

**GRANDVIEW CITY COUNCIL
COMMITTEE-OF-THE-WHOLE
MEETING AGENDA
TUESDAY, SEPTEMBER 26, 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. Public Hearing – Amendment to the 2017-2022 Six-Year Transportation Improvement Program to include the Preliminary Engineering Phase of the Elm and Fir Street Sidewalk Improvement project, and to include the Construction Phase of the same project in the 2018-2023 Six-Year Transportation Improvement Program 1-2
 - B. Resolution authorizing the Mayor to sign the Local Programs State Funding Agreement and Local Agency Federal Aid Project Prospectus with the Washington State Department of Transportation for the Elm Street and Fir Street Sidewalk Improvements – 2017 Safe Routes to School Program State Funding 3-16
 - C. Resolution authorizing the Mayor to sign a Public Defender Agreement for conflict indigent defense counsel with Hansen Law, PLLC 17-32
 - D. Resolution authorizing the Mayor to sign a Mutual Aid Agreement with West Benton Regional Fire Authority 33-37
 - E. Ordinance amending the 2017 Annual Budget 38-43
 - F. Resolution accepting the West Fifth Street Resurfacing Improvements as complete 44-53
 - G. Consideration of Council Hearings on Budget (Councilmember Everett) 54
 - H. Free Little Library (Councilmember Souders) 55-62
- 5. OTHER BUSINESS**
- 6. ADJOURNMENT**



**NOTICE OF PUBLIC HEARING
SEPTEMBER AMENDMENT TO THE 2017-2022 SIX-YEAR
TRANSPORTATION IMPROVEMENT PROGRAM
AND
2018-2023 SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM**

NOTICE IS HEREBY GIVEN that the City Council of the City of Grandview, Washington, will conduct a public hearing on **TUESDAY, SEPTEMBER 26, 2017, at 6:00 p.m.**, in the City Hall Council Chambers, 207 West 2nd Street, Grandview, Washington 98930, to receive comments on an amendment to the 2017-2022 Six-Year Transportation Improvement Program to include the Preliminary Engineering Phase of the Elm and Fir Street Sidewalk Improvement project, and to include the Construction Phase of the same project in the 2018-2023 Six-Year Transportation Improvement Program.

All persons are invited to appear and to provide comments on these actions. Please contact the City Clerk, at the above address or by telephone 509-882-9200 between 8 a.m. and 5 p.m., no less than five (5) days prior to the hearing if you have special facility needs. If you are unable to attend the public hearing, written comments will be received until 5:00 p.m. the day of the hearing at the above address and will be entered into the record.

CITY OF GRANDVIEW

Anita G. Palacios, MMC
City Clerk

Publish: Daily Sun News – September 1 & 8, 2017

**CITY OF GRANDVIEW
CITY COUNCIL**

PUBLIC HEARING PROCEDURE

THE FOLLOWING PROCEDURE IS USED BY THE GRANDVIEW CITY COUNCIL TO MEET APPEARANCE OF FAIRNESS REQUIREMENTS:

MAYOR

1. The public hearing for the purpose of receiving comments on an amendment to the 2017-2022 Six-Year Transportation Improvement Program to include the Preliminary Engineering Phase of the Elm and Fir Street Sidewalk Improvement project, and to include the Construction Phase of the same project in the 2018-2023 Six-Year Transportation Improvement Program is now open.
2. Before hearing from the public, City Administrator/Public Works Director Cus Arteaga will present the staff report.
3. Public comments will now be received. When you address the Council, begin by stating your name and address for the record.
4. Comments received by mail will now be entered in the record. The City Clerk will read any received.
5. The public testimony portion of this hearing is now closed. No further comments will be received.

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

ITEM TITLE

Resolution authorizing the Mayor to sign the Local Programs State Funding Agreement and Local Agency Federal Aid Project Prospectus with the Washington State Department of Transportation for the Elm Street and Fir Street Sidewalk Improvements – 2017 Safe Routes to School Program State Funding

AGENDA NO.: New Business 4 (B)

AGENDA DATE: September 26, 2017

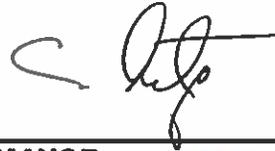
DEPARTMENT

Public Works Department

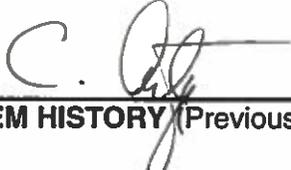
FUNDING CERTIFICATION (City Treasurer)
(If applicable)

DEPARTMENT HEAD REVIEW

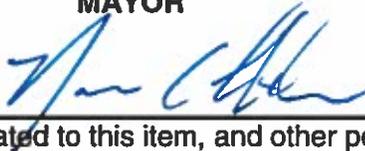
Cus Arteaga, City Administrator/Public Works Director



CITY ADMINISTRATOR



MAYOR



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

On June 21, 2017, the City was awarded the 2017 Safe Routes to School Program State Funding in the amount of \$354,864 from the Washington State Department of Transportation for the Elm Street and Fir Street Sidewalk Improvements.

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.

In order to secure the design funds for this project, the City must execute the Local Programs State Funding Agreement and Local Agency Federal Aid Project Prospectus with the Washington State Department of Transportation.

The Local Programs State Funding Agreement for the design portion identifies a \$53,160 project with a City match of \$10,474 provided from the Transportation Benefit District (TBD) budget.

ACTION PROPOSED

Move a resolution authorizing the Mayor to sign the Local Programs State Funding Agreement and Local Agency Federal Aid Project Prospectus with the Washington State Department of Transportation for the Elm Street and Fir Street Sidewalk Improvements – 2017 Safe Routes to School Program State Funding to the regular Council meeting for consideration.

RESOLUTION NO. 2017-_____

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN THE LOCAL PROGRAMS STATE FUNDING
AGREEMENT AND LOCAL AGENCY FEDERAL AID PROJECT PROSPECTUS
WITH THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
FOR THE ELM STREET AND FIR STREET SIDEWALK IMPROVEMENTS –
2017 SAFE ROUTES TO SCHOOL PROGRAM STATE FUNDING**

WHEREAS, the Washington State Department of Transportation has awarded the 2017 Safe Routes to School Program State Funding to the City for the Elm Street and Fir Street Sidewalk Improvements; and,

WHEREAS, the City must execute the Local Programs State Funding Agreement and Local Agency Federal Aid Project Prospectus with the Washington State Department of Transportation in order to secure 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 Local Programs State Funding Agreement and Local Agency Federal Aid Project Prospectus with the Washington State Department of Transportation in the forms as are attached hereto and incorporated herein by reference for the Elm Street and Fir Street Sidewalk Improvements.

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

H



**Washington State
Department of Transportation**

Local Programs State Funding Agreement Work by Public Agencies		Agency and Address City of Grandview 207 W. Second St. Grandview, WA 98930
Agreement Number	Maximum Amount Authorized 354,864.00	Location and Description of Work (See also Exhibit "A") Construct curb and gutter, sidewalk, pathway, storm drainage, crosswalks, and speed feedback signs near Smith Elementary and Grandview Adventist Jr. Academy.
Participating Percentage 100.00%	Project Number	

This AGREEMENT is made and entered into this _____ day of _____, 2017 between the STATE OF WASHINGTON, Department of Transportation, acting by and through the Secretary of Transportation, hereinafter called the "STATE," and the above named organization, hereinafter call the "AGENCY."

WHEREAS, the AGENCY is planning the work shown above, and in connection therewith, the AGENCY has requested financial assistance for the project or program, and

WHEREAS, the AGENCY has requested funds for the above shown project or program, which has been selected by the STATE for funding assistance.

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREE AS FOLLOWS:

Type of Work		Estimate of Funding		
		(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated State Funds
PE	a. Agency	42,686.00		42,686.00
	b. Other Non-Participating	10,474.00	10,474.00	
	c. Other			
	d. State			
	e. Total PE Cost Estimate (a+b+c+d)	\$ 53,160.00	\$ 10,474.00	\$ 42,686.00
Right of Way	f. Agency			
	g. Other			
	h. Other			
	i. State			
	J. Total R/W Cost Estimate (f+g+h+i)	\$ 0.00	\$ 0.00	\$ 0.00
Construction	k. Contract			
	l. Other			
	m. Other			
	n. Other			
	o. Agency			
	p. State			
	q. Total CN Cost Estimate (k+l+m+n+o+p)	\$ 0.00	\$ 0.00	\$ 0.00
r. Total Project Cost Estimate (e+j+q)	\$ 53,160.00	\$ 10,474.00	\$ 42,686.00	

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**I
General**

The AGENCY agrees to perform the above described work in accordance with the Project Application attached hereto as "Exhibit A" and made a part of this AGREEMENT.

Plans, specifications, and cost estimates shall be prepared by the AGENCY in accordance with the current State of Washington Standard Specifications for Road, Bridge, and Municipal Construction and adopted design standards, unless otherwise noted. The AGENCY will incorporate the plans and specifications into the AGENCY's project and thereafter advertise the resulting project for bid and, assuming bids are received and a contract is awarded, administer the contract, or if the project is of a size which the AGENCY is authorized to perform with its own forces under the laws of the State of Washington, the AGENCY may proceed with its own forces.

All work performed under this AGREEMENT shall comply with the applicable provisions of state law.

**II
Payment**

The STATE, in consideration of the faithful performance of the work to be performed by the AGENCY, agrees to reimburse the AGENCY for the percentage of the actual direct and related indirect cost of the work shown above, up to the "MAXIMUM AMOUNT AUTHORIZED". The agency will comply with Governmental Accounting Auditing and Financial Reporting Standards and applicable state law and local regulations, policies and procedures. No payment will be made for work done prior to execution of this AGREEMENT.

Partial payments shall be made by the STATE, upon request of the AGENCY, to cover costs incurred. These payments are not to be more frequent than one (1) per month. It is agreed that any such partial payment will not constitute agreement as to the appropriateness of any item and that, at the time of the final audit, all required adjustments will be made and reflected in a final payment. The AGENCY agrees to submit a final bill to the STATE within forty-five (45) days after the AGENCY has completed work.

The AGENCY agrees that all costs in excess of the amount authorized and the AGENCY's matching funds shall be the responsibility of the AGENCY.

**III
Audit**

The AGENCY agrees that an audit may be conducted by the STATE. During the progress of the work and for a period not less than three (3) years from the date of final payment to the AGENCY, the records and accounts pertaining to the work and accounting thereof are to be kept available for inspection and audit by the STATE and copies of all records, accounts, documents, or other data pertaining to the project will be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the three-year retention period.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year last written below.

AGENCY

By: _____

Title: Mayor

Date: _____

**IV
Legal Relations**

No liability shall attach to the AGENCY or the STATE by reason of entering into this AGREEMENT except as expressly provided herein.

**V
Nondiscrimination**

The AGENCY agrees to comply with all applicable state and federal laws, rules, and regulations pertaining to nondiscrimination and agrees to require the same of all subcontractors providing services or performing any work using funds provided under this AGREEMENT.

**VI
Venue**

For the convenience of the parties to this AGREEMENT, it is agreed that any claims and/or causes of action which the AGENCY has against the STATE, growing out of this AGREEMENT or the project or program with which it is concerned, shall be brought only in the Superior Court for Thurston County.

**VII
Termination**

The Secretary of the Department of Transportation may terminate this AGREEMENT if the funding becomes unavailable or if the Secretary determines that it is in the best interest of the STATE.

**VIII
Final Report and Final Inspection**

Within ninety (90) days following the completion of the project and submission of the final billing for the project, a final report and/or final inspection shall be submitted to the Director, Highways & Local Programs containing the following information:

Non-Capital Projects

1. A description of the project or program.
2. A summary of actual costs of the project or program.
3. An evaluation of the project or program. This should address aspects such as transportation and/or other benefits to the public.

Capital Projects

1. A final inspection is required.

**IX
Supplement**

This agreement may be modified or supplemented only in writing by parties.

STATE

By: _____
Director, Local Programs

Date: _____

b



**Local Agency Federal Aid
Project Prospectus**

Prefix	Route	()	Date	9/13/17
Federal Aid Project Number			DUNS Number	038520482
Local Agency Project Number		(WSDOT Use Only)	Federal Employer Tax ID Number	916001437

Agency City of Grandview	CA Agency <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Program Title <input type="checkbox"/> 20.205 <input checked="" type="checkbox"/> Other	
Project Title Elm Street and Fir Street Sidewalk Improvements	Start Latitude N 46.25861 End Latitude N 46.25125	Start Longitude W 119.894572 End Longitude W 119.889208	
Project Termini From-To Bonnieview Road Highland Dr.	Nearest City Name Grandview	Project Zip Code (+4) 98930-1360	
Begin Mile Post	End Mile Post	Length of Project 2,500 feet	Award Type <input checked="" type="checkbox"/> Local <input type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad
Route ID	Begin Mile Point	End Mile Point	City Number 0515 County Number 39 County Name Yakima
WSDOT Region South Central Region	Legislative District(s) 15	Congressional District(s) 4	Urban Area Number 31

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	State Federal Funds (Nearest Hundred Dollar)	Phase Start Date	
				Month	Year
P.E.	\$53,200	\$10,500	\$42,700	08	2017
R/W					
Const.	\$370,200	\$58,000	\$312,200	06	2018
Total	\$423,400	\$68,500	\$354,900		

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width 36	Number of Lanes 2
---------------------	----------------------

These street have limited and disconnected sidewalk that lead to Smith Elementary and Grandview Adventist Jr. Academy.

Description of Proposed Work

Description of Proposed Work (Attach additional sheet(s) if necessary)

Construct curb and gutter, sidewalk, pathway, storm drainage, crosswalks, and speed feedback signs near Smith Elementary and Grandview Adventist Jr. Academy.

Local Agency Contact Person Cus Arteaga	Title City Administrator	Phone 509-882-9206
Mailing Address 207 W. Second St.	City Grandview	State WA
		Zip Code 98930

Project Prospectus	By _____ Approving Authority
	Title Mayor _____ Date _____

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Agency City of Grandview	Project Title Elm Street and Fir Street Sidewalk Improvmen	Date 9/13/17
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Type of Proposed Work				
Project Type (Check all that Apply)			Roadway Width	Number of Lanes
<input type="checkbox"/> New Construction	<input checked="" type="checkbox"/> Path / Trail	<input type="checkbox"/> 3-R	36	2
<input type="checkbox"/> Reconstruction	<input checked="" type="checkbox"/> Pedestrian / Facilities	<input type="checkbox"/> 2-R		
<input type="checkbox"/> Railroad	<input type="checkbox"/> Parking	<input type="checkbox"/> Other		
<input type="checkbox"/> Bridge				

Geometric Design Data		
Description	Through Route	Crossroad
Federal Functional Classification	<input type="checkbox"/> Urban	<input type="checkbox"/> Principal Arterial
	<input checked="" type="checkbox"/> Rural	<input type="checkbox"/> Minor Arterial
	<input type="checkbox"/> NHS	<input type="checkbox"/> Collector
		<input type="checkbox"/> Major Collector
		<input type="checkbox"/> Minor Collector
	<input checked="" type="checkbox"/> Local Access	<input checked="" type="checkbox"/> Local Access
Terrain	<input checked="" type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain	<input checked="" type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain
Posted Speed	25	25
Design Speed		
Existing ADT		
Design Year ADT		
Design Year		
Design Hourly Volume (DHV)		

Performance of Work		
Preliminary Engineering Will Be Performed By Consultant	Others 100 %	Agency %
Construction Will Be Performed By Contractor	Contract 100 %	Agency %

Environmental Classification	
<input type="checkbox"/> Class I - Environmental Impact Statement (EIS)	<input checked="" type="checkbox"/> Class II - Categorically Excluded (CE)
<input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement	<input checked="" type="checkbox"/> Projects Requiring Documentation (Documented CE)
<input type="checkbox"/> Class III - Environmental Assessment (EA)	
<input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreements	

Environmental Considerations
05-05 and SEPA checklist will be completed.



Agency City of Grandview	Project Title Elm Street and Fir Street Sidewalk Improven	Date 9/13/17
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Right of Way		
<input checked="" type="checkbox"/> No Right of Way Needed * All construction required by the contract can be accomplished within the exiting right of way.	<input type="checkbox"/> Right of Way Needed	
	<input type="checkbox"/> No Relocation	<input type="checkbox"/> Relocation Required

Utilities	Railroad
<input checked="" type="checkbox"/> No utility work required	<input checked="" type="checkbox"/> No railroad work required
<input type="checkbox"/> All utility work will be completed prior to the start of the construction contract	<input type="checkbox"/> All railroad work will be completed prior to the start of the construction contract
<input type="checkbox"/> All utility work will be completed in coordination with the construction contract	<input type="checkbox"/> All the railroad work will be completed in coordination with the construction contract

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

FAA Involvement
Is any airport located within 3.2 kilometers (2 miles) of the proposed project? Yes No

Remarks

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency City of Grandview

Date

By _____
Mayor/Chairperson

CITY OF GRANDVIEW
ELM STREET AND FIR STREET SIDEWALK IMPROVEMENTS
Engineer's Opinion of Construction Cost

8/25/2017

HLA Project No. 17007G

Item No.	Description	Payment Specification	Unit	Unit Cost	Overall Quantity	Overall Cost
1	Minor Change	1-04.4(1)	FA	\$15,000.00	1	\$15,000.00
2	Mobilization	1-08.7	LS	\$23,000.00	1	\$23,000.00
3	Project Temporary Traffic Control	1-10.5	LS	\$10,000.00	1	\$10,000.00
4	Clearing and Grubbing	2-01.5	LS	\$3,000.00	1	\$3,000.00
5	Unclassified Excavation Incl. Haul	2-03.5	CY	\$12.00	665	\$7,980.00
6	Crushed Surfacing Base Course	4-04.5	TON	\$22.00	270	\$5,940.00
7	Crushed Surfacing Top Course	4-04.5	TON	\$25.00	180	\$4,500.00
8	HMA Cl. 1/2-Inch PG 64-28	5-04.5	TON	\$150.00	130	\$19,500.00
9	Storm Sewer Pipe 12 In. Diam.	7-04.5	LF	\$50.00	40	\$2,000.00
10	Underdrain Pipe Infiltration Trench System 12 In. Diam.	7-04.5	LF	\$100.00	250	\$25,000.00
11	Catch Basin Type 1	7-05.5	EA	\$1,200.00	5	\$6,000.00
12	Pretreatment Manhole 48 In. Diam.	7-05.5	EA	\$8,500.00	4	\$34,000.00
13	Shoring or Extra Excavation	7-08.5	LF	\$1.00	250	\$250.00
14	Adjust Utility		EA	\$400.00	2	\$800.00
15	Landscape Restoration	8-02.5	FA	\$2,500.00	1	\$2,500.00
16	Cement Conc. Traffic Curb and Gutter	8-04.5	LF	\$20.00	1,700	\$34,000.00
17	Cement Conc. Sidewalk 6-Inch Thick	8-14.5	SY	\$60.00	275	\$16,500.00
18	Cement Conc. Sidewalk 4-Inch Thick	8-14.5	SY	\$40.00	877	\$35,080.00
19	Cement Conc. Curb Ramp	8-14.5	EA	\$1,200.00	13	\$15,600.00
20	Permanent Signing	8-21.5	LS	\$15,000.00	1	\$15,000.00
21	Pavement Markings	8-22.5	LS	\$3,500.00	1	\$3,500.00
Subtotal						\$279,150.00
Contingency 15%						\$41,900.00
Total Estimated Construction Cost						\$321,050.00
Design Engineering 15%						\$48,160.00
Construction Engineering 15%						\$48,160.00
Environmental						\$5,000.00
WSDOT Review						\$1,000.00
Total Estimated Project Cost						\$423,370.00

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**Washington State
Department of Transportation**

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47500
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

June 21, 2017

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

**Elm Street and Fir Street Sidewalk Improvements
2017 Safe Routes to School Program
State Funding**

Cus
Dear Mr. Arteaga:

WSDOT is pleased to advise you that the above mentioned project was selected to receive funding through the Safe Routes to School program. The state funding is limited as shown below:

Elm Street and Fir Street Sidewalk Improvements \$354,864
Scope: See attached project summary

✓ 423,370
- 354,864

CITY → 68,506

In order to meet state requirements, the following are required:

- Project expenditures incurred before receiving notice from Local Programs of state fund authorization are not eligible for reimbursement.
- Please refer to the Local Programs web page for detailed authorization information, including: (<http://www.wsdot.wa.gov/localprograms/>)
 - ✓ Local Agency Guidelines (LAG) manual for detailed requirements;
 - ✓ Transportation Improvement Program (TIP) and Statewide Transportation Improvement Program (STIP) amendments, as applicable;
 - ✓ Funding and billing forms;
 - ✓ Quarterly Project Report required to be completed by the end of March, June, September and December each year. To access the database you will need an account name and password. Your account name is **Grandview** and your password is **Grand728**. The password is case sensitive.

TIP
STIP

As a reminder, Local Programs encourages all agencies to submit monthly progress billings to ensure timely reimbursement of eligible expenditures.

For assistance please contact Bill Preston, your Region Local Programs Engineer, at 509.577.1780.

Sincerely,

Stephanie Tax
Interim Director
Local Programs

SJT:sas

cc: Larry Mattson, Executive Director, YVCOG
Bill Preston, South Central Region Local Programs Engineer

11

Project Summary

Program: Safe Routes to School

Date: June 2017

Agency: City of Grandview

Project Title: Elm Street and Fir Street Sidewalk Improvements

Project Description: The project includes curb, gutter, sidewalk, pedestrian path, storm water drainage, crosswalks, and speed feedback signs

Detailed Project Description:

Elm Street

1. Narrow the travel lane and install approximately 600 linear ft of 6 ft sidewalk, curb and gutter on the west side of Elm St between Bonnieview Rd to Wine Country Rd
2. Install ADA curb ramps for the new sidewalk on North Elm St at Wine Country Road, Washington St, Adams St and Bonnieview Rd
3. Install crosswalk marking at Washington St, Adams St and Bonnieview Rd
4. Install "School Zone 20 MPH" Signs with high visibility flags on the north and south side of the school zone
5. Install a solar-powered permanent speed feedback sign on the north and south side of the school zone

Fir Street

1. Install approximately 600 linear feet of 8 ft sidewalk, curb and gutter, on east side of Fir St. between Wine Country Rd. and E. 4th St.
2. Install approximately 400 linear feet of 6 ft neighborhood pathway
3. Install/replace 8 ADA curb ramps for the new and existing sidewalks
4. Install "School Zone 20 MPH" Signs with high visibility flags on the north and south side of the school zone
5. Install a solar-powered permanent speed feedback sign on the north and south side of the school zone

Project Schedule:

Begin PE	8/17
NEPA/SEPA Kick Off	9/17
Environmental Documents Approved	3/18
Right-of-Way Started	N/A
Right of Way Complete (certification)	N/A
Geometric/30% Design Complete	11/17
Estimated Contract Ad	5/18
Estimated Contract Award Date	6/18
Open to Public (operationally complete)	9/18

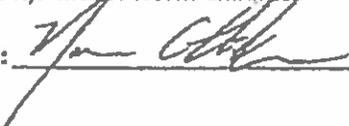
Project Cost and Award Amount:

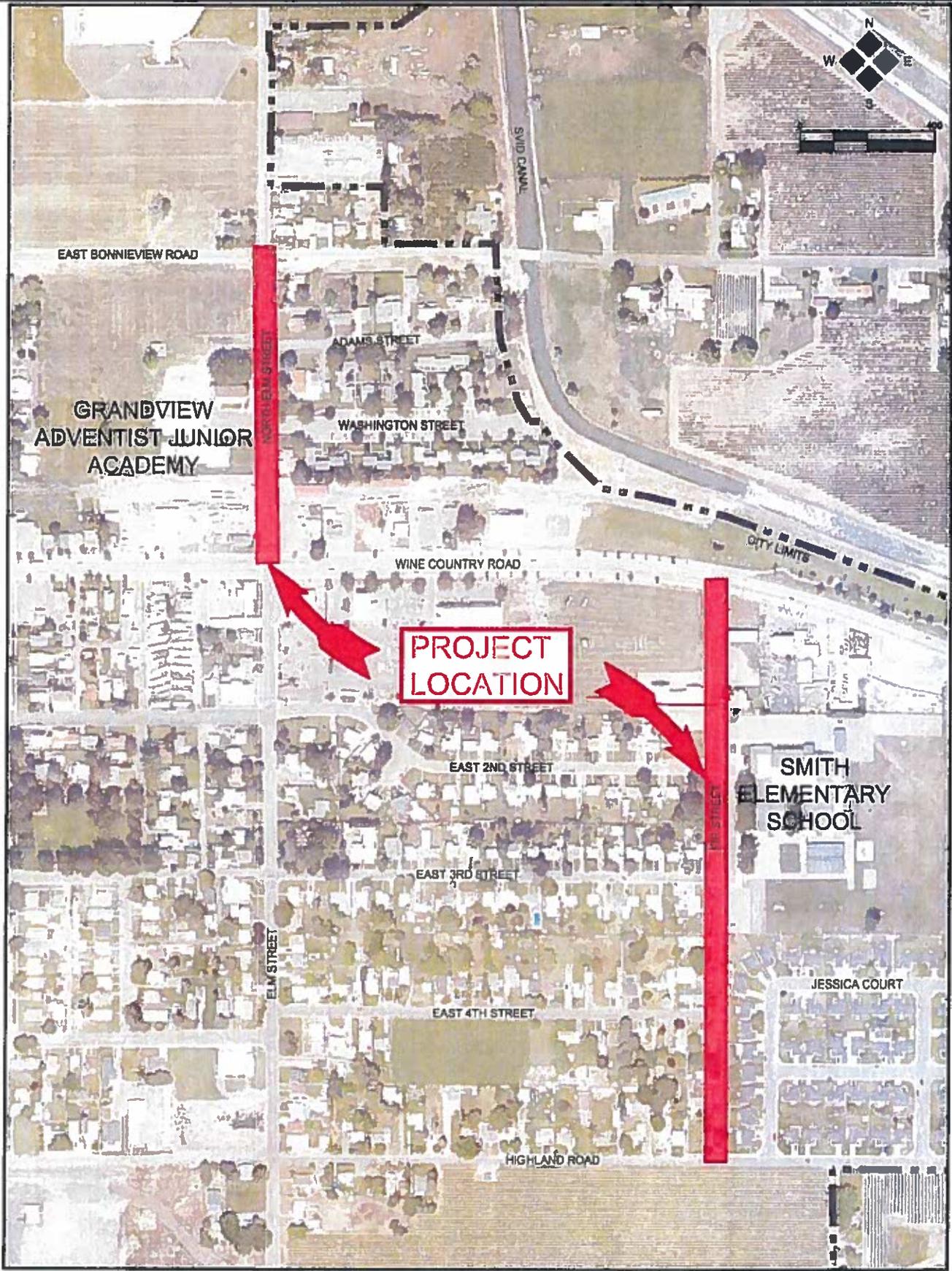
Phase	Total Project Cost	Amount Requested	Amount Awarded
Preliminary Engineering	\$53,160	\$42,686	\$42,686
Right-of-Way	\$0	\$0	\$0

Construction	\$370,210	\$312,178	\$312,178
Education/Encouragement	\$0	\$0	\$0
Total	\$423,370	\$354,864	\$354,864

If you agree to the project summary described above, please sign below and return to Charlotte Claybrooke, claybrc@wsdot.wa.gov.

Approving Authority Name (Print): Mayor Norm Childress

Approving Authority Signature:  Date: 5/15/12



HLA

Engineering and Land Surveying, Inc.

2803 River Road
 Yakima, WA 98902
 509.966.7000
 Fax 509.965.3800
 www.hlacivil.com

CITY OF GRANDVIEW
ELM ST AND FIR ST IMPROVEMENTS
VICINITY MAP

M



Six Year Transportation Improvement Program From 2018 to 2023

Agency: Grandview
 County: Yakima
 MPO/RTPO: YVCOG

N Inside

Y Outside

Functional Class	07	Priority Number	10	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
				Elm Street and Fir Street Sidewalk Improvements Bonnieview Road to Highland Drive Construct curb and gutter, sidewalk, pathway, storm drainage, crosswalks, and speed feedback signs near Smith Elementary and Grandview Adventist Jr. Academy.	WA-10750					28	0	0.500 CE		No

Funding		Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	CN	2018				0	SRTS	312,178	58,032	370,210
Totals						0		312,178	58,032	370,210

Expenditure Schedule		Phase	1st	2nd	3rd	4th	5th & 6th
CN			370,210	0	0	0	0
Totals			370,210	0	0	0	0

Grand Totals for Grandview		Federal Funds	State Funds	Local Funds	Total Funds
		0	312,178	58,032	370,210

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Six Year Transportation Improvement Program From 2017 to 2022

Agency: Grandview
 County: Yakima
 MPO/IRTO: YVCOG

N Inside

Y Outside

Functional Class	07	Priority Number	7	B. STIP ID		Hearing		Adopted		Amendment		Resolution No.		Improvement Type	2B	Utility Codes	0	Total Length	0.500 CE	Environmental Type		RW Required	No
				G. Structure ID	WA-10750																		
				Elm Street and Fr Street Sidewalk Improvements Bonnieview Road to Highland Drive Construct curb and gutter, sidewalk, pathway, storm drainage, crosswalks, and speed feedback signs near Smith Elementary and Grandview Adventist Jr. Academy.																			

Funding	Status	Phase	Phase Start Year (YYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
	S	PE	2017		0	SRTS	42,686	10,474	53,160
	S	CN	2018		0	SRTS	312,178	56,032	370,210
				Totals	0		354,864	66,506	421,370

Expenditure Schedule	Phase	1st	2nd	3rd	4th	5th & 6th
PE		53,160	0	0	0	0
CN		0	370,210	0	0	0
Totals		53,160	370,210	0	0	0

				Federal Funds	0	State Funds	354,864	Local Funds	66,506	Total Funds	421,370
Grand Totals for Grandview											

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

ITEM TITLE

Resolution authorizing the Mayor to sign a Public Defender Agreement for conflict indigent defense counsel with Hansen Law, PLLC

AGENDA NO. New Business 4 (C)

AGENDA DATE: September 26, 2017

DEPARTMENT

City Attorney & City Clerk

FUNDING CERTIFICATION (City Treasurer)
(If applicable)

DEPARTMENT HEAD REVIEW

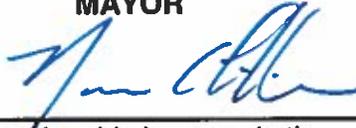
Anita Palacios, City Clerk (Municipal Court)



CITY ADMINISTRATOR



MAYOR



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

The City contracts with Yakima County District Court for municipal court services. Under the terms of the contract, the City must provide indigent defense services to indigent defendants. In the event of a conflict with the current public defender, the City must also provide alternate counsel for indigent defendants.

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.

Currently, the City has only two attorneys, Jacob Lara and Daniel Polage, providing conflict indigent defense counsel. On August 28, 2017, the City received a 90-day notice of intent to terminate conflict contract from Jacob Lara, copy attached. It would be in the best interest of the City to have more than one conflict indigent defense counsel contract.

The City received an e-mail from George Hansen indicating his interest in taking conflict counsel appointments, copy attached. The City has negotiated contract terms with Hansen Law, PLLC to provide conflict indigent defense counsel commencing October 1, 2017 through September 31, 2019 in the amount of \$350 per case, copy attached.

ACTION PROPOSED

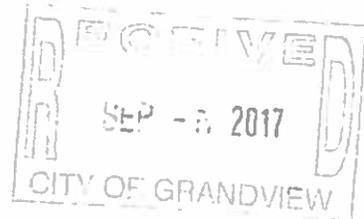
Move a resolution authorizing the Mayor to sign a Public Defender Agreement for conflict indigent defense counsel with Hansen Law, PLLC to the regular Council meeting for consideration.

HURLEY & LARA
Attorneys at Law

James P. Hurley
Victor H. Lara
Jacob Lara

411 North 2nd Street, Yakima, WA 98901
Phone (509)248-4282/Fax (509)575-5661

August 28, 2017



FROM: Jacob Lara

TO : Anita G. Palacios, MMC
City Clerk of Grandview
207 W. 2nd Street, Grandview WA, 98930

RE : 90 Notice of intent to terminate City of Grandview Conflict Contract

Dear Anita:

This letter is my formal communication that I intend to exit this contract pursuant to the clause 20 of the conflict contract entered on February 14, 2017. The reason for termination is that I am changing jobs and this contract would not be something I could transfer to my new employer. I understand that there is another lawyer taking these conflict cases for the City. ***Please assign all further cases to that attorney.*** Thank you.

Sincerely,

JACOB LARA, WSBA # 46861

Anita Palacios

From: George Hansen <georgethansenlaw@gmail.com>
Sent: Thursday, August 24, 2017 5:10 PM
To: Anita Palacios
Subject: Fwd: FW: Attorney
Attachments: Resume.docx

Hi Anita,

I just wanted to let you know that I would be interested in taking any conflict counsel appointments the court might have or need extra help with. I have handled many public defense overflow cases for Union Gap, Toppenish, Wapato, Granger, Sunnyside and Department of Assigned Counsel in Yakima. I prefer conflict appointments to contract work as it gives me more flexibility to juggle my schedule with my busy family law practice.

I was just talking to Mike Everett this morning and he said you might have some extra cases. So I asked my sister if she could contact you for me.

My interest is based on the fact that I have begun to employ a part-time legal assistant at my Grandview office location and I could use more clients at that location, to keep the phone ringing down there as I work on expanding my practice into the Tri-Cities.

Please let me know if you have any questions or would like to speak further about any of this. My resume is attached.

Thank you for your consideration.

Best,

George Hansen

George T. Hansen

917 Pitcher Street ♦ Yakima, WA 98901 ♦ (509) 575-4444 ♦ georgethansenlaw@gmail.com

Objective

Adult Felony Contract or Overflow Cases – coinciding with my privately retained cases

Profile

Motivated, personable attorney with a successful 8-year track record of trial experience. Competent case management skills; aptitude for oral and written communication; talent for quickly assessing the strengths and weaknesses of cases in an effort to provide clients with an opportunity to make an informed decision on case strategy. Tactful with professionals and non-professionals at all levels. Accustomed to handling sensitive, confidential records and always maintain a high level of professional conduct and ethical responsibility.

Admitted to practice law in the state of Washington, the United States District Court for the Eastern District of the state of Washington and the Yakama Nation Tribal Court for the Confederate Tribes and Bands of the Yakama Nation. Sole practitioner handling cases in the areas of Criminal to Family law including, Divorce and Child Custody, to criminal cases ranging from misdemeanors to felonies at the both adult and juvenile levels.

Maintain professionalism under pressure. Sensitive to cultural nuances of cases. Thrive in deadline-driven environments while dealing with the emotional complexities inherent in high-pressure legal controversies.

Skills Summary

- | | | |
|--------------------------|----------------------|------------------------------|
| ♦ Caseload Management | ♦ Complex discovery | ♦ Depositions |
| ♦ Trial Preparation | ♦ Skilled Negotiator | ♦ Legal Research and Writing |
| ♦ Written Correspondence | ♦ Client Control | ♦ Motion Practice |
| ♦ General Office Skills | ♦ Trial Practice | ♦ Professionalism |

Professional Experience

PROSECUTION

- ♦ Analyze police agency referrals of criminal filing requests; exercise discretion in charging decisions.
- ♦ Accept law enforcement field requests for legal analysis and deliver recommendations quickly and capably.
- ♦ File infractions and criminal citations and prosecute those citations filed by law enforcement.
- ♦ Represent the government in all stages of a case, from preliminary appearances, arraignment, motion hearings, legal research, motion brief preparation, trials, pleas, sentencing, and restitution hearings.
- ♦ Engage in plea negotiations with the defense and respond to motions for suppression and dismissal.
- ♦ Work with victims rights advocates to protect the rights of alleged victims. Coordinate and conduct defense interviews and depositions of witnesses.

DEFENSE

- ♦ Represent the accused in all stages of a case, from preliminary appearances, arraignment, motion hearings, legal research, motion brief preparation, trials, pleas, sentencing, post-sentence and restitution hearings.
- ♦ Handle infractions, misdemeanors, serious traffic offenses, DUIs, domestic violence, felonies, juvenile cases, domestic cases, and tribal law matters.
 - Launched a thriving private practice and established a loyal private clientele base supported by 95% referral business due to proven results both at trial and in case negotiations.
- ♦ Competitive acquittal rating over seven years of defense practice and many trials to bench and jury.
 - Continued growth of law practice as a result of courtroom successes.
- ♦ Legal analysis, research, writing, oral arguments, motion practice, case negotiations, investigations, client conferences, case preparation, witness interviews, discovery practice, mediations, depositions.
- ♦ Full-service law office locations in both Yakima and Grandview, WA (bilingual Spanish language interpreter in-house, Attorney Messenger Service user, Easily accessible to clients in the lower Yakima valley).

Employment History

HANSEN LAW, PLLC – Yakima, WA
Managing Attorney/Principal, August 2012 - Present

George T. Hansen

LAW OFFICES OF PATRICK A. TRUE – Yakima, WA
Attorney, 2008 to July 2012

YAKIMA COUNTY PROSECUTING ATTORNEY'S OFFICE – Yakima, WA
Deputy Prosecuting Attorney, 2006 to 2008

WASHINGTON STATE SENATE – Olympia, WA
Legislative Aide to Senator Jim Honeyford, 2004

KESTREL VINTNERS – Prosser, WA
Tasting Room staff, Summer 2004

ASCENDANT PICTURES – Beverly Hills, CA
Intern, 2003

Education

ST. THOMAS UNIVERSITY SCHOOL OF LAW – Miami, FL
Juris Doctor, 2007

UNIVERSITY OF WASHINGTON – Seattle, WA
Bachelor of Arts degree majoring in English, 2001

GRANDVIEW HIGH SCHOOL – Grandview, WA
Graduate, 1997

References

Hon. John Maxwell

Hon. Steven Michels

Hon. Donald Engel

RESOLUTION NO. 2017-_____

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN A PUBLIC DEFENDER AGREEMENT
FOR CONFLICT INDIGENT DEFENSE COUNSEL WITH HANSEN LAW, PLLC**

WHEREAS, the City of Grandview contracts with the Yakima County District Court for municipal court services; and,

WHEREAS, under the terms of the Yakima County District Court contract, the City is to provide indigent defense services to indigent defendants; and,

WHEREAS, the City is also to provide alternate counsel for indigent defendants ("conflict counsel") should there be a conflict with the current public defender; and,

WHEREAS, the City of Grandview and Hansen Law, PLLC, have negotiated a contract for conflict indigent services commencing October 1, 2017 and expiring on September 31, 2019; and,

WHEREAS, the City Council of the City of Grandview finds it to be in the interest of the City of Grandview to enter into a contract with Hansen Law, PLLC, in the form attached hereto, for the provision of conflict indigent defense services;

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 a contract for conflict indigent defense services with Hansen Law, PLLC, in the form attached hereto and to take such other action as necessary to effectuate said contract.

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
PUBLIC DEFENDER AGREEMENT**

THIS AGREEMENT, made and entered into this 2 day of September 2017, by and between Hansen Law, PLLC, hereinafter the "Public Defender", and the CITY OF GRANDVIEW, a municipal corporation, hereinafter referred to as the "City".

WHEREAS, the Public Defender is an attorney licensed to practice law in the State of Washington, with offices at 117 North 3rd Street, Suite 104, Yakima, WA, 98901; and

WHEREAS, the parties hereto are desirous of effectuating an agreement whereby the Public Defender will provide legal services for indigent defendants in the Grandview Municipal Court in cases where the City's primary public defender has a conflict; now, therefore,

IT IS HEREBY mutually agreed as follows:

1. **Duties.** The Public Defender shall provide high quality defense attorney services for indigent defendants charged with misdemeanor and gross misdemeanor allegations occurring within the City of Grandview and processed by the City of Grandview Municipal Court where the City's primary public defender has a conflict that prevents representation of the defendant or defendants.

2. **Public Defender Availability.** Public Defender must be available by telephone 24 hours a day, seven (7) days a week, for each week of the year in order to give legal advice to the clients described in Section 1 herein during the course of representing said clients.

3. **Administrative and Support Services.** Public Defender shall be responsible for administrative costs associated with providing legal representation. Such costs include, but are not limited to, travel, telephones, law library, electronic research, financial accounting, case management systems, computers, software, office space, supplies, training, meeting reporting requirements imposed by the City, the WSBA and the Washington Supreme Court, and other costs necessarily incurred in the day-to-day management of the contract. Public Defender shall maintain an office that accommodates confidential meetings with clients. Public Defender shall staff their office with an appropriate number of support staff and other support services, including a postal address and adequate telephone service to ensure prompt response to client contact. Public Defender shall maintain appropriate computer/word processing equipment in order to handle the paperwork generated by the contract case load as well as to comply with all reporting procedures.

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4. **Insurance.** Without limiting the Public Defender's indemnification, it is agreed that the Public Defender shall maintain in force, at all times during the term of this Agreement, a policy or policies of insurance covering its operation as described below.

A. General Liability Insurance

The Public Defender shall maintain continuously public liability insurance with limits of liability not less than Two Hundred Fifty Thousand Dollars (\$250,000) for each occurrence, personal injury, and/or property damage liability.

The Public Defender shall provide a certificate of insurance or, upon written request of the City of Grandview, a duplicate of the policy as evidence of insurance protection. The Public Defender shall immediately notify the City of any communication with their insurance provider canceling or threatening to cancel insurance coverage under this provision.

B. Professional Liability Insurance

The Public Defender shall maintain or ensure that its professional employees maintain professional liability insurance for any and all acts which occur during the course of their employment with the Public Defender which constitute professional services in the performance of this Agreement. For purposes of this Agreement, professional services shall mean any services provided by a licensed professional.

Such professional liability insurance shall be maintained in an amount not less than Two Hundred Thousand Dollars (\$200,000) combined single limit per claim/aggregate. The Public Defender further agrees that it shall have sole and full responsibility for the payment of any funds where such payments are occasioned solely by the professional negligence of its professional employees and where such payments are not covered by any professional liability insurance, including but not limited to the amount of the deductible under the insurance policy. The Public Defender shall not be required to make any payments for professional liability, if such liability is occasioned by the sole negligence of the City. The Public Defender shall not be required to make payments other than its judicially determined percentage, for any professional liability which is determined by a court of competent jurisdiction to be the result of the comparative negligence of the Public Defender and the City.

Such insurance shall not be reduced or canceled without thirty (30) days' prior written notice to the City. If such insurance is obtained on a "claims made" basis, the Public Defender will continue to carry coverage for not less than three (3) years after expiration of this Agreement, and will provide a certificate in form and content satisfactory to the City demonstrating such continuing

coverage. The Public Defender shall provide certificates of insurance or, upon written request of the City, duplicates of the policies as evidence of insurance protection.

C. Workers' Compensation

The Public Defender shall maintain Workers' Compensation coverage as required by law. The Public Defender shall provide a certificate of insurance or, upon written request of the City, a certified copy of the policy as evidence of insurance protection.

5. **Specific Duties.** The Public Defender shall provide services necessary or incidental to the performance of the work set forth in the PUBLIC DEFENDER - STATEMENT OF WORK - EXHIBIT A and consistent with CLIENT REPRESENTATION PRACTICE GUIDELINES- Exhibit B. The Public Defender acknowledges and agrees that the City may make changes to the specific duties of the Public Defender as necessary to maintain conformity with the Washington State Rules of Professional Conduct as well as case law and applicable court rules defining the duties of counsel and the rights of defendants in criminal cases. No such changes will be grounds for additional or revised compensation under this Agreement, unless the Public Defender demonstrates to the City's reasonable satisfaction that the change imposes an undue burden on the Public Defender's ability to provide the services required under this Agreement.

6. **Term and Renegotiation.** This Agreement shall commence on October 1, 2017 and expires on September 31, 2019.

7. **Compensation.** In return for the above-enumerated services, the Public Defender shall receive compensation in an amount of \$350.00 per case, payable upon proper voucher for the same, submitted by the Public Defender and received by the City Clerk at City Hall, Grandview, Washington. Payment shall be sought and paid upon certification that the case has been resolved and closed. All payments shall be made to:

Hansen Law, PLLC
117 North 3rd Street, Suite 104
Yakima, WA 98901

For purposes of compensation, case will be "resolved" and may be closed by Public Defender, and he may request to withdraw, after a finding of guilt in a pending criminal case, after the probation matter for which a hearing is currently set is resolved, or after the issues to be reviewed on a Deferred Prosecution or SOC have been decided.

8. **Client Transport.** Public Defender, or his employees or subcontractors, shall not transport clients by vehicle (personal or otherwise) while

undertaking services pursuant to this Agreement. In the event Public Defender does transport clients during the course of representation as contemplated in this Agreement, Public Defender hereby agrees to release, indemnify, protect, defend and save harmless the City and its elected and appointed officials, employees, volunteers, and agents from all claims, actions, or damages of any kind and description which may occur to or be suffered by any person or persons, corporation, or property arising, directly or indirectly, out of such transport, caused or contributed thereto by the Public Defender or his employees or subcontractors.

9. **Expert Witnesses.** The City shall, in addition, compensate the Public Defender for all expert witness fees incurred by the Public Defender on behalf of indigent clients covered by this Agreement upon application and approval of the court.

10. **Costs and Fees Assessed Against Defendants.** Any and all payments for reimbursement of court-appointed attorney's fees, as ordered and assessed by the Grandview Municipal Court or other court having jurisdiction to hear a City case, shall be payable by defendant directly to the Grandview Municipal Court.

11. **Assignment.** The Public Defender shall not assign, transfer, or subcontract this Agreement without obtaining prior written approval from the City.

12. **Successors Bound.** Subject to the provisions of Section 11, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, and assigns.

13. **Ethic Compliance, Reports, and Training.** The Public Defender will provide the aforementioned services in conformity with all applicable Rules of Professional Conduct and will provide the Municipal Court and the City with any reports, fiscal or otherwise, which are reasonably required in the performance of the Municipal Court's and the City's responsibilities. The Public Defender agrees to attend training approved by the Washington Office of Public Defense at least once per calendar year, as the same may be required by RCW 10.101.050 and 10.101.060, as now exist or may be subsequently amended.

14. **Taxes and Assessments.** The Public Defender shall be solely responsible for compensating its employees and for paying all related taxes, deductions and assessments, including but not limited to, leasehold excise taxes, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Public Defender shall pay the same before it becomes due.

15. **Independent Contractor.** The parties agree that the Public Defender is an independent contractor with the responsibility and authority to control and direct the performance of the details of the work described herein in accordance with the terms and conditions of this Agreement. The implementation of contracted activities and the results to be achieved are solely the responsibility of the Public Defender. No agent, employee, subcontractor, or representative of the Public Defender shall be deemed to be an employee, agent, servant, or representative of the City or of the City of Grandview Municipal Court for any purpose, and the employees, agents, subcontractors, or representatives of the Public Defender are not entitled to any of the benefits the City provides for its employees. The Public Defender will be solely and entirely responsible for his acts and for the acts of his agents, employees, subcontractors, or otherwise, during the performance of this Agreement.

16. **Indemnity.** The Public Defender hereby agrees to release, indemnify, protect, defend and save harmless the City and its elected and appointed officials, employees, volunteers, and agents from all claims, actions, or damages of any kind and description which may occur to or be suffered by any person or persons, corporation, or property arising, directly or indirectly, out of the operation of this Agreement, caused or contributed thereto by the Public Defender or his employees or subcontractors. Provided, however, that nothing herein shall be deemed to require the Public Defender to indemnify the City or its elected or appointed officials, agents, volunteers, or employees for injury to persons, corporation, and/or property arising from the sole negligence of the City and its elected or appointed officials, employees, volunteers, and agents. In case of suit or action brought against the City and/or its elected or appointed officials, agents, volunteers, and employees for damages arising out of or by reason of any of the above-mentioned causes, the Public Defender agrees to pay all costs of defense, including reasonable attorney's fees and any judgment.

17. **Non discrimination.** The Public Defender shall not discriminate on the basis of race, creed, color, national origin, or physical, mental, or sensory handicap in the performance of this Agreement.

18. **Termination.** The City of Grandview may terminate this Agreement, with or without cause, upon ninety (90) days written notice sent by certified mail to the Public Defender at the address listed in this Agreement. The parties shall negotiate a reasonable fee for services to complete client representation which cannot be done through substituted counsel.

19. **Governing Law.** This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is mutually understood and agreed to by each party hereto that this Agreement shall be governed by the laws of the State of Washington both as to interpretation and performances.

20. **Venue.** Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof, shall be instituted and maintained only in the Superior Court for Yakima County, Washington

21. **Integration.** It is understood and agreed that all understandings and agreements, whether written or oral, heretofore had between the parties hereto are merged in this Agreement, which alone fully and completely expresses their agreement, that neither party is relying upon any statement or representation not embodied in this Agreement, made by the other, and that this Agreement may not be changed except by an instrument in writing signed by both parties.

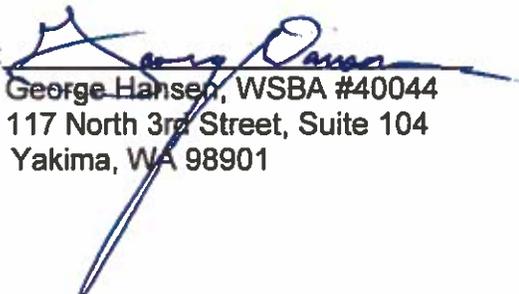
22. **Waiver of Breach.** A waiver by either party hereto of a breach of the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

DATED this ____ day of September, 2017.

CITY OF GRANDVIEW

PUBLIC DEFENDER

By: _____
Mayor Norm Childress
207 West Second Street
Grandview, WA 98930

By: 
George Hansen, WSBA #40044
117 North 3rd Street, Suite 104
Yakima, WA 98901

ATTEST:

City Clerk

EXHIBIT A

PUBLIC DEFENSE STATEMENT OF WORK

1. **PUBLIC DEFENDER CONTRACTOR DUTIES AND RESPONSIBILITIES**
 - The Public Defender shall provide high quality indigent defense representation in the cases assigned to it by the Grandview Municipal Court. The representation shall be consistent with **EXHIBIT B, CLIENT REPRESENTATION PRACTICE GUIDELINES** as set forth below, and with the City's adopted standards for the delivery of public defense services. The representation shall be provided in a professional and skilled manner and shall be in compliance with the Washington State Rules of Professional Conduct as well as case law and applicable court rules defining the duties of counsel and the rights of defendants in criminal cases. The Public Defender's primary and most fundamental responsibility is to promote and protect the best interests of the client.

2. **TASKS** – The Public Defender shall perform the following tasks with regard to each case to which the Public Defender is appointed.
 - A. Maintain a law office with a suitable client interview facility. The Public Defender will provide adequate phone lines, computers, postage, office equipment, office supplies, office furniture and legal research tools to maintain a smooth-running and efficient law office.

 - B. Receive notices of appointment for indigent defendants each court day. Set up and maintain files on each assigned defendant.

 - C. Establish and maintain client contact, keep the client informed of the progress of the case, and effectively provide legal advice to the client throughout the representation.

 - D. Timely interview defendants in custody anywhere in Yakima County.

 - E. Meet at least weekly with the Assigned Prosecutor to discuss pending matters.

 - F. Maintain continuity of representation at all stages of a case, including attendance at all first appearance proceedings, such as arraignments, for in-custody defendants. Except for illness, vacation or occasional conflicts, the assigned Public Defender shall appear at all Municipal Court hearings with their clients.

3. COMPLAINTS

- A. A method to respond promptly to indigent defendant client complaints shall be established by the Public Defender. If the attorney and client cannot resolve the complaint amicably, the attorney shall ask the court for permission to withdraw and substitute new counsel. The complaining client should be informed as to the disposition of his or her complaint within a reasonable period of time. If the client feels dissatisfied with the evaluation and response received, he or she should be advised of the right to complain to the Washington State Bar Association.
- B. The Public Defender shall notify the City and respond in writing to the City within seven (7) days of learning of any complaint against the Public Defender or against the City relating to the provision of indigent defense legal representation.
- C. The Public Defender shall immediately notify the City of Grandview in writing when it become aware that a complaint lodged with the Washington State Bar Association has resulted in reprimand, suspension, or disbarment.

EXHIBIT B

CLIENT REPRESENTATION PRACTICE GUIDELINES

Meet and communicate regularly with the client

- **Thoroughly explain to clients the constitutional, statutory and other rights that they have with regards to their case.**
- **Thoroughly explain to clients the elements of the offense(s) that the City must prove in order to obtain their conviction at a trial.**
- **Describe case procedures and timelines.**
- **Listen to client's questions and respond to them.**
- **Enable clients to candidly communicate with counsel.**
- **Facilitate agreements by realistically evaluating allegations and evidence with clients.**
- **Promptly communicate all offers of settlement.**

Prepare cases well

- **Conduct high quality, early case investigation.**
- **Conduct early case negotiations.**
- **Use discovery appropriately.**
- **Prepare for and participate in alternate resolution opportunities that may be available.**
- **Obtain experts and evaluators for cases involving disability, mental health, substance abuse or similar issues, when appropriate.**
- **Draft well-researched and written motions and other legal memoranda and other documents.**
- **Competently and aggressively litigate hearings and trials if no agreement is reached.**
- **Appear at all court hearings with clients.**

Ensure clients have adequate access to services, including court ordered treatment and/or counseling

- **Explain the importance of obtaining court ordered treatment and/or counseling services to clients.**
- **Develop a thorough knowledge of the resources available.**
- **Explore with clients ways to effectively participate in court ordered treatment and/or counseling.**
- **Ask clients for feedback if obstacles prevent or impede their participation, and follow up with the agency and in court when appropriate.**

- **In appropriate cases, encourage clients to obtain necessary evaluations and enroll in counseling and/or treatment even before ordered by the court to do so.**

Prevent continuances and delays within attorney's control

- **Treat all cases assigned to counsel with the highest priority.**
- **Avoid over scheduling whenever possible.**
- **Request continuances only if they are needed for substantive reasons.**

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

ITEM TITLE

Resolution authorizing the Mayor to sign a Mutual Aid Agreement with West Benton Regional Fire Authority

AGENDA NO. New Business 4 (D)

AGENDA DATE: September 26, 2017

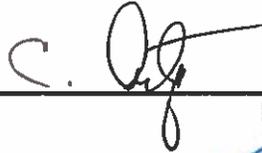
DEPARTMENT

Fire Department

FUNDING CERTIFICATION (City Treasurer)
(If applicable)

DEPARTMENT HEAD REVIEW

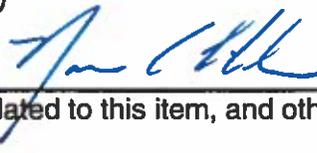
Pat Mason, Fire Chief



CITY ADMINISTRATOR



MAYOR



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

The Fire Department is always looking for ways to have access to additional resources if needed on major emergency incidents. This opportunity will give us access to additional resources if needed on any major emergency we might experience.

In 2009, Council approved Resolution No. 2009-10 authorizing the Mayor to sign a Mutual Aid Agreement with Prosser Fire District No. 3.

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.

Prosser Fire District No. 3 has changed their name to West Benton Regional Fire Authority. The West Benton Regional Fire Authority has authorized a new Mutual Aid Agreement with the City of Grandview, copy attached. West Benton Regional Fire Authority has trained personnel as well as structural fire engines, aerial apparatus, wildland fire engines and rescue vehicles and equipment available to assist us if needed. And we have much the same available to assist them if needed.

ACTION PROPOSED

Move a Resolution authorizing the Mayor to sign a Mutual Aid Agreement with West Benton Regional Fire Authority to a regular Council meeting for consideration.

RESOLUTION NO. 2017-_____

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN A MUTUAL AID AGREEMENT WITH
WEST BENTON REGIONAL FIRE AUTHORITY**

WHEREAS, the Grandview Fire Department and West Benton Regional Fire Authority have agreed upon the terms set forth in a Mutual Aid Agreement; and,

WHEREAS, the City Council of the City of Grandview has determined that approving said Mutual Aid Agreement is in the best interest of the residents of the City of Grandview, and will promote the general health, safety and welfare,

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

The Mayor is hereby authorized to enter into a Mutual Aid Agreement in the form 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

Mutual Aid Agreement

THIS AGREEMENT is entered into between **City of Grandview**, a Washington State municipal corporation and **West Benton Regional Fire Authority**, a Washington State regional fire protection service authority.

This agreement is entered into under the authority of RCW 52.12.031 and Chapter 39.34 RCW.

1. Each of the parties owns and maintains equipment for the suppression of fires and for the supplying of rescue/emergency medical services. Each of the parties also retains firefighting personnel who are trained to provide levels of fire suppression and rescue/emergency medical services.
2. In the event of a major fire, disaster or other emergency, each of the parties may need the assistance of the other party to provide supplemental fire suppression and/or rescue/emergency medical service equipment and personnel.
3. Each of the parties has the necessary equipment and personnel to enable it to provide such services to the other party in the event of such an emergency.
4. The geographical boundaries of each party are located in such a manner as to enable each party to render mutual aid services to the other.

THE PARTIES, to carry out the purposes and functions described above and in the consideration of the benefits to be received by each of the parties, agree as follow:

1. Request for Assistance. The commanding officer of the fire department or the officer in charge of a fire unit or a rescue/emergency service unit at the scene of an emergency, of either party, is authorized to request assistance from the other party if confronted with an emergency situation at which the requesting party has need for equipment or personnel in excess of that available at the requesting parties fire department.
2. Response to Request. Upon receipt of such a request, the commanding officer of the party receiving the request, shall immediately take the following action:
 - a. Determine if the responding party has the equipment and personnel available to respond to the requesting party and determine the nature of the equipment and number of personnel available.
 - b. Determine what available equipment and what available personnel should be dispatched in accordance with the operating plans and procedures established by the parties.
 - c. In the event the needed equipment and personnel are available, to dispatch such equipment and personnel to the scene of the emergency with the proper operating instructions.

- d. In the event the needed equipment and personnel are not available, to immediately advise the requesting party of such fact.
3. Command Responsibility at Emergency Scene. The Chief Officer or Senior Officer of the party to which the response is made shall be in command of the operations under which the equipment and personnel sent be the responding party shall serve; provided, that the responding equipment and personnel shall be under the immediate supervision of the officer in charge of the responding apparatus.
4. Termination of Service. The equipment and personnel of the responding party shall be released from service and returned to the responding district or municipality by the commanding officer in charge of the operations as soon as conditions may warrant or in the event of an emergency in the responding district or municipalities' area.
5. Liability. Each party agrees to assume responsibility for all liabilities that occur or arise in any way out of the performance of this Agreement by its personnel only, and to save and hold the other party, its employees and officials, harmless from all costs, expenses, losses and damages, including cost of defense, incurred as a result of any acts or omissions of the parties employees relating to the performance of this Agreement.
6. Insurance. Each party agrees to maintain adequate insurance coverage for its own equipment and personnel.
7. Compensation. Each party agrees that it will not seek compensation for services rendered under this Agreement from the other party but reserve the right to bill the insurance carrier of the property owner if needed.
8. Pre-Emergency Planning. The commanding officers of the parties shall, from time to time, mutually establish pre-emergency plans which shall indicate the types of and locations of potential problem areas where emergency assistance may be needed, the type of equipment that should be dispatched under the circumstances. Such plans shall take into consideration and insure the proper protection by the responding party of its own geographical area.
9. Non-Exclusive Agreement. The parties to this Agreement shall not be precluded from entering into similar agreements or first response agreements with other municipal corporations
10. Termination. This Agreement may be terminated by either party giving to the other party of a thirty (30) day notice of termination in writing.

WHEREFORE, this agreement is executed and effective this ____ day of _____, 2017, being the date of execution of the last party to sign.

City of Grandview

West Benton Regional Fire Authority

X _____
Norm Childress, Mayor

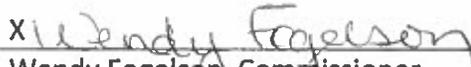
X 
David Moon, Governance Board Chair

X _____
Attest: City Clerk

X 
Max Benitz, Commissioner

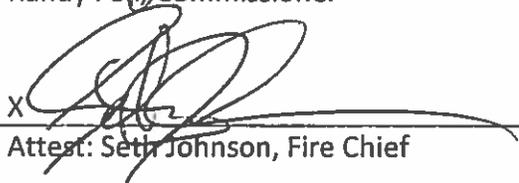
X 
Richard Clizbe, Commissioner

APPROVED AS TO FORM:

X 
Wendy Fogelson, Commissioner

X _____
Quinn Plant, City Attorney

X 
Randy Fox, Commissioner

X 
Attest: Seth Johnson, Fire Chief

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

ITEM TITLE

Ordinance amending the 2017 Annual Budget

AGENDA NO.: New Business 4 (E)

AGENDA DATE: September 26, 2017

DEPARTMENT

City Treasurer

FUNDING CERTIFICATION (City Treasurer)
(If applicable)

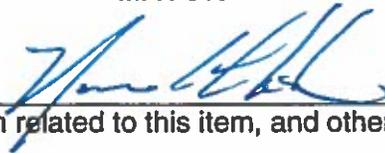
DEPARTMENT DIRECTOR REVIEW

Matthew Cordray, City Treasurer



CITY ADMINISTRATOR

MAYOR

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

Staff monitoring and review of fund and department budgets has identified a few budget accounts to be amended. An ordinance will be prepared to provide for the amending of the 2017 Annual Budget to accommodate the changes in sources and uses.

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.

By Fund the highlights of the budget changes are:

STREET FUND: Increase revenues for Safe Routes to School and 2017 Emergency Repairs funding. Increase appropriations for Safe Routes to School preliminary engineering, Roadway Salaries and Benefits, Office Supplies and Professional Services. Net effect is no change to the estimated ending fund balance.

TBD FUND: Increase appropriations for Safe Routes to School preliminary engineering. Net effect is a decrease to the estimated ending fund balance.

WATER/SEWER FUND: Increase appropriations in Sewer Collection Repairs & Maintenance for the main sewer line break. Net effect is a decrease to the estimated ending fund balance.

ACTION PROPOSED

Move an ordinance amending the 2017 Annual Budget to a regular Council meeting for consideration.

Account	Description Fund/Account	Original Estimate	Amendment Amount	New Estimate	Treasurer's notes
106 000 000 308 80 00 00	Yakima Co. Law & Jctc Tax				
	Beginning Fund Balance	158,625		158,625	
	Revenues/Sources	275,300		275,300	
	Yakima Co. LJ Fund Total	433,925	-	433,925	
	Expenditures/Uses	339,000		339,000	
106 000 099 508 80 00 00	Ending Fund Balance	94,925		94,925	
	Yakima Co. LJ Fund Total	433,925	-	433,925	
110 000 000 308 80 00 00	Street Fund				
	Beginning Fund Balance	476,065		476,065	
110 000 000 333 20 20 06	STP Grant - Safe Routes to School		42,700		Funding for SRTS project
110 000 000 334 03 81 08	TIB Grant - 2017 Emergency Repairs		50,000		Funding for emergency roadway repairs
	Revenues/Sources	916,455		1,009,155	
	Street Fund Total	1,392,520	92,700	1,485,220	
110 000 010 542 30 11 00	Regular Salaries		18,000		Emergency roadway repairs
110 000 010 542 30 12 00	Overtime		7,000		Emergency roadway repairs
110 000 010 542 30 21 00	Social Security		2,000		Emergency roadway repairs
110 000 010 542 30 22 00	Retirement		3,000		Emergency roadway repairs
110 000 010 542 30 23 00	Workman's Compensation		1,000		Emergency roadway repairs
110 000 010 542 30 24 00	Medical/Life Insurance		3,500		Emergency roadway repairs
110 000 010 542 30 31 00	Office & Operating Supplies		13,500		Emergency roadway repairs
110 000 010 542 30 41 00	Professional Services		2,000		Emergency roadway repairs
110 000 065 595 61 63 14	Safe Routes to School - Elm & Fir		42,700		Preliminary engineering for SRTS project
	Expenditures/Uses	1,116,590		1,209,290	
110 000 099 508 80 00 00	Ending Fund Balance	275,930	-	275,930	
	Street Fund Total	1,392,520	92,700	1,485,220	

Account	Description Fund/Account	Original Estimate	Amendment Amount	New Estimate	Treasurer's notes
<input type="checkbox"/> 115 000 000 308 10 00 00	TBD Fund Beginning Fund Balance	-	-	-	
	Revenues/Sources	333,500		333,500	
	TBD Fund Total	333,500	-	333,500	
<input type="checkbox"/> 115 000 070 595 61 63 01	Safe Routes to School - Elm & Fir Expenditures/Uses	153,770	10,500	164,270	Preliminary engineering for SRTS project
<input type="checkbox"/> 115 000 099 508 10 00 00	Ending Fund Balance	179,730	(10,500)	169,230	
	TBD Fund Total	333,500	-	333,500	
<input type="checkbox"/> 130 000 000 308 80 00 00	Cemetery Fund Beginning Fund Balance	92,275		92,275	
	Revenues/Sources	141,050		141,050	
	Cemetery Fund Total	233,325	-	233,325	
	Expenditures/Uses	167,900		167,900	
<input type="checkbox"/> 130 000 099 508 80 00 00	Ending Fund Balance	65,425		65,425	
	Cemetery Fund Total	233,325	-	233,325	

OK

2017 Budget Amendment - October

Account	Description Fund/Account	Original Estimate	Amendment Amount	New Estimate	Treasurer's notes
<input type="checkbox"/> 325 000 000 308 80 00 00	EWC Plaza Beginning Fund Balance	10,300	-	10,300	
	Revenues/Sources	-		-	
	EWC Plaza Fund Total	10,300	-	10,300	
	Expenditures/Uses	-		-	
<input type="checkbox"/> 325 000 099 508 80 00 00	Ending Fund Balance	10,300		10,300	
	EWC Plaza Fund Total	10,300	-	10,300	
<hr/>					
<input type="checkbox"/> 410 000 000 308 80 00 00	Water/Sewer Fund Beginning Fund Balance	6,745,005		6,745,005	
	Revenues/Sources	5,520,005		5,520,005	
	Water/Sewer Fund Total	12,265,010	-	12,265,010	
<input type="checkbox"/> 410 000 034 535 80 48 00	Repairs & Maintenance		130,000		Main sewer line break
	Expenditures/Uses	4,767,370		4,897,370	
<input type="checkbox"/> 410 000 099 508 80 00 00	Ending Fund Balance	7,497,640	(130,000)	7,367,640	
	Water/Sewer Fund Total	12,265,010	-	12,265,010	

ORDINANCE NO. 2017-____

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,
AMENDING THE 2017 ANNUAL BUDGET**

WHEREAS, the original 2017 estimated beginning fund balances and revenues in two funds do not reflect available budget sources; and

WHEREAS, there are necessary and desired changes in uses and expenditure levels in two funds; and

WHEREAS, there are sufficient sources within the funds to meet the anticipated expenditures.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF GRANDVIEW, WASHINGTON DO ORDAIN AS FOLLOWS:

Section 1. That the 2017 annual budget be amended to reflect the changes presented in Exhibit A.

Section 2. That the City Administrator is authorized and directed to adjust estimated revenues, expenditures and fund balances reflecting the determined changes.

Section 3. This Ordinance shall be in full force and effect five (5) day after its passage and publication as required 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

	Beginning Balance	Estimated Revenues	Appropriated Expenditures	Ending Balance	Budget Total
--	--------------------------	---------------------------	----------------------------------	-----------------------	---------------------

Street Fund					
Original 2017 Budget	476,065	916,455	1,116,590	275,930	1,392,520
Amendment Amount		92,700	92,700	-	92,700
Amended Total	476,065	1,009,155	1,209,290	275,930	1,485,220

TBD Fund					
Original 2017 Budget	-	333,500	153,770	179,730	333,500
Amendment Amount			10,500	(10,500)	-
Amended Total	-	333,500	164,270	169,230	333,500

Water/Sewer Fund					
Original 2017 Budget	6,745,005	5,520,005	4,767,370	7,497,640	12,265,010
Amendment Amount			130,000	(130,000)	-
Amended Total	6,745,005	5,520,005	4,897,370	7,367,640	12,265,010

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

ITEM TITLE

Resolution accepting the West Fifth Street Resurfacing Improvements as complete

AGENDA NO.: New Business 4 (F)

AGENDA DATE: September 26, 2017

DEPARTMENT

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.

Interstate Concrete and Asphalt Company dba Columbia Asphalt & Gravel completed the construction of the West Fifth Street Resurfacing Improvement. Staff recommends Council accept the project as complete once the requirements in the September 19, 2017 letter from HLA Engineering and Land Surveying, Inc., have been satisfied.

ACTION PROPOSED

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





September 19, 2017

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

Attn: Mr. Cus Arteaga
City Administrator/Public Works Director

Re: City of Grandview
WEST FIFTH STREET RESURFACING IMPROVEMENTS
TIB Project No.: 3-E-183(005)-1
HLA Project No.: 17043C
Final Progress Estimate and Project Acceptance

Dear Cus:

Enclosed is Progress Estimate No. 3 designated as the Final for work performed by Interstate Concrete and Asphalt Company dba Columbia Asphalt & Gravel, through August 2, 2017, in connection with their contract on the above referenced project. The amount due the Contractor of \$0.00 is net, as per the contract documents. Interstate Concrete and Asphalt Company dba Columbia Asphalt & Gravel, Inc., has provided a bond in lieu of retainage. 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 Interstate Concrete and Asphalt Company dba Columbia Asphalt & Gravel, 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 bond on this project should be released to Interstate Concrete and Asphalt Company dba Columbia Asphalt & Gravel, 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.

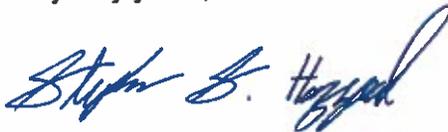
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4. The City has received the following from HLA Engineering and Land Surveying, Inc. (HLA):
 - a. HLA has confirmed that all punch list items identified during the final walk-through inspection have been completed.
 - b. HLA mailed two neatly marked 11"x17" sets, and one scanned emailed set, of record drawings to the City of Grandview on August 15, 2017.
 - 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 will be mailed to the City of Grandview on September 19, 2017.

We would appreciate receiving a copy of City Council Resolution of project acceptance, and authorization of release of the retainage bond.

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: Raymond Opiela, Interstate Concrete and Asphalt Company
dba Columbia Asphalt & Gravel
Caroline Fitzsimmons, HLA

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City of Grandview
 207 W. Second St.
 Grandview, WA 98930

WEST FIFTH STREET RESURFACING IMPROVEMENTS
 TIB Project No.: 3-E-183(005)-1
 HLA Project No.: 17043C

TO: Interslate Concrete and Asphalt Company dba
 Columbia Asphalt & Gravel
 P.O. Box 9337
 Yakima, WA 98909

Progress Estimate No.: 3 AND FINAL

Date: August 2, 2017

Item No.	Description	Unit	Contract Quantity	Unit Price	Estimate 3 Quantity	Quantity to Date	Amount	Contract Quantity
SCHEDULE A - WEST FIFTH STREET RESURFACING								
1	Minor Change	FA	EST.	\$10,000.00	0.00	3,493.93	\$3,493.93	35%
2	Mobilization	LS	1	\$28,000.00	0%	100%	\$28,000.00	100%
3	Project Temporary Traffic Control	LS	1	\$34,000.00	0%	100%	\$34,000.00	100%
4	Removal of Structures and Obstructions	LS	1	\$10,000.00	0%	100%	\$10,000.00	100%
5	Crushed Surfacing Top Course	TON	125	\$40.00	0.00	15.43	\$617.20	12%
6	Planing Bituminous Pavement	SY	11,500	\$2.50	0	11,504	\$28,760.00	100%
7	Pavement Repair Excavation Incl. Haul	SY	150	\$45.00	0	0	\$0.00	0%
8	HMA for Pavement Repair Cl. 1/2-Inch PG 64-28	TON	50	\$150.00	0.00	14.86	\$2,229.00	30%
9	HMA Cl. 1/2-Inch PG 64-28	TON	1,650	\$94.00	0.00	1,666.21	\$156,623.74	101%
10	Adjust Catch Basin	EA	2	\$350.00	0	2	\$700.00	100%
11	Adjust Valve Box	EA	17	\$700.00	0	17	\$11,900.00	100%
12	Landscape Restoration	FA	EST.	\$500.00	0.00	667.00	\$667.00	133%
13	Cement Conc. Traffic Curb and Gutter	LF	225	\$32.00	0	227	\$7,264.00	101%
14	Monument Case and Cover	EA	2	\$390.00	0	2	\$780.00	100%
15	Cement Conc. Sidewalk 6-Inch Thick	SY	15	\$115.00	0.00	15.23	\$1,751.45	102%
16	Cement Conc. Sidewalk 4-Inch Thick	SY	25	\$100.00	0.00	23.75	\$2,375.00	95%
17	Cement Conc. Curb Ramp	EA	10	\$1,200.00	0	11	\$13,200.00	110%
18	Permanent Signing	LS	1	\$770.00	0%	100%	\$770.00	100%
19	Pavement Markings	LS	1	\$7,700.00	0%	100%	\$7,700.00	100%
SUBTOTAL							\$310,831.32	
ADDITIVE SCHEDULE B								
20	Paving Fabric	SY	11,500	\$1.00		11,511	\$11,511.00	100%
SUBTOTAL							\$11,511.00	

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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 WEST FIFTH STREET RESURFACING IMPROVEMENTS - Project Number 17043C, for the City of Grandview, have been paid in full and there are no liens or other legal actions pending;
- b) Interstate Concrete and Asphalt Company dba Columbia Asphalt & Gravel, 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 Raymond G. Opieła

Raymond Opieła - Estimator

Name and Title (Please print or type)

Interstate Concrete and Asphalt Company dba Columbia Asphalt & Gravel
Contractor

STATE OF WA)
COUNTY OF Yacima) SS

SIGNED AND SWORN TO (OR AFFIRMED) BEFORE ME ON August 19, 2017

BY Raymond G. Opieła
(Signature)

Notary Public Printed Name: Krista Sullivan

My Appointment Expires: 7/25/19



(Please return completed CERTIFICATION form to HLA)

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City of Grandview
 207 W. Second St.
 Grandview, WA 98930

WEST FIFTH STREET RESURFACING IMPROVEMENTS
 3-E-183(005)-1
 17043C

TO: Interstate Concrete and Asphalt Company dba
 Columbia Asphalt & Gravel
 P.O. Box 9337
 Yakima, WA 98909

Progress Estimate No.: 3 AND FINAL

Date: August 2, 2017

MINOR CHANGES

DATE	DESCRIPTION	PAID AS	SUB AMOUNT	GC AMOUNT	TOTAL AMOUNT	SUB NAME	TIME EXTENSION
SCHEDULE A - WEST FIFTH STREET RESURFACING							
7/25/2017	SEE FORCE ACCOUNT SUMMARY FOR DETAIL	1		\$3,493.93	\$3,493.93		
					\$0.00		
				Subtotal	\$3,493.93		

cc: Interstate Concrete and Asphalt Company dba
 Columbia Asphalt & Gravel
 Stephen Hazzard, PE, HLA
 Archie McPherson, HLA

HLA ENGINEERING AND LAND SURVEYING, INC.

DATE: August 2, 2017
 Progress Estimate No.: 3 AND FINAL

CITY OF GRANDVIEW
 PROJECT NAME:

WEST FIFTH STREET RESURFACING IMPROVEMENTS

HLA PROJECT NO.: 17043C
 PRIME CONTRACTOR: INTERSTATE CONCRETE AND ASPHALT CO. DBA COLUMBIA ASPHALT & GRAVEL, INC.
 DESCRIPTION: SUMMARY OF COSTS

FORCE ACCOUNT SUMMARY

DATE	LOCATION	COST	COST TO DATE	COMMENTS
BID ITEM 1 - MINOR CHANGE				
6/19/17	MEADOWLARK DR SE CORNER	\$395.61	\$395.61	COLUMBIA - REMOVE EXISTING SIDEWALK.
6/19/17	MEADOWLARK DR SE CORNER	\$42.18	\$437.79	STRIPE RITE - FLAGGING FOR REMOVAL OF EXISTING SIDEWALK.
6/23/17	STA 15+10 RT	\$230.74	\$668.53	COLUMBIA - RELOCATE PRIVATE IRRIGATION LINES.
6/23/17	STA 15+10 RT	\$42.18	\$710.71	STRIPE RITE - FLAGGING FOR RELOCATION OF PRIVATE IRRIGATION LINES.
7/6/17	STA 30+85 LT	\$279.49	\$990.20	COLUMBIA - MOBILIZE GRINDER TO SITE FOR PLANING AT GAS REPAIR AREA.
7/7/17	STA 30+85 LT	\$428.71	\$1,418.91	COLUMBIA - PLANING ASPHALT AT GAS REPAIR AREA.
7/7/17	STA 3+73 TO 31+75	\$1,795.53	\$3,214.44	COLUMBIA - TACK FOR PRE-LEVEL.
7/12/17	STA 30+85 LT	\$279.49	\$3,493.93	COLUMBIA - DEMOBILIZE GRINDER USED FOR GAS REPAIR AREA.

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DATE	LOCATION	COST	COST TO DATE	COMMENTS
BID ITEM 12 - LANDSCAPE RESTORATION				
6/28/17	VELMA SW CORNER, CONCORED SE CORNER, SW CORNER HILLCREST	\$667.00	\$667.00	COLUMBIA - REST BLOCK WALL ON TOP OF PED CURB. REPLACED IRRIGATION SPRINKLERS AND PLACED TOPSOIL.

cc: Columbia Asphalt & Gravel, Inc.
Stephen Hazzard, PE, HLA
Archie McPherson, HLA

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RESOLUTION NO. 2017-_____

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
ACCEPTING THE WEST FIFTH STREET RESURFACING IMPROVEMENTS
AS COMPLETE**

WHEREAS, the City contracted with Interstate Concrete and Asphalt Company dba Columbia Asphalt & Gravel to perform work for the West Fifth Street Resurfacing Improvements; and,

WHEREAS, the City's Public Works Director has determined that the work performed by Interstate Concrete and Asphalt Company dba Columbia Asphalt & Gravel 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 West Fifth Street Resurfacing Improvements as complete and authorizes staff to release the retainage to Interstate Concrete and Asphalt Company dba Columbia Asphalt & Gravel once the conditions in the September 19, 2017 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 _____, 2017.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Anita Palacios

From: Mike Everett <Mike@everettlaw.net>
Sent: Wednesday, September 06, 2017 9:36 AM
To: Anita Palacios
Subject: Budget

Anita:

I would like for you to place on the next COW meeting agenda and consideration of Council Hearings on the Budget.

I note that the Department Head Estimates were scheduled to be file with the City Treasurer on Sept. 6 and that they will be reviewed by the City Supervisor by the 15th. I would like for you to send me copies of those estimates as they come in.

Thank you, Mike Everett

From: joan e. souders jesouders@hotmail.com
Subject: Little Free Library
Date: Yesterday at 9:59 PM
To: aesouders@icloud.com, joan e. souders jesouders@hotmail.com

Talking Points

1. Nancy Introduces herself and reminds the Council about coming a sharing about the Yakima Rural Leaders cohort sponsored by the Yakima Community Foundation and led by The Rural Development Initiative out of Eugene, Oregon.
2. Joan Talks about the QA from our last presentation.

Q Why Little Free Libraries ?

A. It was decided by a fist to five conscious from the cohort.

It came down to two major efforts the Little Free Libraries or an Out door gym. The group settled on Little Free Libraries because they could be placed in every community represent by a member/s from the communities in which we live.

Q Who pays for the construction of the Little Free Libraries?

A. The Yakima Community Foundation has awarded a grant for \$5,000 to the Yakima Rural Leaders. People for People has become our fiscal partner in this project.

Q. Why does the City need to be a partner.

A. A requirement of the grant and to be placed on the Little Free Library register it needs to be on public property.

We would suggest it placed at Dykstra Park on the Euclid Street parking Lot. (There is a lamp post across from the Rest Room and if it was placed there it would be easy to walk up to, not interferer with parking and would be easy to observes both day and night.)

Q. Who is going to be checking and maintaining the books in the Little Free Library?

A. Gail Boost has agreed to check the Library since she walks the park regularly. She is a member of the Friends of the Library and is working with that group to help with book donations.

Q . What are the steps to securing a Little Free Library?

A. 1. Identify a location and an Overseer (Steward) A suggested approval and location is why we are here tonight. The Steward would be Gail Boost with the

support of Friends of the Library.

2. Get A Library that is being built by the Yakima Rural Leaders and paid in cooperation with Yakima Community Foundation and People. Yakima Rural Leaders is working on securing funds for us to up keep and repair.

3. Register All the Little Free Libraries with the National Organization. In process when the communities agree with the proposal .

4. Build Support for the Little Free Libraries. Members of the Yakima Rural Leaders are working on this now.

5. Add the Grandview Little Free Library to the World Map.

Conclusion:

Nancy will give closing.

Donations she is working on.

Explanation of how each Little Free Library has a note inside explaining how the Library works and a place for people to leave notes.

Request for consideration/approval at the September 26th meeting and why it is important to for Grandview.



Yakima Valley

Community Foundation

December 15, 2016

Joan Souders

Dear Ms. Souders,

We are very pleased and excited to welcome you to the Yakima Valley Rural Leadership Program. We have accepted your application to participate with others in your community in this leadership development class. This is the first leadership development class offered to your community through the Yakima Valley Community Foundation. By joining this class, you are becoming part of a growing network of rural citizens and small towns in Washington, Oregon, and Siskiyou County, California that are leading the way in creating vital rural communities.

The course schedule, dates, and tentative class location is enclosed for your review.

At this first session, you will be introduced to the program, the curriculum, and the other participants. You and your community group will begin to develop the leadership knowledge, skills and motivation that will not only benefit the community, but can also benefit you personally and professionally. You will also meet staff from Rural Development Initiatives Inc., a nationally recognized non-profit organization based out of Eugene, Oregon, which is our partner in presenting the leadership class.

Your commitment to the program will require 48 hours of class time. You are also expected to contribute additional time and talent to see a class project through to completion. Attendance and participation is essential to the success of the program and to the ultimate benefits to your community. Please contact us if you have concerns about the commitment/attendance or for some reason you feel it necessary to withdraw.

Your willingness to invest in this program will benefit you and your community for years to come. Welcome to the Yakima Valley Rural Leadership Program.

Sincerely,

A handwritten signature in black ink, appearing to read "Linda Moore".

Linda Moore
President | CEO

Encl.



Leadership Development Schedule of Sessions: Lower Yakima Valley

Kick-Off Session	Wednesday, January 25, 2017	5:30 p.m. - 8:30 p.m.
Session One	Friday, February 10, 2017 Saturday, February 11, 2017	5:30 p.m. - 8:30 p.m. 9:00 a.m. - 3:00 p.m.
Session Two	Friday, March 10, 2017 Saturday, March 11, 2017	5:30 p.m. - 8:30 p.m. 9:00 a.m. - 3:00 p.m.
Session Three	Friday, March 24, 2017 Saturday, March 25, 2017	5:30 p.m. - 8:30 p.m. 9:00 a.m. - 3:00 p.m.
Session Four	Friday, April 14, 2017 Saturday, April 15, 2017	5:30 p.m. - 8:30 p.m. 9:00 a.m. - 3:00 p.m.
Conference of Communities	May 12-14, 2017	Location TBD
Session 5	Sat, Jun 3, 2017	9:00 a.m. - 3:00 p.m.
Tentative Location:	Toppenish Middle School 104 Goldendale Ave., Room 440 Toppenish, WA 98948	

Expectations

- ❖ Attend all sessions with the exception of emergencies. It is essential to the program and to other class members that you participate fully as a member of the group.
- ❖ Each participant is expected to stay with the class project until it is completed. No one's work is done until the entire project is completed. All of the class is in it together until it is 100% complete.
- ❖ After completion of the project, the class is not expected to stay together as a formal group - but individuals are expected to continue to use the skills they've learned for the good of the community.

**Memorandum of Understanding for Fiscal Partner Relationship
Between
People For People & Yakima Valley Rural Leaders**

COPY

Purpose: Yakima Valley Rural Leaders (YVRL) will build and install Little Free Libraries in the rural communities of southern Yakima Valley that will increase access to books intended for taking, giving, and sharing. Little Free Libraries will increase literacy, unite rural communities of the southern Yakima Valley to create connections and share information, and inspire people to put a Little Free Library in their neighborhood.

YVRL has designated People For People (PFP) a 501(c)3 to manage receipt of grant funds and expenditure of funds.

Procedures

The following procedures will be followed to manage the receipt of YVRL grant funds.

1. Checks for YVRL must be made out to People For People
2. PFP will establish a separate fund and enter all funds received for YVRL
3. YVRL will provide thank you letters to donors within five business days of receipt of funds.

The following procedures will be followed to manage the disbursement of YVRL grant funds.

1. YVRL will designate one person authorized to approve the expenditure of funds.
2. YVRL will provide documentation (receipts, invoices, etc.) of approved expenses.
3. YVRL will submit request for reimbursement at least five business days prior to needing the signed check.
4. PFP will not disburse funds in excess of the funds available. Funds available is defined as cash revenue minus any cash disbursements.

The following procedures will be followed for reporting.

1. PFP will provide monthly reports on or before the 15th of the month following the month of service that provide receipt of funds, disbursements, and fund balance.
2. YVRL will provide monthly progress reports by the 15th of the month following the month of service.
3. YVRL will timely submit any final report documents to grant funders. YVRL will be responsible to request any financial documents for the final report from PFP at least ten business days prior to when YVRL will need the financial documents.
4. YVRL will submit a copy of the final report to PFP.
5. YVRL will attend and provide a final report to PFP Board of Directors.
6. PFP will report all revenue and expenditures on federal tax forms.

Indemnification and Hold Harmless

1. PFP agree to hold harmless, indemnify, and defend YVRL including its officials, officers, employees, and agents, from and against any and all suits, actions, claims, liability, damages, judgments, cost and expenses (including reasonable attorney's fees) which result or arise out of

- the sole negligence of or breach of this Agreement by PFP, including its officials, officers, employees, and agents.
2. YVRL agree to hold harmless, indemnify, and defend PFP including its officials, officers, employees, and agents, from and against any and all suits, actions, claims, liability, damages, judgments, cost and expenses (including reasonable attorney's fees) which result or arise out of the sole negligence of or breach of this Agreement by YVRL, including its officials, officers, employees, and agents.
 3. In the event that the officials, officers, agents, and/or employees of both PFP and YVRL are negligent, each party shall be liable for its contributory share of negligence for any suits, actions, claims, liability, damages, judgments, costs, and expenses (including reasonable attorney's fees).
 4. Nothing contained in this section of this Memorandum of Understanding shall be construed to create a right of indemnification in any third party.

Termination

1. Either party to this Memorandum of Understanding, may terminate by providing 30 days written notice to the other party. All notices shall be sent or hand delivered to the parties at their addresses as follows:

People For People

Madelyn Carlson
 People For People
 302 West Lincoln Avenue
 Yakima, WA 98902

Yakima Valley Rural Leaders

Anne Harrison
 YVRL
 5330 Lombard Loop Road
 Zillah, WA 98953

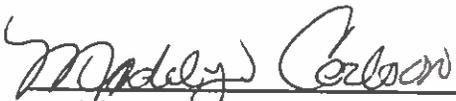
PHONE: 509 952-1255

EMAIL: ameh0303@gmail.com

This Memorandum of Understanding will create a fiscal sponsor relationship between the parties signing below and contains all of the terms and conditions agreed upon by the parties and all documents attached or incorporated. No other understandings or representations, oral, or otherwise, regarding the subject matter of this Memorandum of Understanding shall be deemed to exist or bind the parties. Both parties warrant that they have read and understand this Memorandum of Understanding and have authority to enter into this Memorandum of Understanding.

PEOPLE FOR PEOPLE

YAKIMA VALLEY RURAL LEADERS



 Madelyn Carlson, CEO



 Anne Harrison, Financial Appointee

7-27-17

 Date

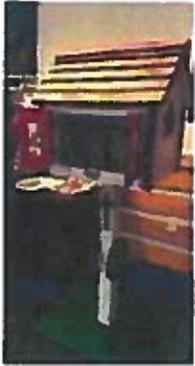
7/27/17

 Date



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*Yakima Valley
Rural Leaders*



**LITTLE
FREE
LIBRARIES**

Take a book
Leave a book

Yakima Valley Rural Leaders is interested in serving our Communities. Funded by Yakima Valley Community Foundation and supported by People for People, we will be building, finding stewards for maintenance, strengthening communities, and providing a community inspired free library for those interested.

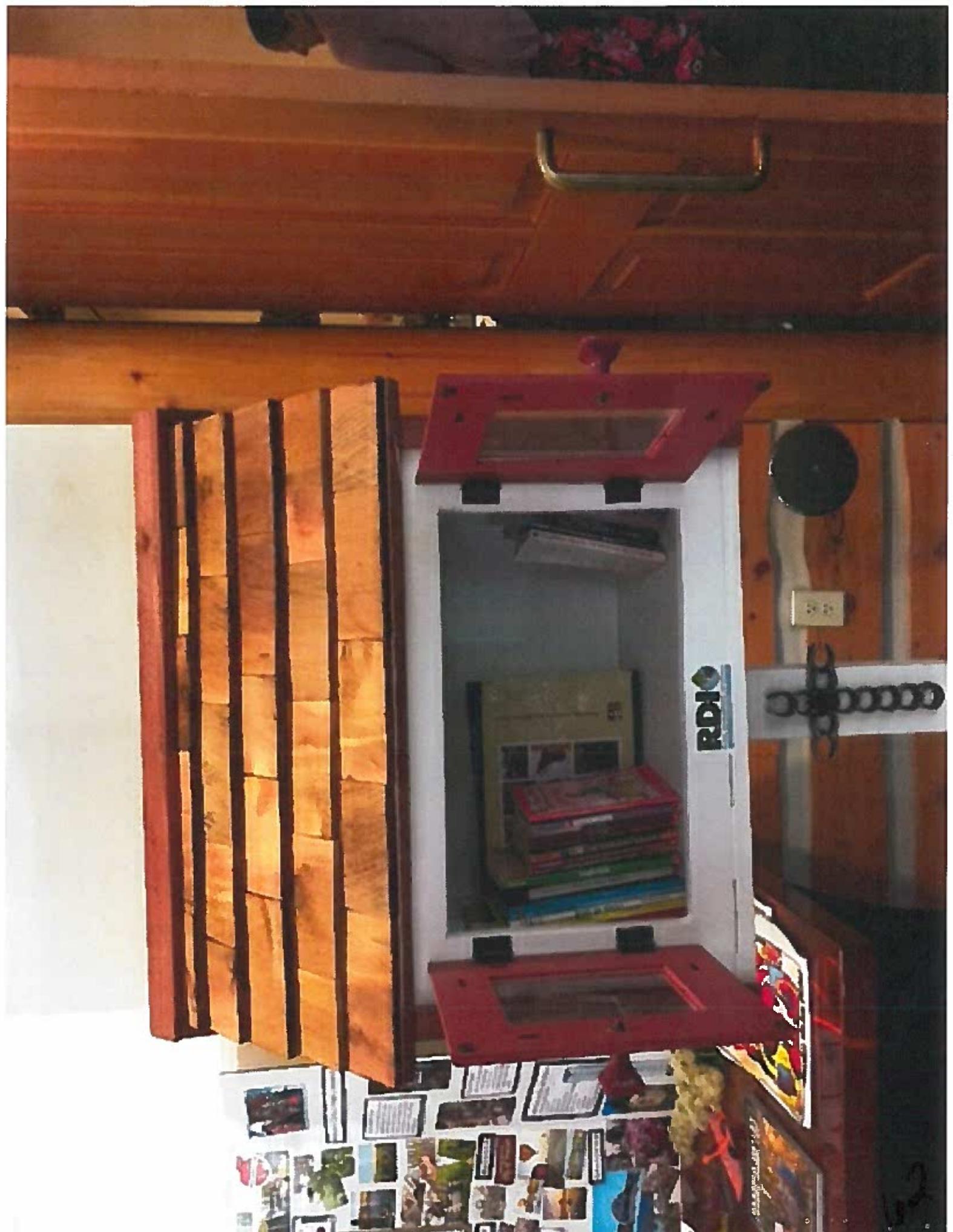
CONTACT
YAKIMAVALLEYRURALLEADERS@GMAIL.COM
FOR MORE INFORMATION, QUESTIONS, OR
COMMENTS.

Yakima Valley Rural Leaders

The Yakima Valley Rural Leaders will be building and working with cities to put up little free libraries. If you want one for your community or want to volunteer for this project. Don't hesitate to reach out.

Aug 23 · Public · In [Timeline Photos](#)
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RDIO

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