

**GRANDVIEW CITY COUNCIL  
COMMITTEE-OF-THE-WHOLE  
MEETING AGENDA  
TUESDAY, DECEMBER 12, 2017**



**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. Ordinance providing for the annexation of property known as the Port of Grandview & Higgins Family Annexation to the City of Grandview pursuant to the petition method, and incorporating the same within the corporate limits thereof, providing for the assumption of existing indebtedness, requiring said property to be assessed and taxed at the same rate and basis as other property within said City, adopting a comprehensive land use plan, and changing the official zoning map of the City 1-8
  - B. Resolution approving a Memorandum of Agreement by and between the City of Grandview and Teamsters Local No. 760 Police Sergeants-Patrol Regarding Retirement Handgun Retention 9-12
  - C. Resolution authorizing the Mayor to sign the Washington State Transportation Improvement Board Fuel Tax Grant Agreement for the FY 2019 Overlay Project, Multiple Locations, TIB Project Number 3-E-183(007)-1 East Wine Country Road from SVID canal crossing to east City limits 13-22
  - D. 2018 YVCOG General Membership Member & Alternate Designation 23-24
  - E. Economic Development Powerpoint Presentation
5. **OTHER BUSINESS**
6. **ADJOURNMENT**

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

**ITEM TITLE**

**AGENDA NO.** New Business 4 (A)

Ordinance providing for the annexation of property known as the Port of Grandview & Higgins Family Annexation to the City of Grandview pursuant to the petition method, and incorporating the same within the corporate limits thereof, providing for the assumption of existing indebtedness, requiring said property to be assessed and taxed at the same rate and basis as other property within said City, adopting a comprehensive land use plan, and changing the official zoning map of the City

**AGENDA DATE:** December 12, 2017

**DEPARTMENT**

**FUNDING CERTIFICATION** (City Treasurer)  
(If applicable)

City Clerk (Planning)

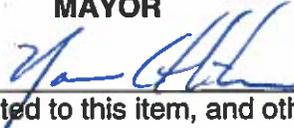
**DEPARTMENT DIRECTOR REVIEW**

Anita Palacios, City Clerk



**CITY ADMINISTRATOR**

**MAYOR**

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

The City has received a Letter of Intent and Petition for Annexation and Rezone signed by the Port of Grandview and Lois Higgins Family LLC to annex Parcel No. 230910-33001 to be known as the Puterbaugh Business Park to the City of Grandview.

At the August 8, 2017 meeting, Council accepted the proposed annexation and referred the land use proposal to the Hearing Examiner to conduct the public hearing process. On September 6, 2017, a public hearing was held before the Hearing Examiner to receive comments on the proposed Annexation and Rezone.

On September 26, 2017, a closed record public hearing was held before the Council. Following the hearing, the Council accepted the Hearing Examiner's conclusions and recommendation that the Port of Grandview and Lois Higgins Family LLC Petition for Annexation of Parcel No. 230910-33001 be approved with M-1 Light Industrial zoning. The Council also approved Resolution No. 2017-37 authorizing the petition to annex and providing for transmittal of said petition to the Yakima County Boundary Review Board for a 45-day review prior to taking final action.

**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 October 11, 2017, staff submitted a Notice of Intention to the Yakima County Boundary Review Board (BRB) for a 45-day review period. The 45-day filing period lapsed on November 25, 2017 and the annexation was deemed approved by the BRB. The attached ordinance finalizes the annexation process.

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**ACTION PROPOSED**

Move an ordinance providing for the annexation of property known as the Port of Grandview & Higgins Family Annexation to the City of Grandview pursuant to the petition method, and incorporating the same within the corporate limits thereof, providing for the assumption of existing indebtedness, requiring said property to be assessed and taxed at the same rate and basis as other property within said City, adopting a comprehensive land use plan, and changing the official zoning map of the City to the regular Council meeting for consideration.



# WASHINGTON STATE BOUNDARY REVIEW BOARD FOR YAKIMA COUNTY

128 North Second Street  
Fourth Floor Courthouse  
Yakima, Washington 98901

(509) 574-2300 • FAX (509) 574-2301

November 27, 2017

Anita Palacios  
City of Grandview  
207 W. Second Street  
Grandview, WA 98930



RE: File No. BRB 2017-00008 – Port of Grandview & Higgins Family Annexation

Dear Ms. Palacios:

This is to notify you that the 45-day filing period lapsed on November 25, 2017 for your "Notice of Intention" on the above annexation. Accordingly, the annexation is deemed approved by the BRB.

In order to complete the final filing process, **PLEASE MAIL OR BRING ME AN ORIGINAL OF YOUR ORDINANCE THAT ANNEXES THIS PROPERTY**, along with the filing fee of \$74.00 for the first page (which is the cover sheet\*) and \$1.00 for each additional page (if check, payable to "Yakima County"). The Auditor's Office has certain requirements\*\* for recording documents (i.e. original signature & seal pages, with a 1" margin on all sides). Be sure the final ordinance meets those requirements, including:

- Effective date of annexation
- Initiator's seal and notarized
- A map of the annexation area
- Signed and dated final approval of the legal description by the Engineering Services Manager from the Public Works Department.

Remember to include your cover sheet\* for filing purposes, which includes all parcel numbers and indicates this Return Address at the top: Yakima County Planning, 4<sup>th</sup> floor, ATTN: BRB Clerk.

**I will record the ordinance with the County Auditor** and distribute copies to agencies. The original recorded ordinance will be returned to you within a week after it has been microfilmed and checked. If you have any questions, please give me a call.

Sincerely,

*Phil Hoge*  
Phil Hoge  
Chief Clerk of the Board

\*Auditor's cover sheet template: <http://www.yakimacounty.us/DocumentCenter/View/8163>  
\*\*Auditor's requirements: <http://www.yakimacounty.us/266/Documentation-Standardization-Guide>  
enclosure: WSDOT comments letter

*Yakima County ensures full compliance with Title VI of the Civil Rights Act of 1964 by prohibiting discrimination against any person on the basis of race, color, national origin, or sex in the provision of benefits and services resulting from its federally assisted programs and activities. For questions regarding Yakima County's Title VI Program, you may contact the Title VI Coordinator at 509-574-2300.*

*If this letter pertains to a meeting and you need special accommodations, please call us at 509-574-2300 by 10:00 a.m. three days prior to the meeting. For TDD users, please use the State's toll free relay service 1-800-833-6388 and ask the operator to dial 509-574-2300.*

ORDINANCE NO. 2017-\_\_\_

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON, PROVIDING FOR THE ANNEXATION OF PROPERTY KNOWN AS THE PORT OF GRANDVIEW & HIGGINS FAMILY ANNEXATION TO THE CITY OF GRANDVIEW PURSUANT TO THE PETITION METHOD, AND INCORPORATING THE SAME WITHIN THE CORPORATE LIMITS THEREOF, PROVIDING FOR THE ASSUMPTION OF EXISTING INDEBTEDNESS, REQUIRING SAID PROPERTY TO BE ASSESSED AND TAXED AT THE SAME RATE AND BASIS AS OTHER PROPERTY WITHIN SAID CITY, ADOPTING A COMPREHENSIVE LAND USE PLAN, AND CHANGING THE OFFICIAL ZONING MAP OF THE CITY**

**WHEREAS**, the City of Grandview, Washington received a petition for annexation, known as the Port of Grandview & Higgins Family Annexation, of certain real property pursuant to RCW 35A.14.120, a legal description of which is attached hereto on Exhibit "A"; and

**WHEREAS**, that said petition set forth the fact that the City Council of the City of Grandview required the assumption of City indebtedness by the area requesting to be annexed; and

**WHEREAS**, prior to filing of said petition, the City Council had indicated a tentative approval of said annexation; and

**WHEREAS**, petitioners further understood the proposed zoning of said area proposed for annexation would be M-1 Light Industrial zoning for Parcel No. 230910-33001; and

**WHEREAS**, notices of hearing before the Hearing Examiner and the City Council were published in the manner as provided by law; and

**WHEREAS**, all property within the territory so annexed shall be subject to and is a part of the Comprehensive Plan of the City of Grandview as presently adopted or as is hereafter amended; and

**WHEREAS**, the Council of the City of Grandview has determined that the best interests and general welfare of the city would be served by the annexation; and

**WHEREAS**, prior to the City Council taking final action, the City Clerk submitted a "Notice of Intention" to the Yakima County Boundary Review Board pursuant to RCW 36.93.090; and

**WHEREAS**, on November 27, 2017, the Yakima Boundary Review Board notified the City that the 45-day review period lapsed on the "Notice of Intention" and the annexation was deemed approved by the Boundary Review Board,

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF GRANDVIEW DO ORDAIN, as follows:**

**SECTION 1.** There has been filed with the City Council of the City of Grandview, a petition in writing signed by property owners owning a majority of the assessed value of the property proposed for annexation hereinafter described on Exhibit "A"; that said petition set forth the fact that the City Council of the City of Grandview required the assumption of City indebtedness by the area requesting to be annexed; that prior to filing of said petition, the City Council had on August 8, 2017 agreed to consider the annexation as proposed in the Letter of Intent; and that petitioners further understood the proposed zoning of said area proposed for annexation would be M-1 Light Industrial zoning for Parcel No. 230910-33001.

**SECTION 2.** September 6, 2017 was set as the date for the open record public hearing before the Hearing Examiner and September 26, 2017 was set as the date for the closed record public hearing on said petition before the Grandview City Council; notice of such hearings were published in the Daily Sun News, a newspaper of general circulation in the City of Grandview; notice of such hearings was also posted in three public places within the territory proposed for annexation; notice of such hearings was also mailed to owners of property within three hundred feet of the territory proposed for annexation; and said notice specified the time and place of such hearings and invited interested persons to appear and voice approval or disapproval of the annexation.

**SECTION 3.** The territory proposed by said petition to be annexed to the City of Grandview is situated in the County of Yakima in the State of Washington, is contiguous, approximate and adjacent to the present corporate limits of said City, and is more particularly described in Exhibit "A," which is attached hereto and incorporated in full by this reference.

**SECTION 4.** The territory set forth in this ordinance and for which said petition for annexation as filed should be and is hereby made a part of the City of Grandview.

**SECTION 5.** Pursuant to the terms of the annexation petition, all property within this territory annexed hereby shall be assessed and taxed at the same rate and on the same basis as property within the City, including assessment or taxes in payment of any bonds issued or debts contracted prior to or existing at the date of annexation.

**SECTION 6.** All property within the territory so annexed shall be subject to and a part of the Comprehensive Plan of the City of Grandview as presently adopted or as is hereafter amended.

**SECTION 7.** All property within the territory so annexed shall be and hereby is zoned M-1 Light Industrial zoning for Parcel No. 230910-33001.

**SECTION 8.** This ordinance shall take effect and be in full force five (5) days after its passage and publication as provided by law.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on \_\_\_\_\_, 2017.

**MAYOR**

\_\_\_\_\_  
**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**CITY ATTORNEY**

**PUBLICATION:**  
**EFFECTIVE:**

**EXHIBIT "A"**

**City of Grandview  
Port of Grandview/Lois Higgins Family, LLC Annexation  
HLA Project#17007  
July 17, 2017**

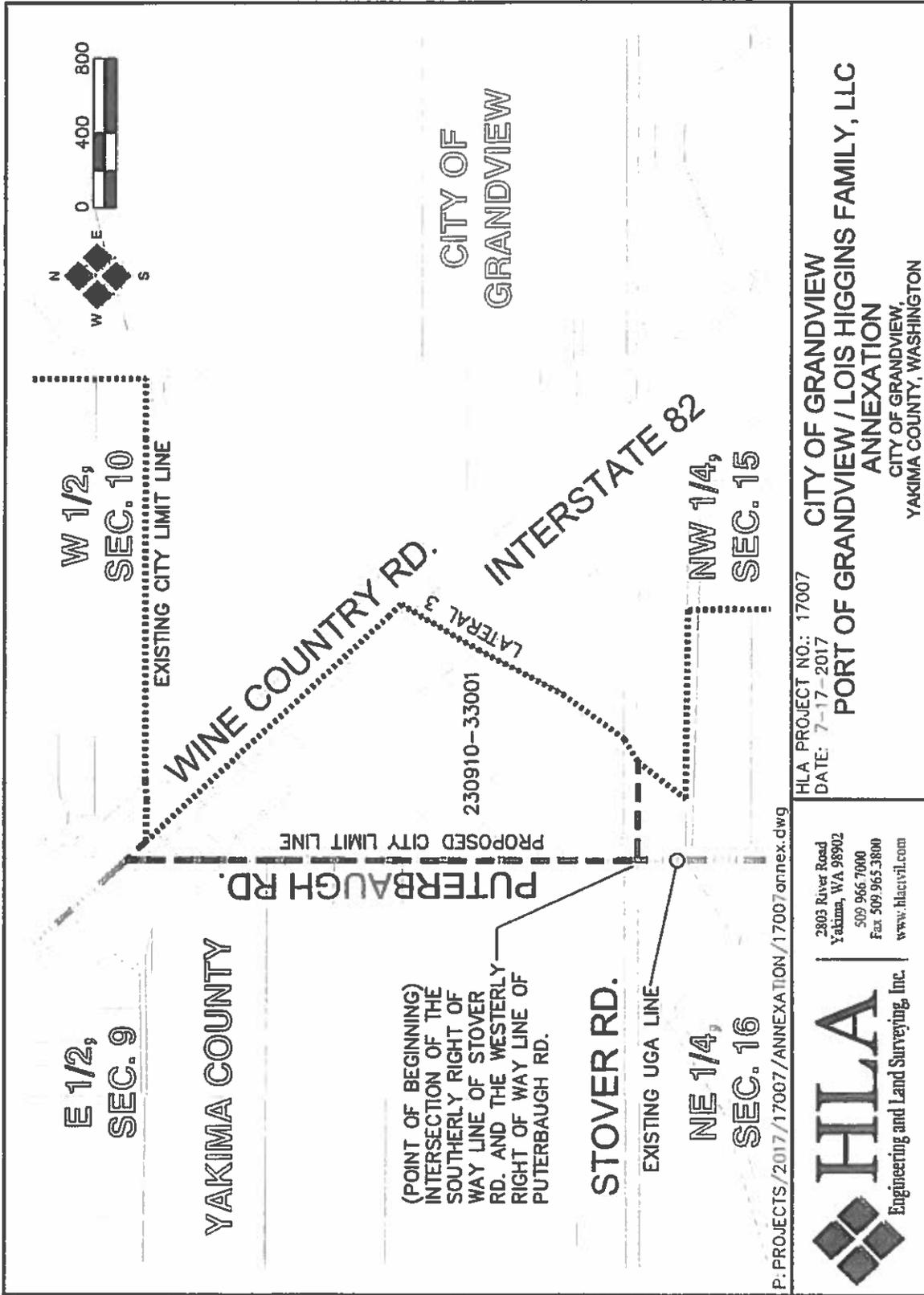
**Annexation Area**

That part of the East half of Section 9, the West half of Section 10, the Northwest quarter of Section 15 and the Northeast quarter of Section 16, Township 9 North, Range 23 East, W.M., described as follows:

Beginning at the intersection of the Southerly right of way line of Stover Road and the Westerly right of way line of Puterbaugh Road;  
Thence East along said Southerly right of way line of Stover Road to the Easterly right of way line of Drainage District No. 9 Lateral 3;  
Thence Northeasterly along said Easterly right of way line to the Southwesterly right of way line of Wine Country Road;  
Thence Northwesterly along said Southwesterly right of way line to the Northerly extension of the Westerly right of way line of Puterbaugh Road;  
Thence South along said Westerly right of way line and its Northerly extension to the Point of Beginning;

Situate in Yakima County, State of Washington.



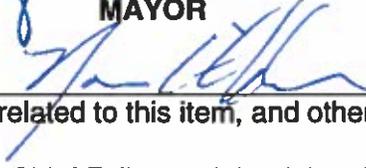


**CITY OF GRANDVIEW  
AGENDA ITEM HISTORY/COMMENTARY  
COMMITTEE-OF-THE-WHOLE MEETING**

<b>ITEM TITLE</b>	<b>AGENDA NO.:</b> New Business 4 (B)
Resolution approving a Memorandum of Agreement by and between the City of Grandview and Teamsters Local No. 760 Police Sergeants-Patrol Regarding Retirement Handgun Retention	<b>AGENDA DATE:</b> December 12, 2017
<b>DEPARTMENT</b>	<b>FUNDING CERTIFICATION</b> (City Treasurer) (If applicable)
Police Department/City Administrator/Legal	

**DEPARTMENT DIRECTOR REVIEW**

Cus Arteaga, City Administrator 

**CITY ADMINISTRATOR**  **MAYOR** 

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

At the November 14, 2017 C.O.W. meeting, Police Chief Fuller explained that the Police Department currently has pistols set up on a 10-year capital replacement plan. Old pistols were traded in on new replacement pistols. In the past, the vendor then offered to sell the traded-in handguns back to each officer. Most officers chose to purchase their handgun. The pistols currently being carried retailed new for approximately \$850. When the last pistols were traded in, the City was given credit for approximately \$400 each. A police pistol gets more use and wear than a normal handgun and their value depreciates relatively quickly. The last time, the City had officers retire coincided with one of the regular replacement cycles. The retiring officers were able to purchase the firearms they carried as duty firearms. This was a common practice in law enforcement and the ability to retire with the firearm you carried for years on duty was very important to retiring officers and a morale booster for currently employed officers. It was common for that handgun to be passed down to the officer's children. The City has two officers scheduled to retire over the next two years. He requested approval to allow an officer who retires in good standing to be presented with their duty firearm upon retirement at no cost to them. Following discussion, Council directed the City Administrator, City Attorney and Police Chief to draft an agreement to allow an officer to retain his duty firearm upon retirement for consideration at a future meeting.

**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.

Attached is a Memorandum of Agreement between the City and Teamsters Local No. 760 Police Sergeants-Patrol allowing an officer with 20 years of service to the Grandview Police Department to keep their service handgun following retirement. The Memorandum of Agreement was prepared by the City Attorney and reviewed by the Teamsters Representative.

**ACTION PROPOSED**

Move a resolution approving a Memorandum of Agreement by and between the City of Grandview and Teamsters Local No. 760 Police Sergeants-Patrol Regarding Retirement Handgun Retention to a regular Council meeting for consideration.

**RESOLUTION NO. 2017-\_\_\_\_\_**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
APPROVING A MEMORANDUM OF AGREEMENT BY AND BETWEEN THE CITY OF  
GRANDVIEW AND TEAMSTERS LOCAL NO. 760 POLICE SERGEANTS-PATROL  
REGARDING RETIREMENT HANDGUN RETENTION**

**WHEREAS**, the City of Grandview and the Teamsters Local No. 760 negotiated and agreed upon language allowing an officer with 20 years of service to the Grandview Police Department to keep their service handgun following retirement; and

**WHEREAS**, the parties have come to an agreement which has been reduced to writing; and

**WHEREAS**, the approval of said Memorandum of Agreement is in the best interest of the citizens of the City of Grandview,

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

The Memorandum of Agreement by and between the City of Grandview and Teamsters Local No. 760 Police Sergeants-Patrol allowing an officer with 20 years of service to the Grandview Police Department to keep their service handgun following retirement is hereby approved; and

**BE IT FURTHER RESOLVED** that the Mayor is hereby authorized to sign the Memorandum of Agreement, a copy of which is attached hereto and incorporated herein by reference.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on \_\_\_\_\_, 2017.

**MAYOR**

\_\_\_\_\_  
**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**CITY ATTORNEY**

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) is entered into by and between the City of Grandview (hereinafter referred to as City) and the Teamsters Local No. 760 (hereinafter referred to as Union).

The purpose of this MOA is to modify Article 20 of the CBA to include negotiated and agreed-upon language allowing an officer with 20 years of service to the Grandview Police Department to keep their service handgun following retirement.

The CITY and the UNION agree to the following amendments to the current January 1, 2013, to December 31, 2018, CBA provisions:

### 1. ARTICLE 20 – UNIFORMS, EQUIPMENT & SAFETY

- 20.1 The Employer shall provide all regular employees with the required uniforms and equipment needed in the performance of his duties as determined by the Employer. In addition, the Employer shall also provide normal cleaning up to two (2) uniforms per week or additional cleaning to include extraordinary circumstances and maintenance & repair of items damaged or worn through normal use in the performance of departmental duties.
- 20.2 All protective clothing and safety equipment required of employees in the performance of their duties shall be purchased by and remain the property of the Employer. Upon quitting or discharge, all property of the Employer shall be returned to the Police Chief or his designee.
- 20.3 It shall be the responsibility of all employees to represent the City to the public in a manner which shall be courteous, efficient, and helpful. Personal appearance shall always be neat, with clean clothing and with hair and beards trimmed, in accordance with the Police Department Procedure Manual.
- 20.4 The Employer recognizes the need for the development of safe working practices for every employee and desires to promote on-the-job safety, encouraging the proper design and use of buildings, equipment and other devices. Safety equipment and clothing supplied by the Employer should be utilized by employees while engaged in all duties for the City of Grandview where practical or as directed by the Chief or his representative, and as prescribed by State and Federal laws regarding safety.
- 20.5 An officer in good standing who retires with more than 20 years of service may be allowed to keep a regular duty handgun that was assigned to him during that period. An award of a handgun shall only include one handgun that was assigned to that officer. At the City's discretion, a handgun

awarded to a retiring officer under this section may or may not be the handgun assigned to the officer at the time of his or her retirement. This provision is subject to and does not limit the City Council's authority to declare, and to decline to declare, any item of City property, including a handgun, to be surplus property of the City. Any transfers shall comply with any state or federal firearms laws applicable at that time.

2. This MOA shall be effective upon signature by all parties.
3. This Agreement may be executed in counterpart and, when signed by all parties, shall be binding upon the parties. Transmission of this Agreement by email attachment (.pdf) and/or facsimile machine showing the original signature of a party shall be considered an original signature and be binding upon the signatory party. Triplicate originals of this Agreement shall be circulated for signature by all parties, so that each party has an original of this Agreement showing signatures of all parties.

**City of Grandview:**

**Teamsters Local Union No. 760**

\_\_\_\_\_  
Mayor Norm Childress

\_\_\_\_\_  
Leonard Crouch, Secretary-Treasurer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Represented by:

\_\_\_\_\_  
Quinn Plant,  
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 2019 Overlay Project, Multiple Locations, TIB Project Number 3-E-183(007)-1 East Wine Country Road from SVID canal crossing to east City limits

**AGENDA NO.:** New Business 4 (C)

**AGENDA DATE:** December 12, 2017

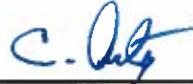
**DEPARTMENT**

Public Works Department

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

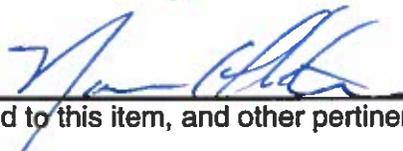
**DEPARTMENT HEAD REVIEW**

Cus Arteaga, City Administrator/Public Works Director

  
**MAYOR**

**CITY ADMINISTRATOR**





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

The City submitted a Transportation Improvement Board (TIB) grant funding application to the 2017 Arterial Preservation Program in the amount of \$707,013 for a grind and overlay of West Fifth Street from Euclid to Grandridge and East Wine Country Road from SVID canal crossing to east City limits.

**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 17, 2017, the City was awarded FY 2019 Overlay Project funding from the Washington State Transportation Improvement Board (TIB) in the amount of \$310,617 for the East Wine Country Road from SVID canal crossing to east City limits grind and overlay project. The City will be required to provide a 10% local match in the amount of \$34,513 which will be funded through the Transportation Benefit District. The project is scheduled for construction in the spring of 2018. Attached is the Fuel Tax Grant Agreement with TIB grant that will require Council approval.

Unfortunately, the West Fifth Street from Euclid to Grandridge section was not funded.

**ACTION PROPOSED**

Move a resolution authorizing the Mayor to sign the Washington State Transportation Improvement Board Fuel Tax Grant Agreement for the FY 2019 Overlay Project, Multiple Locations, TIB Project Number 3-E-183(007)-1 East Wine Country Road from SVID canal crossing to east City limits to a regular Council meeting for consideration.



# Washington State Transportation Improvement Board

November 17, 2017

## TIB Members

Chair  
Commissioner Richard Stevens  
Grant County

Vice Chair  
Mayor Patty Lent  
City of Bremerton

Amy Asher  
RiverCities Transit

Aaron Butters, P.E.  
HW Lochner Inc.

Jeff Carpenter, P.E.  
WSDOT

Barbara Chamberlain  
WSDOT

Elizabeth Chamberlain  
City of Walla Walla

Commissioner Terri Drexler  
Mason County

Gary Ekstedt, P.E.  
Yakima County

Mayor Glenn Johnson  
City of Pullman

John Klekotka, P.E.  
Port of Everett

Commissioner Robert Koch  
Franklin County

John Koster  
County Road Administration Board

Colleen Kuhn  
Human Services Council

Mayor Ron Lucas  
Town of Steilacoom

Mick Matheson, P.E.  
City of Mukilteo

E. Susan Meyer  
Spokane Transit Authority

Laura Philpot, P.E.  
City of Maple Valley

David Ramsay  
Feet First

Martin Snell  
Clark County

Ashley Probart  
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 2019 Overlay Project, Multiple Locations, TIB project number 3-E-183(007)-1.

Total TIB funds for this project are \$310,617. Arterial Preservation Program (APP) funding is appropriated by the Legislature for the biennium. APP Projects proceeding to construction after June 30, 2019 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;
- 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 17, 2018 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](mailto:ChristaD@TIB.wa.gov).

Sincerely,

  
Ashley Probart  
Executive Director

Enclosures

**RESOLUTION NO. 2017-\_\_\_\_\_**

**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 2019 OVERLAY PROJECT 3-E-183(007)-1 EAST WINE COUNTRY  
ROAD FROM SVID CANAL CROSSING TO EAST CITY LIMITS**

**WHEREAS**, the City of Grandview has been selected by the Washington State Transportation Improvement Board to receive TIB funds in the amount of \$310,617 for the FY 2019 Overlay Project on East Wine Country Road from the SVID canal crossing to the east City limits, and

**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 2019 Overlay Project 3-E-183(007)-1 East Wine Country Road from SVID canal crossing to east City limits.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on \_\_\_\_\_, 2017.

**MAYOR**

\_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**CITY ATTORNEY**



City of Grandview  
3-E-183(007)-1  
FY 2019 Overlay Project  
Multiple Locations

STATE OF WASHINGTON  
TRANSPORTATION IMPROVEMENT BOARD  
AND  
City of Grandview  
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the FY 2019 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 \$310,617 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

Arterial Preservation Program (APP)  
**Approved Segment Listing**

**GRANDVIEW**

FY 2019 Overlay Program

Street	Termini	Pavement Length	Pavement Width
<b>Wine Country Road</b>	Canal Crossing to east side of Bleyhl	<b>1,150 feet</b>	<b>33 feet</b>
<b>Wine Country Road</b>	McCreadie Road to City Limits	<b>1,900 feet</b>	<b>28 feet</b>



**Transportation Improvement Board  
Project Funding Status Form**

Agency: **GRANDVIEW**  
Project Name: **FY 2019 Overlay Project  
Multiple Locations**

TIB Project Number: **3-E-183(007)-1**

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	34,513	
WSDOT	0	
Federal Funds	0	
<b>TOTAL LOCAL FUNDS</b>	<b>34,513</b>	

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 \_\_\_\_\_

TIB Project Funding Status Form



# YAKIMA VALLEY CONFERENCE OF GOVERNMENTS

311 North 4th Street, Suite 204 • Yakima, Washington 98901  
509-574-1550 • FAX 574-1551  
website: [www.yvcog.org](http://www.yvcog.org)

## MEMORANDUM



TO: YVCOG Member Jurisdictions

FROM: Lauris C. Mattson  
Executive Director

DATE: November 28, 2017

RE: 2018 YVCOG General Membership  
Member and Alternate Designation

It is time once again to appoint members and alternates to represent your community as voting members of the YVCOG General Membership. As outlined in Article IV of the YVCOG Articles of Association, and according to the YVCOG Bylaws, these appointments shall be submitted to the YVCOG Chair ten (10) days prior to the annual meeting, which will fall on Wednesday, January 17, 2018.

Members and Alternates must be chosen from elected officials. However, the legislative bodies of towns or code cities with populations under 3,000 are entitled to appoint an employee of the city empowered to vote by proxy in the event their regular representative or alternate cannot attend a meeting.

**Please complete the attached form and return to our office at 311 N. 4<sup>th</sup> Street, Suite 204, Yakima, WA 98901, or FAX to 509-574-1551 no later than January 5, 2018.**

Thank you.

LCM:tdh  
Enclosure

## MEMBER JURISDICTIONS

Grandview • Granger • Harrah • Mabton • Moxee • Naches • Selah  
Sunnyside • Tieton • Toppenish • Union Gap • Wapato • Yakima • Yakima County • Zillah

# 23

CITY OF GRANDVIEW

2018 YVCOG GENERAL MEMBERSHIP MEMBERS AND ALTERNATES

As outlined in the attached cover letter, please list below the name, Mailing Address, telephone number(s) and email Mailing Address of the members and alternates appointed to represent your community as voting members of the YVCOG General Membership in 2018. Please return this form to the YVCOG no later than January 5, 2018:

Yakima Valley Conference of Governments  
311 North 4<sup>th</sup> Street, Suite 204  
Yakima, WA 98901  
Fax 574-1551 - Email: tamara.hayward@yvcog.org

**VOTING REPRESENTATIVE (Elected Official):**

(1) \_\_\_\_\_  
Name Mailing Address  
\_\_\_\_\_  
Phone (work and home) City/Town Zip  
\_\_\_\_\_  
Email

**VOTING ALTERNATE (Elected or Appointed Official):**

(1) \_\_\_\_\_  
Name Mailing Address  
\_\_\_\_\_  
Phone (work and home) City/Town Zip  
\_\_\_\_\_  
Email

**PLANNING COMMISSION MEMBER:**

(1) \_\_\_\_\_  
Name Mailing Address  
\_\_\_\_\_  
Phone (work and home) City/Town Zip  
\_\_\_\_\_  
Email \_\_\_\_\_