

**GRANDVIEW CITY COUNCIL  
COMMITTEE-OF-THE-WHOLE  
MEETING AGENDA  
TUESDAY, JANUARY 28, 2020**



**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. Resolution authorizing the Mayor to sign a lease with the Yakima Valley Fair and Rodeo Board 1-6
    - B. Resolution approving Task Order No. 2020-01 with HLA Engineering and Land Surveying, Inc., for the Stover Road Resurfacing Project from East Stover Road to Colleen's Way 7-12
  5. **OTHER BUSINESS**
  6. **ADJOURNMENT**
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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 lease with the Yakima Valley Fair and Rodeo Board

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

**AGENDA DATE:**

**DEPARTMENT**

Parks & Recreation

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

**DEPARTMENT DIRECTOR REVIEW**

Gretchen Chronis, Parks & Recreation Director



**CITY ADMINISTRATOR**



**MAYOR**



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

In December of 1988, the City of Grandview entered into a lease agreement between the Yakima Valley Junior Fair. The lease agreement allowed park property to be used for the purpose of conducting the annual fair.

**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.

During the past month, the Yakima Valley Fair and Rodeo Board has been working closely with the City to finalize a lease agreement update between the two entities. During the January 2020 Fair Board meeting, the Board approved the agreement and now the document comes to City Council for consideration.

**ACTION PROPOSED**

Move a resolution authorizing the Mayor to sign a lease with the Yakima Valley Fair and Rodeo Board to a regular Council meeting agenda for consideration.

**RESOLUTION NO. 2020-\_\_\_\_\_**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
AUTHORIZING THE MAYOR TO SIGN A LEASE WITH  
THE YAKIMA VALLEY FAIR AND RODEO BOARD**

**WHEREAS**, the City of Grandview owns park property described as:

Lot 1 of Short Plat 86-216 recorded under Auditor's File No. 3783394 records of Yakima County, Washington, and,

**WHEREAS**, the City wishes to lease a portion of said park property to the Yakima Valley Fair and Rodeo Board for the public purpose of conducting an annual fair and rodeo and for other community purposes,

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

The Mayor is hereby authorized to sign a Lease with the Yakima Valley Fair and Rodeo Board for the sum of One Dollar (\$1.00) per year and other valuable consideration upon the terms and conditions contained in the written Lease in the form as is attached hereto and incorporated herein by reference.

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

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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

## LEASE

THIS LEASE is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the CITY OF GRANDVIEW, a Municipal Corporation, hereinafter referred to as LESSOR, and the YAKIMA VALLEY FAIR AND RODEO BOARD, hereinafter referred to as LESSEE.

### WITNESSETH:

For and in consideration of One Dollar (\$1.00) in hand paid, receipt of which is hereby acknowledged and the covenants and agreements and mutual benefits to be derived here from, the LESSOR hereby leases to and the LESSEE hereby leases from the LESSOR, the following described premises, to wit:

That part of Lot 1 of Short Plat 86-216 recorded under Auditor's File No. 3783394 records of Yakima County, Washington hereinafter shown out-lined in red on the attached plan comprising an area 230 feet by 685 feet (approximately 3.62 acres) along with limited usage as hereinafter provided of the County Park Events Center at 812 Wallace Way, Grandview, WA, and, along with the Rodeo area.

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1. **TERM:** The term of this lease shall be for a period of ten (10) years commencing March 1, 2020 and terminating at midnight on February 28, 2030.

2. **AUTOMATIC RENEWAL:** On the condition that all of these lease terms have been complied with, this lease shall automatically renew for another 10 year term unless, the LESSOR or the LESSEE shall give the other party notice in writing at least 90 days prior to the end of the term.

3. **RENT.** LESSEE shall pay to LESSOR, the sum of One Dollar (\$1.00) per year of this lease or any extension hereof.

4. **POSSESSION.** LESSEE shall have exclusive possession of the premises herein above described. EXCEPT, in the event the LESSOR requires the premises for a community function, that portion required shall be made available to the LESSOR through the mutual agreement of the LESSOR and LESSEE. In the event the LESSOR intends to allow another organization or group to use the above described premises, both the LESSOR and the LESSEE must authorize such usage.

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5. **ADDITIONAL USAGE.** The LESSEE, in addition to the area described above shall also have the exclusive possession of the balance of Lot 1 of Short Plat 86.216 except the baseball diamonds, amphitheater and the George Young building and except that portion leased to the Washington Army National Guard for a period of three (3) weeks prior to the annual Yakima Valley Fair & Rodeo, during the Fair, and ten (10) days after the Fair. LESSEE shall have exclusive use of the baseball diamonds, amphitheater and the George Young Building for the period of one (1) week prior to the

Fair, during the Fair and one (1) week after the Fair. LESSEE shall also have access and use of the George Young Building once a month on a date mutually acceptable by the LESSEE and LESSOR for their regular board meetings.

6. **BUILDINGS AND FACILITIES:** The LESSEE shall have the exclusive possession and use of all livestock buildings, corrals and livestock auction facilities and rodeo facilities or other buildings constructed or purchased by the LESSEE on the land shown outlined in red in the plan attached hereto, and LESSOR shall have no rights as to those buildings unless by agreement of the parties. Use by other organizations or groups shall be only with the consent of the LESSOR and LESSEE.

7. **BUILDING OWNERSHIP AND MAINTENANCE.** It is understood and agreed by and between the parties hereto that the land in this lease is the property of the LESSOR. It is further understood and agreed that LESSEE may erect buildings and has erected buildings on the above described premises only with the approval of the LESSOR. All such buildings erected by the LESSEE shall remain the property of the LESSEE. Any and all buildings erected by the LESSEE or by the LESSOR on the property which is the subject of this lease shall be in strict compliance with all applicable building codes adopted by the LESSOR and no building shall be constructed until the design, materials and construction is approved by the LESSOR which approval shall not be unreasonably withheld. All buildings constructed by the LESSEE shall be maintained and repaired by the LESSEE unless repairs are necessitated by the actions of the LESSOR. LESSEE and shall be maintained all such buildings in a safe and presentable condition and shall be solely responsible for all utilities and assessments on the buildings.

In the event any or all of the buildings described herein are destroyed by fire, earthquake, wind storm or by any other means, the LESSEE shall have the right to (a) terminate this lease or (b) replace said buildings and continue this lease under the terms and conditions set forth herein.

8. **INSURANCE.** LESSEE shall at all times keep their buildings insured to their full insurable value and all risk of loss shall be that of the LESSEE. It shall also be the duty and obligation of the LESSEE to maintain liability insurance against any and all damages or claims of anyone for injury suffered on the leased premises and to name the LESSOR as a co-insured under any such insurance policy. Said policy shall be in an amount not less than one million dollars (\$1,000,000.00) in the aggregate.

In the event LESSOR should use any buildings on the above described premises as above reserved to LESSEE herein for such a purpose or in such a manner as to increase the LESSEE'S insurance premiums, it is agreed that the LESSOR Shall pay to the LESSEE any increased insurance premiums due to such usage by the LESSOR.

9. **INDEMNIFICATION AND HOLD HARMLESS.** During such times as the LESSEE has the exclusive use and occupancy of the leased property, the LESSEE will protect, indemnify and save harmless LESSOR from and against all liabilities, obligations, claims, damages, penalties causes of action, costs and expenses (including, without limitation, reasonable attorney's fees and expenses) imposed upon or incurred by or asserted against the LESSOR by reason of:

(a) ownership of the Premises or any interest herein, or receipt of any rent of other sum therefrom,

(b) any accident, occurrence, injury to or death of persons (including workmen) or loss of or damage to property occurring on or about the premises or any part thereof or the adjoining sidewalks, curbs, vaults and vault space, in any, streets or ways,

(c) any use, non-use or condition of the premises or any part thereof or the adjoining sidewalks, curbs, vaults or vault space, if any, streets, or ways,

(d) any failure on the part of LESSEE to perform or comply with any of the terms of this lease, or

(e) performance of any labor or services or the furnishing of any materials or other property in respect of the premises or any part thereof.

In case any action, suit or proceeding is brought against LESSOR by reason of such occurrence, LESSEE, upon LESSOR'S request, will at LESSEE'S expense resist and defend such action, suit or proceeding, or cause the same to be resisted and defended by counsel designated by LESSEE and approve by LESSOR. The obligations of LESSEE under this paragraph arising by reason of any such occurrence taking place during the term of this lease shall survive any termination of this lease.

In the event the LESSEE is granted the use of the Country Park Events Center or any part hereof during any other period of the year, the LESSEE shall indemnify and hold the LESSOR harmless as stated in the last paragraph.

During any period of time in which the LESSOR is using the leased premises hereunder, ~~the LESSOR shall hold the LESSEE harmless and shall indemnify the LESSEE for any claims or damages to any person or any property arising from any and all condition, uses or occupancy of the described property or buildings located thereon as provided herein above except as to any direct negligence on the part of the LESSEE its employees or agents~~

10. **ASSIGNMENT.** LESSEE may not assign this lease of sublease the premises except for booth rental at Fair time or community events without the express written consent of the LESSOR which consent cannot be unreasonably withheld.

11. **TERMINATION.** In the event the Yakima Valley Fair and Rodeo should be discontinued, or should the LESSEE herein for any reason decide to hold said fair on premises other than the premises herein described, the LESSEE shall have a period of twelve (12) months in which to remove any and all buildings it has constructed on the above describe premises and in the event of said removal, the LESSEE agrees to restore the property to its original state. Upon such removal this lease shall terminate. In the event said buildings are not removed within twelve (12) months of notification that the Fair is discontinued at this location, the LESSEE shall pay the sum of \$500.00 per month to the LESSEE for up to an additional twelve months. In the event said buildings have not been removed at the end of twenty-four (24) months, said buildings or the remainder of the buildings shall become the property of the LESSOR and LESSEE shall peacefully surrender possession of said buildings to the LESSOR.

12. **ARBITRATION.** In the event the LESSOR and LESSEE are unable to agree as is required in Paragraphs 4, 5 and 6, the parties shall submit the issue to arbitration. Each party shall appoint one arbitrator and the two arbitrators shall appoint a third,. The decision of the majority of the arbitrators shall be binding upon the parties hereto. In not event shall this arbitration clause be construed to allow changes to specific terms of the lease. All costs of arbitration shall be divided equally between the LESSOR and the LESSEE.

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Dated this 20<sup>th</sup> day of January, 2020.

**CITY OF GRANDVIEW**

\_\_\_\_\_  
MAYOR

Attest:

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

**YAKIMA VALLEY FAIR AND RODEO BOARD**

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Yvonne Graham  
President

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

**ITEM TITLE**

Resolution approving Task Order No. 2020-01 with HLA Engineering and Land Surveying, Inc., for the Stover Road Resurfacing Project from East Stover Road to Colleen's Way

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

**AGENDA DATE:** January 28, 2020

**DEPARTMENT**

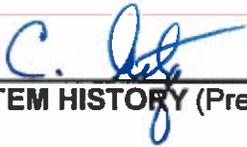
Public Works Department

**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)

The City applied for and received funding from the Washington State Transportation Improvement Board for roadway improvements to resurface approximately 2,400 linear feet of Stover Road from East Stover Road to Colleen's Way.

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

Attached is Task Order No. 2020-01 with HLA Engineering and Land Surveying, Inc., for the Stover Road Resurfacing project from East Stover Road to Colleen's Way with an estimated total amount of \$61,400.00 for professional engineering services and land surveying during design and construction.

**ACTION PROPOSED**

Move a resolution approving Task Order No. 2020-01 with HLA Engineering and Land Surveying, Inc., for the Stover Road Resurfacing Project from East Stover Road to Colleen's Way to the regular Council meeting for consideration.

**RESOLUTION NO. 2020-\_\_\_\_\_**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
APPROVING TASK ORDER NO. 2020-01 WITH HLA ENGINEERING  
AND LAND SURVEYING, INC., FOR THE STOVER ROAD RESURFCING PROJECT  
FROM EAST STOVER ROAD TO COLLEEN'S WAY**

**WHEREAS**, the City of Grandview has entered into a General Services Agreement with Huijbregtse, Louman Associates, Inc., (HLA) for work pursuant to task orders; and,

**WHEREAS**, the City would like to enter into a Task Order with HLA to provide professional engineering services and land surveying for the Stover Road Resurfacing project from East Stover Road to Colleen's Way,

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

The Mayor is hereby authorized to sign Task Order No. 2020-01 with HLA Engineering and Land Surveying, Inc., to provide professional engineering services and land surveying for the Stover Road Resurfacing project from East Stover Road to Colleen's Way with an estimated total amount of \$61,400.00 in the form as is attached hereto and incorporated herein by reference.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at a special meeting on \_\_\_\_\_, 2020.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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

**TASK ORDER NO. 2020-01**

REGARDING GENERAL AGREEMENT BETWEEN CITY OF GRANDVIEW

AND

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

**PROJECT DESCRIPTION:**

**Stover Road Resurfacing**

HLA Project No. 20038E

TIB Project No. 3-E-183 (008)-1

The City of Grandview (CITY) has received funding from the Washington State Transportation Improvement Board (TIB) for roadway improvements to Stover Road. The CITY would like to resurface approximately 2,400 linear feet of Stover Road from East Stover Road to Colleen's Way.

Engineering design work will begin immediately following Task Order approval. Construction is anticipated to occur in 2020.

**SCOPE OF SERVICES:**

At the direction of the CITY, HLA will provide professional engineering services for the Stover Road Improvements (PROJECT). HLA shall provide a comprehensive civil engineering construction document package (plans, specifications, and estimate) to consist of planing existing asphalt surface, crack sealing, resurfacing with hot mix asphalt, fog sealing, ADA compliant curb ramps, and pavement markings. Services will also include advertising and bidding, recommendation of contract award to the lowest responsible bidder, and engineering services during construction.

HLA shall provide the following services:

**1.0 Design Engineering**

- 1.1 Call for utility locates prior to survey and perform topographic survey of the PROJECT area.
- 1.2 Prepare site topographic survey in AutoCAD format showing field-located improvements and utilities.
- 1.3 Attend one (1) design meeting with the CITY to obtain input regarding existing and proposed improvements.
- ~~1.4 Prepare complete plan set, including plan sheets with construction notes and plan details.~~
- 1.5 Prepare final construction cost estimate.
- 1.6 Prepare final PROJECT specifications.
- 1.7 Submit final documents to the CITY for review and approval.
- 1.8 Transmit plans to dry utility companies, including power, cable, natural gas, and telephone to advise them of pending construction.
- 1.9 Incorporate CITY review comments and provide final construction documents for bidding approval.
- 1.10 Submit final documents to TIB for review and bid authorization.

- 1.11 Prepare advertisement for bids and transmit to newspapers as selected by the CITY. Advertising fees to be paid by the CITY.
- 1.12 Provide contract documents to potential bidders, as requested, and maintain planholder list.
- 1.13 Prepare any required addenda to contract documents.
- 1.14 Answer questions during bidding from prospective bidders.
- 1.15 Attend PROJECT bid opening, check and tabulate bids, and make recommendation of award to lowest responsible bidder.
- 1.16 Submit bid tabulation to TIB and prepare Updated Cost Estimate (UCE).

## **2.0 Construction Engineering**

- 2.1 Following award of the Contract by the CITY, prepare Notice of Award to the Contractor.
- 2.2 Assist in reviewing bond and insurance and prepare contracts.
- 2.3 Coordinate and conduct preconstruction conference followed by issuance of Notice to Proceed.
- 2.4 Furnish the field survey crew to set horizontal and vertical control for the PROJECT.
- 2.5 Provide staking for construction, including structures, curb and gutter, sidewalk, and subgrade elevations.
- 2.6 Provide submittal review for PROJECT materials as provided by the Contractor per the PROJECT specifications.
- 2.7 Attend construction meetings anticipated once per week during the duration of the improvements.
- 2.8 Furnish a qualified resident engineer (inspector) to observe construction and be at the PROJECT site during all significant work. The resident engineer shall provide surveillance of construction for substantial compliance with plans and specifications.
- 2.9 Prepare construction progress reports for days the resident engineer is present.
- 2.10 Recommend progress payments for the Contractor to the CITY.
- 2.11 Prepare and submit proposed contract change orders when applicable.
- 2.12 Conduct final inspection and prepare punchlist of items to be corrected by the Contractor and provide to the CITY.
- 2.13 Prepare record drawings of civil-related improvements based on the Contractor's as-built plans.
- 2.14 Prepare administrative documents for the appropriate agencies which have jurisdiction over funding, design, and construction of the PROJECT.
- 2.15 Monitor Contractor's compliance with the Contract documents for labor standards and review Statements of Intent to pay Prevailing Wages and Affidavits of Wages Paid.

### **3.0 Additional Services**

Provide professional engineering and land surveying services for additional work requested by the CITY that is not included above.

### **4.0 Items to be Furnished and Responsibility of CITY**

- 4.1 Provide full information as to CITY requirements of the PROJECT.
- 4.2 Pay for PROJECT advertising, notices or other publication as may be required by the funding source.
- 4.3 Assist HLA by providing all available information pertinent to the PROJECT, including previous reports, drawings, plats, surveys, utility records, and any other data relative to design and construction of the PROJECT.
- 4.4 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by HLA, and provide written decisions within a reasonable time as not to delay the work of HLA.
- 4.5 Obtain approval of all governmental authorities having jurisdiction over the PROJECT, and approvals and consents from other individuals or bodies as necessary for completion. Pay all review fees and costs associated with obtaining such approvals.

### **TIME OF PERFORMANCE:**

HLA will diligently pursue completion of the PROJECT with the following schedule anticipated:

#### **1.0 Design Engineering**

Completion of plans, specifications, opinion of cost, and bidding services within thirty (30) working days following receipt of signed Task Order.

#### **2.0 Construction Engineering**

It is estimated construction of improvements will be completed within fifteen (15) working days following award of the contract and Notice to Proceed.

#### **3.0 Additional Services**

Time for completion of work directed by the CITY under Additional Services shall be negotiated and mutually agreed upon at the time of service request by the CITY.

### **FEE FOR SERVICE:**

#### **1.0 Design Engineering**

All work for Design Engineering services shall be performed for the Lump Sum fee of \$30,700.00.

#### **2.0 Construction Engineering**

All work for Construction Engineering services shall be completed on an hourly basis, at normal hourly billing rates, for the estimated maximum fee of \$30,700.00. If the Contractor is granted additional working days beyond those identified in the Time of Performance, then work shall be considered Additional Services.

**3.0 Additional Services**

Any additional work requested by the CITY that is not included in this Task Order shall be authorized by the CITY and agreed upon by HLA in writing prior to proceeding with the services. HLA will perform the additional services as directed/authorized by the CITY on a time-spent basis at the hourly billing rates included in our General Agreement, plus reimbursement for direct non-salary expenses such as laboratory testing, printing expenses, vehicle mileage, out-of-town travel costs, and outside consultants.

**Proposed:**  1/16/2020  
HLA Engineering and Land Surveying, Inc. Date  
Michael T. Battle, PE, President

**Approved:** \_\_\_\_\_ Date \_\_\_\_\_  
City of Grandview  
Gloria Mendoza, Mayor