

**GRANDVIEW CITY COUNCIL
COMMITTEE-OF-THE-WHOLE
MEETING AGENDA
TUESDAY, JULY 26, 2016**



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

PAGE

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **CITIZEN PARTICIPATION** – The public may address the Council on items on the agenda.
4. **NEW BUSINESS**
 - A. Post Frame Building – Bid Award 1
 - B. Resolution No. 2016-34 authorizing the Mayor to sign the Professional Service Agreement Amendment #1 with the Yakima Valley Conference of Governments for the Comprehensive Plan Update 2-19
5. **OTHER BUSINESS**
6. **ADJOURNMENT**

**CITY OF GRANDVIEW
AGENDA ITEM HISTORY/COMMENTARY
CITY COUNCIL MEETING**

ITEM TITLE

Post Frame Building – Bid Award

AGENDA NO.: New Business 4(A)

AGENDA DATE: July 26, 2016

ORIGINATING SOURCE

Public Works Department

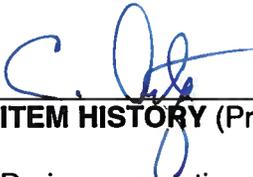
FUNDING CERTIFICATION (City Treasurer)
(If applicable)

DEPARTMENT DIRECTOR 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)

During preparation of the 2016 budget, Council appropriated \$60,000 for the construction of a 40' x 60' x 16' insulated pole building to be constructed at the Public Works Complex on Willoughby 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.

Staff advertised for bids to construct a 40' x 60' x 16' post frame building. Bids were opened on July 7, 2016.

The City received the following two bids:

- Shield Construction, LLP, of Grandview, Washington, in the amount of \$57,808.50
- Black Rock Construction & Development of Moses Lake, Washington, in the amount of \$84,812.00

Staff recommends acceptance of the lowest responsible bid submitted by Shield Construction, LLP, in the amount of \$57,808.50 for the construction of a 40' x 60' x 16' post frame building.

ACTION PROPOSED

Move the acceptance of the lowest responsible bid submitted by Shield Construction, LLP, in the amount of \$57,808.50 for the construction of a 40' x 60' x 16' post frame building to the regular Council meeting agenda for consideration.

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

ITEM TITLE

AGENDA NO.: New Business 4(B)

Resolution No. 2016-34 authorizing the Mayor to sign the Professional Service Agreement Amendment #1 with the Yakima Valley Conference of Governments for the Comprehensive Plan Update

AGENDA DATE: July 26, 2016

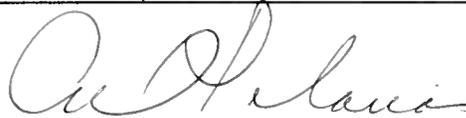
ORIGINATING SOURCE

FUNDING CERTIFICATION (City Treasurer)
(If applicable)

Planning

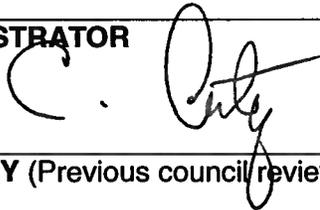
DEPARTMENT DIRECTOR REVIEW

Anita Palacios, City Clerk/HR (Planning)



CITY ADMINISTRATOR

MAYOR




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

The Growth Management Act (GMA) requires fully planning jurisdictions to review and update their comprehensive plans, development regulations, and critical areas ordinance (CAO), every eight years as established by RCW 36.70A.130(5)(c), see letter from WA State Department of Commerce attached. Grandview's next GMA periodic update was due June 30, 2017. After this date, without a completed update, Grandview would be unable to access Washington State road and water/wastewater infrastructure grants and loans.

On January 13, 2015, Council approved Resolution No. 2015-3, copy attached, authorizing the Mayor to sign the Professional Service Agreement with the Yakima Valley Conference of Governments (YVCOG) for the Comprehensive Plan update. The term of the contract was through June 30, 2016.

As part of the GMA periodic update process, staff and the Planning Commission, in consultation with YVCOG, was reviewing and updating the current City of Grandview development regulations and Critical Areas Ordinance.

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.

Staff requests Council amend the termination date of the original contract from June 30, 2016 to December 31, 2016. It is anticipated that the update will be completed before that time.

ACTION PROPOSED

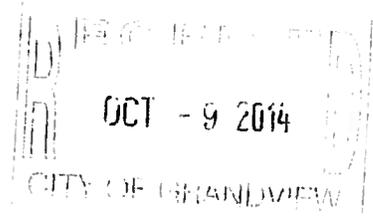
Move Resolution No. 2016-34 authorizing the Mayor to sign the Professional Service Agreement Amendment #1 with the Yakima Valley Conference of Governments for the Comprehensive Plan Update to the regular Council meeting agenda for consideration.



STATE OF WASHINGTON
DEPARTMENT OF COMMERCE

1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000
www.commerce.wa.gov

September 29, 2014



The Honorable Norm Childress
Mayor of Grandview
207 West Second Street
Grandview, Washington 98930

RE: 2017 Growth Management Periodic Update Deadline

Dear Mayor Childress:

We want to make you are aware of an important upcoming deadline that could affect your ability to apply for state infrastructure funding. The Growth Management Act (GMA) requires that all cities and counties review and update their planning documents; these include comprehensive plans and development regulations, including your critical areas ordinance. Each city and county in the state is required to undertake this review process every eight (8) years, as outlined in the GMA (RCW 36.70A.130).

These updates are due for the City of Grandview on **June 30, 2017**. This due date is a few years off. We want to make you are aware of this requirement so that your community can complete the work needed and maintain state funding eligibility. Many communities like yours are already underway. You may also be underway.

We have assigned Scott Kuhta of our staff who will be contacting your staff to verify the status of your periodic update and provide any assistance we can offer with the update process.

What You Need To Do

There are four essential steps to the periodic update process: (1) Review, (2) Revise (if needed), (3) Legislative Action, and (4) Notify Department of Commerce.

1) Review: First, you must review the local planning documents you are required to maintain under the GMA to make sure they are current and meet all the state requirements. We provide a checklist you may use for this process, which will assist you in determining what to review and what changes may be needed. This review should also include a public hearing in front of your planning commission or council to give the public a chance to comment on any changes they think are needed. This is a very important step. Your public hearing, and the announcement of the hearing, must clearly state that this is part of the required GMA periodic review and update process. We recommend you read more about

this step on our web page: www.commerce.wa.gov/growth (under the topic “Periodic Update Process”).

2) Revise: If your review shows that you need to make changes to your plan or regulations, you will need to adopt these revisions. As with every amendment to your comprehensive plan or development regulations, you must provide notice to the state at least sixty (60) days prior to the planned adoption date (RCW 36.70A.106). As mentioned above, be sure to conduct an open and thorough public involvement program to enlist your community’s help in completing this review, as required by the GMA. Also be sure to list in your recitals that this action is part of the periodic update process.

3) Legislative Action: After reviewing, and revising (if necessary), your local plans and regulations, you must take legislative action to formally conclude the periodic review process. This means either (1) adopting an ordinance if there were revisions made, or (2) if your review concluded no changes are needed, adopting a resolution affirming your entire review process and declaring that your periodic update is complete.

The recitals of your ordinance or resolution should list the steps you took during the review, including the public hearing, to demonstrate everything you have done to accomplish the task. If your update is challenged, this is how you will demonstrate the actions you took as part of the periodic update. Such documentation has served other jurisdictions well in the past under similar circumstances. Our Commerce web site includes several examples of legislative actions for you to work from. We can also help you find an example that is right for you.

4) Notify Department of Commerce: Your final step to complete the periodic review process will involve submitting your work (including adopted ordinances or resolutions with findings or recitals) to our office in Commerce - Growth Management Services. You must send us notice no more than ten (10) days after final adoption by your legislative body (RCW 36.70A.106). We recommend you include a declaration of completion within your adopting ordinance or resolution, as well as within your final submittals, which explicitly states the required review and update process is complete. Again, we have sample language available to help guide you through this final step.

After we receive notice of adoption, we will confirm your status and send you a congratulatory letter indicating they you have completed this requirement. We also maintain on our web site a list of jurisdictions that have met this requirement.

How Commerce Can Help

We have experienced the same reductions that everyone in state and local government has faced during recent years. Unfortunately, we are unable to offer grant assistance for many of you in this review process. Our ability to provide direct staff assistance is also very limited right now. However, we are here to help, and we have developed a set of planning tools that are readily available on our Commerce, Growth Management Services web site.

Our specific written guidance on the periodic review and update process is available online, and you can access all of it through the web links below. Much helpful information, including

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September 29, 2014

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sample material, is posted at this site for your convenience. If you need additional help, please ask; we look forward to assisting you!

Where to go for more Help and Information

Growth Management Periodic Update Information Page

<http://www.commerce.wa.gov/Services/localgovernment/GrowthManagement/Growth-Management-Planning-Topics/Pages/GMA-Periodic-Update.aspx>

We recommend you start by reading our posted Guidebook: ***Keeping your Comprehensive Plan and Development Regulations Current: A Guide to the Periodic Update Process under the Growth Management Act.***

Contact Commerce if you have any questions about or concerns about periodic review. Your contact for the periodic review is Scott Kuhta. They can be reached at (509) 795-6884 OR scott.kuhta@commerce.wa.gov.

Best Regards,



Jeffrey S. Wilson, AICP
Senior Managing Director
Growth Management Services

cc: Cus Arteaga, City Administrator

RESOLUTION NO. 2015-3

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN THE PROFESSIONAL SERVICE
AGREEMENT WITH THE YAKIMA VALLEY CONFERENCE OF GOVERNMENTS
FOR THE COMPREHENSIVE PLAN UPDATE**

WHEREAS, the City of Grandview wishes to enter into a Professional Service Agreement with the Yakima Valley Conference of Governments to update the Administration Element, Utilities Element, Transportation Element, Land Use Element, Housing Element, Natural Systems Element and Capital Facilities Element of the City's Comprehensive Plan, Development Regulations Update and Critical Area Ordinance Update.

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

The Mayor is hereby authorized to sign the Professional Service Agreement with the Yakima Valley Conference of Governments 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 January 13, 2015.

MAYOR



ATTEST:



CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

City of Grandview
PROFESSIONAL SERVICE AGREEMENT

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

WITNESSETH THAT:

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

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

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

1. Services to be Provided by the Parties:

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

2. Time of Performance:

The effective date of this contract shall be the date the parties sign and complete execution of the contract. The termination date of the contract shall be **June 30, 2016**.

3. Consideration:

The City shall reimburse the Conference in accordance with the Budget described in Attachment #1 of the contract for all allowable expenses agreed upon by the parties to complete the Scope of Work. In no event shall the total amount to be reimbursed by the City exceed the sum of **\$17,072**. Reimbursement under this contract shall be based on billings, supported by appropriate documentation of costs actually incurred. It is expressly understood that claims for reimbursement shall not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of the agreement.

4. Records:

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

All such records and all other records pertinent to this contract and work undertaken under this contract shall be retained by the Conference in accordance with state record retention laws and regulations.

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

5. Relationship:

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

6. Suspension, Termination, and Close Out:

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

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

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

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

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

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

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

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

convenience of the City as provided herein, the Conference will be paid for time provided and expenses incurred up to the termination date.

7. Changes, Amendments, Modifications:

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

8. Personnel:

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

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

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

9. Assignability:

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

10. Reports and Information:

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

11. Findings Confidential:

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

12. Copyright:

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

13. Compliance with Local Laws:

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

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

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

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

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

16. Interest of Members of the City:

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

17. Interest of Other Public Officials:

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

18. Interest of Consultant and Employees:

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

19. Audits and Inspections:

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

20. Hold Harmless:

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

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

Attachment #1, Scope of Work and Budget, consisting of 4 pages.

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

CITY OF GRANDVIEW
WASHINGTON

YAKIMA VALLEY CONFERENCE OF
GOVERNMENTS

by [Signature]

by [Signature]

ATTEST:
by [Signature]
City Clerk

ATTEST:
by [Signature]
Secretary

Date: 1/13/15

Date: 1/21/2015

APPROVED AS TO LEGAL FORM:

by [Signature]
Attorney for the City of Grandview

Attachment #1, Scope of Work and Budget

	Tasks	Estimated Hours		
		<u>Sr. Planner</u>	<u>GIS Mgr</u>	<u>Est. Cost</u>
Comprehensive Plan Update				
<i>Administration Element</i>	1. Review and update existing element as needed to reflect recent data and GMA changes. Includes consultation with Grandview staff regarding direction on content.	3		\$189
	2. Provide draft to city staff for review, and revise as needed.	1		\$63
	3. Present draft element to Planning Commission.	4		\$252
	4. Revise as needed to reflect staff/Planning Commission comments.	1		\$63
	<i>Subtotal Hours and Cost</i>	9		\$567
<hr/>				
<i>Utilities Element</i>	1. Review and update existing element as needed to reflect recent data and GMA changes. Includes consultation with Grandview staff regarding direction on content and goals/policies.	3		\$189
	2. Provide draft to city staff for review, and revise as needed.	1		\$63
	3. Present draft element to Planning Commission.	4		\$252
	4. Revise as needed to reflect staff/Planning Commission comments.	1		\$63
	<i>Subtotal Hours and Cost</i>	12		\$567
<hr/>				
<i>Transportation Element*</i>	1. Complete city traffic count, with input on counter locations from Grandview staff.	25		\$1,575
	2. Review and update existing element as needed to reflect recent data and GMA changes. Includes consultation with Grandview staff regarding direction on content, goals/policies, and transportation priorities.	25		\$1,575
	3. Provide draft to city staff for review, and revise as needed.	5		\$315

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	Tasks		Estimated Hours	
	4. Present draft element to Planning Commission.	4		\$252
	5. Revise as needed to reflect staff/Planning Commission comments.	4		\$252
	<i>Subtotal Hours and Cost</i>	63		\$2,394
<hr/>				
<i>Land Use Element</i>	1. Review and update existing element as needed to reflect recent data and GMA changes. Includes consultation with Grandview staff regarding direction on content, goals/policies, and Future Land Use Map.	25	15	\$2,655
	2. Provide draft to city staff for review, and revise as needed.	5		\$315
	3. Present draft element to Planning Commission.	4		\$252
	4. Revise as needed to reflect staff/Planning Commission comments.	2		\$126
	<i>Subtotal Hours and Cost</i>	36	15	\$3,348
<hr/>				
<i>Housing Element</i>	1. Review and update existing element as needed to reflect recent data and GMA changes. Includes meeting(s) with Grandview staff regarding direction on content and goals/policies.	20	15	\$2,340
	2. Provide draft to city staff for review, and revise as needed.	5		\$315
	3. Present draft element to Planning Commission.	4		\$252
	4. Revise as needed to reflect staff/Planning Commission comments.	2		\$126
	<i>Subtotal Hours and Cost</i>	31	15	\$3,033
<hr/>				
<i>Natural Systems Element</i>	1. Review and update existing element as needed to reflect recent data and GMA changes. Includes consultation with Grandview staff regarding direction on content and goals/policies.	3	15	\$1,269
	2. Provide draft to city staff for review, and revise as needed.	2		\$126
	3. Present draft element to Planning Commission.	4		\$252

	Tasks	Estimated Hours		
	4. Revise as needed to reflect staff/Planning Commission comments.	1		\$63
	<i>Subtotal Hours and Cost</i>	<i>10</i>	<i>15</i>	<i>\$1,710</i>
<hr/>				
<i>Capital Facilities Element*</i>	1. Review and update existing element as needed to reflect recent data and GMA changes. Includes consultation with Grandview staff regarding direction on content and goals/policies.	15		\$945
	2. Provide draft to city staff for review, and revise as needed.	5		\$315
	3. Present draft element to Planning Commission.	4		\$252
	4. Revise as needed to reflect staff/Planning Commission comments.	2		\$126
	<i>Subtotal Hours and Cost</i>	<i>26</i>		<i>\$1,638</i>
<hr/>				
Development Regulations Update				
	1. Review and revise GMC Titles 16, 17, and 18 as needed to comply with GMA requirements and ensure consistency with Comprehensive Plan updates.	15		\$945
	2. Provide draft to city staff for review, and revise as needed.	5		\$315
	3. Present draft element to Planning Commission.	4		\$252
	4. Revise as needed to reflect staff/Planning Commission comments.	2		\$126
	5. Rezone(s) as needed for consistency.	10	5	\$990
	<i>Subtotal Hours and Cost</i>	<i>36</i>	<i>5</i>	<i>\$2,628</i>
<hr/>				
Critical Areas Ordinance Update				
	1. Review and update existing ordinance and critical area maps as needed to reflect recent Best Available Science and other data, and GMA changes.	10	5	\$990
	2. Provide draft to city staff for review, and revise as needed.	5		\$315
	3. Present draft element to Planning Commission.	4		\$252

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Tasks	Estimated Hours		
4. Revise as needed to reflect staff/Planning Commission comments.	5		\$315
<i>Subtotal Hours and Cost</i>	24	5	\$1,872

Combined Process - Comp Plan, CAO, Development Regulations

Draft SEPA checklist	2		\$118
Submit drafts to Department of Commerce for 60-day review	1		\$59
Revise drafts based on SEPA/Commerce comments	5		\$295
Draft adoption ordinances	5		\$295
Finalize drafts for Council consideration	5		\$295
Staff one City Council meeting/public hearing	4		\$236
Submit adopted ordinances to Commerce	1		\$59
 Contract/billing admin @ \$120/month for 12 months			 \$1,440
Mileage			\$450
Copies and mailing			\$100

* To complete at no charge to Grandview using MPO/RTPO funds.

CREDIT \$4,032

TOTAL \$17,072

NOTES:

1. Grandview's GMA Periodic Update (Comprehensive Plan, development regulations, and Critical Areas Ordinance updates) is due June 30, 2017 (RCW 36.70A.130(4)(c)).
2. Time estimates assume interaction with Grandview staff to gather data and review draft materials. Timely completion of tasks is dependent upon timely provision of requested information and review of materials by Grandview staff.
3. Timelines for completion of these tasks will be dependent upon availability of Grandview staff for responses and Planning Commission/City Council schedules.
4. Hours to staff meetings include meeting preparation and travel to/from Grandview.
5. Cost estimates per task include benefits and indirect costs.

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Anita Palacios

From: Shawn Conrad <shawn.conrad@yvcog.org>
Sent: Tuesday, July 19, 2016 3:03 PM
To: Anita Palacios
Subject: PSA amendment
Attachments: Grandview_PSA_AMENDMENT#1.pdf

Hi Anita,

I realized belatedly that Grandview's Professional Services Agreement with YCVOG to complete your GMA Update expired June 30, 2016, which means we need to do a contract amendment to extend the time of performance.

Attached is the amendment, with the expiration date December 31, 2016 (though I anticipate we will be done before that). Please let me know if you think Council approval of this could happen in July or if it would need to be August, so we can plan our billing accordingly.

Thanks,

Shawn Conrad, Senior Planner

Yakima Valley Conference of Governments
311 N. 4th Street, Ste. 204, Yakima, WA 98901
Phone: (509) 574-1550, Direct: (509) 759-7991

 www.facebook.com/YVCOG

RESOLUTION NO. 2016-34

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN THE PROFESSIONAL SERVICE
AGREEMENT AMENDMENT #1 WITH THE YAKIMA VALLEY CONFERENCE OF
GOVERNMENTS FOR THE COMPREHENSIVE PLAN UPDATE**

WHEREAS, the City of Grandview entered into a Professional Service Agreement with the Yakima Valley Conference of Governments on January 21, 2015 to update the Administration Element, Utilities Element, Transportation Element, Land Use Element, Housing Element, Natural Systems Element and Capital Facilities Element of the City's Comprehensive Plan, Development Regulations Update and Critical Area Ordinance Update; and

WHEREAS, it is necessary to amend the termination date of the original contract from June 30, 2016 to December 31, 2016,

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

The Mayor is hereby authorized to sign the Professional Service Agreement Amendment #1 with the Yakima Valley Conference of Governments 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 July 26, 2016.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF GRANDVIEW
PROFESSIONAL SERVICES AGREEMENT
AMENDMENT #1

THIS AMENDMENT, TO THE January 21, 2015 Professional Services Agreement for the City of Grandview GMA Update, entered into this _____ day of _____, 2016 by and between the Yakima Valley Conference of Governments, a regional association having its territorial limits within Yakima County, State of Washington (hereinafter called the "Conference"), acting herein by Lauris (Larry) C. Mattson, Executive Director, hereunto duly authorized, and the City of Grandview, a municipal corporation located within Yakima County, State of Washington (hereinafter called the "City"), acting herein by Mayor Norm Childress, hereunto duly authorized;

WITNESSETH THAT;

WHEREAS, on January 21, 2015, the City contracted with the Conference for certain professional planning services; and,

WHEREAS, it is necessary to amend certain sections of the contract;

NOW, THEREFORE, the parties do mutually agree, to modify the contract to provide the following:

Termination Date:

The termination date of the original contract will be changed from June 30, 2016 to December 31, 2016.

All other provisions of said contract remain unchanged.

YAKIMA VALLEY CONFERENCE
OF GOVERNMENTS

CITY OF GRANDVIEW
YAKIMA COUNTY

Lauris C. Mattson, Executive Director

Mayor Norm Childress

ATTEST: _____
Secretary

ATTEST: _____

Date: _____

Date: _____