

**GRANDVIEW CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY, JANUARY 14, 2020**



REGULAR MEETING – 7:00 PM

PAGE

- 1. CALL TO ORDER & ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE – Carter Roberson, 10th grader from CLC**
- 3. PRESENTATIONS**
 - A. Oath of Office – New Police Officers Jonah Hoefler and Joshua Pearce
- 4. 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.**
- 5. CONSENT AGENDA – Items on the Consent Agenda will be voted on together by the Council, unless a Councilmember requests that items be removed from the Consent Agenda and discussed and voted upon separately. An item removed from the Consent Agenda will be placed under Unfinished and New Business.**
 - A. Minutes of the December 10, 2019 Committee-of-the-Whole meeting 1-3
 - B. Minutes of the December 10, 2019 Council meeting 4-6
 - C. Payroll Check Nos. 11417-11434 in the amount of \$97,504.18
 - D. Payroll Check Nos. 11435-11463 in the amount of \$29,262.01
 - E. Payroll Electronic Fund Transfers (EFT) Nos. 60249-60253 in the amount of \$84,863.22
 - F. Payroll Electronic Fund Transfers (EFT) Nos. 60256-60261 in the amount of \$97,814.81
 - G. Payroll Direct Deposit 12/01/19-12/15/19 in the amount of \$110,360.41
 - H. Payroll Direct Deposit 12/16/19-12/31/19 in the amount of \$120,411.35
 - I. Claim Check Nos. 118975-119218 in the amount of \$760,332.36
- 6. ACTIVE AGENDA – Notice: Items discussed at the 6:00 pm Committee-of-the-Whole meeting of an urgent or time sensitive nature may be added to the active agenda pursuant to City Council Procedures Manual Section 3.18(c).**
 - A. Resolution No. 2020-1 accepting the bid for the Water Service Meter Equipment and authorizing the Mayor to sign all contract documents with Consolidated Supply Co. 7
 - B. Resolution No. 2020-2 authorizing the Mayor to sign the Washington State Transportation Improvement Board Fuel Tax Grant Agreement for the FY 2021 Overlay Project 3-E-183(008)-1 East Stover Road to Colleen’s Way 8-14
 - C. Ordinance No. 2020-1 providing for the annexation of property known as the John and Jacque LaFever annexation to the City of Grandview pursuant to the petition method, and incorporating the same within the corporate limits thereof, providing for the assumption of existing indebtedness, requiring said property to be assessed and taxed at the same rate and basis as other property within said City, adopting a comprehensive land use plan, and changing the official zoning map of the City 15-20

- D. Ordinance No. 2020-2 providing for the annexation of property known as the Charvet Brothers Farms annexation to the City of Grandview pursuant to the petition method, and incorporating the same within the corporate limits thereof, providing for the assumption of existing indebtedness, requiring said property to be assessed and taxed at the same rate and basis as other property within said City, adopting a comprehensive land use plan, and changing the official zoning map of the City

- 7. UNFINISHED AND NEW BUSINESS
- 8. CITY ADMINISTRATOR AND/OR STAFF REPORTS
- 9. MAYOR & COUNCILMEMBER REPORTS
- 10. ADJOURNMENT

**GRANDVIEW CITY COUNCIL
COMMITTEE-OF-THE-WHOLE MEETING MINUTES
DECEMBER 10, 2019**

1. CALL TO ORDER

Mayor Gloria Mendoza called the Committee-of-the-Whole meeting to order at 6:00 p.m., in the Council Chambers at City Hall.

2. OATHS OF OFFICE

City Attorney Plant administered the Oath of Office to the following Councilmembers following the certification of the November 5, 2019 General Election results:

- Council Position 3 – 2 year unexpired term – Diana R. Jennings
- Council Position 4 – 4 year term – Gaylord Brewer
- Council Position 5 – 4 year term – Bill Moore
- Council Position 6 – 4 year short/full term – David S. Diaz
- Council Position 7 – 4 year term – Michael (Mike) Everett

3. ROLL CALL

Present were: Mayor Mendoza and Councilmembers Gay Brewer, David Diaz, Mike Everett, Diana Jennings, Bill Moore and Javier Rodriguez.

Councilmember Joan Souders arrived at 6:05 p.m.

Staff present were: City Administrator/Public Works Director Cus Arteaga, City Attorney Quinn Plant, City Treasurer Matt Cordray and City Clerk Anita Palacios.

4. PUBLIC COMMENT – None

5. NEW BUSINESS

A. Resolution approving Task Order No. 2019-06 with HLA Engineering and Land Surveying, Inc., for the Sanitary Sewer Trunk Main Replacement

City Administrator Arteaga explained that the City applied for and was granted a Water Quality Combined Financial Assistance 2019 Agreement between the State of Washington Department of Ecology to fund the Sanitary Sewer Trunk Main Replacement project.

City Engineer Terry Alapeteri with HLA Engineering and Land Surveying presented Task Order No. 2019-06 with HLA Engineering and Land Surveying, Inc., for the Sanitary Sewer Trunk Main Replacement in an amount of \$570,000.00 for professional engineering services and land surveying during construction.

Discussion took place.

On motion by Councilmember Everett, second by Councilmember Rodriguez, the C.O.W. moved a resolution approving Task Order No. 2019-06 with HLA Engineering and Land Surveying, Inc., for the Sanitary Sewer Trunk Main Replacement to the December 10, 2019 regular Council meeting for consideration.

B. Resolution accepting the bid for the Water Service Meter Equipment and authorizing the Mayor to sign all contract documents with Consolidated Supply Co.

City Engineer Justin Bellamy with HLA Engineering and Land Surveying explained that bids for the water service meter equipment were opened on November 14, 2019. A total of three (3) bids were received with Consolidated Supply Co., of Tigard, Oregon, submitting the low bid in the amount of \$745,135.50. The bid proposals of all bidders were reviewed and checked. In addition to the equipment costs, non-quantitative parameters such as reliability (warranty), manufacturer experience, qualifications, equipment availability, technical support capability, and past project performance were evaluated to ensure the most qualified and cost-effective proposal was selected. The bid evaluation summary and associated worksheets with scores were provided for each bidder. Scores for the equipment cost were granted as a ratio of the cost difference between bidders, with the most points granted to the lowest bidder and fewer points granted to the highest bidder. Points for the warranty values were granted in a similar manner, with the most points granted to the bidder with the longest non-prorated warranty period. Points awarded in the experience and qualifications categories were based on a ranking of the bidders from information provided. All three bidders have strong technical support capabilities and a good record of quality service to customers, so maximum points were granted to each bidder. The bid evaluation summary noted that the highest bidder offered the longest non-prorated warranty period and had the largest number of meter systems in service, however, the cost difference between bids of \$310,331.59 was substantial. The equipment costs, warranty periods, manufacturer experience, and resulting scores of each bidder were reviewed with City staff and it was determined that the bid proposal received from Consolidated Supply Co., would be the most cost-effective equipment solution for the City. Staff recommended the City accept the bid received from Consolidated Supply Co., in the amount of \$745,135.50.

Discussion took place.

On motion by Councilmember Moore, second by Councilmember Diaz, the C.O.W. moved a resolution accepting the bid for the Water Service Meter Equipment and authorizing the Mayor to sign all contract documents with Consolidated Supply Co., to the January 14, 2020 regular Council meeting for consideration.

C. Resolution authorizing the Mayor to sign the Washington State Transportation Improvement Board Fuel Tax Grant Agreement for the FY 2021 Overlay Project 3-E-183(008)-1 East Stover Road to Colleen's Way

City Administrator Arteaga explained that the City submitted a Transportation Improvement Board (TIB) grant funding application to the Arterial Preservation Program in the amount of \$239,715 for a grind and overlay of East Stover Road to Colleen's Way. On November 22, 2019, the City was awarded FY 2021 Overlay Project funding from the Washington State Transportation Improvement Board in the amount of \$239,715 for East Stover Road to Colleen's Way. The City would be required to provide a 10% local match in the amount of \$26,635 which would be funded through the Transportation Benefit District. The project was scheduled for construction in the spring of 2020. He presented the Fuel Tax Grant Agreement with TIB for Council consideration.

Discussion took place.

On motion by Councilmember Moore, second by Councilmember Souders, the C.O.W. moved a resolution authorizing the Mayor to sign the Washington State Transportation Improvement Board Fuel Tax Grant Agreement for the FY 2021 Overlay Project 3-E-183(008)-1 East Stover Road to Colleen's Way to January 14, 2020 regular Council meeting for consideration.

6. OTHER BUSINESS – None

7. ADJOURNMENT

The C.O.W. meeting adjourned at 7:00 p.m.

Mayor Gloria Mendoza

Anita Palacios, City Clerk

**GRANDVIEW CITY COUNCIL
REGULAR MEETING MINUTES
DECEMBER 10, 2019**

1. CALL TO ORDER

Mayor Gloria Mendoza called the regular meeting to order at 7:00 p.m. in the Council Chambers at City Hall.

Present were: Mayor Mendoza and Councilmembers Gay Brewer, David Diaz, Mike Everett, Diana Jennings, Bill Moore, Javier Rodriguez and Joan Souders.

Staff present were: City Administrator/Public Works Director Cus Arteaga, City Attorney Quinn Plant, City Treasurer Matt Cordray and City Clerk Anita Palacios.

2. PLEDGE OF ALLEGIANCE

Yvett Corona, 12th grade student at Grandview High School, led the pledge of allegiance.

3. PRESENTATIONS – None

4. PUBLIC COMMENT

Curtis Still, 1880 Alexander Extension, Grandview, indicated he was present to speak on behalf of maintaining dispatch at the Grandview Police Department which he thought was on the agenda for discussion.

5. CONSENT AGENDA

On motion by Councilmember Moore, second by Councilmember Everett, Council approved the Consent Agenda consisting of the following:

- A. Minutes of the November 26, 2019 Committee-of-the-Whole meeting
- B. Minutes of the November 26, 2019 Council meeting
- C. Payroll Check Nos. 11386-11416 in the amount of \$37,416.44
- D. Payroll Electronic Fund Transfers (EFT) Nos. 60234-60239 in the amount of \$135,642.61
- E. Payroll Direct Deposit 11/16/19-11/30/19 in the amount of \$166,266.02
- F. Claim Check Nos. 118907-118974 in the amount of \$101,786.41

6. ACTIVE AGENDA

- A. Resolution No. 2019-43 accepting the bid and authorizing the Grandview Herald as the Official City Newspaper for the year 2020

This item was previously discussed at the November 26, 2019 special C.O.W. meeting.

On motion by Councilmember Everett, second by Councilmember Diaz, Council approved Resolution No. 2019-43 accepting the bid and authorizing the Grandview Herald as the Official City Newspaper for the year 2020.

B. Ordinance No. 2019-20 amending Section 6.06.010 Dangerous Dog Definitions of the Grandview Municipal Code to comply with Laws of 2019, Engrossed House Bill 1026

This item was previously discussed at the November 12, 2019 and November 26, 2019 C.O.W. meetings.

On motion by Councilmember Jennings, second by Councilmember Souders, Council approved Ordinance No. 2019-20 amending Section 6.06.010 Dangerous Dog Definitions of the Grandview Municipal Code to comply with Laws of 2019, Engrossed House Bill 1026.

C. Ordinance No. 2019-21 adopting the budget and confirming tax levies for revenue to carry on the government for the fiscal year ending December 31, 2020

This item was previously discussed at the October 7, 2019 special budget meeting, October 14, 2019 special budget meeting, October 21, 2019 special Council meeting, October 28, 2019 special budget meeting, November 4, 2019 special budget meeting, November 12, 2019 Council meeting, November 18, 2019 special budget meeting, and November 26, 2019 regular Council meeting.

On motion by Councilmember Diaz, second by Councilmember Moore, Council approved Ordinance No. 2019-21 adopting the budget and confirming tax levies for revenue to carry on the government for the fiscal year ending December 31, 2020.

D. Ordinance No. 2019-22 amending the City of Grandview 2020 non-union salary schedule

This item was previously discussed at the October 7, 2019 special budget meeting, October 14, 2019 special budget meeting, October 28, 2019 special budget meeting, November 4, 2019 special budget meeting and November 18, 2019 special budget meeting.

On motion by Councilmember Rodriguez, second by Councilmember Jennings, Council approved Ordinance No. 2019-22 amending the City of Grandview 2020 non-union salary schedule.

E. Resolution No. 2019-44 approving Task Order No. 2019-06 with HLA Engineering and Land Surveying, Inc., for the Sanitary Sewer Trunk Main Replacement

This item was previously discussed at the December 10, 2019 C.O.W. meeting.

On motion by Councilmember Everett, second by Councilmember Souders, Council approved Resolution No. 2019-44 approving Task Order No. 2019-06 with HLA Engineering and Land Surveying, Inc., for the Sanitary Sewer Trunk Main Replacement.

7. **UNFINISHED AND NEW BUSINESS**

A. **December 24, 2019 C.O.W. and Council Meeting Cancellation**

On motion by Councilmember Souders, second by Councilmember Jennings, Council cancelled the December 24, 2019 Committee-of-the-Whole and Council meetings due to a lack of agenda items and the Christmas holiday.

8. **CITY ADMINISTRATOR AND/OR STAFF REPORTS** -- None

9. **MAYOR & COUNCILMEMBER REPORTS**

YVCOG General Membership Meeting – Councilmember Moore reported that the YVCOG General Membership Meeting was scheduled for December 11th in Yakima.

Christmas Eve Holiday for Employees – Mayor Mendoza reported that for many years, it has been tradition for the Mayor to grant City employees Christmas Eve afternoon off. She wanted to continue that tradition. Council concurred.

10. **ADJOURNMENT**

On motion by Councilmember Moore, second by Councilmember Rodriguez, Council adjourned the regular meeting at 7:25 p.m.

Mayor Gloria Mendoza

Anita Palacios, City Clerk

RESOLUTION NO. 2020-1

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
ACCEPTING THE BID FOR THE WATER SERVICE METER EQUIPMENT AND
AUTHORIZING THE MAYOR TO SIGN ALL CONTRACT DOCUMENTS WITH
CONSOLIDATED SUPPLY CO.**

WHEREAS, the City of Grandview has advertised for bids for the Water Service Meter Equipment; and,

WHEREAS, Consolidated Supply Co., of Tigard, Oregon, has submitted the lowest responsible bid, which bid has been accepted;

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

The Mayor is hereby authorized to sign all contract documents with Consolidated Supply Co., for the Water Service Meter Equipment in the amount of \$745,135.50.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on January 14, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

RESOLUTION NO. 2020-2

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN THE WASHINGTON STATE
TRANSPORTATION IMPROVEMENT BOARD FUEL TAX GRANT
AGREEMENT FOR THE FY 2021 OVERLAY PROJECT 3-E-183(008)-1
EAST STOVER ROAD TO COLLEEN'S WAY**

WHEREAS, the City of Grandview has been selected by the Washington State Transportation Improvement Board to receive TIB funds in the amount of \$239,715 for the FY 2021 Overlay Project for East Stover Road to Colleen's Way, and

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

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

The Mayor is hereby authorized to sign the Fuel Tax Grant Agreement between the City of Grandview and the Washington State Transportation Improvement Board in the form as is attached hereto and incorporated herein by reference for the FY 2021 Overlay Project 3-E-183(008)-1 East Stover Road to Colleen's Way.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on January 14, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



City of Grandview
3-E-183(008)-1
FY 2021 Overlay Project
Multiple Locations

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of Grandview
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the FY 2021 Overlay Project, Multiple Locations (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Grandview, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

TIB hereby grants funds in the amount of \$239,715 for the project specified above, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

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

3.0 PROJECT DOCUMENTATION

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

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

4.0 BILLING AND PAYMENT

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



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

5.0 TERM OF AGREEMENT

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

6.0 AMENDMENTS

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

7.0 ASSIGNMENT

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

8.0 GOVERNANCE & VENUE

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

9.0 DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

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

9.2 DEFAULT

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



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

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

9.3 TERMINATION

a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.

b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.

c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

9.4 TERMINATION FOR NECESSITY

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

10.0 USE OF TIB GRANT FUNDS

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

11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

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



12.0 INDEPENDENT CAPACITY

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

13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

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

14.0 DISPUTE RESOLUTION

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



Project Funding Status Form

Agency Name: **GRANDVIEW**
Project Name: **FY 2021 Overlay Project**
Multiple Locations

TIB Project Number: **3-E-183(008)-1**

Verify the information below and revise if necessary.

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

PROJECT SCHEDULE

Target Dates		
Construction Approval	Contract Bid Award	Contract Completion

PROJECT FUNDING PARTNERS

List additional funding partners and amount.

Funding Partners	Amount	Revised Funding
GRANDVIEW	26,635	
WSDOT	0	
Federal Funds	0	
TOTAL LOCAL FUNDS	26,635	

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

Mayor or Public Works Director

Signature

Date

Printed or Typed Name

Title

Financial Officer

Signature

Date

Printed or Typed Name

Title



**WASHINGTON STATE BOUNDARY REVIEW BOARD
FOR YAKIMA COUNTY**

128 North Second Street
Fourth Floor Courthouse
Yakima, Washington 98901

(509) 574-2300 • FAX (509) 574-2301

January 7, 2020

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

RE: File No.: BRB2019-00007, City of Grandview – LaFever Annexation

Dear Ms. Palacios:

This is to notify you that the 45-day period that followed your filing the "Notice of Intention" for the subject annexation ended on January 4, 2020. No one invoked the Boundary Review Board's jurisdiction; and therefore, the annexation is deemed approved by the BRB pursuant to RCW 36.93.100(4).

In order to complete the final filing process, please let me know:

1. **The date on which the City records with the County Auditor the ordinance annexing this property.** I will then be able to retrieve the Auditor's imaged PDF of the recorded ordinance for notifying affected agencies.
2. **The date on which the ordinance becomes effective,** so that I can also inform affected agencies of that date.

Please contact me with any questions.

Sincerely,

Bridget Pechtel
Chief Clerk of the Board
509-574-2300
bridget.pechtel@co.yakima.wa.us

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

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

ORDINANCE NO. 2020-1

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

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

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

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

WHEREAS, petitioners further understood the proposed zoning of said area proposed for annexation would be R-1 Single Family Residential for Parcel No. 230927-14411; and

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

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

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

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

WHEREAS, on January 7, 2020, the Yakima Boundary Review Board notified the City that the 45-day review period lapsed on the "Notice of Intention" and the annexation was deemed approved by the Boundary Review Board,

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

SECTION 1. There has been filed with the City Council of the City of Grandview, a petition in writing signed by property owners owning a majority of the assessed value of the property proposed for annexation hereinafter described on Exhibit "A"; that said petition set forth the fact that the City Council of the City of Grandview required the assumption of City indebtedness by the area requesting to be annexed; that prior to filing of said petition, the City Council had on August 27, 2019 agreed to consider the annexation as proposed in the Letter of Intent; and that petitioners further understood the proposed zoning of said area proposed for annexation would be R-1 Single Family Residential for Parcel No. 230927-14411.

SECTION 2. October 9, 2019 was set as the date for the open record public hearing before the Hearing Examiner and November 12, 2019 was set as the date for the closed record public hearing on said petition before the Grandview City Council; notice of such hearings were published in the Daily Sun News, a newspaper of general circulation in the City of Grandview; notice of such hearings was also posted in three public places within the territory proposed for annexation; notice of such hearings was also mailed to owners of property within three hundred feet of the territory proposed for annexation; and said notice specified the time and place of such hearings and invited interested persons to appear and voice approval or disapproval of the annexation.

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

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

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

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

SECTION 7. All property within the territory so annexed shall be and hereby is zoned be R-1 Single Family Residential for Parcel No. 230927-14411.

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

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on January 14, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

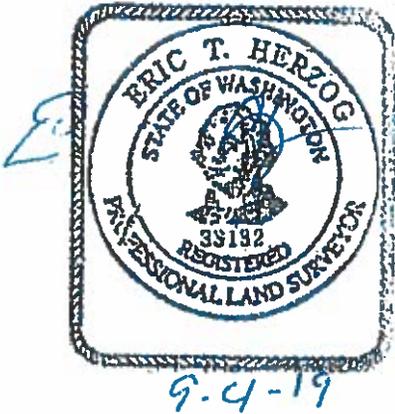
PUBLICATION: 1/15/20

EFFECTIVE: 1/20/20

City of Grandview
LaFever Annexation
HLA Project no. 19007
September 4, 2019

Annexation Description

Lot 12, GRANDVIEW HEIGHTS TRACTS, according to the official plat thereof, recorded in Volume "T" of Plats, Page 41, records of Yakima County, Washington.



GRANDVIEW HEIGHTS TRACTS

"T"-41



YAKIMA COUNTY

SAND HILL RD.

PROPOSED CITY LIMITS

LOT 16

SOUTHEAST CORNER OF LOT 16

LOT 12

PARCEL NO.
230927-14411

EXISTING CITY LIMITS

CITY OF
GRANDVIEW

SOUTHWEST
CORNER OF LOT 12

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



JOB NO: 19007
DRAWING:
LAFEVER_ANNEX.dwg
DATE: 9-4-19
DRAWN BY: TDF

ANNEXATION EXHIBIT
for, CITY OF GRANDVIEW
LAFEVER ANNEXATION
YAKIMA COUNTY, WASHINGTON



**WASHINGTON STATE BOUNDARY REVIEW BOARD
FOR YAKIMA COUNTY**

128 North Second Street
Fourth Floor Courthouse
Yakima, Washington 98901

(509) 574-2300 • FAX (509) 574-2301

January 7, 2020

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

RE: File No.: BRB2019-00006, City of Grandview – Charvet Brothers Farms Annexation

Dear Ms. Palacios:

This is to notify you that the 45-day period that followed your filing the "Notice of Intention" for the subject annexation ended on January 4, 2020. No one invoked the Boundary Review Board's jurisdiction; and therefore, the annexation is deemed approved by the BRB pursuant to RCW 36.93.100(4).

In order to complete the final filing process, please let me know:

1. The date on which the City records with the County Auditor the ordinance annexing this property. I will then be able to retrieve the Auditor's imaged PDF of the recorded ordinance for notifying affected agencies.
2. The date on which the ordinance becomes effective, so that I can also inform affected agencies of that date.

Please contact me with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Bridget Pechtel".

Bridget Pechtel
Chief Clerk of the Board
509-574-2300
bridget.pechtel@co.yakima.wa.us

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

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

ORDINANCE NO. 2020-2

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

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

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

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

WHEREAS, petitioners further understood the proposed zoning of said area proposed for annexation would be R-1 Single Family Residential for Parcel Nos. 230926-21002, 230926-21003, 230926-24003, 230926-22010, 230926-22011, 230926-23008, 230926-23009 and 230926-24004; and

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

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

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

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

WHEREAS, on January 7, 2020, the Yakima Boundary Review Board notified the City that the 45-day review period lapsed on the "Notice of Intention" and the annexation was deemed approved by the Boundary Review Board,

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

SECTION 1. There has been filed with the City Council of the City of Grandview, a petition in writing signed by property owners owning a majority of the assessed value of the property proposed for annexation hereinafter described on Exhibit "A"; that said petition set forth the fact that the City Council of the City of Grandview required the assumption of City indebtedness by the area requesting to be annexed; that prior to filing of said petition, the City Council had on August 27, 2019 agreed to consider the annexation as proposed in the Letter of Intent; and that petitioners further understood the proposed zoning of said area proposed for annexation would R-1 Single Family Residential for Parcel Nos. 230926-21002, 230926-21003, 230926-24003, 230926-22010, 230926-22011, 230926-23008, 230926-23009 and 230926-24004.

SECTION 2. October 9, 2019 was set as the date for the open record public hearing before the Hearing Examiner and November 12, 2019 was set as the date for the closed record public hearing on said petition before the Grandview City Council; notice of such hearings were published in the Daily Sun News, a newspaper of general circulation in the City of Grandview; notice of such hearings was also posted in three public places within the territory proposed for annexation; notice of such hearings was also mailed to owners of property within three hundred feet of the territory proposed for annexation; and said notice specified the time and place of such hearings and invited interested persons to appear and voice approval or disapproval of the annexation.

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

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

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

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

SECTION 7. All property within the territory so annexed shall be and hereby is zoned be R-1 Single Family Residential for Parcel Nos. 230926-21002, 230926-21003, 230926-24003, 230926-22010, 230926-22011, 230926-23008, 230926-23009 and 230926-24004.

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

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on January 14, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLICATION: 1/15/20
EFFECTIVE: 1/20/20

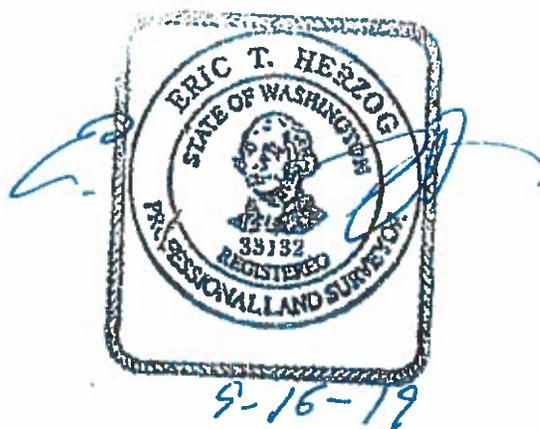
City of Grandview
Charvet Annexation – Legal Description
HLA Project No. 19007G
September 10, 2019 (REVISED September 16, 2019)

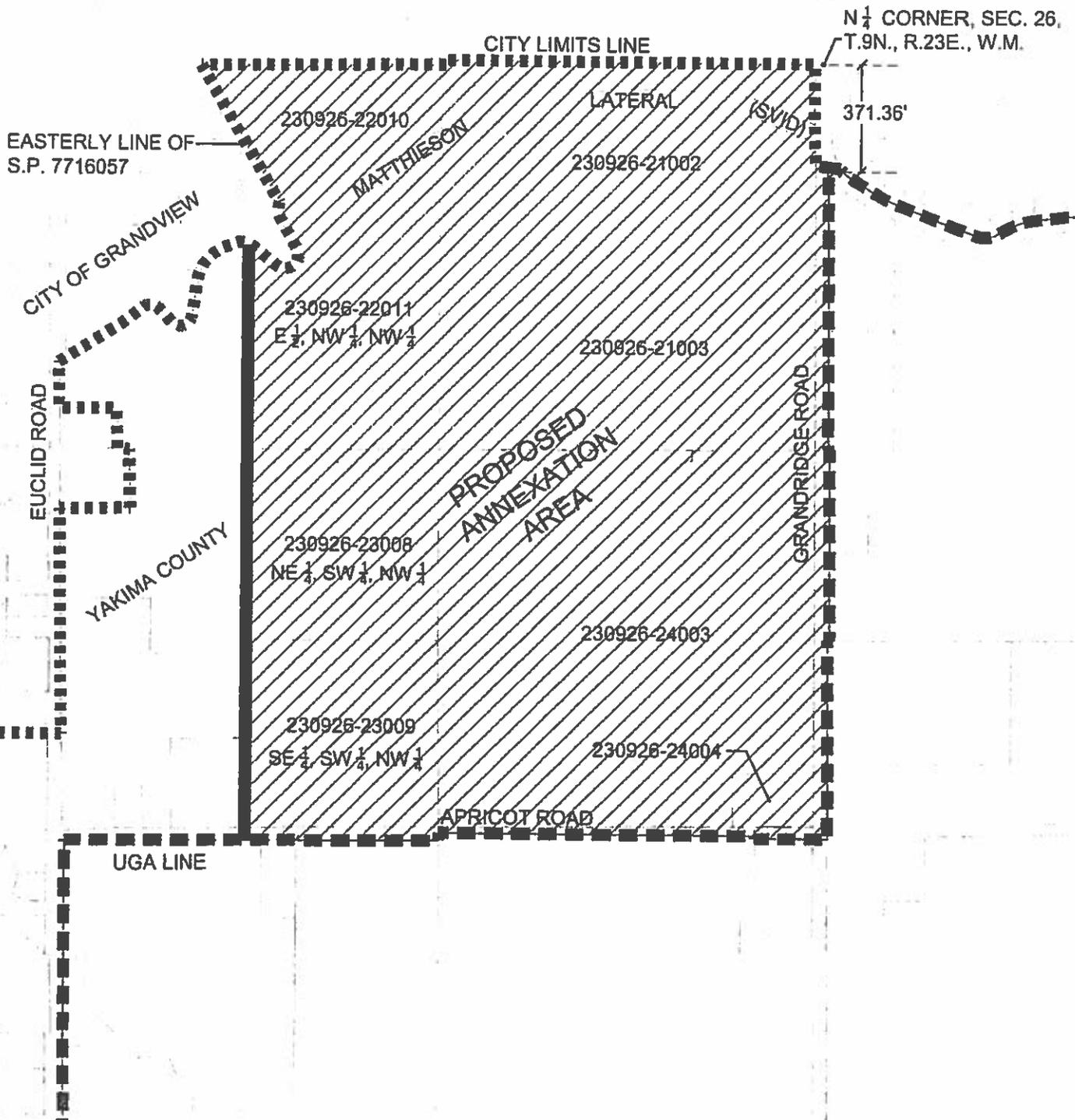
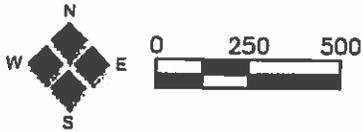
Proposed Charvet Annexation

That part of Section 26, Township 9 North, Range 23 East, W.M., described as follows:

Commencing at the North quarter corner of said Section 26;
Thence Westerly along the North line of said Section 26 to the Westerly right of way line of Grandridge Road and the Point of Beginning;
Thence Southerly along said Westerly right of way line to a point that is 371.36 feet Southerly of the North line of said Section 26 as measured perpendicular thereto;
Thence Easterly parallel with said North line to the Easterly right of way line of said Grandridge Road;
Thence Southerly along said Easterly right of way line to the Southerly right of way line of Apricot Road;
Thence Westerly along said Southerly right of way line to the Southerly extension of the West line of the East half of the Southwest quarter of the Northwest quarter of said Section 26;
Thence Northerly along said West line to the Southwest corner of the East half of the Northwest quarter of the Northwest quarter of said Section 26;
Thence Northerly along said West line to the Southerly right of way line of said Matthieson Lateral;
Thence Easterly along said Southerly line to the Southeasterly extension of the Northeasterly line of that Short Plat recorded under Auditor's File Number 7716057, records of Yakima County, Washington;
Thence Northwesterly along said line to the North line of said Section 26;
Thence Easterly along said North line to the Point of Beginning;

Situate in Yakima County, State of Washington.





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

JOB NUMBER: 19007G	DATE: 9-9-19
FILE NAMES: DRAWING: CHARVET-ANNEX.dwg	
REVIEWED BY:	ETH
ENTERED BY:	TDF

CITY OF GRANDVIEW
 CHARVET ANNEXATION
 YAKIMA COUNTY
 ANNEXATION EXHIBIT MAP

26