will be paving at Southern Avenue and First Street tomorrow, and that they repaved the crosswalk on Park at the Civic Center. He commented that the park guys are busy, and that there have been a lot of tournaments already this year.

Council Member Tierney requested an update on the Goodlander project funding.

Interim City Administrator Henne replied that there is a new project engineer for TIB in our area and they've agreed to increase their funding by twenty-eight thousand seven hundred and fifty dollars, which will help the Street fund.

City Attorney Noe said that the Secretary of State's archivist office issued advisory opinions regarding electronic records regarding problems caused for jurisdictions and ways to address them, and that he will disseminate the information to staff.

Council took a ten minute recess.

4. Boards

a. Planning Commission Minutes – December 16, 2014

P. Executive Session

1. 10 Minute Session – Evaluate a complaint or charge brought against a public officer or employee RCW 42.30.110 (f)

Council went into Executive Session at 7:58pm. At 8:08pm, Council went back on the record. Mayor Gawlik stated that no action was taken during the Executive Session.

Q. Adjournment

Council Member Smeback moved, and Council Member Schmid seconded, that the meeting be adjourned. Motion passed with 5 yes votes and one no vote.

The meeting adjourned at 8:08pm.

John Gawlik, Mayor

Paul Overby, Council Member

John Tierney, Council Member

Dave Smeback, Council Member

Allen Schmid, Council Member

Roy Sample, Council Member

Jane Williams, Council Member

ATTEST:

Dale E. Novobielski, Clerk/Treasurer



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



COUNCIL MEETING ACTION ITEM

5/12/2015 1 – 2

Title: Claims & Payroll

Thru: Donald Wayman, City Administrator

From: Monica Lake, Executive Assistant

Action Requested: Informational - No action

Board/Commission Recommendation: Not applicable

Fiscal Impact: See Check Registers

Funding Source: Various. See Check Registers.

Staff Recommendation:

Approval of Claims & Payroll as listed on 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

5/12/2015 M – 1

Title: A Resolution Authorizing the Mayor to sign a Professional Service Agreement with the Yakima Valley Conference of Governments (YVCOG) For Professional Services to update the City Growth Management Act (GMA) Comprehensive Plan.

Thru: Donald Wayman, City Administrator

From: Joe Henne, Public Works Director

Action Requested: Approval

Board/Commission Recommendation: Not applicable

Fiscal Impact: \$15,790.00

Funding Source: Professional Services Planning:001-000-058-558-51-41-00

Staff Recommendation:

Approve mayor to sign the professional services agreement with YVCOG.

Background / Findings & Facts:

YVCOG will review and update GMA plan elements including the capital facilities, transportation, housing, land use and other elements to reflect recent data, current conditions and new GMA changes. Work with city staff and the planning commission to hold public outreach sessions. The contract is not to exceed \$15,790. YVCOG is familiar with the city's planning needs and will provide services as that of an independent consultant rendering professional planning services.



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



Recommended Motion:

Authorize Mayor to sign a Professional Service Agreement with YVCOG.

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

Date:	Action Taken:
11/25/2014	Resolution Authorizing the Mayor to Sign a Contract with Yakima Valley Conference of Governments for Technical Assistance for the Year 2015.

[Click here to enter a date.](#) [Click here to enter text.](#)

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RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A PROFESSIONAL SERVICE AGREEMENT WITH THE YAKIMA VALLEY CONFERENCE OF GOVERNMENTS FOR GMA UPADTE SERVICES

WHEREAS, The City of Selah referred to as the "City" and the Yakima Valley Conference of Governments, referred to as the "Conference", wish to enter into a contract to formalize their relationship; and

WHEREAS, the City believes it to be beneficial to utilize the Conference to provide planning services to update the City's Growth Management Act Comprehensive Plan; and

WHEREAS, the effective date of this contract shall be the date the parties sign and complete the execution of the contract and the termination date of the contract shall be December 31, 2016; and

WHEREAS, the City shall reimburse the Conference in accordance with the Budget described in Attachment #1 of the Conference's Professional Services Agreement and shall not exceed the sum of \$15,790;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor is authorized to sign a Professional Service Agreement with the Yakima Valley Conference of Governments for GMA Update Services.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 12th day of May, 2015.

John Gawlik, Mayor

ATTEST:

Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:

Robert Noe, City Attorney

RESOLUTION NO. _____

City of Selah, WA
PROFESSIONAL SERVICE AGREEMENT

THIS AGREEMENT made and entered into by and between the City of Selah, WA, hereinafter referred to as the "City", and the Yakima Valley Conference of Governments, hereinafter referred to as the "CONFERENCE",

WITNESSETH THAT:

WHEREAS, the City and the Conference are desirous of entering into a contract to formalize their relationship; and

WHEREAS, it would be beneficial to the City to utilize the Conference as an independent entity to accomplish the Scope of Work as set forth herein and such endeavor would tend to best accomplish the objectives of its local planning program.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and provisions contained herein, and the mutual benefits to be derived there from, the parties hereto agree as follows:

1. Services to be Provided by the Parties:

- a. The Conference shall complete in a satisfactory and proper manner as determined by the City the work activities described in the Scope of Work (Attachment #1 to the contract).
- b. The City will provide such assistance and guidance as may be required to support the objectives set forth in the Scope of Work and will provide compensation for services as set forth in Section 3 below.

2. Time of Performance:

The effective date of this contract shall be the date the parties sign and complete execution of the contract. The termination date of the contract shall be December 31, 2016.

3. Consideration:

The City shall reimburse the Conference in accordance with the Budget described in Attachment #1 of the contract for all allowable expenses agreed upon by the parties to complete the Scope of Work. In no event shall the total amount to be reimbursed by the City exceed the sum of \$15,790. Reimbursement under this contract shall be based on billings, supported by appropriate documentation of costs actually incurred. It is expressly understood that claims for reimbursement shall not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of the agreement.

4. Records:

The Conference agrees to maintain such records and follow such procedures as may be required as the City may prescribe. In general, such records will include information pertaining to the contract, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to this contract and work undertaken under this contract shall be retained by the Conference for a period of three years after final audit of the City's project, unless a longer period is required to resolve audit findings or litigation. In such cases, the City shall request a longer period of record retention.

The City and duly authorized officials of the state and federal government shall have full access and the right to examine any pertinent documents, papers, records, and books of the Conference involving transactions related to this local program and contract.

5. Relationship:

The relationship of the Conference to the City shall be that of an independent consultant rendering professional services. The Conference shall have no authority to execute contracts or to make commitments on behalf of the City and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the City and the Conference.

6. Suspension, Termination, and Close Out:

If the Conference fails to comply with the terms and conditions of this contract, the City may pursue such remedies as are legally available, including, but not limited to, the suspension or termination of this contract in the manner specified herein:

a. Suspension - If the Conference fails to comply with the terms and conditions of this contract, or whenever the Conference is unable to substantiate full compliance with provisions of this contract, the City may suspend the contract pending corrective actions or investigation, effective not less than seven (7) days following written notification to the Conference or its authorized representative. The suspension will remain in full force and effect until the Conference has taken corrective action to the satisfaction of the City and is able to substantiate its full compliance with the terms and conditions of this contract. No obligations incurred by the Conference or its authorized representative during the period of suspension will be allowable under the contract except:

- (1) Reasonable, proper, and otherwise allowable costs which the Conference could not avoid during the period of suspension;
- (2) If upon investigation, the Conference is able to substantiate complete compliance with the terms and conditions of this contract, otherwise allowable costs incurred during the period of suspension will be allowed; and

- (3) In the event all or any portion of the work prepared or partially prepared by the Conference be suspended, abandoned, or otherwise terminated, the City shall pay the Conference for work performed to the satisfaction of the City, in accordance with the percentage of the work completed.

b. **Termination for Cause** - If the Conference fails to comply with the terms and conditions of this contract and any of the following conditions exist:

- (1) The lack of compliance with the provisions of this contract is of such scope and nature that the City deems continuation of the contract to be substantially detrimental to the interests of the City;
- (2) The Conference has failed to take satisfactory action as directed by the City or its authorized representative within the time period specified by same;
- (3) The Conference has failed within the time specified by the City or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this contract; then,

The City may terminate this contract in whole or in part, and thereupon shall notify the Conference of the termination, the reasons therefore, and the effective date, provided such effective date shall not be prior to notification of the Conference. After this effective date, no charges incurred under any terminated portions of the Scope of Work are allowable.

c. **Termination for Other Grounds** - This contract may also be terminated in whole or in part:

- (1) By the City, with the consent of the Conference, or by the Conference with the consent of the City, in which case the two parties shall devise by mutual agreement, the conditions of termination, including effective date and in case of termination in part, that portion to be terminated;
- (2) If the funds allocated by the City via this contract are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services;
- (3) In the event the City fails to pay the Conference promptly or within sixty (60) days after invoices are rendered, the City agrees that the Conference shall have the right to consider said default a breach of this agreement and the duties of the Conference under this agreement terminated. In such event, the City shall then promptly pay the Conference for all services performed and all allowable expenses incurred; and
- (4) The City may terminate this contract at any time giving at least ten (10) days notice in writing to the Conference. If the contract is terminated for convenience of the City as provided herein, the Conference will be paid

for time provided and expenses incurred up to the termination date.

7. Changes, Amendments, Modifications:

The City may require changes or modifications in the Scope of Work to be performed hereunder. Such changes, including any decrease or increase in the amount of compensation therefore, which are mutually agreed upon by the City and the Conference shall be incorporated in written amendments to this contract.

8. Personnel:

The Conference represents that they have, or will secure at their own expense, all personnel required in order to perform under this contract. Such personnel shall not be employees of, or have a contractual relationship to the City.

All services required hereunder will be performed by the Conference or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

None of the work or services covered by this contract shall be subcontracted without prior written approval of the City. Any work or services subcontracted hereunder shall be specified in written contract or agreement and shall be subject to each provision of this contract.

9. Assignability:

The Conference shall not assign any interest on this contract, and shall not transfer any interest on this contract (whether by assignment or novation), without prior written consent of the City thereto: provided, however, that claims for money by the Conference from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City by the Conference.

10. Reports and Information:

The Conference shall furnish the City such periodic reports as the City may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

11. Findings Confidential:

All of the reports, information, data, etc., prepared or assembled by the Conference under this contract are confidential and the Conference agrees that they shall not be made available to any individual or organization without prior written approval of the City unless otherwise subject to public records laws.

12. Copyright:

No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the Conference.

13. Compliance with Local Laws:

The Conference shall comply with all applicable laws, ordinances, and codes of the state and local government and the Conference shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this contract.

14. Title VI of the Civil Rights Act of 1964:

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, creed, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

15. Section 109 of the Housing and Community Development Act of 1974:

No person in the United States shall on the grounds of race, color, creed, religion, sex, or national origin be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

16. Interest of Members of the City:

No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning or carrying out of the project, shall have any personal financial interest, direct or indirect, in this contract; and the Conference shall also take appropriate steps to assure compliance.

17. Interest of Other Public Officials:

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning or carrying out of the project, shall have any personal financial interest, direct or indirect, in this contract; and the Conference shall take appropriate steps to assure compliance.

18. Interest of Consultant and Employees:

The Conference covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Conference further covenants that in the performance of this contract, no person having such interest shall be employed.

19. Audits and Inspections:

The City and State Auditor or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and part of the project and this contract, by whatever legal and reasonable means are deemed expedient by the City and the State Auditor.

20. Hold Harmless:

The Conference agrees to indemnify and hold harmless the City, appointed and elective officers and employees, from and against all loss and expense, including attorney's fees and costs by reason of any and all claims and demands upon the City, its elected and appointed officers and employees from damages sustained by any person or persons, arising out of or in consequence of the Conference's and its agents' negligent performance of work associated with this agreement. The Conference shall not be liable for property and bodily injury that may result from the negligence of any construction contractor or construction subcontractor.

This agreement contains all terms and conditions agreed to by the City and the Conference. The Attachments to this agreement are identified as follows:

Attachment #1, Scope of Work, consisting of 1 page.

IN WITNESS WHEREOF, the City and the Conference have executed this contract agreement as of the date and year last written below.

CITY OF SELAH
WASHINGTON

YAKIMA VALLEY CONFERENCE OF
GOVERNMENTS

by _____
John Gawlik, Mayor

by _____
YVCOG Chair

ATTEST:

ATTEST:

by _____
City Clerk

by _____
Secretary

Date: _____

Date: _____

APPROVED AS TO LEGAL FORM:

by _____
Attorney for the City of Selah

Attachment #1

City of Selah GMA Periodic Update - YVCOG Scope of Work and Estimate for Services

		Estimated Hours		
		<u>Sr.</u> <u>Planner</u>	<u>GIS</u> <u>Mgr</u>	<u>Est.</u> <u>Cost</u>
Comprehensive Plan Update				
<i>Administration Element/Summary</i>	1. Review and update existing element as needed to reflect current conditions and GMA changes. Includes consultation with city staff regarding direction on content. Provide draft to city staff for review.	4		\$252
	2. Draft public participation plan.	3		
	3. Revise as needed to reflect staff/Planning Commission comments.	1		\$63
	<i>Subtotal Hours and Cost</i>	8		\$315
<hr/>				
<i>Utilities Element</i>	1. Review and update existing info in capital facilities element as needed to reflect recent data, current conditions, and GMA changes. Draft utilities as stand-alone element. Includes consultation with city staff regarding direction on content and goals/policies.	4		\$252
	2. Revise as needed to reflect staff/Planning Commission comments.	1		\$63
	<i>Subtotal Hours and Cost</i>	5		\$315
	<hr/>			
<i>Transportation Element *</i>	1. Complete city traffic count, with input on counter locations from city staff.	25		\$1,575
	2. Review and update existing element as needed to reflect recent data, current conditions, and GMA changes. Includes consultation with city staff regarding direction on content, goals/policies, and transportation priorities. Provide draft to city staff for review	25	10	\$2,295
	3. Revise as needed to reflect staff/Planning Commission comments.	6		\$378
	<i>Subtotal Hours and Cost</i>	56		\$4,248
<hr/>				
<i>Land Use Element</i>	1. Review and update existing element as needed to reflect recent data, current conditions, and GMA changes. Includes consultation with city staff regarding direction on content, goals/policies, and Future Land Use Map. Provide draft to city staff for review.	25		\$1,575
	2. Revise as needed to reflect staff/Planning Commission comments.	8		\$504
	<i>Subtotal Hours and Cost</i>	33	0	\$2,079

Attachment #1

	Tasks	Estimated Hours		
<i>Housing Element</i>	1. Review and update existing element as needed to reflect recent data, current conditions, and GMA changes. Includes meeting(s) with city staff regarding direction on content and goals/policies.	20		\$1,260
	2. Provide draft to city staff for review, and revise as needed.	5		\$315
	3. Revise as needed to reflect staff/Planning Commission comments.	2		\$126
	<i>Subtotal Hours and Cost</i>	27	0	\$1,701
<i>Natural Environment Element</i>	1. Review and update existing element as needed to reflect recent data, current conditions, and GMA changes. Includes consultation with city staff regarding direction on content and goals/policies. Provide draft to city staff for review.	15	15	\$2,025
	2. Revise as needed to reflect staff/Planning Commission comments.	3		\$189
	<i>Subtotal Hours and Cost</i>	18	15	\$2,214
	<i>Capital Facilities Element *</i>	1. Review and update existing element as needed to reflect recent data, current conditions, and GMA changes. Includes consultation with city staff regarding direction on content and goals/policies. Provide draft to city staff for review.	15	5
2. Revise as needed to reflect staff/Planning Commission comments.		6		\$378
<i>Subtotal Hours and Cost</i>		21		\$1,683
Development Regulations Update				
	1. Review and update development regulations as needed to comply with GMA requirements and ensure consistency with Comprehensive Plan updates. Provide draft to city staff for review.	15		\$945
	2. Revise as needed to reflect staff/Planning Commission comments.	6		\$378
	3. Rezone(s) as needed for consistency.	10		\$630
	<i>Subtotal Hours and Cost</i>	31	0	\$1,953
Critical Areas Ordinance Update				
	1. Review and update existing ordinance and critical area maps as needed to reflect recent Best Available Science and other data, current conditions, and GMA changes. Provide draft to city staff for review.	10		\$630

Attachment #1

Tasks	Estimated Hours		
2. Revise as needed to reflect staff/Planning Commission/SEPA comments.	8		\$504
<i>Subtotal Hours and Cost</i>	18	0	\$1,134

Planning Commission/Outreach

Comprehensive Plan kickoff open house - prepare maps and materials; staff	8	8	\$1,080
Present Admin and Utilities Elements - PC. Includes staff report, discussion preparation, and travel.	4		\$252
Present Natural Environment Element - PC. Includes staff report, discussion preparation, and travel.	4		\$252
Present Housing and Land Use Elements - PC. Includes staff report, discussion preparation, and travel.	4		\$252
Present Transportation and Capital Facilities Elements - PC. Includes staff report, discussion preparation, and travel.	4		\$252
Present Development Regulations and CAO - PC. Includes staff report, discussion preparation, and travel.	5		\$315
<i>Subtotal Hours and Cost</i>	12	0	\$2,403

Combined Process - Comp Plan, CAO, Development Regulations

Complete SEPA checklist; respond to comments; issue threshold decision.	6		\$354
Submit drafts to Department of Commerce for 60-day review	1		\$59
Revise drafts based on SEPA/Commerce comments	5		\$295
Draft adoption ordinances	5		\$295
Finalize drafts for Council consideration	5		\$295
Staff City Council meeting(s)/public hearing	4		\$236
Submit adopted ordinances to Commerce	1		\$59
Contract/billing admin @ \$120/month for 18 months			\$2,160
Mileage			\$75
Copies and mailing			\$100

* To complete at no charge to city using MPO/RTPO funds. **CREDIT \$6,183**

TOTAL \$15,790

NOTES:

1. City's GMA Periodic Update (Comprehensive Plan, development regulations, and Critical Areas Ordinance updates) is due June 30, 2017 (RCW 36.70A.130(4)(c)).
2. Time estimates assume interaction with city staff to gather data, provide local knowledge, and review draft materials. Timely completion of tasks is dependent upon timely provision of requested information and review of materials by city staff.
3. Timelines for completion of these tasks will be dependent upon availability of city staff for responses and Planning Commission/City Council schedules.
4. Hours to staff meetings include meeting preparation and travel to/from city.
5. Cost estimates per task include benefits and indirect costs.
6. Where the estimated cost for any given task is not completely used or necessary, those funds may be used for another task.



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



COUNCIL MEETING ACTION ITEM

5/12/2015 M – 2

Title: Resolution Authorizing the Mayor to award the construction contract for the Wernex Loop Transportation Alternatives Program (TAP) Sidewalk Project.

Thru: Donald Wayman, City Administrator

From: Joe Henne, Public Works Director

Action Requested: Approval

Board/Commission Recommendation: Not applicable

Fiscal Impact: \$152,107.00

Funding Source: Street Fund:111-000-095-595-30-63-62

Staff Recommendation:

Acceptance and approval.

Background / Findings & Facts:

Sealed bids were opened on April 29, 2015 to construct the Wernex Loop Transportation Alternatives Program. The construction firm of Moreno & Nelson Construction, Inc. is the low bidder in the amount of \$152,107.00. This amount is approximately seven percent under the engineer's estimate. Attached are the bid results and a Recommendation of Award letter from Huibregtse, Louman Associates, Inc. Staff is requesting the Mayor be authorized to enter into a contract with Moreno & Nelson Construction, Inc. for the construction of the Wernex Loop Transportation Alternatives Program (TAP). Approvals from Yakima County and WSDOT have been received.



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



Recommended Motion:

Approve the resolution and authorize the Mayor to award the construction contract.

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:

4/29/2015

Sealed Bids were open April 29, 2015.

[Click here to enter a date.](#) [Click here to enter text.](#)

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[Click here to enter a date.](#) [Click here to enter text.](#)

[Click here to enter a date.](#) [Click here to enter text.](#)

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE MAYOR TO AWARD THE CONSTRUCTION
CONTRACT FOR THE WERNEX LOOP TRANSPORTATION ALTERNATIVES
PROGRAM SIDEWALK PROJECT**

WHEREAS, the City of Selah Public Works Department has received bids for the Wernex Loop Transportation Alternatives Program, Sidewalk Project, the lowest of which was from Moreno & Nelson Construction, Inc.; and

WHEREAS, Moreno & Nelson Construction, Inc. submitted a bid of \$152,107.00 which is approximately 7% under the engineer's estimate;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the contract for the Wernex Loop Transportation Alternatives Program Sidewalk Project, be awarded to Moreno & Nelson Construction, Inc. in the amount of \$152,107.00 and that the Mayor be authorized to sign contract documents upon preparation.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH,
WASHINGTON, this 12th day of May, 2015.

John Gawlik, Mayor

ATTEST:

Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:

Bob Noe, City Attorney

RESOLUTION NO. _____



Jeffrey T. Louman, PE
Theodore W. Pooler, PE
Michael T. Battle, PE
Eric T. Herzog, PLS

Terry D. Alapeteri, PE
Gene W. Soules, PE
Timothy D. Fries, PLS
Justin L. Bellamy, PE

Stephanie J. Ray, PE
Dustin L. Posten, PE
Stephen S. Hazzard, PE
Michael R. Heit, PE

Civil Engineering ♦ Land Surveying ♦ Planning

April 29, 2015

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

Attn: Mr. Joe Henne
Public Works Director

Re: City of Selah
WERNEX LOOP
Federal Aid No.: TAP-4703(004)
HLA Project No.: 14064
Recommendation of Award

Dear Mr. Henne:

The bid opening for the above referenced project was held at Selah City Hall at 2:00 p.m. on Wednesday, April 29, 2015. A total of three (3) bids were received with the low bid of \$152,107.00, being offered by Moreno & Nelson Construction, Inc. of Walla Walla, Washington. This low bid is approximately seven (7) percent below the Engineer's Estimate of \$164,100.00.

We have reviewed and checked the bid proposals of all bidders and recommend the City of Selah award a construction contract to Moreno & Nelson Construction, Inc. in the amount of \$152,107.00, contingent on approval of Yakima County as the Certification Agency and WSDOT Highways and Local Programs approval. Please send us a copy of the City of Selah Council minutes authorizing award of this project.

Enclosed are copies of the project Bid Summary for your review. Please advise if we may answer any questions or provide additional information.

Very truly yours,

Terry D. Alapeteri, PE

TDA/crf

Enclosures

Copy: Robert Lochmiller, Yakima County - Public Services (Email)
Roger Arms, WSDOT Local Programs (Email)
Steve Sziebert, HLA
Caroline Fitzsimmons, HLA
Brent Schilperoort, HLA
Correspondence File

BID SUMMARY						BIDDER #1		BIDDER #2		BIDDER #3	
Owner: CITY OF SELAH Project: WERNEX LOOP HLA Project No.: 14064 Federal Aid No.: TAP-4703(004) Bid Opening Date: April 29, 2015						Moreno & Nelson Construction, Inc. P.O. Box 794 Walla Walla, WA 99362		Granite Construction Company 80 Pond Road Yakima, WA 98901		Allstar Construction Group, Inc. 2548 Van Glesen St. Richland, WA 99354	
Item No.	Item Description	Unit	Quantity	ENGINEER'S ESTIMATE		Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
				Unit Price	Amount						
1	Mobilization	LS	1	\$14,000.00	\$14,000.00	\$20,500.00	\$20,500.00	\$15,353.00	\$15,353.00	\$9,371.00	\$9,371.00
2	Project Temporary Traffic Control	LS	1	\$8,000.00	\$8,000.00	\$1,450.00	\$1,450.00	\$2,500.00	\$2,500.00	\$4,059.00	\$4,059.00
3	SPCC Plan	LS	1	\$1,000.00	\$1,000.00	\$50.00	\$50.00	\$500.00	\$500.00	\$1,621.00	\$1,621.00
4	Clearing and Grubbing	LS	1	\$12,000.00	\$12,000.00	\$5,800.00	\$5,800.00	\$5,000.00	\$5,000.00	\$4,634.00	\$4,634.00
5	Removal of Structure and Obstruction	LS	1	\$4,000.00	\$4,000.00	\$1,400.00	\$1,400.00	\$4,000.00	\$4,000.00	\$8,056.00	\$8,056.00
6	ESC Lead	DAY	5	\$300.00	\$1,500.00	\$50.00	\$250.00	\$150.00	\$750.00	\$382.73	\$1,913.65
7	Erosion/Water Pollution Control	FA	EST.	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00
8	Unclassified Excavation Incl. Haul	CY	350	\$40.00	\$14,000.00	\$40.00	\$14,000.00	\$40.00	\$14,000.00	\$35.00	\$12,250.00
9	Crushed Surfacing Base Course	TON	180	\$25.00	\$4,500.00	\$33.00	\$5,940.00	\$40.00	\$7,200.00	\$47.85	\$8,613.00
10	Crushed Surfacing Top Course	TON	120	\$30.00	\$3,600.00	\$40.60	\$4,872.00	\$45.00	\$5,400.00	\$47.85	\$5,742.00
11	HMA Cl. 1/2-Inch PG 64-28	TON	80	\$140.00	\$12,800.00	\$128.00	\$11,810.00	\$175.00	\$15,750.00	\$143.69	\$12,932.10
12	Cement Conc. Sidewalk 6-Inch Thick	SY	190	\$50.00	\$9,500.00	\$38.00	\$7,220.00	\$40.00	\$7,600.00	\$75.43	\$14,331.70
13	Cement Conc. Sidewalk 4-Inch Thick	SY	520	\$41.00	\$21,320.00	\$32.00	\$16,640.00	\$35.00	\$18,200.00	\$66.18	\$34,413.60
14	Cement Conc. Traffic Curb and Gutter	LF	985	\$12.00	\$11,820.00	\$12.00	\$11,820.00	\$12.00	\$11,820.00	\$15.90	\$15,661.50
15	Cement Concrete Curb Ramp	EA	2	\$1,200.00	\$2,400.00	\$1,160.00	\$2,320.00	\$1,500.00	\$3,000.00	\$795.09	\$1,590.18
16	Catch Basin Type 1	EA	1	\$1,500.00	\$1,500.00	\$1,670.00	\$1,670.00	\$1,750.00	\$1,750.00	\$2,385.00	\$2,385.00
17	Storm Sewer Pipe 8 In. Diam.	LF	8	\$150.00	\$1,200.00	\$100.00	\$800.00	\$150.00	\$1,200.00	\$21.56	\$172.48
18	Gravity Block Wall	SF	770	\$28.00	\$21,560.00	\$34.00	\$26,180.00	\$32.00	\$24,640.00	\$22.53	\$17,348.10
19	Mailbox Support, Type 1	EA	1	\$800.00	\$800.00	\$585.00	\$585.00	\$495.00	\$495.00	\$265.00	\$265.00
20	Minor Change	FA	EST.	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
BID TOTAL					\$164,100.00		\$152,107.00		\$158,158.00		\$174,359.31

BID SUMMARY					BIDDER #1		BIDDER #2		BIDDER #3		
Owner: CITY OF SELAH Project: WERNEX LOOP HLA Project No.: 14064 Federal Aid No.: TAP-4703(004) Bid Opening Date: April 29, 2015					Moreno & Nelson Construction, Inc. P.O. Box 794 Walla Walla, WA 99362		Granite Construction Company 80 Pond Road Yakima, WA 98901		Alistar Construction Group, Inc. 2546 Van Giesen St. Richland, WA 99354		
Item No.	Item Description	Unit	Quantity	ENGINEER'S ESTIMATE		Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
				Unit Price	Amount						
ENGINEER'S REPORT						ADDITIONAL BID TOTALS					
Competitive bids were opened on April 29, 2015. All bids have been reviewed by this office. I recommend the contract be awarded to: Moreno & Nelson Construction, Inc.						BIDDER		BID TOTAL			
<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;">  Project Engineer </div> <div style="text-align: center;"> Date <u>4/29/15</u> </div> </div> <div style="text-align: center; margin-top: 20px;">  HLA <small>Halkregte, Lozano Associates, Inc.</small> <small>Civil Engineering • Land Surveying • Planning</small> </div> <p>*Bid results can be found at: www.hlacivil.com</p>											
						*Highlighted amounts have been corrected.					



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



COUNCIL MEETING INFORMATIONAL ITEM

5/12/2015 P – 4A

Title: Parks Board Minutes – January 5, 2015

Thru: Donald Wayman, City Administrator

From: Monica Lake, Executive Assistant

Action Requested: Informational - No action

Board/Commission Recommendation: Not applicable

Fiscal Impact: N/A

Funding Source: N/A

Staff Recommendation:

N/A

Background / Findings & Facts:

N/A

Recommended Motion:

N/A

City of Selah
Parks & Recreation Board Minutes
January, 5, 2015

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

A. CALL TO ORDER

Chairman Baranowski called the meeting to order at 5:00pm.

B. ROLL CALL

Members Present: John Baranowski, Bill Callahan, Eric Neumeyer, Tony Creach, Dan Smith,
Brooke Finch

Members Absent: Tom Stokes, Ken Pendleton

Staff Present: Ty Jones, Public Works Utility Supervisor; Monica Lake, Executive Assistant

Guests: Amy Matson

C. REVIEW OF MINUTES FROM THE November 3, 2014 MEETING

Board Member Neumeyer moved, and Board Member Creach seconded, approval of the November 3, 2014 minutes as written. By voice vote, support was unanimous.

D. COMMUNICATIONS **None**

E. GENERAL BUSINESS

1. Eagle Scout Future Proposal – New sign for Wixson Park

Public Works Utility Supervisor Jones talked about the meeting he had with an Eagle Scout last month about the Wixson Park sign, which was originally a redo of the existing sign but has since changed to construction of a new sign.

Recreation Manager Brown joined the meeting.

A brief discussion followed, including the possibility of a Plexiglas case to hold maps of Selah and the suggestion of a qr reader for smart phone usage.

F. OLD BUSINESS

1. Volunteer Park – structural options

Recreation Manager Brown discussed the various options presented, the parking lot, and the grant match fundraising efforts.

A brief discussion followed.

G. NEW BUSINESS

1. Selah Downtown Association – demilitarized vehicles installed at City parks

Amy Matson, Selah Downtown Association (SDA), talked about the two demilitarized vehicles offered to them by the Yakima Training Center and the SDA's desire to have them placed in two of the City's parks. She noted that the SDA has funds available to create a concrete pad and roof structure, and asked for the Board's input on placement.

Discussion followed on which parks would be best suited for the pieces of equipment.

Board Member Neumeyer moved, and Board Member Creach seconded, to recommend placing the vehicles at Legion park and Carlon Park. By voice vote, approval was unanimous.

Chairman Baranowski asked if there was any additional information on Centennial Park.

Public Works Utility Supervisor Jones responded that the City is currently waiting for more comprehensive drawings to be submitted.

H. PARK BOARD MEMBER REPORTS

Board Member Neumeyer had no report.

Board Member Callahan commented that folks are excited to see progress on Volunteer Park.

Chairman Baranowski said that the Board's goal is to keep the park true to the plan from seven years ago, as well as incorporate new suggestions.

Council Member Finch said that the Council expressed concern about only fifteen parking spaces, and that they wish to make sure that they are using the park wisely.

A brief discussion followed on the original vision of Volunteer Park, with a Board consensus to keep the parking area small, as befits a community park.

Recreation Manager Brown said that the pool survey is out, and they are trying to get it to as many people in the community as possible to get feedback on what they want for a future pool.

ADJOURNMENT:

Board Member Creach moved, and Board Member Neumeyer seconded, that the meeting be adjourned. By voice vote, the motion passed unanimously.

The meeting was adjourned at 5:59 pm.