

**GRANDVIEW CITY COUNCIL
COMMITTEE-OF-THE-WHOLE
MEETING AGENDA
TUESDAY, DECEMBER 13, 2016**



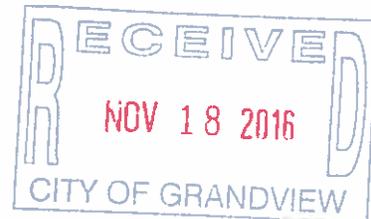
COMMITTEE-OF-THE-WHOLE MEETING – 6:00 PM

PAGE

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PUBLIC COMMENT** – At this time the public may address the Council on any topic whether on the agenda or not, except those scheduled for public hearing.
- 4. NEW BUSINESS**
 - A. Benton County Mosquito Control Board Appointment 1
 - B. Municipal Court Judge Appointments 2-3
 - C. Resolution accepting 2016 Resurfacing Improvements project as complete 4-13
 - D. Resolution authorizing the Mayor to sign the Washington State Transportation Improvement Board Fuel Tax Grant Agreement for the FY 2018 Overlay Project, Multiple Locations, TIB Project Number 3-E-183(005)-1 West Fifth Street from Larson to Euclid 14-24
 - E. Resolution accepting the bid for Municipal Pool Improvements – Phase 2A and authorizing the Mayor to sign all contract documents with Fencing & Awning, Inc. 25-29
 - F. Resolution accepting the bid for Municipal Pool Improvements – Phase 2B and authorizing the Mayor to sign all contract documents with TTC Construction, Inc. 30-33
 - G. Resolution accepting the bid for Municipal Pool Improvements – Phase 2C and authorizing the Mayor to sign all contract documents with Bestebreuer Bros. Construction, Inc. 34-37
 - H. Resolution amending Section 7.07 of the City’s Personnel Manual as it relates to medical and disability insurance 38-40
 - I. Resolution authorizing the Mayor to sign an Interlocal Agreement between Yakima County and the City of Grandview for Municipal Court Services 41-48
 - J. Basin Integrated Plan Economic Study – Policy Brief and Contribution Request 49-51
- 5. OTHER BUSINESS**
- 6. ADJOURNMENT**

Benton County Mosquito Control District

November 16, 2016



Mayor Norm Childress
City of Grandview
207 W. 2nd Street
Grandview, WA 98930

Your Honor:

I am writing to inform you that the two year term of Mr. Rudy Cortez as a trustee on the Benton County Mosquito Control Board will expire on December 31, 2016. Mr. Cortez has expressed interest in serving another two year term. Mr. Cortez has attended 12 out of 13 meetings during this term, with one excused absence.

Mr. Cortez has been a valuable asset to the District during his term, therefore I recommend that the City of Grandview reappoint Mr. Cortez for another two year term beginning January 1, 2017 and ending December 31, 2018. The Board would appreciate notification of the appointment as soon as possible.

Thank you for your attention to this matter.

Sincerely,

Gloria W. Lawson
Office Administrator



**CITY OF GRANDVIEW
AGENDA ITEM HISTORY/COMMENTARY
COMMITTEE-OF-THE-WHOLE MEETING**

ITEM TITLE:

AGENDA NO. New Business 4 (B)

Municipal Court Judge Appointments

AGENDA DATE: December 13, 2016

DEPARTMENT

FUNDING CERTIFICATION (City Treasurer)
(If applicable)

Municipal Court

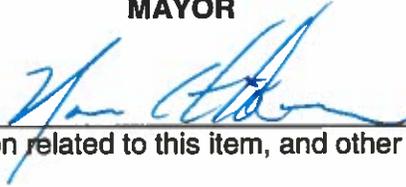
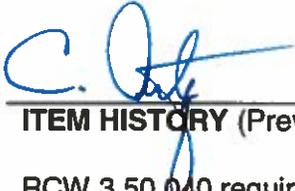
DEPARTMENT DIRECTOR REVIEW

Anita Palacios, City Clerk



CITY ADMINISTRATOR

MAYOR



ITEM HISTORY (Previous council reviews, action related to this item, and other pertinent history)

RCW 3.50.040 requires that the City appoint a municipal judge or judges to preside over the Grandview Municipal Court either every four years or when there is a change.

ITEM COMMENTARY (Background, discussion, key points, recommendations, etc.) Please identify any or all impacts this proposed action would have on the City budget, personnel resources, and/or residents.

Yakima County has requested that the following judges be appointed effective January 13, 2017 through January 13, 2021 as Grandview Municipal Court judges:

- Judge Donald Engel
- Judge Kevin Roy
- Judge Brian Sanderson
- Judge Alfred Schweppe
- Commissioner Kevin Eilmes

ACTION PROPOSED

Move the appointment of Judge Donald Engel, Judge Kevin Roy, Judge Brian Sanderson, Judge Alfred Schweppe, and Commissioner Kevin Eilmes as Grandview Municipal Judges in compliance with RCW 3.50.040 effective January 13, 2017 through January 13, 2021 to a regular Council meeting for consideration.

Anita Palacios

From: Therese Murphy <therese.murphy@co.yakima.wa.us>
Sent: Thursday, November 17, 2016 3:32 PM
To: Anita Palacios
Cc: Robyn Berndt
Subject: Grandview Municipal Court Contract and Judicial Appointments
Attachments: INTERLOCAL AGREEMENT Between Grandview and YDC2 2017.docx

Good Afternoon Anita:

The contract for municipal court services is set to expire on 12.31.2016. I have drafted another agreement for review by the city that begins 1.1.2017 and ends on 12.31.2017. In addition, the Judges need to be reappointed for another term. The statue says that they should be appointed for 4 years. I understand that the agreement is just for one year. I fully expect that we will be renewing that agreement for years to come as it has been a good arrangement for all involved. It would be good if there could be some sort of resolution passed by the city for their appointment to include the term of service from January 13, 2017 to January 13, 2021, if that makes sense.

Please let me know if you need additional information.

Thanks,

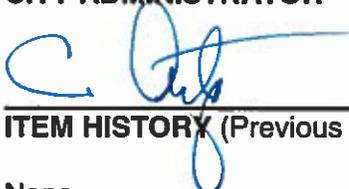
Therese Murphy
Yakima County Courts
District Court Manager
128 N. 2nd Street Room 225
Yakima, Wa. 98901
509-574-1874

**CITY OF GRANDVIEW
AGENDA ITEM HISTORY/COMMENTARY
COMMITTEE-OF-THE-WHOLE MEETING**

ITEM TITLE Resolution accepting the 2016 Resurfacing Improvements as complete	AGENDA NO.: New Business 4 (C) AGENDA DATE: December 13, 2016
ORIGINATING SOURCE Public Works Department	FUNDING CERTIFICATION (City Treasurer) (If applicable) N/A

DEPARTMENT HEAD REVIEW

Cus Arteaga, City Administrator/Public Works Director 

CITY ADMINISTRATOR  **MAYOR** 

ITEM HISTORY (Previous council reviews, action related to this item, and other pertinent history)

None

ITEM COMMENTARY (Background, discussion, key points, recommendations, etc.) Please identify any or all impacts this proposed action would have on the City budget, personnel resources, and/or residents.

Granite Construction Company has completed the construction of the 2016 Resurfacing Improvements. Staff recommends Council accept the project as complete once the requirements in the November 22, 2016 letter from HLA Engineering and Land Surveying, Inc., have been satisfied.

ACTION PROPOSED

Move a resolution accepting the 2016 Resurfacing Improvements as complete to a regular Council meeting for consideration.



November 22, 2016

City of Grandview
P.O. Box 3008
Grandview, WA 98903-0008

Attn: Mr. Cus Arteaga

Re: City of Grandview
2016 RESURFACING IMPROVEMENTS
TIB Project No.: 3-E-183(004)-1
HLA Project No.: 16033A-C, 16033C, 16072C
Final Progress Estimate and Project Acceptance

Dear Cus Arteaga:

Enclosed is Progress Estimate No. 2 designated as the Final for work performed by Granite Construction Company, through September 27, 2016, in connection with their contract on the above referenced project. The amount due the Contractor of \$1,975.05 is net after retainage, as per the contract documents. We recommend this Final Progress Estimate be considered and accepted by the Grandview City Council.

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

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

The retainage on this project in the amount of \$27,240.56 should be released to Granite Construction Company, after acceptance of the project and when the following conditions have been satisfied:

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

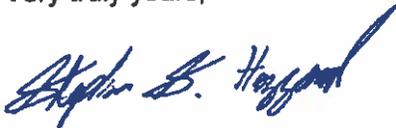
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4. The City has received the following from HLA Engineering and Land Surveying, Inc. (HLA):
 - a. HLA has confirmed that all punch list items identified during the final walk-through inspection have been completed.
 - b. HLA has delivered two (2) neatly marked 11"x17" sets and an emailed set of record drawings to the City of Grandview on October 4, 2016.
 - c. A notarized certificate from the Contractor which states that all labor and materials furnished on this project have been paid for is attached.
 - d. The required project labor and equal employment opportunity documents have been mailed to the City of Grandview on November 22, 2016.

We would appreciate receiving a copy of your Council Resolution authorizing project acceptance, and notification of release of retainage.

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

Very truly yours,



Stephen S. Hazzard, PE

SSH/crf

Enclosures

Copy: Granite Construction Company (Hard Copy)
Steven Sziebert, HLA (Hard Copy)
Caroline Fitzsimmons, HLA (Hard Copy)

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NOTARIZED STATEMENT

TO THE

City of Grandview

I hereby certify that

- a) all materials and labor used and performed in the construction of the 2016 RESURFACING IMPROVEMENTS – Project Number 16033A-C, 16033C, 16072C, for the City of Grandview, have been paid in full and there are no liens or other legal actions pending;
- b) Granite Construction Company, has complied with the provisions of Section 1-07.19 (Gratuities) of the Standard Specifications; and
- c) All industrial insurance premiums, as required under RCW 51.12.050 (Public Works) and RCW 51.12.070 (work done by contract) have been paid.

by [Signature]
 Eastern Washington Area Manager
Taylor Denny Project Manager
 Name and Title (Please print or type)

Granite Construction Company
 Contractor

STATE OF Washington)
) SS
 COUNTY OF Yakima)



SIGNED AND SWORN TO (OR AFFIRMED) BEFORE ME ON October 11, 2016

BY [Signature]
 (Signature)

Notary Public Printed Name: Linda J. Knight

My Appointment Expires: June 01, 2020

(Please return completed CERTIFICATION form to HLA)

City of Grandview
207 West Second Street
Grandview, WA 98930

2016 RESURFACING IMPROVEMENTS
TIB Project No.: 3-E-183(004)-1
HLA Project No.: 16033A-C, 16033, 16072

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

Progress Estimate No.: 2 AND FINAL
Date: September 27, 2016

Item No.	Description	Unit	Contract Quantity	Unit Price	Estimate 2 Quantity	Quantity to Date	Amount	Contract Quantity
SCHEDULE A - WINE COUNTRY ROAD RESURFACING								
1	Minor Change	FA	EST.	\$15,000.00	0 00	4,284.00	\$4,284.00	29%
2	Mobilization	LS	1	\$14,236.00	0%	100%	\$14,236.00	100%
3	Project Temporary Traffic Control	LS	1	\$15,975.00	0%	100%	\$15,975.00	100%
4	Removal of Structures and Obstructions	LS	1	\$5,900.00	0%	100%	\$5,900.00	100%
5	Crushed Surfacing Top Course	TON	30	\$94.00	0 00	45.01	\$4,230.94	150%
6	Emulsified Asphalt (CSS-1)	SY	17,800	\$0.30	0	17,800	\$5,340.00	100%
7	Planing Bituminous Pavement	SY	15,000	\$2.05	0	15,000	\$30,750.00	100%
8	HMA Cl. 1/2-Inch PG 64-28	TON	1,800	\$92.00	0.00	1,760.79	\$161,992.68	98%
9	Adjust Catch Basin	EA	1	\$120.00	0	2	\$240.00	200%
10	Adjust Valve Box	EA	7	\$534.00	0	8	\$4,272.00	114%
11	Cement Conc. Traffic Curb and Gutter	LF	215	\$27.00	0	207	\$5,589.00	96%
12	Monument Case and Cover	EA	1	\$550.00	0	2	\$1,100.00	200%
13	Adjust Monument Case and Cover	EA	1	\$534.00	0	0	\$0.00	0%
14	Cement Conc. Sidewalk 4-Inch Thick	SY	45	\$77.00	27	69	\$5,313.00	153%
15	Cement Conc. Curb Ramp	EA	10	\$1,931.00	0	9	\$17,379.00	90%
16	Traffic Loops, Complete	LS	1	\$14,973.00	0%	100%	\$14,973.00	100%
17	Adjust Junction Box	EA	2	\$626.00	0	1	\$626.00	50%
18	Pavement Markings	LS	1	\$21,245.00	0%	100%	\$21,245.00	100%
SCHEDULE A TOTAL							\$313,445.62	
SCHEDULE B - ASH STREET AND ALLEY IMPROVEMENTS								
19	Project Temporary Traffic Control	LS	1	\$135.00	0%	100%	\$135.00	100%
20	Removal of Structures and Obstructions	LS	1	\$3,330.00	0%	100%	\$3,330.00	100%
21	HMA Cl. 1/2-Inch PG 64-28	TON	325	\$103.00	0.00	339.63	\$34,981.89	105%
22	Adjust Valve Box	EA	2	\$534.00	0	2	\$1,068.00	100%
23	Pavement Markings	LS	1	\$600.00	0%	100%	\$600.00	100%
SCHEDULE B TOTAL							\$40,114.89	
SCHEDULE C - WALLACE WAY IMPROVEMENTS								
24	Project Temporary Traffic Control	LS	1	\$9,210.00	0%	100%	\$9,210.00	100%
25	Planing Bituminous Pavement	SY	5,400	\$2.35	0	5,400	\$12,690.00	100%
26	HMA Cl. 1/2-Inch PG 64-28	TON	1,680	\$87.50	0.00	1,639.07	\$143,418.63	98%
27	Adjust Manhole	EA	22	\$620.00	0	21	\$13,020.00	95%
28	Adjust Valve Box	EA	21	\$534.00	0	23	\$12,282.00	110%
29	Adjust Monument Case and Cover	EA	2	\$315.00	0	2	\$630.00	100%
30	Pavement Markings	LS	1	\$13,315.00	0%	0%	\$0.00	0%
SCHEDULE C TOTAL							\$191,250.63	

Item No.	Description	Unit	Contract Quantity	Unit Price	Estimate 2 Quantity	Quantity to Date	Amount	Contract Quantity
							SUBTOTAL, WORK TO DATE	\$544,811.14
							PLUS MATERIALS ON HAND	\$0.00
							TOTAL	\$544,811.14
							LESS TOTAL RETAINAGE	\$27,240.56
							LESS AMOUNTS PREVIOUSLY PAID	\$515,595.53
							AMOUNT NOW DUE	\$1,975.05

Progress Estimate No. 1 \$ 515,595.53 Retainage: 27,136.61
Progress Estimate No. 2 AND FINAL \$ 1,975.05 Retainage: 103.95

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


Stephen S. Hazzard, P.E.

ACCEPTED:

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


Granite Construction Company

10/6/16
Date:

City of Grandview
 207 West Second Street
 Grandview, WA 98930

2016 RESURFACING IMPROVEMENTS
 TIB Project No.: 3-E-183(004)-1
 HLA Project No.: 16033A-C, 16033C, 16072C

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

Progress Estimate No.: 2 AND FINAL
 Date: September 27, 2016

MINOR CHANGES

DATE	DESCRIPTION	PAID AS	SUB AMOUNT	GC AMOUNT	TOTAL AMOUNT	SUB NAME	TIME EXTENSION
SCHEDULE A - WINE COUNTRY ROAD RESURFACING							
08/22, 08/24/16	INSTALLED 19X2' STOP BAR ON BIRCH ST AND SEVEN 2'X8' CROSSWALK BARS ASH ST.	1	1,950.00	234.00	\$2,184.00	STRIPE RITE, INC.	
8/25/2016	UNANTICIPATED ADDITIONAL WORK TO ADJUST WATER VALVES	1		\$2,100.00	\$2,100.00	CASCADE CHANNEL & GROUT	
				Subtotal	\$4,284.00		

cc: Granite Construction Co.
 Stephen S. Hazzard, P.E.
 Steve Sziebert
 Inspector



Original
 Revised # _____

NOTICE OF COMPLETION OF PUBLIC WORKS CONTRACT

Date: _____ Contractor's UBI Number: 409 023 062

Name & Mailing Address of Public Agency
City of Grandview 207 West 2nd Street Grandview, WA 98930 UBI Number: 391 000 041

Department Use Only
Assigned to: _____
Date Assigned: _____

Notice is hereby given relative to the completion of contract or project described below

Project Name 2016 RESURFACING IMPROVEMENTS	Contract Number 16033A-C, 16033C, 16072C	Job Order Contracting <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Description of Work Done/Include Jobsite Address(es) Sched A-Resurfacing of WCR from Ash Ave to Fir St, including Planing Bituminous Pavement, HMA, Concrete Curb/Gutter, sidewalk, ramps, fog seal, pavement markings, and utility adjustments. Sched B-Resurfacing of Ash St and Alley including HMA, Pavement marking, (cont. below)		
Federally funded transportation project? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (if yes, provide Contract Bond Statement below)		
Contractor's Name Granite Construction Company	E-mail Address Taylor.Denny@gcinc.com	Affidavit ID* 679609
Contractor Address 80 Pond Road, Yakima, WA 98901		Telephone # (509) 248-8376
If Retainage is not withheld, please select one of the following and List Surety's Name & Bond Number. <input type="checkbox"/> Retainage Bond <input type="checkbox"/> Contract/Payment bond (valid for federally funded transportation projects)		
Name: _____		Bond Number: _____
Date Contract Awarded 06/14/16	Date Work Commenced 07/25/16	Date Work Completed 11/14/16
Date Work Accepted		
Were Subcontractors used on this project? If so, please complete Addendum A. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Affidavit ID* - No L&I release will be granted until all affidavits are listed.		

Contract Amount	\$ <u>572,920.00</u>		
Additions (+)	\$ _____	Liquidated Damages \$	_____
Reductions (-)	\$ <u>28,108.86</u>	Amount Disbursed \$	<u>517,570.58</u>
Sub-Total	\$ <u>544,811.14</u>	Amount Retained \$	<u>27,240.56</u>
Amount of Sales Tax _____ (If various rates apply, please send a breakdown)	\$ _____		
TOTAL	\$ <u>544,811.14</u>	TOTAL \$	<u>544,811.14</u>

NOTE: These two totals must be equal

Comments:
 (continued from above)... and utility adjustments. Sched C-Resurfacing Wallace Way including Planing Bituminous Pavement, HMA, pavement markings, and utility adjustments.

Note: The Disbursing Officer must submit this completed notice immediately after acceptance of the work done under this contract.
 NO PAYMENT SHALL BE MADE FROM RETAINED FUNDS until receipt of all release certificates.
Submitting Form: Please submit the completed form by email to all three agencies below.

Contact Name: Ms. Anita Palacios Title: City Clerk/Human Resource
 Email Address: anitap@grandview.wa.us Phone Number: (509) 882-9208

Department of Revenue Public Works Section (360) 704-5650 PWC@dor.wa.gov	Washington State Department of Labor & Industries Contract Release (855) 545-8163, option # 4 ContractRelease@LNI.WA.GOV	Employment Security Department Registration, Inquiry, Standards & Coordination Unit (360) 902-9450 publicworks@esd.wa.gov
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11

RESOLUTION NO. 2016-___

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
ACCEPTING THE 2016 RESURFACING IMPROVEMENTS AS COMPLETE**

WHEREAS, the City contracted with Granite Construction Company to perform work for the 2016 Resurfacing Improvements; and,

WHEREAS, the City's Public Works Director has determined that the work performed by Granite Construction Company on this project is complete and ready for final acceptance by the City Council,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRANDVIEW, AS FOLLOWS:

The City of Grandview accepts the 2016 Resurfacing Improvements as complete and authorizes staff to release the retainage to Granite Construction Company, once the conditions in the November 22, 2016 letter from HLA Engineering and Land Surveying, Inc., have been satisfied.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on _____.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**CITY OF GRANDVIEW
AGENDA ITEM HISTORY/COMMENTARY
COMMITTEE-OF-THE-WHOLE MEETING**

ITEM TITLE

Resolution authorizing the Mayor to sign the Washington State Transportation Improvement Board Fuel Tax Grant Agreement for the FY 2018 Overlay Project, Multiple Locations, TIB Project Number 3-E-183(005)-1 West Fifth Street from Larson to Euclid

AGENDA NO.: New Business 4 (D)

AGENDA DATE: December 13, 2016

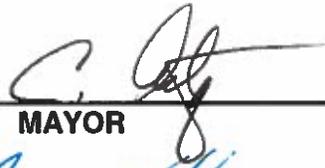
ORIGINATING SOURCE

Public Works Department

FUNDING CERTIFICATION (City Treasurer)
(If applicable) N/A

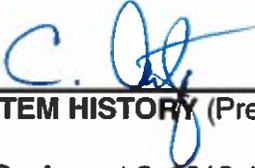
DEPARTMENT HEAD REVIEW

Cus Arteaga, City Administrator/Public Works Director



CITY ADMINISTRATOR

MAYOR




ITEM HISTORY (Previous council reviews, action related to this item, and other pertinent history)

On August 3, 2016, the City submitted a TIB grant funding application to the 2016 Arterial Preservation Program in the amount of \$369,702 for a grind and overlay of West Fifth Street from Larson Street to Euclid Road.

ITEM COMMENTARY (Background, discussion, key points, recommendations, etc.) Please identify any or all impacts this proposed action would have on the City budget, personnel resources, and/or residents.

On November 18, 2016, the City was awarded FY 2018 Overlay Project funding from the Washington State Transportation Improvement Board (TIB) in the amount of \$369,702 for the West Fifth Street from Larson to Euclid grind and overlay project. The City will be required to provide a 10% local match in the amount of \$41,078 which will be funded through the Transportation Benefit District. The project is scheduled for construction in the spring of 2017. Attached is the Fuel Tax Grant Agreement with TIB grant that will require Council approval.

ACTION PROPOSED

Move a resolution authorizing the Mayor to sign the Washington State Transportation Improvement Board Fuel Tax Grant Agreement for the FY 2018 Overlay Project, Multiple Locations, TIB Project Number 3-E-183(005)-1 West Fifth Street from Larson to Euclid to a regular Council meeting for consideration.



Washington State Transportation Improvement Board

TIB Members

Commissioner Richard Stevens,
Chair
Grant County

Mayor Patty Lent, Vice Chair
City of Bremerton

Jim Albert
Office of Financial Management

Jeff Carpenter, P.E.
WSDOT

Elizabeth Chamberlain
City of Walka Walka

Wendy Clark-Getzin, P.E.
Clallam Transit

Gary Ekstedt, P.E.
Yakima County

Commissioner Terri Jeffreys
Mason County

Mayor Glenn Johnson
City of Pullman

John Klekotka, P.E.
Port of Everett

Commissioner Robert Koch
Franklin County

Colleen Kuhn
Human Services Council

Mayor Ron Lucas
Town of Steilacoom

Mick Matheson, P.E.
City of Sultan

E. Susan Meyer
Spokane Transit Authority

Laura Philpot, P.E.
City of Maple Valley

David Ramsay
Feet First

Amy Scarton
WSDOT

Martin Snell
Clark County

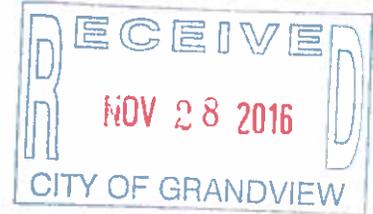
Jay Weber
County Road Administration Board

Stevan E. Gorcester
Executive Director

P.O. Box 40901
Olympia, WA 98504-0901
Phone: 360-586-1140
Fax: 360-586-1165
www.tib.wa.gov

November 18, 2016

The Honorable Norm Childress
Mayor
City of Grandview
207 West 2nd Street
Grandview, WA 98930-1398



Dear Mayor Childress:

Congratulations! We are happy to announce the selection of your project, FY 2018 Overlay Project, Multiple Locations, TIB project number 3-E-183(005)-1. TIB funds granted to this project total \$369,702.

This year, we received requests to fund 378 different projects, totaling more than \$301 million. We are pleased to provide \$117 million in transportation investments to cities and counties like yours throughout the state.

If you have questions, please contact Christa Draggie, TIB Project Engineer, at (360) 586-1147 or e-mail ChristaD@TIB.wa.gov.

Sincerely,

Stevan Gorcester
Executive Director



Washington State Transportation Improvement Board

November 18, 2016

TIB Members

Commissioner Richard Stevens, Chair
Grant County

Mayor Patty Lent, Vice Chair
City of Bremerton

Jim Albert
Office of Financial Management

Jeff Carpenter, P.E.
WSDOT

Elizabeth Chamberlain
City of Walla Walla

Wendy Clark-Getzin, P.E.
Calkam Transit

Gary Ekstedt, P.E.
Yakima County

Commissioner Terri Jeffreys
Mason County

Mayor Glenn Johnson
City of Pullman

John Klekotka, P.E.
Port of Everett

Commissioner Robert Koch
Franklin County

Colleen Kuhn
Human Services Council

Mayor Ron Lucas
Town of Steilacoom

Mick Matheson, P.E.
City of Sultan

E. Susan Meyer
Spokane Transit Authority

Laura Philpot, P.E.
City of Maple Valley

David Ramsay
Feet First

Amy Scarton
WSDOT

Martin Snell
Clark County

Jay Weber
County Road Administration Board

Stevan E. Gorcester
Executive Director

P.O. Box 40901
Olympia, WA 98504-0901
Phone: 360-586-1140
Fax: 360-586-1165
www.tib.wa.gov

Mr. Cus Arteaga
City Administrator/Public Works Director
City of Grandview
207 West 2nd Street
Grandview, WA 98930-1398

Dear Mr. Arteaga:

Congratulations! We are pleased to announce the selection of your project, FY 2018 Overlay Project, Multiple Locations, TIB project number 3-E-183(005)-1.

Total TIB funds for this project are \$369,702. Arterial Preservation Program (APP) funding is appropriated by the Legislature for the biennium. APP Projects proceeding to construction after June 30, 2018 may lose funding.

Before any work is allowed on this project, you must:

- Verify the information on the Project Funding Status Form, revise if necessary, and sign;
- Submit the section of your adopted Six Year Transportation Plan listing this project;
- Sign both copies of the Fuel Tax Grant Distribution Agreement; and
- Return the above items to TIB;

You may only incur reimbursable expenses after you receive approval from TIB.

In accordance with RCW 47.26.084, you must certify full funding by November 18, 2017 or the grant may be terminated. Grants may also be rescinded due to unreasonable project delay as described in WAC 479-05-211.

If you have questions, please contact Christa Draggie, TIB Project Engineer, at (360) 586-1147 or e-mail ChristaD@TIB.wa.gov.

Sincerely,

Stevan Gorcester
Executive Director

Enclosures

Arterial Preservation Program (APP)
Approved Segment Listing
FY 2018 Overlay Program

GRANDVIEW

Street	Termini	Pavement Length	Pavement Width
W 5th Street	Larson St to Hillcrest Rd	1,570 feet	38 feet
W 5th Street	Hillcrest Rd to Euclid Rd	1,300 feet	38 feet

RESOLUTION NO. 2016-___

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN THE WASHINGTON STATE
TRANSPORTATION IMPROVEMENT BOARD FUEL TAX GRANT AGREEMENT
FOR THE FY 2018 OVERLAY PROJECT 3-E-183(005)-1
WEST FIFTH STREET FROM LARSON TO EUCLID**

WHEREAS, the City of Grandview has been selected by the Washington State Transportation Improvement Board to receive TIB funds in the amount of \$369,702 for the FY 2018 Overlay Project on West Fifth Street from Larson to Euclid,

WHEREAS, the City must execute a Fuel Tax Grant Agreement setting forth the terms and conditions and the regulations by which the City must comply in order to receive said funding,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRANDVIEW, AS FOLLOWS:

The Mayor is hereby authorized to sign the Fuel Tax Grant Agreement between the City of Grandview and the Washington State Transportation Improvement Board in the form as is attached hereto and incorporated herein by reference for the FY 2018 Overlay Project 3-E-183(005)-1 on West Fifth Street from Larson to Euclid.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on _____, 2016.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



City of Grandview
3-E-183(005)-1
FY 2018 Overlay Project
Multiple Locations

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of Grandview
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the FY 2018 Overlay Project, Multiple Locations (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Grandview, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

TIB hereby grants funds in the amount of \$369,702 for the project specified above, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT'S Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT'S submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable



amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

6.0 AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

8.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9.0 DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:



- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for costs incurred in excess of the grant amount. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the original ratio between TIB funds and total project costs.



12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.



15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Approved as to Form
Attorney General

By:

Signature on file

Guy Bowman
Assistant Attorney General

Lead Agency

Transportation Improvement Board

Chief Executive Officer

Date

Executive Director

Date

Print Name

Print Name

23



Transportation Improvement Board
Project Funding Status Form

Agency: **GRANDVIEW**

TIB Project Number: **3-E-183(005)-1**

Project Name: **FY 2018 Overlay Project
 Multiple Locations**

Verify the information below and revise if necessary.

Return to:
 Transportation Improvement Board
 PO Box 40901
 Olympia, WA 98504-0901

PROJECT SCHEDULE

	Target Dates
Construction Approval Date	
Contract Bid Award	
Contract Completion	

PROJECT FUNDING PARTNERS

List additional funding partners and amount.

Funding Partners	Amount	Revised Funding
GRANDVIEW	41,078	
WSDOT	0	
Federal Funds	0	
TOTAL LOCAL FUNDS	41,078	

Signatures are required from two different agency officials. Return the originally signed form to the TIB office.

Mayor or Public Works Director

 Signature

 Date

 Printed or Typed Name

 Title

Financial Officer

 Signature

 Date

 Printed or Typed Name

 Title

24

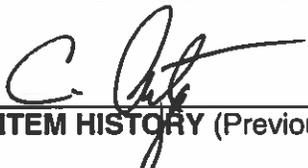
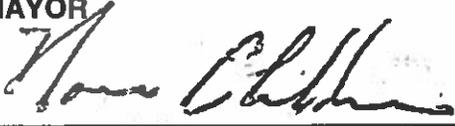
**CITY OF GRANDVIEW
 AGENDA ITEM HISTORY/COMMENTARY
 COMMITTEE-OF-THE-WHOLE MEETING**

ITEM TITLE	AGENDA NO.: New Business 4 (E)
Resolution accepting the bid for Municipal Pool Improvements – Phase 2A and authorizing the Mayor to sign all contract documents with Fencing & Awning, Inc.	AGENDA DATE: December 13, 2016

DEPARTMENT	FUNDING CERTIFICATION (City Treasurer) (If applicable)
Parks & Recreation Department	

DEPARTMENT DIRECTOR REVIEW

Mike Carpenter, Parks & Recreation Director 

CITY ADMINISTRATOR	MAYOR
	

ITEM HISTORY (Previous council reviews, action related to this item, and other pertinent history)

At the August 9, 2016 regular meeting, Council was advised that the City opened bids for the Municipal Pool Improvements – Phase 2 on June 21, 2016. Only one bid was received and the bid price significantly exceeded budgeted amounts for construction. Staff recommended to revise and restructure the bid documents and rebid the project in small phases of work, giving opportunity for smaller local contractors to competitively bid similar trades of work. It was anticipated that this approach would reduce the overall project cost so improvements could be completed within the available budget.

ITEM COMMENTARY (Background, discussion, key points, recommendations, etc.) Please identify any or all impacts this proposed action would have on the City budget, personnel resources, and/or residents.

Bids for the Municipal Pool Improvements – Phase 2A were opened on December 6, 2016. A total of two (2) bids were received with Fencing & Awning, Inc., of Moxee, Washington, submitting the low bid in the amount of \$55,569.38. The low bid was approximately 12 percent below the City Engineer’s estimate of \$63,250.98.

ACTION PROPOSED

Move resolution accepting the bid for the Municipal Pool Improvements – Phase 2A and authorizing the Mayor to sign all contract documents with Fencing & Awning, Inc., to a regular Council meeting for consideration.

December 7, 2016

City of Grandview
207 West Second Street
Grandview, WA 98930

Attn: Mr. Cus Arteaga

Re: City of Grandview
MUNICIPAL POOL IMPROVEMENTS – PHASE 2A
HLA Project No.: 16039A
Recommendation of Award

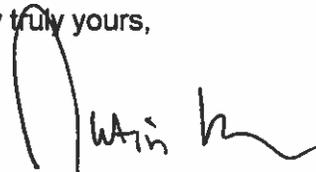
Dear Mr. Arteaga:

The bid opening for the above referenced project was held at Grandview City Hall at 1:30 p.m. on Tuesday, December 6, 2016. A total of two (2) bids were received with the low bid of \$55,569.38, for Alternate Schedule B, being offered by Fencing & Awning, Inc. of Moxee, Washington. This low bid is approximately twelve (12) percent below the Engineer's Estimate of \$63,250.98.

We have reviewed and checked the bid proposals of all bidders and recommend the City of Grandview award a construction contract to Fencing & Awning, Inc. in the amount of \$55,569.38, for Alternate Schedule B only. Please send us a copy of the City of Grandview 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,



Justin L. Bellamy, PE

JLB/crf

Enclosures

Copy: Steve Sziebert, HLA (Hard Copy, Email)
Kelly Rae, HLA (Hard Copy)

BID SUMMARY									
Owner:		CITY OF GRANDVIEW		BIDDER #1		BIDDER #2		BIDDER #3	
Project:		MUNICIPAL POOL IMPROVEMENTS - PHASE 2A		Fencing & Awning, Inc.		Bestebreur Bros. Construction, Inc.			
HLA Project No.:		16039A		4810 Beechens Road		P.O. Box 813			
Bid Opening Date:		December 8, 2016		Moxee, WA 98938		Sunnyside, WA 98944			
Item No.	Item Description	Unit	Quantity	ENGINEER'S ESTIMATE		Unit Price	Amount	Unit Price	Amount
				Unit Price	Amount				
SCHEDULE A									
1	Mobilization	LS	1	\$5,000.00	\$5,000.00	\$266.13	\$266.13	\$5,515.00	\$5,515.00
2	Chain Link Barrier Fence, Incl. Concrete Mow Strip	LF	610	\$45.00	\$27,450.00	\$39.49	\$24,089.90	\$60.00	\$36,600.00
3	Chain Link Barrier Fence Double Swing Gate, 12 Feet Wide, Incl. Concrete Mow Strip	EA	3	\$2,000.00	\$6,000.00	\$1,202.56	\$3,607.68	\$2,100.00	\$6,300.00
4	Chain Link Barrier Fence Swing Gate, ___ Feet Wide, Incl. Concrete Mow Strip	EA	2	\$1,200.00	\$2,400.00	\$691.08	\$1,382.16	\$1,700.00	\$3,400.00
5	Crowd Control Fence	LF	480	\$15.00	\$6,900.00	\$28.13	\$12,939.80	\$33.00	\$15,180.00
6	Minor Change	FA	EST.	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
				SCHEDULE A BID SUBTOTAL			\$47,264.97		\$71,995.00
				7.9% STATE SALES TAX			\$3,735.49		\$5,887.61
				SCHEDULE A BID TOTAL			\$51,020.16		\$77,882.61
ALTERNATE SCHEDULE B									
1	Mobilization	LS	1	\$5,000.00	\$5,000.00	\$266.13	\$266.13	\$5,840.00	\$5,840.00
2	Vinyl-Coated Chain Link Barrier Fence, Incl. Concrete Mow Strip	LF	610	\$52.00	\$31,720.00	\$44.98	\$27,437.80	\$87.00	\$40,870.00
3	Vinyl-Coated Chain Link Barrier Fence Double Swing Gate, 12 Feet Wide, Incl. Concrete Mow Strip	EA	3	\$2,400.00	\$7,200.00	\$1,428.65	\$4,285.95	\$2,200.00	\$6,600.00
4	Vinyl-Coated Chain Link Barrier Fence Swing Gate, ___ Feet Wide, Incl. Concrete Mow Strip	EA	2	\$1,400.00	\$2,800.00	\$785.57	\$1,571.14	\$1,800.00	\$3,600.00
5	Crowd Control Fence	LF	480	\$15.00	\$6,900.00	\$28.13	\$12,939.80	\$33.00	\$15,180.00
6	Minor Change	FA	EST.	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
				ALTERNATE SCHEDULE B BID SUBTOTAL			\$51,500.82		\$77,090.00
				7.9% STATE SALES TAX			\$4,068.96		\$6,090.11
				ALTERNATE SCHEDULE B BID TOTAL			\$55,569.38		\$83,180.11

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RESOLUTION NO. 2016-___

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
ACCEPTING THE BID FOR THE MUNICIPAL POOL IMPROVEMENTS – PHASE 2A
AND AUTHORIZING THE MAYOR TO SIGN ALL CONTRACT DOCUMENTS WITH
FENCING & AWNING, INC.**

WHEREAS, the City of Grandview has advertised for bids for the Municipal Pool Improvements – Phase 2A; and,

WHEREAS, Fencing & Awning, Inc., of Moxee, Washington, has submitted the lowest responsible bid, which bid has been accepted;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRANDVIEW, AS FOLLOWS:

The Mayor is hereby authorized to sign all contract documents with Fencing & Awning, Inc., for the Municipal Pool Improvements – Phase 2A in the amount of \$55,569.38.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on _____, 2016.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**CITY OF GRANDVIEW
AGENDA ITEM HISTORY/COMMENTARY
COMMITTEE-OF-THE-WHOLE MEETING**

ITEM TITLE Resolution accepting the bid for Municipal Pool Improvements – Phase 2B and authorizing the Mayor to sign all contract documents with TTC Construction, Inc.	AGENDA NO.: New Business 4 (F) AGENDA DATE: December 13, 2016
DEPARTMENT Parks & Recreation Department	FUNDING CERTIFICATION (City Treasurer) (If applicable)

DEPARTMENT DIRECTOR REVIEW

Mike Carpenter, Parks & Recreation Director 

CITY ADMINISTRATOR 	MAYOR 
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ITEM HISTORY (Previous council reviews, action related to this item, and other pertinent history)

At the August 9, 2016 regular meeting, Council was advised that the City opened bids for the Municipal Pool Improvements – Phase 2 on June 21, 2016. Only one bid was received and the bid price significantly exceeded budgeted amounts for construction. Staff recommended to revise and restructure the bid documents and rebid the project in small phases of work, giving opportunity for smaller local contractors to competitively bid similar trades of work. It was anticipated that this approach would reduce the overall project cost so improvements could be completed within the available budget.

ITEM COMMENTARY (Background, discussion, key points, recommendations, etc.) Please identify any or all impacts this proposed action would have on the City budget, personnel resources, and/or residents.

Bids for the Municipal Pool Improvements – Phase 2B were opened on December 6, 2016. A total of three (3) bids were received with TTC Construction, Inc., of Yakima, Washington, submitting the low bid in the amount of \$69,163.90. The low bid was approximately 13 percent above the City Engineer’s estimate of \$60,963.50.

ACTION PROPOSED

Move resolution accepting the bid for the Municipal Pool Improvements – Phase 2B and authorizing the Mayor to sign all contract documents with TTC Construction, Inc., to a regular Council meeting for consideration.

December 7, 2016

City of Grandview
207 West Second Street
Grandview, WA 98930

Attn: Mr. Cus Arteaga

Re: City of Grandview
MUNICIPAL POOL IMPROVEMENTS – PHASE 2B
HLA Project No.: 16039B
Recommendation of Award

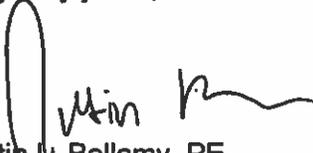
Dear Mr. Arteaga:

The bid opening for the above referenced project was held at Grandview City Hall at 2:30 p.m. on Tuesday, December 6, 2016. A total of three (3) bids were received with the low bid of \$69,163.90, being offered by TTC Construction, Inc. of Yakima, Washington. This low bid is approximately thirteen (13) percent above the Engineer's Estimate of \$60,963.50.

We have reviewed and checked the bid proposals of all bidders and recommend the City of Grandview award a construction contract to TTC Construction, Inc. in the amount of \$69,163.90. Please send us a copy of the City of Grandview 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,



Justin L. Bellamy, PE

JLB/crf

Enclosures

Copy: Steve Sziebert, HLA (Hard Copy, Email)
Kelly Rae, HLA (Hard Copy)

RESOLUTION NO. 2016-__

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
ACCEPTING THE BID FOR THE MUNICIPAL POOL IMPROVEMENTS – PHASE 2B
AND AUTHORIZING THE MAYOR TO SIGN ALL CONTRACT DOCUMENTS WITH
TTC CONSTRUCTION, INC.**

WHEREAS, the City of Grandview has advertised for bids for the Municipal Pool Improvements – Phase 2B; and,

WHEREAS, TTC Construction, Inc., of Yakima, Washington, has submitted the lowest responsible bid, which bid has been accepted;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRANDVIEW, AS FOLLOWS:

The Mayor is hereby authorized to sign all contract documents with TTC Construction, Inc., for the Municipal Pool Improvements – Phase 2B in the amount of \$69,163.90.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on _____, 2016.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**CITY OF GRANDVIEW
AGENDA ITEM HISTORY/COMMENTARY
COMMITTEE-OF-THE-WHOLE MEETING**

ITEM TITLE

AGENDA NO.: New Business 4 (G)

Resolution accepting the bid for Municipal Pool Improvements – Phase 2C and authorizing the Mayor to sign all contract documents with Bestebreur Bros. Construction, Inc.

AGENDA DATE: December 13, 2016

DEPARTMENT

Parks & Recreation Department

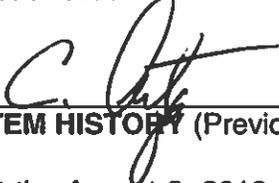
FUNDING CERTIFICATION (City Treasurer)
(If applicable)

DEPARTMENT DIRECTOR REVIEW

Mike Carpenter, Parks & Recreation Director



CITY ADMINISTRATOR



MAYOR



ITEM HISTORY (Previous council reviews, action related to this item, and other pertinent history)

At the August 9, 2016 regular meeting, Council was advised that the City opened bids for the Municipal Pool Improvements – Phase 2 on June 21, 2016. Only one bid was received and the bid price significantly exceeded budgeted amounts for construction. Staff recommended to revise and restructure the bid documents and rebid the project in small phases of work, giving opportunity for smaller local contractors to competitively bid similar trades of work. It was anticipated that this approach would reduce the overall project cost so improvements could be completed within the available budget.

ITEM COMMENTARY (Background, discussion, key points, recommendations, etc.) Please identify any or all impacts this proposed action would have on the City budget, personnel resources, and/or residents.

Bids for the Municipal Pool Improvements – Phase 2C were opened on December 6, 2016. A total of three (3) bids were received with Bestebreur Bros. Construction, Inc., of Sunnyside, Washington, submitting the low bid in the amount of \$119,718.29. The low bid was approximately 3 percent below the City Engineer's estimate of \$124,085.00.

ACTION PROPOSED

Move resolution accepting the bid for the Municipal Pool Improvements – Phase 2C and authorizing the Mayor to sign all contract documents with Bestebreur Bros. Construction, Inc., to a regular Council meeting for consideration.

December 7, 2016

City of Grandview
207 West Second Street
Grandview, WA 98930

Attn: Mr. Cus Arteaga

Re: City of Grandview
MUNICIPAL POOL IMPROVEMENTS – PHASE 2C
HLA Project No.: 16039C
Recommendation of Award

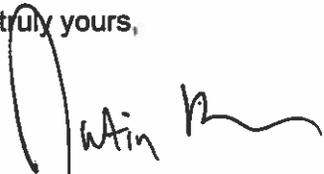
Dear Mr. Arteaga:

The bid opening for the above referenced project was held at Grandview City Hall at 3:30 p.m. on Tuesday, December 6, 2016. A total of three (3) bids were received with the low bid of \$119,718.29, being offered by Bestebreur Bros. Construction, Inc. of Sunnyside, Washington. This low bid is approximately three (3) percent below the Engineer's Estimate of \$124,085.00.

We have reviewed and checked the bid proposals of all bidders and recommend the City of Grandview award a construction contract to Bestebreur Bros. Construction, Inc. in the amount of \$119,718.29. Please send us a copy of the City of Grandview 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,



Justin L. Bellamy, PE

JLB/crf

Enclosures

Copy: Steve Sziebert, HLA (Hard Copy, Email)
Kelly Rae, HLA (Hard Copy)

BID SUMMARY										
Owner: CITY OF GRANDVIEW Project: MUNICIPAL POOL IMPROVEMENTS - PHASE 2C HLA Project No. 16038C Bid Opening Date: December 6, 2016					BIDDER #1 Bestebreur Bros. Construction, Inc. P.O. Box 813 Sunnyside, WA 98944		BIDDER #2 Northeast Electric, LLC 7004 Green Mountain Road Woodland, WA 98674		BIDDER #3 Knobels Electric, Inc. 801 Tennant Lane Yakima, WA 98902	
Item No.	Item Description	Unit	Quantity	ENGINEER'S ESTIMATE		Unit Price	Amount	Unit Price	Amount	
				Unit Price	Amount					
1	Mobilization	LS	1	\$10,000.00	\$10,000.00	\$5,105.00	\$5,105.00	\$10,000.00	\$10,000.00	
2	Site Lighting Improvements, Complete	LS	1	\$100,000.00	\$100,000.00	\$100,848.00	\$100,848.00	\$98,000.00	\$98,000.00	
3	Minor Change	FA	EST.	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	
BID SUBTOTAL					\$115,000.00		\$110,953.00		\$113,000.00	
7.9% STATE SALES TAX					\$9,085.00		\$8,765.29		\$8,927.00	
BID TOTAL					\$124,085.00		\$119,718.29		\$121,927.00	
ENGINEER'S REPORT										
Competitive bids were opened on December 6, 2016. All bids have been reviewed by this office. I recommend the contract be awarded to: Bestebreur Bros. Construction, Inc.										
Project Engineer: <i>[Signature]</i>				Date: 12/7/2016						
*Bid results can be found at: www.hlacivil.com										
ADDITIONAL BID TOTALS										
BIDDER						BID TOTAL				
*Highlighted amounts have been corrected.										



RESOLUTION NO. 2016-___

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
ACCEPTING THE BID FOR THE MUNICIPAL POOL IMPROVEMENTS – PHASE 2C
AND AUTHORIZING THE MAYOR TO SIGN ALL CONTRACT DOCUMENTS WITH
BESTEBREUR BROS. CONSTRUCTION, INC.**

WHEREAS, the City of Grandview has advertised for bids for the Municipal Pool Improvements – Phase 2C; and,

WHEREAS, Bestebreuer Bros. Construction, Inc., of Sunnyside, Washington, has submitted the lowest responsible bid, which bid has been accepted;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRANDVIEW, AS FOLLOWS:

The Mayor is hereby authorized to sign all contract documents with Bestebreuer Bros. Construction, Inc., for the Municipal Pool Improvements – Phase 2C in the amount of \$119,718.29.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on _____, 2016.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**CITY OF GRANDVIEW
AGENDA ITEM HISTORY/COMMENTARY
COMMITTEE-OF-THE-WHOLE MEETING**

ITEM TITLE

Resolution amending Section 7.07 of the City's Personnel Manual as it relates to medical and disability insurance

AGENDA NO.: New Business 4 (H)

AGENDA DATE: December 13, 2016

ORIGINATING SOURCE

Human Resources

FUNDING CERTIFICATION (City Treasurer)
(If applicable)

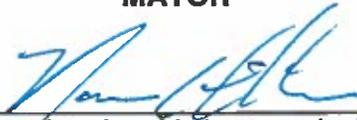
DEPARTMENT DIRECTOR REVIEW

Anita Palacios, City Clerk/Human Resource



CITY ADMINISTRATOR

MAYOR

ITEM HISTORY (Previous council reviews, action related to this item, and other pertinent history)

The City of Grandview's Personnel Policy Manual was adopted on May 5, 2008.

ITEM COMMENTARY (Background, discussion, key points, recommendations, etc.) Please identify any or all impacts this proposed action would have on the City budget, personnel resources, and/or residents.

Beginning January 1, 2016, the non-union employees began contributing 10% towards the cost of medical insurance. In addition, the City contributed \$700 annually into a Voluntary Employees' Beneficiary Association (VEBA) trust account for each full time non-union City employee.

Staff recommends the City continue the 90% employer paid and 10% employee paid cost of medical insurance for full time non-union employees and the \$700 annual contribution to the non-union employee VEBA trust accounts.

ACTION PROPOSED

Move a resolution amending Section 7.07 of the City's Personnel Manual as it relates to medical and disability insurance to a regular Council meeting for consideration.

RESOLUTION NO. 2016-___

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AMENDING SECTION 7.07 OF THE CITY'S PERSONNEL MANUAL
AS IT RELATES TO MEDICAL AND DISABILITY INSURANCE**

WHEREAS, the City Council of the City of Grandview has elected to make certain changes to the City's policies and practices relating to the provision of medical and disability insurance to the City's non-union employees;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRANDVIEW, AS FOLLOWS:

Section 1: The City of Grandview Personnel Manual, Section 7.07, *Medical and Disability Insurance*, which reads as follows:

7.07 Medical and Disability Insurance. The regular full-time non-union employees of the City and their dependents shall be covered by medical, dental, vision, and orthodontia insurance. Employees shall be covered for group life insurance in the amount of \$25,000.00 per employee through an insurance coverage of a standard insurer, approved by the State of Washington and selected by the City Council with the advice and consent of the City employees. The City shall also provide dependent life insurance coverage for the non-union employee's spouse in the amount of \$2,000 and children in the amount of \$200 (birth to 180 days) or \$2,000 (180 days to age 23). The cost of said coverage shall be at the expense of the City in 2014 and 2015. Beginning January 1, 2016, the City shall cover ninety percent (90%) of the cost of medical insurance and one hundred percent (100%) of the cost of dental, vision and orthodontia insurance. On January 1, 2014, January 1, 2015 and January 1, 2016, the City shall pay \$700 into a Voluntary Employees' Beneficiary Association (VEBA) trust account for each full time City employee. A non-union employee may through payroll deduction purchase additional group life insurance, including spouse and children, at the employee's expense.

All regular part-time employees who otherwise qualify for coverage shall be covered for employee-only medical after the completion of their six (6) month probationary period. Part-time employees may be disqualified and ineligible for coverage if they fail to maintain work hours of at least eighty-five (85) hours per month for six (6) consecutive months.

Is hereby amended to read as follows:

7.07 Medical and Disability Insurance. The regular full-time non-union employees of the City and their dependents shall be covered by medical, dental, vision, and orthodontia insurance. Employees shall be covered for

group life insurance in the amount of \$25,000.00 per employee through an insurance coverage of a standard insurer, approved by the State of Washington and selected by the City Council with the advice and consent of the City employees. The City shall also provide dependent life insurance coverage for the non-union employee's spouse in the amount of \$2,000 and children in the amount of \$200 (birth to 180 days) or \$2,000 (180 days to age 23). Beginning January 1, 2016, the City shall cover ninety percent (90%) of the cost of medical insurance and one hundred percent (100%) of the cost of dental, vision, orthodontia and life insurance. In addition, the City shall annually pay \$700 into a Voluntary Employees' Beneficiary Association (VEBA) trust account for each full time non-union City employee. A non-union employee may through payroll deduction purchase additional group life insurance, including spouse and children, at the employee's expense.

All regular part-time employees who otherwise qualify for coverage shall be covered for employee-only medical after the completion of their six (6) month probationary period. Part-time employees may be disqualified and ineligible for coverage if they fail to maintain work hours of at least eighty-five (85) hours per month for six (6) consecutive months.

Section 2: Except as amended herein, all other provisions of the City of Grandview Personnel Manual shall remain unchanged.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on _____, 2016.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Anita Palacios

From: Therese Murphy <therese.murphy@co.yakima.wa.us>
Sent: Tuesday, November 22, 2016 8:37 AM
To: Anita Palacios
Cc: Cus Arteaga
Subject: RE: Grandview Municipal Court Contract and Judicial Appointments

Hi Anita:

I think the proposed schedule is just fine. We do want look at entering into a multiyear contract but what is causing some concern about that at this time, is probation services. We are currently looking at probation and the service it provides to all municipalities at no cost and assessing whether that approach is sustainable. The indication at this point is that it is not. We are not quite sure what that means for the cities but we want to be able to address this in this next year for the 2018 budget. Early in 2017 I will be looking to meet with municipalities to discuss further.

Thank you!

Therese Murphy
Yakima County Courts
District Court Manager
128 N. 2nd Street Room 225
Yakima, Wa. 98901
509-574-1874

From: Anita Palacios [mailto:anitap@grandview.wa.us]
Sent: Tuesday, November 22, 2016 8:21 AM
To: Therese Murphy <therese.murphy@co.yakima.wa.us>
Cc: Cus Arteaga <carteaga@grandview.wa.us>
Subject: FW: Grandview Municipal Court Contract and Judicial Appointments

The City's legal counsel made two minor corrections, see e-mail below and agreement attached. I will present the interlocal agreement to the City Council at their meeting on December 13th. I will encourage that they adopt that same night as they normally cancel the last meeting in December, but they will have to amend their new Council procedures rules in order to do that. If not, formal adoption would be at the January 10th meeting. Do you see any problems with that? I know the biggest question will be why are we going from a 10 year term to a one year term. Can you provide an explanation?

Thanks so much.

Anita G. Palacios, MMC
City Clerk/Human Resource
City of Grandview
207 West Second Street
Grandview, WA 98930
PH: (509) 882-9208
FAX: (509) 882-3099
anitap@grandview.wa.us

RESOLUTION NO. 2016-_____

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT
BETWEEN YAKIMA COUNTY AND THE CITY OF GRANDVIEW FOR
MUNICIPAL COURT SERVICES**

WHEREAS, the Grandview City Council decided to contract out the Grandview Municipal Court Services to the Yakima County District Court as of February 1, 2007; and

WHEREAS, said contract will expire on December 31, 2016; and

WHEREAS, the City of Grandview wishes to continue said Interlocal Agreement,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRANDVIEW, WASHINGTON, as follows:

The Mayor is hereby authorized to enter into an Interlocal Agreement between Yakima County and the City of Grandview for Municipal Court Services in the form as is attached hereto and incorporated herein by reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on _____, 2016.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

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**INTERLOCAL AGREEMENT BETWEEN YAKIMA COUNTY AND
THE CITY OF GRANDVIEW FOR MUNICIPAL COURT SERVICES**

THE INTERLOCAL AGREEMENT (the "Agreement"), made and entered into the 31st day of December, 2016, by and between the City of Grandview, a municipal corporation of the State of Washington and Yakima County, a Washington County organized under the laws of the State of Washington, collectively Grandview and Yakima County are referred to as the "Parties."

WHEREAS, Grandview is an optional code City and is authorized under Washington Law (Ch. 3.50 RCW) to operate a Municipal Court, and

WHEREAS, RCW 39.34.180 provides that cities are responsible for the prosecution, adjudication, sentencing, and incarceration of misdemeanor and gross misdemeanor offenses committed by adults in their respective jurisdictions, and that the City must carry out these responsibilities through the use of their own court, staff, and facilities or by entering into contracts or interlocal agreements under this chapter to provide these services, and

WHEREAS, RCW 3.50.815, provides that cities may meet their responsibilities imposed pursuant to RCW 39.34.180 through an interlocal agreement with a hosting jurisdiction providing court services, and

WHEREAS, RCW 3.50.020, provides that a hosting jurisdiction shall have exclusive original criminal and other jurisdiction for all matters filed by a contracting city under the contracting city's ordinances, and

WHEREAS, Grandview desires to contract with Yakima County to provide extraterritorial municipal court services and facilities for such services, and

WHEREAS, the Parties desire to enter into this Agreement providing municipal court services and facilities by Yakima County as the hosting jurisdiction to Grandview as the contracting city, and

WHEREAS, the Parties have considered the anticipated costs of services and anticipated and potential revenues to fund the services, including fines and fees, criminal justice funding and state authorized sales tax funding levied for criminal justice purposes;

NOW, THEREFORE, in consideration of the terms and provisions hereof, and in the exercise of authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW, it is mutually agreed by and between Yakima County and Grandview as follows:

1. PURPOSE OF AGREEMENT. The purpose of this Agreement is to provide for the processing of Grandview criminal complaints and citations and civil and traffic infractions under the exclusive original jurisdiction of the Yakima County District Court, to set the cost for court services to be paid by Grandview and to enumerate the court services to be provided by Yakima County as the hosting jurisdiction. It is the intent of the Parties that Yakima County act as the hosting jurisdiction to Grandview as the contracting city in order that Grandview may comply with its obligations pursuant to RCW

39.34.180 to adjudicate and prosecute criminal offenses and civil and traffic infractions arising from violations of the Grandview Municipal Code within the jurisdictional boundaries of the city of Grandview. It is further the intent of the Parties that, for the term of this Agreement, Yakima County District Court shall have exclusive original jurisdiction over all criminal offenses and traffic infractions arising from violations of the Grandview Municipal Code as provided for pursuant to RCW 3.50.020. In entering into this Interlocal Agreement for municipal court services, the Parties have considered, pursuant to RCW 39.34.180, the anticipated costs of services, anticipated and potential revenues to fund the services, including fines and fees, filing fee recoupment, criminal justice funding and state sales tax funding.

2. ASSUMPTION OF JURISDICTION. The Parties understand that pursuant to RCW 3.50.815 a city may, in lieu of establishing a municipal court pursuant to Chapter 3.50 RCW, enter into an interlocal municipal court services agreement with a county that has a District Court. The Parties further understand that the hosting jurisdiction will be conferred exclusive jurisdiction over all criminal offenses and traffic infractions arising from violations of Grandview municipal ordinances and that Yakima County, as the hosting jurisdiction, will operate as the Grandview Municipal Court during the term of this Agreement. The City of Grandview shall by ordinance designate Yakima County District Court as having assumed exclusive original jurisdiction over violations of the Grandview Municipal Code pursuant to this Agreement effective upon the Commencement Date. A case filed in Grandview Municipal Court shall continue to be a Grandview Municipal Court case, notwithstanding its filing in the Yakima County District Court.

3. COMMENCEMENT DATE. This Agreement shall commence on January 1, 2017 and be in effect from January 1, 2017 through midnight on December 31, 2017.

4. MUNICIPAL COURT SERVICES. Commencing on the Commencement Date, Yakima County shall provide timely and efficient court services in the Grandview Municipal Court for all municipal cases.

a. Municipal Court Services. The following court services shall be provided by Yakima County under this Agreement:

1. **Court Rules.** All court proceedings undertaken pursuant to this Agreement shall be conducted in conformity with the Rules of General Application, the Criminal Rules for Courts of Limited Jurisdiction, and the Infraction Rules for Courts of Limited Jurisdiction and the local rules of the Yakima County District Court.

2. **Court Staff.** Yakima County shall provide court staff necessary to timely and efficiently process all criminal and infraction cases filed by Grandview. Yakima County shall provide a level of service the same as that provided for Yakima County cases and that which is necessary for the efficient processing of all municipal cases.

3. **Supplies and Forms.** Yakima County shall provide all court forms and paperwork necessary for the processing of Grandview Municipal Court cases.

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4. Language Interpretation. Yakima County shall provide and pay for all language interpretation services for Grandview Municipal Court defendants.

5. Jury. Yakima County shall provide and pay for jury administration services for Grandview Municipal Court.

6. Collection for Nonpayment. Yakima County will, through the same collection process used for Yakima County District Court cases, collect all fines and fees for Grandview Municipal Court cases.

7. Property. The cost of all real and personal property used in the performance of the County's duties under the terms of this Agreement shall be the sole responsibility of the County.

8. Court Scheduling. The scheduling of court proceedings for Grandview Municipal Court is controlled by Yakima County District Court and the Presiding Judge. However, Yakima County agrees to schedule the City of Grandview criminal and contested matters separate from similar matters instituted by the State of Washington.

9. Judicial Accessibility After Work Hours. The Yakima County District Court shall supply the Grandview Police Department with telephone numbers of the Judges in order to facilitate non-business hour contact for probable cause determinations, issuance of telephonic no contact orders and applications for telephonic search warrants.

10. Probation Services: Pursuant to ARLJ 11, Yakima County Probation Services is managed and operated by Yakima County District Court. Probation Services shall provide supervision services for Grandview Municipal Court.

11. File Management and Retention: Yakima County District Court shall manage and retain court case files for Grandview Municipal Court for all cases filed after District Court began operating Grandview Municipal Court. Files shall be managed and retained in accordance with procedures established by the Judicial Information System, Washington State Archives and District Court policies.

b. City of Grandview Responsibilities:

1. Prosecution. Grandview shall be responsible for providing and paying for all prosecution services for all cases filed on its behalf.

2. Public Defender. Grandview shall be responsible for providing and paying for all public defense services, including appointment of attorneys for appellate purposes if applicable and expert witness costs, for all cases filed in Grandview Municipal Court.

3. Expenses related to Competency Evaluations. Grandview shall be responsible for all costs related to competency evaluations. This includes but is not limited to, costs of experts to perform examinations.

4. **Municipal Court Judges and Presiding Judge.** Grandview shall, by enacting a resolution, appoint the Judges and Commissioner of the Yakima County District Court as Municipal Court Judges who will preside over Grandview Municipal Court cases. Moreover, Grandview shall name the Presiding Judge of the Yakima County District Court as the Presiding Judge of the Grandview Municipal Court pursuant to RCW 3.50.040. Costs contemplated by RCW 3.50.040 is included in the costs provided for in this Agreement.

5. **Jail Transport.** Grandview shall be responsible for providing and paying for costs related to the transport, including security of inmates during transport and while in attendance at court, of defendants to Grandview Municipal Court. Grandview is responsible for all jail costs, including medical, for all persons who are in custody as a result of a case that is filed in Grandview Municipal Court.

5. COSTS AND REVENUE.

a. No later than September 1, Yakima County District Court shall provide a proposed budget including the cost for the operation of Grandview Municipal Court. The City shall pay to the County a sum equal to the percentage of said budget calculated based upon a 4 year running average of the total District Court cases divided by the average number of City of Grandview cases. As an example, if the 4 year average of the District Court cases including the cases filed by the City is 10,000 and the City's portion of the 4 year average is 1,000, then the City shall pay to the County for the following year a sum equal to 10% of the total District Court budget. For the year 2017, the City shall pay to the County the sum of \$190,547 for the operation of the Grandview Municipal Court. The calculation is as follows:

GRANDVIEW MUNICIPAL CONTRACT FIGURES - 2017 (Revised 11.17.2016)		
Year	Yakima District	GV Muni
2013	30,137	1,883
2014	29,643	1,579
2015	31,668	1,432
2016	24,260	1,908
Totals	115,708	6,802
Total District Court Filings	115,708	
Total Grandview Muni Filings	6,802	
Total Combined Filings	122,510	
Grandview Muni Percentage	5.55%	
2017 DC Budget	\$2,826,180	
2017 3/10ths DC Budget	605,730	
Total Budget	3,431,910	
Grandview Muni Cost for 2017		\$190,547

HL

b. Grandview shall pay the sum calculated in accordance with paragraph "a" above in 12 equal monthly installments payable by the 10th day of the month beginning January 2017.

c. In the event the Parties cannot agree on the amount of the District Court budget, or the ratio of the Grandview cases to the District Court total, then the Parties agree to arbitration pursuant to Chapter 7.04 RCW.

d. All fines and costs shall be collected and accounted for by Yakima County District Court staff in accordance with Chapter 3.62 of the RCW and any other applicable laws and paid to the City along with an accounting thereof monthly.

6. MODIFICATION AND TERMINATION.

a. The Parties may modify this Agreement by mutual consent at any time. However any modification to this Agreement shall not be effective unless it is in writing and signed by the appropriate parties with binding authority.

b. Either Party may terminate this Agreement as described in this paragraph. In the event Grandview wishes to terminate this Agreement they may do so in writing to the Presiding Judge of Yakima County District Court no less than one year prior to the expiration of this Agreement. In the event District Court wishes to terminate this Agreement they may do so in writing to Grandview no less than one year prior to the expiration of this Agreement. In the event the Parties cannot agree upon issues related to modification or renewal of this Agreement, the Parties shall submit any such issue(s) to arbitration under RCW 7.04.

c. In the event of termination of this Agreement any and all funds owed to Yakima County at said termination date shall be paid by Grandview and all fines and costs collected by Yakima County shall be paid to Grandview.

d. In the event of the termination of this Agreement all cases filed in Grandview Municipal Court shall be returned to Grandview.

7. APPLICABLE LAW, JURISDICTION AND VENUE, INDEMNIFICATION.

a. This Agreement, and any rights and obligations hereunder, shall be construed and interpreted in accordance with the laws of the State of Washington.

b. Any dispute or proceeding arising out of this Agreement which is not subject to arbitration hereunder shall be submitted to the Superior Court of the State of Washington for Benton County.

c. Any dispute or proceeding arising out of arbitration hereunder which may be submitted to a court of competent jurisdiction for determination shall be submitted to the Superior Court of the State of Washington for Benton County.

d. Each party shall indemnify and hold harmless the other, its officers, agents, judges elected officials, appointed officials and employees from all liability, loss of damage, including costs of defense they may suffer as a result of claims, demands, actions, damages, costs of judgments which result from each party's own intentional or negligent acts relating to services provided pursuant to this Agreement.

e. In the event that both the County and the City are negligent in a matter arising out of the activities of the parties pursuant to this Agreement, each part shall be liable for its contributory share of negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses including costs and reasonable attorney's fees.

Dated this _____ day of _____, 2016.

City of Grandview

Yakima County District Court

Mayor

Presiding Judge

Attest

Approved:

City Clerk

Yakima County Deputy Prosecuting Attorney

Approved as to form:

City Attorney

Sent: Monday, October 24, 2016 3:06 PM

To: Anita Palacios

Subject: Basin Integrated Plan Economic Study - Policy Brief and Contribution Request to Valley Cities

Importance: High

Yakima Valley City Clerks-

Please find attached to this message a document entitled "YVCOG General Membership Policy Brief: City Contributions Requested for Yakima Basin Integrated Plan Economic Study." This brief was shared and discussed at YVCOG's October 19th General Membership meeting in Naches. We asked those in attendance to please take the memo back to their respective councils for deliberation. Several cities did not attend, so I'm sending this to all of our members. Please share the attached policy brief with your councilmembers.

During the discussion on Oct. 19th, the following questions were asked:

- **What is the cost of the study and what are other parties contributing?** Response: The total cost of the study is \$65,000. Kittitas, Yakima, and Benton counties are contributing \$30,000; private businesses are contributing \$10,000; and the Yakima Basin Joint Board, \$15,000. Commissioner Leita also stated that previous Yakima County contributions and staff time during the Integrated Plan development process exceeds \$40,000.
- **Will our city be required to make up the difference if other cities decide not to contribute?** Response: The quick answer is "no, you will not." We realize that budgets are tight throughout the Valley. At the meeting, Mabton Mayor Mario Martinez suggested that this per-capita contribution is a small investment toward helping secure a significant future benefit: 50,000 acre-feet of water for municipal and industrial purposes. In addition, financial support from Yakima Valley cities will provide further evidence to members of Congress of our desire to move forward and take action on long-term, integrated water solutions.
- **Is this part of my annual YVCOG assessment?** No; please consider your 2017 YVCOG assessment and your possible economic study contribution as two separate issues.

You or your council may direct questions on the proposal to me; YVCOG Chairman Jim Restucci; or Yakima County Commissioner Mike Leita.

Sincerely,

Larry Mattson, Executive Director



Yakima Valley Conference of Governments

Main: 509.574.1550

Direct: 509.759.7993

Mobile: 509.833.3863

@larrymattsonian



YVCOG General Membership Policy Brief:

City Contributions Requested for Yakima Basin Integrated Plan Economic Study

Issue

In 2013, Yakima Valley cities signed letters of support for the Yakima Basin Integrated Water Resource Management Plan (the "Integrated Plan"). When sharing the plan with our Congressional delegation, the Integrated Plan's Implementation Workgroup heard the phrase "fish fatigue." 'Fish fatigue' refers to weariness from eastern Congressmen about continually funding salmon restoration efforts in the Western U.S. To help overcome this barrier, the team was asked to more clearly explain and promote the plan's economic benefits to the region. To that end, the team commissioned ECONorthwest to prepare an evaluation of the plan's economic benefits.

The principals of the Plan's Implementation Workgroup are requesting that Yakima Valley cities contribute \$10,000 (in the aggregate; not individually) toward the cost of a pending economic benefit study. **Of primary importance to our Valley cities, the Integrated Plan proposes to make available an additional 50,000 acre feet of water for municipal and industrial uses.** Doing so would likely guarantee that water is available for the next several generations of Valley residents. The balance of the \$65,000 economic study will be funded by contributions from Kittitas, Yakima, and Benton counties; the Yakima Basin Joint Board; and private businesses.

Recommendations

YVCOG staff suggests that if the Executive Committee agrees that this is a regional issue worthy of attention, the Committee directs staff to do the following:

- a) **Finalize a per-capita financial contribution plan (over) for consideration by the Executive Committee and General Membership.** A draft contribution plan is included for the Committee's review on the next page. Should the General Membership accept this plan, YVCOG will forward this brief to municipal clerks in the Valley, for each council's consideration.
- b) **Prepare a Memorandum of Agreement (MOA) for consideration of each member city.** This MOA would describe the extent of YVCOG's involvement in this economic benefit study. The scope of work for the economic study would be attached as an exhibit to the MOA.

Per-Capita Cost to Each City

The table to the right lists the per-capita contribution of each city needed to generate \$10,000 toward the economic benefit study.

Benefits

Once completed, the water storage and conservation projects described in the Integrated Plan will provide 50,000 acre-feet of water for Yakima Valley cities and industry. To place that number in context, that is roughly 14 Louisiana Superdomes full of water. More than enough, in other words, to meet the Valley's municipal and industrial needs for the next 50 to 100 years.

Benefits also include a YVCOG presence on the Integrated Plan's Economic Subcommittee, and potential future representation as part of the Washington, D.C. Leadership group.

Funding Source(s)

Member cities would have to determine the appropriate funding source to pay for this additional assessment.

Financial contributions from Yakima Valley cities will send a clear signal to our Legislative and Congressional leaders that we are committed to integrated long-term solutions.

Indicating local support is important, as half of the Integrated Plan's \$3.8 billion price tag has been committed to by Washington State, with the understanding that the other 50 percent will be provided by federal and private partners. The Bureau of Reclamation has committed to funding 10 percent of the projects slated for the Integrated Plan's first ten years.

Next Steps

1. Executive Committee decide to forward per-capita plan to General Membership
2. YVCOG staff shares policy brief at October General Membership meeting
3. YVCOG staff circulates policy brief and email explaining per-capita assessment to each city
4. Each city considers economic study contribution
5. Contributing cities provided with MOU/MOA documenting intent of contribution
6. Contributing cities may send funds to either YVCOG or New Vision/YCDA

GRANDVIEW	6.76%	\$ 676.34
GRANGER	2.35%	\$ 235.14
HARRAH	0.39%	\$ 39.39
MABTON	1.40%	\$ 140.30
MOXEE	2.40%	\$ 239.69
NACHES	0.51%	\$ 51.21
SELAH	4.56%	\$ 456.35
SUNNYSIDE	10.02%	\$ 1,002.39
TIETON	0.78%	\$ 77.88
TOPPENISH	5.48%	\$ 548.47
UNION GAP	3.76%	\$ 375.75
WAPATO	3.05%	\$ 305.45
YAKIMA	56.61%	\$ 5,661.04
ZILLAH	1.91%	\$ 190.60
TOTALS		\$ 10,000.00