



SELAH CITY COUNCIL

5:30pm October 27, 2020



*Selah City Council
Regular Meeting
Tuesday, October 27, 2020
5:30pm
Via Zoom*

Mayor:
Mayor Pro Tem:
Council Members:

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

CITY OF SELAH
115 West Naches Avenue
Selah, Washington 98942

City Administrator:
City Attorney:
Clerk/Treasurer:

Donald Wayman
Rob Case
Dale Novobielski

AGENDA

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

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

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

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

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

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

2. Written **None**

J. Proclamations/Announcements **None**

K. Consent Agenda

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

Monica Lake * 1. Approval of Minutes: October 13, 2020 Study Session & Council Meeting
Dale N. * 2. Approval of Claims & Payroll

L. Public Hearings **None**

M. General Business

1. New Business **None**

2. Old Business **None**

N. Resolutions

Gary Hanna 1. Resolution authorizing the Mayor to sign a SunComm Interlocal Dispatch Service Agreement with the city of Yakima, and Yakima County Fire Protection Districts 1, 2, 3, 4, 6, 9, 12 and 14
Joe Henne 2. Resolution Authorizing the Mayor to sign Change Order No. 3 for the East Goodlander Road Improvements

O. Ordinances **None**

P. Public Appearances **None**

Q. Reports/Announcements

1. Departments
2. Council Members
3. City Administrator
4. Boards **None**
4. Mayor

R. Executive Session **None**

S. Adjournment

Next Regular Meeting November 10, 2020

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

A yellow AIS indicates an action item.

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



CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



Council Meeting Action Item

10/27/2020 K – 1

Title: Approval of Minutes: October 13, 2020 Council Meeting

From: Monica Lake, Executive Assistant

Action Requested: Approval

Staff Recommendation: Approval of Minutes

Board/Commission Recommendation: Not Applicable

Fiscal Impact: N/A

Funding Source: N/A

Background / Findings & Facts: See Minutes for details

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

Study Session Minutes
Selah City Council
October 13, 2020
4:30pm

Mayor Raymond opened the Study Session then turned over the meeting to the committee, consisting of Council Members Peterson, Carlson, and Bell.

Council Member Bell gave a brief overview of what the committee had discussed, saying that they determined that there were three groups, one being employees with a code of conduct in the employee handbook; the second group was people under contract such as the City Administrator, City Attorney, and Police Chief, with the recommendation that all future contracts include the verbiage listed in the Police Chief's contract rather than what has been used in previous and current contracts; and the third group consisting of elected officials, who do not have a code of conduct in place. He referred the group to a slightly modified version of the one used by the City of Sunnyside, noting that theirs wouldn't be binding on the Mayor but they could ask that she participate in it and that they would have to hold themselves accountable as an elected official can't be fired by a vote of the Council. He went on to say that they currently have an ordinance with rules of decorum regarding how to respond amongst themselves and to the public, and the committee agreed that it would be appropriate to also adopt a code of conduct, either a modified version of Sunnyside's or a different one. He noted that they could renegotiate contracts with other groups currently under contract, but it would also open up everything to be renegotiated.

Discussion followed on the following items: whether this would apply to the Planning Commission; creating a template to be discussed and use as the basis for their Code of Conduct; enforcement being self-responsibility and self-enforcement; what could be modified on the Sunnyside Code of Conduct, such as striking item fifteen and rewriting part of item seventeen to fit Selah's form of government and contracted attorney; a request for guidelines for Council Members with regard to responding to emails; including some guidelines similar to what the AWC handbook contains; the need to be careful and not create issues where there isn't one; the level of expectation and how council can call out one of their members for not going along with the agreed Code of Conduct; using the Code of Conduct as a tool that outlines their expectations for each other; making sure that there are no violations of the OPMA with regard to emailing suggestions for modifying the Code of Conduct; and selection of one committee member to be the recipient of said modifications.

The date of October 23 was set as the deadline for Council Members to submit their suggestions and modifications to Council Member Carlson, who would then compile them for the committee review prior to October 27.

The Study Session ended at 5:22 pm.

City of Selah
Council Minutes
October 13, 2020

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

A. Call to Order Mayor Raymond called the meeting to order at 5:32 pm.

B. Roll Call

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

Members Absent: None

Staff Present: Donald Wayman, City Administrator; Rob Case, City Attorney; Dale
Novobielski, Clerk/Treasurer; Joe Henne, Public Works Director; Eric
Steen, Deputy Police Chief; Treesa Morales, Public Records Specialist;
Monica Lake, Executive Assistant

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

D. Pledge of Allegiance

Mayor Raymond led the Pledge of Allegiance.

E. Invocation

Pastor Matt Alexander gave the prayer.

F. Agenda Changes

Add: N – 1: Resolution Authorizing the Mayor to Distribute Coronavirus Relief Funds

G. Public Appearances/Introductions/Presentations

1. Katrina Henkle, Selah Downtown Association – Update

Katrina Henkle, Selah Downtown Association (SDA) Executive Director, addressed the Council. She said that it had been announced earlier that day that Yakima County was in Phase Two now, which meant fifty percent occupancy for restaurants, and that tomorrow from 8am to 10am she would be hosting a coffee chat via Zoom to talk about Phase Two and answer questions. She noted that there would also be a Town Hall Facebook live meeting Thursday with Comprehensive Mental Health. She remarked that the Selah CARES Grant information was before Council for review and approval, thanking the three-person committee for reviewing applications and making recommendations, and those Council Members who also helped with outreach. She added that it was a blind review process

with redacted business names to make it as fair as possible, and that they were recommending just shy of two hundred sixty thousand dollars to be distributed to seventy-five businesses.

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

I. Communications

1. Oral

Mayor Raymond opened the Public Meeting.

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

Executive Assistant Lake said that there were ten comments submitted, of which one was withdrawn and six would not be read aloud. She read aloud the following statements provided via the online public comment submission form.

From Bill Callahan, Selah:

This is an important quote: "Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof; or abridging the freedom of speech, or of the press; or the right of the people peaceably to assemble, and to petition the Government for a redress of grievances."

From Lorrie Smith, Yakima:

The recent city policy of removing non-political signs is highly illegal and unconstitutional, in my opinion. John Roberts, Clarence Thomas, Ruth Bader Ginsburg, Stephen Breyer, Samuel Alito, Sonia Sotomayor, Elena Kagan, Antonin Scalia and Anthony Kennedy all seemed to have agreed with my opinion that such actions are unconstitutional. Please notice that I am not purporting to speak on behalf of them. Rather I am simply speaking for myself by reasonably inferring this based on their unanimous decision regarding the "Reed vs. Town of Gilbert" case. I really disagree with the Mayor allowing the signs to continually be stolen, despite the violation of the first amendment it constitutes.

From Gabriel Fabian, Selah:

The city has proven time and time again that their chalk cleaning policy has nothing to do with actually keeping the city streets and sidewalks clean and maintained. Rather it's certain messages that are being targeted. First there were cases of dirt and even splintered 4x4 beams being left in the street and on sidewalks. Now there happens to be many pieces of glass in a location that has been repeatedly pressure washed to clear it of chalk. This glass has been present in an intersection for approximately 2 months. I'd estimate that city workers have gone by at least 20 times without taking any action. It seems odd that the city has a policy of immediately cleaning chalk off of their streets, yet when an actual hazard is present, no action is taken to maintain streets and sidewalks. I think this is a ridiculous policy. It shows a disregard for the actual safety and maintenance of City property in exchange for hunting down a non-damaging, water soluble art medium.

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

2. Written None

J. Proclamations/Announcements None

K. Consent Agenda

Council Member Carlson noted a clerical adjustment on page nine of the minutes where the bolded part of the motion referred to parking prohibited on certain streets rather than the actual discussion and motion on an ordinance amending the 2020 budget for legal services.

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: September 22, 2020 Study Session & Council Meeting

* 2. Approval of Claims and Payroll:

Payroll Checks Nos. 83780 – 83797 for a total of \$278,515.22

Claim Checks Nos. 75428 – 75505 for a total of \$245,084.23

Council Member Carlson moved, and Council Member Bell seconded, approval of the Consent Agenda with the afore-mentioned adjustment to the Minutes. By a show of hands, approval was unanimous.

L. Public Hearings

1.

Clerk/Treasurer Novobielski addressed the Council. He said that State law requires the City to conduct a public hearing on revenue sources for the ensuing year's budget, of which the City has two. He started with property taxes, which the City is allowed to increase annually by one percent, which they have done for the past several years. He gave a breakdown of the increase for both property taxes and new construction as outlined in the Council packet, noting that Yakima County provided him with estimated assessed values at a five percent increase.

Council Member Carlson asked if he was saying that even opting to increase the taxes by one percent would still drop the rate per thousand being charged.

Clerk/Treasurer Novobielski replied in the affirmative, adding that the rate per thousand would be decreasing by six cents, although actual taxes may be higher based on property value.

Council Member Carlson inquired as to the motivation for increasing taxes by one percent if they're getting a higher taxed value, if there was a specific project, or if it was to have a better budget.

Clerk/Treasurer Novobielski answered that it was something they were opting to do to add to their revenue stream, and that not doing so would result in twenty-one thousand less for the General Fund.

Council Member Carlson clarified that was if Council opts for the one percent increase.

Clerk/Treasurer Novobielski agreed that he was correct, and that it would be discussed during the budget process, going on to say that at this time he was giving them an early indication as to what revenue changes he would be proposing in the budget presented in November. He addressed utility rates next, saying that for water and sewer rates the Public Works Department has comprehensive plans projecting twenty years into the future for different needs and what would be required to satisfy those improvements and increase in costs, and because of those they are requesting a three percent increase on both. He said that Basin Disposal, their contractor for garbage services, submitted a letter September 25 notifying them that the County would be increasing landfill costs by five and a half percent, and the State has increased B&O taxes, so they were requesting a two point sixty-six percent increase, which he rounded to three percent for consistency. He referred Council to the information provided in their packet, noting that as of the September billing they had removed the fifteen percent bond utility tax, which resulted in a decrease in utility charges for their customers.

Council Member Carlson remarked that he didn't necessarily oppose an increase, but he wanted to be careful about imposing increases for the sake of imposing increases, especially after the decrease from the Marudo property, and that to quote former Council Member Tierney, he believed that the low-income seniors and low-income disabled deserve maintaining their rate as their income is pretty fixed.

Clerk/Treasurer Novobielski responded that they do have a different rate schedule for low-income and only impose the six percent basic rate tax on those customers. He noted that, even with a three percent increase, they would end next year with less of a fund balance than they began with.

Council Member Costello inquired if the decrease on the utility tax for the Marudo property would be released so everyone was made aware of it.

Clerk/Treasurer Novobielski replied that they would be placing a message for all customers on the October billing to notify them that the fifteen percent bond tax had been removed.

City Administrator Wayman noted that he had reached out to Adam Smith, and he should be doing a story on that soon.

Mayor Raymond opened the public hearing.

Council Member Carlson clarified that anyone wishing to speak wasn't required to submit a request to speak as long as they were speaking on this public hearing only.

Seeing no one wish to speak, Mayor Raymond closed the meeting.

M. General Business

- | | | |
|----|--------------|-------------|
| 1. | New Business | None |
| 2. | Old Business | None |

N. Resolutions

1. Resolution Authorizing the Mayor to Distribute Coronavirus Relief Funds

City Administrator Wayman addressed N – 1. He said that this Resolution authorizes the Mayor to distribute coronavirus relief funds, the funding source being the General Fund with expenditures replenished through an indirect Federal grant through the Department of Commerce. He remarked that they were allocating money out to grant recipients as well as City operations to deal with COVID related issues for both businesses and City operations, taking care to ensure that the fund requests for City operations and the CARES grant applications selected for grants fall within the requirements before submitting a fund request to the Department of Commerce. He reviewed the list of City applications along with the Cares grant recipients as listed on the AIS and its attachments, adding that the committee put together at the Mayor's request distributed funds as widely as they could, to seventy-five businesses for a total of two hundred sixty thousand dollars. He noted that Clerk/Treasurer Novobielski was waiting on word from the IRS and Department of Commerce as to whether they would be requiring 1099s from recipients, and that they City would be distributing the checks as quickly as possible. He commented that he was very reluctant to bring the item to Council today because of long term delays in getting back funding, but he had a conversation with his contact at the Department of Commerce, who assured him that they could get reimbursement expedited, which means there is a good chance they would get funds back quicker than expected. He asked that Council pass the Resolution.

Council Member Matson moved, and Council Member Costello seconded, to Approve the Resolution authorizing the Mayor to expend up to \$358,425 from General Fund 001 for Corona Virus relief to City operations and business grant awards. Roll was called: Council Member Wickenhagen – yes; Council Member Matson – yes; Council Member Vargas – yes; Council Member Peterson – yes; Council Member Bell – yes; Council Member Costello – yes; Council Member Carlson – abstain. Motion passed with six yes votes and one abstention.

Mayor Raymond remarked that the reluctance City Administrator Wayman spoke about had to do with the amount of time and paperwork involved, as just this morning she had signed additional paperwork for the Commerce grant. She thanked Council Member Matson for coming in that morning to ask questions so they could get answers to bring the item to Council tonight.

O. Ordinances **None**

P. Public Appearances **None**

Q. Reports/Announcements

1. Departments

Public Works Director Henne said that they have substantially completed the Taylor Ditch project, had a preconstruction conference for the Well No. 7 project for putting in new turbine pump, well casing and shaft, and were getting equipment ready for snow.

Council Member Peterson commented that the tennis courts look essentially done, with the nets up on the north courts, and asked if they were on schedule to be done within a week or two.

Public Works Director Henne replied that the resurfacing was complete, but they had to order new poles with a winch mechanism for the south courts, which arrived today and should be up by the end of the week.

Clerk/Treasurer Novobielski said that he would be providing Council with Binders containing the preliminary 2021 Budget at the next Council Meeting, and that Budget meetings with Department Heads were scheduled for November 18, 19 and 20, from 1:30pm to 4:30pm. He noted that the fifteen percent bond utility tax had been removed from the system.

Council Member Carlson commended staff, especially Clerk/Treasurer Novobielski, the Council, and the Mayor in their efforts to pay the bonds off quickly and early, adding that it would be a huge relief for the citizens.

Mayor Raymond told Council that they were all invited to the budget meetings in November, and she would like to see more Council Members than usual in attendance.

Deputy Police Chief Steen said they were eagerly awaiting Chief Christman's arrival, and that he was proud of staff getting things done for his arrival. He noted that there were several collisions in the community at the moment that Fire was out on.

City Attorney Case had no report.

2. Council Members

Council Member Matson thanked Ms. Henkle for spearheading the application process and CARES grant committee, and thanked the Mayor and City Administrator for meeting with her that morning.

Council Member Costello had no report but apologized to those scared that the situation with CARES Act money wasn't going to be addressed that night.

Council Member Wickenhagen said that Yakima Valley Tourism still had a large stock of pamphlets and wouldn't be doing a new one for next year because of that. He added that they gave the board a virtual tour of the convention center remodel, which will have a lot more space.

Council Member Bell said that the City did issue a permanent occupancy permit to SPRSA for the aquatic center, they are looking to have a great season next year. He remarked that they closed out this year with some training for lifeguards around the valley, and gained a little bit of revenue by training lifeguards from other areas that would need certification prior to next season opening up. He challenged the City and the community at large to make contact with at least three people in the next couple weeks they haven't heard from since COVID started, saying that it's great mental health for yourself and protecting those other people.

City Administrator Wayman informed Council that he just received an email from Department of Commerce with more information on sub-recipient monitoring, and they would be trying to comply with what they want in the hope that it won't interfere with distributing money this week. He stated that they would be doing everything they could to follow through and get funds distributed.

Council Member Carlson questioned the hiring of a Recreation Coordinator right then, expressing curiosity as to what the individual would be doing.

City Administrator Wayman replied that they would be holding off on hiring until June 2021.

Council Member Carlson asked if there had been anything put out yet for the HR position.

City Administrator Wayman answered in the negative.

Council Member Carlson inquired if there was a plan for that.

City Administrator Wayman responded in the affirmative.

Council Member Carlson requested a report on that.

City Administrator Wayman declined, saying they would discuss it later.

Council Member Peterson had no report, but wanted to echo Council Member Matson's appreciation for the Selah Downtown Association and all the people who worked sorting out grant applications.

Council Member Vargas echoed the thank you to everyone for their action on the CARES Fund grants and getting it out as soon as possible. She addressed the removal of signs, saying that she wanted to open it up for discussion to provide clarification and transparency, and that the primary concern she brought to the Mayor was equal enforcement, as every time she drives downtown she sees signs that seemingly don't fit the exemption for being allowed but she has never seen the SAFE signs. She said that the Mayor informed her that she and City Administrator Wayman personally removed those signs, and she was concerned about removal of signs being limited to the roads they drive on and unequal enforcement when there are other signs seemingly allowed to stay. She went on to say that if Council is setting the policy, the expectation is that enforcement would be equal when it doesn't appear to be currently, and that she also fears the risk of lawsuits and further division within the City.

Mayor Raymond responded that after their conversation the other day she drove down Wenas and First Street, and only saw political signs. She commented that, if there are signs somewhere else they don't see and people don't tell them where they are, they can't spend the day driving the city looking for signs.

Council Member Vargas opined that having those whose job it is enforcing it would eliminate a lot of the issue. She added that a lot of the signs she's seeing are right on main street for days in a row, and that removal of certain signs is adding to a pattern they have of applying resources to removing certain things when it's a certain message.

Mayor Raymond answered that all she saw were political signs on the ballot this year.

Council Member Vargas remarked that hadn't been her experience when driving downtown the vast majority of times, and she feels that a discussion on how there could be equal enforcement is needed. She opined that the Mayor and City Administrator removing signs is a set-up for it being unequal, and that they need to allow city employees to do their job in taking the lead on this and ensuring that they have policies that are equal, as that isn't the appearance right now.

City Administrator Wayman commented that there are layers of issues that Council Member Vargas has brought up, such as who should and shouldn't be removing signs, opining that whether the city staff doing so are Public Works, Code Enforcement or himself, it doesn't matter because they are illegal signs. He stated that he had directed Public Works personnel not to remove them, and has instead taken that on as an extra duty early in the mornings, although sometimes citizens have picked signs up and walked away with them, or Public Works employees have moved them when mowing. He said that they are following Selah Municipal Code, and although there's a statute they haven't adopted these aren't political signs and are equivalent to picking up litter. He told her that her presumption was incorrect, as yard sale signs and other illegal signs are removed every day. He went on to say that enforcing illegal signs is generally something hard to do, and they have relaxed some sign enforcement regarding flag signs and easel signs but would be cracking down on them soon. He added that fifteen days after the election no signs would be allowed on public right of way, and that the proper thing for her to do would be to call himself, Mayor Raymond or City Attorney Case to discuss it rather than in a public forum.

Council Member Vargas disagreed with his assertion that her opinion was false, saying they clearly have different opinions on equal or unequal, and that she was having it in open forum because she discussed it with the Mayor earlier this week. She pointed out that she wasn't the only one with those questions, and that she sent an email stating to the Mayor that they needed to discuss this tonight at the meeting. She felt that in a political climate where people disagree so much there's a desire for transparency from government, and that the desire to push this behind closed doors doesn't serve the City well.

City Administrator Wayman responded that if her assertion was they were afraid to discuss it in the open that wasn't the case. He opined that it sounded like she was having a problem communicating with either himself or the City Attorney, and that it would be helpful if she would call and talk to either of them about her concerns one time.

Council Member Vargas reiterated that she had discussed the matter with Mayor Raymond and asked if he had anything he would like to add to put the matter to bed.

City Administrator Wayman answered that, with regard to equal enforcement, he would be glad to get it taken care of if she could point out where it hasn't been enforced equally, to get beyond the discussion of unequal enforcement. He went on to say that with regard to who is appropriate to be picking up these signs, he's the senior unelected official in the city who gives out tasks to department heads, who then give out tasks to their subordinates, and he has given direction to Public Works personnel to not get involved in this, as there is a group of folks out there who are filming them, taking down their names, and perhaps vilifying them on the internet. He added that he's getting that already, but he doesn't want good Public Works personnel attacked for doing their jobs, and if she had called him before he would have given her the explanation. He stated that Council doesn't decide what staff does; the Mayor does.

Council Member Vargas responded that having him put it to rest wasn't her only intention. She wanted transparency and clarification, and to have questions answered for the entire community.

City Administrator Wayman expressed hope that he had answered her questions, as what they were doing was legal and transparent, and they weren't hiding what they do.

Council Member Vargas remarked that she appreciated the input given and that she hoped to see it for herself next time she drove downtown.

City Administrator Wayman said they would try to ensure she doesn't see unauthorized signs, but there may be some that crop up that they just don't catch.

Council Member Carlson commented that he shared some similar concerns, as he has seen signs up for months that don't fall under political signage, listing a few of those he could recall. He shared similar concerns with Council Member Vargas that enforcement had only begun recently with signs contrary to what the City Administrator wanted, and thought it erroneous to claim they have been doing it constantly.

Mayor Raymond said that this whole year has brought new things to everyone's lives, and there are things they've had to deal with that they've never had to before, like signs against another person regardless of what another feels. She added that signs that are illegal are taken down, and she's been taking down yard sale signs for years. She inquired how he would like it if people put signs up all over town with your name on it, and if he would leave them up.

Council Member Carlson responded that he wouldn't love it but he would expect people to have a right to say what they want. He admitted that he has seen good enforcement on clearing up yard sale signs, but he's seen signs out for months that fit the same qualifications. He agreed that 2020 has elevated tensions and they are in a different political world.

Mayor Raymond asked if that gave people the right to slander.

Council Member Carlson replied that there are signs that aren't slandering.

Mayor Raymond told him that they pull them down if they see them.

Council Member Carlson didn't feel they had been pulled down equally.

Mayor Raymond pointed out that this was new to the community.

Council Member Carlson commented that as of the first time that SAFE signs and BLM signs had gone up that's when they started enforcing it, and that whether he agrees politically has no bearing in his desire for equal enforcement. He went on to say that, while he agrees that he would not appreciate it, it doesn't change the fact that those signs are being removed and they have changed the level of enforcement as of when the signs had gone up.

City Administrator Wayman replied that was his opinion, and it was an incorrect opinion, as some of the signs he was referring to may be in the county and those that are directional for real estate are permitted. He respectfully disagreed with Council Members Carlson and Vargas and said that he would be happy to address their concerns regarding uneven enforcement on a person to person level because he thought they were incorrect in how they apply themselves. He went on to say that neither Council Member had a better understanding of what happened on a day to day basis than he did, but he would be willing to listen to them and help them get to where they need to get.

Council Member Carlson responded that he had passed him on the road when seeing signs for propane that had been there for months in the City, so for them to change their policy or enforcement level based on signs that are against himself personally was concerning.

City Administrator Wayman said that he could keep saying the same lie over and over but it still wouldn't be the truth.

Council Member Carlson replied that it wasn't a lie, and he could tell him where it was and how long it's been there.

Mayor Raymond stated that they were stopping the conversation, saying that the signs are illegal and they would continue to take down those and any other signs that aren't a political sign. She added that if they wished to continue discussion they could make an appointment.

3. City Administrator

City Administrator Wayman stated that they would post who received CARES grant awards and how much the City's website the next morning.

4. Boards **None**

5. Mayor

Mayor Raymond thanked everyone for their hard work on the CARES act. She said that moving into Phase Two is good news for everyone in town.

R. Executive Session **None**

S. Adjournment

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

The meeting adjourned at 6:42pm.

Sherry Raymond, Mayor

Roger Bell, Council Member

Russell Carlson, Council Member

Jacquie Matson, Council Member

Kevin Wickenhagen, Council Member

Clifford Peterson, Council Member

Suzanne Vargas, Council Member

Michael Costello, Council Member

ATTEST:

Dale E. Novobielski, Clerk/Treasurer



CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



Council Meeting	Action Item
10/27/2020	K – 2

Title: Claims & Payroll

From: Monica Lake, Executive Assistant

Action Requested: Approval

Staff Recommendation:

Approval of Claims & Payroll as listed on Check Registers.

Board/Commission Recommendation: Not Applicable

Fiscal Impact: See Check Registers

Funding Source: See Check Registers

Background / Findings & Facts: See Check Registers

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



CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



Council Meeting Action Item

10/27/2020

N – 1

Title: Resolution authorizing the Mayor to sign a SunComm Interlocal Dispatch Service Agreement with the city of Yakima, and Yakima County Fire Protection Districts 1, 2, 3, 4, 6, 9, 12 and 14.

From: Gary Hanna, Fire Chief

Action Requested: Approval

Staff Recommendation: Acceptance and approval.

Board/Commission Recommendation: Not Applicable

Fiscal Impact: \$93,910 in 2021. 2022 TBD in 2021

Funding Source: Fire Control Fund 103

Background / Findings & Facts: SunComm 9-1-1 is the communication center for all fire dispatching in upper Yakima County and police dispatching for the cities of Yakima and Union Gap. Funds collected from these cities and fire districts support the operation and maintenance costs of the SunComm 9-1-1 Communication Center.

Recommended Motion: Move to approve Resolution authorizing the Mayor to sign a SunComm Interlocal Dispatch Service Agreement with the City of Yakima, and Yakima County Fire Protection Districts 1, 2, 3, 4, 6, 9, 2 and 14.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A
SUNCOMM INTERLOCAL DISPATCH SERVICES AGREEMENT
WITH THE CITY OF YAKIMA AND YAKIMA COUNTY FIRE
PROTECTION DISTRICTS 1, 2, 3, 4, 6, 9, 12 AND 14

WHEREAS, the City of Selah wishes to enter into an Interlocal Dispatch Service Agreement with the City of Yakima and Yakima County Fire Protection Districts 1, 2, 3, 4, 6, 9, 12 and 14, and

WHEREAS, the term of the contract is for two (2) calendar years commencing on January 1, 2021 and terminating at midnight on December 31, 2022;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH WASHINGTON, that the Mayor of the City of Selah be authorized to sign an Interlocal Dispatch Service Agreement with said parties. A copy of the agreement is attached and incorporated as shown

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH WASHINGTON, this 27rd day of October, 2020.

Sherry Raymond, Mayor

ATTEST:

Dale E. Novobielski, Clerk Treasurer

APPROVED AS TO FORM:

Rob Case, City Attorney

INTERLOCAL DISPATCH SERVICES AGREEMENT

THIS DISPATCH COMMUNICATIONS SERVICES AGREEMENT, (hereafter the “Agreement”) is made and entered into by and between the City of Yakima (hereinafter “Yakima”) the City of Selah and Yakima County Fire Protection District No.1,2,3,4,6,9,12,and14. (hereinafter referred to individually as “Public Agency” or collectively as “Public Agencies”).

WITNESSETH

WHEREAS, pursuant to previous agreements, Yakima has provided public safety dispatching services to the Public Agencies. Such public safety dispatch services include, but are not limited to, radio and telephony dispatch, alarms, emergency calls, and coordination of Mutual Aid Agreements (MAAs).

WHEREAS, Yakima and the Public Agencies, and each of them, desire to enter into a new Agreement for the continuation of such services upon the terms and conditions set forth herein.

NOW, THEREFORE, pursuant to Chapter 39.34 RCW and in consideration of the mutual covenants, promises, and agreements set forth herein, it is agreed by and between Yakima and the Public Agencies as follows:

- 1. SunComm Public Safety Communications Center.** Yakima shall operate and manage a central facility to be known as the “SunComm Public Safety Communications Center,” (hereinafter “SunComm”) located within the City of Union Gap, and shall use the same for the purpose of receiving public safety calls resulting from 911 or public safety agencies from the respective areas served by all of the parties hereto, and shall dispatch Law, Fire, and EMS as appropriate in response to any such public safety emergency calls and for the purpose of receiving and transmitting mutual aid calls among the various parties hereto and for other related business.

2. **Authority of Dispatch Center and Administration.** It is agreed that the duty of operating SunComm and the complete management thereof is vested in Yakima, and that Yakima shall have the full, complete, and exclusive authority to operate and manage SunComm.
3. **Expense of Maintenance and Operation.** The expense of continued maintenance and operation of SunComm, including the expense of maintenance of Yakima public safety communications equipment necessary for dispatch located within SunComm shall be the responsibility of Yakima and managed by Yakima. Revenues generated from the Cost of Service provisions set forth in Section 5 below may be used by Yakima to defray such expenses of maintenance and operation and for any other lawful purpose as determined appropriate by Yakima.
4. **Term of Contract.** This Contract is for a term of two (2) calendar years commencing January 1, 2021 and terminating at midnight on December 31, 2022.
5. **Cost of Service.** Yakima (SunComm) shall maintain a record of each Public Agency's alarm calls and each Public Agency shall be assessed a fee for service by Yakima for each alarm call as stated herein. The base cost per dispatched call for the contract period shall be the cost per dispatch retrieved from the CAD Managerial Information System (MIS) from the proceeding calendar year. For the first year of this Agreement, the cost of service is based on the YR 2019 calls and shall be \$57.28 per CAD dispatch record.

The cost per dispatch for each subsequent year of the contract shall be increased effective January 1 of each year for the contract term. The increase shall be calculated by adding the previous contract amount per dispatch, plus the annual average CPI data from the Bureau of Labor Statistics between the months of June–May of the Consumer Price Index (CPI) for All Urban Consumer (CPI-U) and Consumer Price Index (CPI-U) –West Region.

Beginning FY22, Yakima will base the annual increase in the cost of each dispatch on the *greater of* the percentage increase

represented by 1) the annual CPI average percentage increase, calculated as set forth above, or 2) the current percentage increase in labor rate compensation for the Collective Bargaining Agreement (CBA). The maximum annual dispatch rate increase based on the CBA increase percentage shall not exceed 3.5%.

In addition, Yakima can request an additional fee approved through a meeting of the user agencies to increase the cost per dispatch based on operational costs or a capital project that exceeds the annual CPI generated revenue based on the needs of SunComm. The additional fee will be accounted for separately and be used for the maintenance and sustainability of the dispatch related equipment. No less than seventy-five percent of the collective Public Agencies that contract through SunComm for service must be present at the meeting and the increase will be approved through a simple majority vote. One of following methods will be used to calculate the annual fee increase per dispatch.

A. Contract Year XXXX (\$previous “per dispatch” cost) + (CPI-U+CPI-U-West Region)/2= annual increase.

B. Contract Year XXXX (\$previous “per dispatch” cost) + (CBA labor Rate percentage x \$previous “per dispatch” cost) = annual increase.

To accommodate each Public Agency’s budget cycle, Yakima shall provide in writing, by August of each year governed by this contract, Yakima’s cost for dispatch services for the next budget year. The numbers will be based on the previous year’s dispatched calls or alarms dispatched by SunComm for each contracted Public Agency, multiplied by the contract year increase. The following equation will be used to determine each user agency’s annual service cost:

Annual Contract Rate x Dispatched Calls= Annual Cost

In the event that the method of response to alarm calls is significantly altered, such as tiered emergency medical response, the parties agree that this agreement shall be opened to reconsider

the Cost of Service formula set forth in Section 5 to address the new conditions of dispatching alarm calls.

6. **Payment for Dispatched Calls.** Each participating Public Agency shall be billed quarterly beginning in January of each year for dispatch services for that ensuing calendar year.
 - a. Each of the Public Agencies shall pay each quarterly billing for dispatch services within sixty (60) days of being invoiced by Yakima. Payment shall be made to Yakima City Treasurer, 129 North 2nd Street, Yakima, Washington 98901.
 - b. SunComm shall provide a current year monthly report of dispatched calls within 30 days of the month closing. These calls will be reviewed for discrepancies and adjusted to the next contract period.
7. **Definition of a Dispatched Call.** A call to be charged under the terms of this Agreement is defined as follows:
 - A. A dispatched call is defined as: an incident, call, or alarm that results in a dispatch of fire or EMS equipment from any of the contracted user agencies or an agency supporting the contracted agencies response. Any number of vehicles from the responsible user agency may answer any such alarm call. All communications dealing with such alarm call shall be deemed as one (1) alarm call.
 - B. Auto-Aid. In the event an agency or agencies have entered into an agreement for “Auto-Aid” with another Public Agency the agency responsible for the zone or district shall be responsible for the dispatch service costs.
 - C. Mutual Aid. In the event an individual Public Agency requests mutual aid, it shall pay for each additional alarm call it requests.
 - D. Departments or Districts initially dispatched to an incorrect location due to SunComm error shall not be charged for the dispatch.
 - a. SunComm and the district shall review all dispatches in question for accuracy.

- b. Incorrect dispatches due to SunComm error shall be adjusted in the next subsequent year.

8. Performance Standards. SunComm is committed to providing the best customer support possible under the following conditions.

A. SunComm will develop policy and procedures that follow the 2016 National Fire Protection Agency (NFPA) 1221 best practices for public safety communications. The standards will be followed as dated to the contract period. Exceptions to these standards are listed below:

B. Public Safety Communication Land Mobile Radio equipment specific for fire dispatch limits SunComm in performing to NFPA 1221 Chapter 9 standards. The limited LMR equipment and coverage limits SunComm's ability to efficiently support more than two (2) active 3 alarm incidents occurring simultaneously. In addition, there are several areas that public safety radio and paging does not effectively cover which can delay the dispatch or require SunComm to use other resources to contact the district or department.

C. Personnel Shortages and Incidents: Standards of dispatching times could be effected based on the following conditions:

1. SunComm experiences unexpected personnel shortages due to resignations, internal investigations, FMLA, or changes to human resource policy.
2. Fire districts annex or increase the size of district, adding additional stations, and increasing the number of apparatuses.
3. NFPA requires two dispatchers and a supervisor (7.3.1 and 7.3.4.2), whereas the shift supervisor can only be used for short term coverage.

9. Early Termination of Contract. Any party hereto may terminate this Agreement, with or without cause, by providing sixty (60) days written notice of termination to each of the parties to this Contract. The Contract shall remain in full force and effect with regard to all remaining parties who have not exercised early contract termination pursuant to this clause. In the

event of early termination, Yakima shall remit and pay to the withdrawing party the unearned portion of the annual payment for cost of service paid by the withdrawing Public Agency for that calendar year.

10. Liability of Yakima. Yakima shall not be liable to any Public Agency, its elected officials, officers, employees, and agents for failure to provide, or delays in providing, services herein, if due to any cause beyond the City of Yakima's control, such as, but not limited to, power outage, fire, water, energy shortages, failure of its communications or computer hardware or operating system, natural disaster, or inability to provide or continue to provide the agreed upon services due to a court ruling or other legal action adverse to the City of Yakima or this Agreement.

11. INDEMNIFICATION/PROMISE NOT TO SUE.

- A. Each Public Agency agrees to hold harmless, indemnify, protect, and defend Yakima, its elected officials, officers, employees, and agents from and against any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including attorneys' fees and disbursements) that result from or arise out of the sole negligence or intentionally wrongful acts or omissions of the Public Agency, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of this Agreement.
- B. Yakima agrees to hold harmless, indemnify, protect, and defend the Public Agencies, their elected officials, officers, employees, and agents from and against any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including attorneys' fees and disbursements) that result from or arise out of the sole negligence or intentionally wrongful acts or omissions of Yakima, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of this Agreement.

- C. In the event that Yakima and the Public Agencies, or any of them, are negligent, each party shall be liable for its contributory share of negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees).
- D. Nothing contained in this Section or this Contract shall be construed to create a liability or right of indemnification in any third party.

12. Nondiscrimination Provision. During the performance of this Agreement, no party shall discriminate on the basis of race, age, color, sex, sexual orientation, religion, national origin, creed, marital status, political affiliation, or the presence of any sensory, mental or physical handicap. This provision shall include but not be limited to the following: Employment, upgrading, demotion, transfer, recruitment, advertising, layoff, or termination, rates of pay or other forms of compensation, and selection for training.

13. No Insurance – Independent Contractors. It is understood Yakima does not maintain liability insurance for the Public Agencies and/or their elected officials, officers, employees, agents or volunteers. The parties agree, understand and warrant that each party is an independent contractor, and nothing in this Agreement shall be construed to create any relationship of employment, partnership, association or joint venture other than that of independent contractors. Each party shall have sole responsibility for the management and compensation of its employees, agents, officers and volunteers, and shall never maintain or represent that such persons are employees, agents, officers and/or volunteers of the other party.

14. Assignment. This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part to any other person or entity without the prior written consent of Yakima. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the Public Agency stated herein.

15. SEVERABILITY

1. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
2. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

16. Integration. This written document constitutes the entire agreement between Yakima and the Public Agencies. There are no other oral or written agreements between the parties as to the subjects covered herein. No changes or additions to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and executed by all parties.

17. REPRESENTATIONS & WARRANTIES

1. Each Public Agency, by signing this Agreement, acknowledges that it has not been induced to enter into this Agreement by any representation or statements, oral or written, not expressly contained herein or expressly incorporated by reference.
2. The City of Yakima makes no representations, warranties, or guaranties, express or implied, other than the express representations, warranties, and guaranties contained in this Agreement.

18. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

19. Venue. The venue for any action to enforce or interpret this Agreement shall lie in a court of competent jurisdiction in Yakima County Washington.

20. Signature. It is agreed that this Agreement may be signed by each Public Agency, District and City separately and the signatures of all User Agencies, Districts and Cities need not be placed on a single document. The person executing this Agreement on behalf of the User Agency, District or City represents and warrants that he or she has been fully authorized by the governing body of the User Agency, District or City to execute this Agreement on its behalf and to legally bind the User Agencies, Districts and Cities to all the terms, performances and provisions of this Agreement.

A copy of this Agreement shall be recorded with the Yakima County Auditor or otherwise posted online as authorized pursuant to Chapter 39.34 RCW.

IN WITNESS WHEREOF, the parties have set their hands and seals.

CITY OF YAKIMA

CITY of SELAH AND YAKIMA
COUNTY FIRE DISTRICT NO. 2

By: _____
City Manager

By: _____
Mayor, City of Selah

ATTEST:

City Clerk

By:  _____
Chair, Fire Commissioners

SunComm Dispatch Service Contract – Interlocal Agreement

ATTEST:

City Clerk

DATED:

ATTEST:

Sully Bartlett

Fire District Secretary

DATED:

10/13/2020



CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



Council Meeting Action Item

10/27/2020

N – 2

Title: Resolution Authorizing the Mayor to sign Change Order No. 3 for the East Goodlander Road Improvements

From: Joe Henne, Public Works Director

Action Requested: Approval

Staff Recommendation: To approve a resolution authorizing the Mayor sign Change Order No. 3 for East Goodlander Road Improvements between the City of Selah and Granite Construction Company.

Background / Findings & Facts: The attached Change Order grants 21 additional working days due to delays by subcontractors and utility companies that were beyond Granite's control. This is a no cost increase Change Order. Please see the attached documents from HLA Engineering and Surveying

Recommended Motion: To authorize the Mayor to sign Change Order No. 3 for the East Goodlander Road Improvements Project.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE MAYOR TO SIGN CHANGE ORDER NO. 3 FOR THE EAST GOODLANDER ROAD IMPROVEMENTS PROJECT.

WHEREAS, the City of Selah wishes to sign a Change Order No. 3 between the City of Selah and Granite Construction Company for the East Goodlander Road Improvements; and,

WHEREAS, the Change Order No. 3 provides 21 additional working days due to delays caused by subcontractors and utility companies; and,

WHEREAS, Change Order No. 3 is a no cost increase change order;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON that the Mayor be authorized to sign Change Order No. 3 for the East Goodlander Road Improvements Project.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 27th day of October 20, 2020.

Sherry Raymond, Mayor

ATTEST:

Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:

Rob Case, City Attorney

October 19, 2020

CHANGE ORDER NO. 3

OWNER: City of Selah
PROJECT NAME: EAST GOODLANDER ROAD IMPROVEMENTS
FED AID Project No.: STPUS-4710(001)
HLA PROJECT NO.: 12092C
CONTRACTOR: Granite Construction Company

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENT:

Original Contract Price:	\$1,454,113.00
Current Contract Price Adjusted by Previous Change Order(s):	\$1,383,743.60
Change in Contract Price Due to This Change Order:	\$0.00
Adjusted Contract Price Due to This Change Order:	\$1,383,743.60

Original Contract Completion Date:	December 5, 2019
Current Contract Completion Date Adjusted by Non-Working Days and/or Previous Change Order:	June 10, 2020
Change in Contract Completion Date Due to This Change Order:	Twenty-One (21) Additional Working Days
Revised Contract Completion Date:	July 10, 2020

CONTRACTOR:  J. HALVERSON
Granite Construction Company

Date: 10/19/2020

ENGINEER:  Jenny D. Alpert
HLA Engineering and Land Surveying, Inc.

Date: 10/19/2020

OWNER: _____
City of Selah

Date: _____

October 19, 2020

City of Selah
EAST GOODLANDER ROAD IMPROVEMENTS
FED AID Project No.: STPUS-4710(001)
HLA Project No.: 12092C

CHANGE ORDER NO. 3

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
3-1	Add 21 working days to the project.	LS	1	\$0.00	\$0.00
CHANGE ORDER NO. 3 TOTAL					\$0.00

REASON:

On November 27, 2019, the contract was suspended for the winter due to cold weather. There were eight working days remaining as of the work suspension. Granite Construction requested nine additional working days by email on November 12, 2019. The City of Selah agreed to add eight of the nine days requested. The City also agreed to add six additional working days for City directed Force Account work that amounted to 45.5 working hours performed by Granite throughout the project, and an additional seven working days for signal work at the east end of the project that delayed the completion of the last 100 linear feet of the roadway improvements. A total of 21 additional working days are added by this Change Order. Supporting documentation is attached. *Note: none of the work related to this change order was performed by a UDBE.*

City of Selah - East Goodlander Road Improvements
Change Order No. 3

10/19/2020

11/12/19 Granite Email requesting additional working days	DAYS
Gravel and pave around existing utility poles that were not moved in time (out of sequence work).	3
Install additional 15-Inch storm drain pipe and 30-Inch manholes (east end of project) as directed by the City.	3
Added square feet of retaining wall due to required buried section as a result of change in retaining wall type per Change Order No. 1	2
Subtotal	8 Days

DATE	Force Account Work Performed via Bid Item No. 1, Minor Changes	HOURS
9/20/2019	15+83 LT, Swapped out structure #1 and installed a Type 1	1.5
9/23/2019	15+90 LT, re-set existing blocks at the driveway	1
9/24/2019	16+60 RT, structure #8 install broke an unmarked cable wire	1
9/24/2019	13+17 to 15+90, install 4 inch pvc fence post sleeves	3.5
9/26/2019	15+83 to 18+95 LT, installed 4 inch pvc irrigation bypass line	2
9/27/2019	16+60 to 18+15 RT, install 4 inch pvc fence post sleeves	1
10/8/2019	22+50 to 23+00 RT, install temp 4 inch irrigation connection	1
10/24/2019	22+00 RT, construct a temporary school driveway	4
10/30/2019	23+35 RT, unknown pipe in Lancaster intersection	2
10/31/2019	23+27 RT, existing pipe at structure #21	3
10/31/2019	23+00 to 23+50 RT, unknown structure with pipe	1.5
11/7/2019	15+50 RT & 23+00 RT, re-grade for design curb	4
11/15/2019	15+50 RT, sidewalk re-grade	5
11/15/2019	28+84 LT, reconfigure new structure to existing irrig. pipe tie in	2
11/18/2019	15+50 RT, re-grade sidewalk per City comments	5
11/18/2019	28+86 to 30+10 LT, remove existing culverts	2
11/19/2019	14+32 LT, slope/grade Paul James' driveway beyond plan limits	4
11/19/2019	14+50 to 15+50 RT, haul off extra sidewalk spoils	2
		45.5 hours total = 6 days

6/22/2020 through 6/30/2020 - Knobels Electric installing traffic signal, delaying completion of roadway preparation for paving.	7 days
--	--------

Total additional working days: **21**

Caroline Fitzsimmons

From: Gross, Kiel <Kiel.Gross@gcinc.com>
Sent: Tuesday, November 12, 2019 8:21 AM
To: Terry Alapeteri; Caroline Fitzsimmons; Rachelle Pacsuta
Cc: Eric Stein; Moore, Bruce
Subject: 12092C SE EAST GOODLANDER ROAD IMPROVEMENTS - Construction Delays

Terry,

Please be advised of impacts to the schedule for Goodlander. We have encountered impacts caused by the utility pole conflicts throughout the project. Currently the impacts have been 3 days and are ongoing. Today the utility poles yet to be relocated are impacting the installation of the last infiltration bed, and sidewalk grading/installation. Prior to this, the utility poles impacted the installation of the retaining wall.

The second schedule impact is the added irrigation piping on the northeast side of the project. It is anticipated to impact the project by an additional 4 days.

Another impact encountered is a result of the added quantity of retaining wall of 2 days.

Kiel Gross
Project Manager
Granite Construction Company
Office (509) 454-8505
Cell (801) 831-6321
kiel.gross@gcinc.com | www.graniteconstruction.com

GRANITE



July 17, 2020

Granite Construction Company
80 Pond Road
Yakima, WA 98901

Attn: Mr. Jason Halverson

Re: City of Selah
EAST GOODLANDER ROAD IMPROVEMENTS
Federal Aid No.: STPUS-4710(001)
HLA Project No. 12092C
Substantial Completion

Dear Jason:

The work on this project was substantially completed on July 10, 2020. The City of Selah has full use of the project from an operational standpoint. However, not all contract work is complete.

Please expedite completion of all remaining items and contract documentation including, but not limited to; approved Affidavits, subcontractor City Business Licenses, Certified Payrolls, ROM items, As-built drawings, and Punch List completion, to allow us to close the project as soon as possible. Per Section 1-08.9 of the Standard Specifications, for overruns in contract time occurring after the substantial completion date, liquidated damages shall be assessed on the basis of engineering and related costs assignable to the project at normal billing rates until the actual physical completion date of all the contract work. This provision does not apply to force account work. The Contractor shall complete the remaining work as promptly as possible.

The Contractor shall furnish a written schedule for completing the physical work on the contract prior to the contract completion date.

Please call me at (509) 966-7000, should you have any questions.

Very truly yours,

A handwritten signature in black ink, appearing to read "Terry D. Alapeteri", with a stylized flourish at the end.

Terry D. Alapeteri, PE

TDA/mlh

cc: Joe Henne, City of Selah Public Works (Email)
Caroline Fitzsimmons, HLA