

**GRANDVIEW CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY, AUGUST 13, 2024**



PLEASE NOTE: The maximum occupancy of the Council Chambers is 49 individuals at one time. Access to exits must be kept clear to ensure everyone in the Chambers can safely exit in the event of an emergency.

This meeting will be held in person and will also be available via teleconference.

REGULAR MEETING – 7:00 PM

PAGE

- 1. CALL TO ORDER & ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. APPROVE AGENDA**
- 4. PRESENTATIONS**
- 5. 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. The public comment period is not an opportunity for dialogue with the Mayor and Councilmembers, or for posing questions with the expectation of an immediate answer. Many questions require an opportunity for information gathering and deliberation. For this reason, Council will accept comments, but will not directly respond to comments, questions or concerns during public comment. If you would like to address the Council, please step up to the microphone and give your name and address for the record. Your comments will be limited to three minutes.*
- 6. 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 July 23, 2024 Committee-of-the-Whole meeting 1-4
 - B. Minutes of the July 23, 2024 Council meeting 5-7
 - C. Payroll Check Nos. 14001-14031 in the amount of \$32,048.64
 - D. Payroll Electronic Fund Transfers (EFT) Nos. 61385-61391 in the amount of \$120,293.20
 - E. Payroll Direct Deposit 07/16/24-07/31/24 in the amount \$173,580.68
 - F. Claim Check Nos. 1294301-129540 in the amount of \$419,192.89
 - G. Resolution No. 2024-42 authorizing the Police Chief to execute and administer an Interlocal Agreement for participation in the Law Enforcement Against Drugs (LEAD) Task Force 8-26
- 7. ACTIVE AGENDA** – *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. 2024-43 authorizing the Mayor to sign Change Order No. 2 with Interwest Construction, Inc., for the Wine Country Road and Higgins Way Improvements 27-29
 - B. Resolution No. 2024-44 approving Amendment No. 2 to Task Order No. 2023-06 with HLA Engineering and Land Surveying, Inc., for the Wine Country Road and Higgins Way Improvements 30-32

PAGE

C. Resolution No. 2024-45 authorizing the Mayor to sign the Right of Way Procedures with the Washington State Department of Transportation for the Stover Road Railroad Crossing Improvements 33-42

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

The City of Grandview Committee-of-the-Whole and Regular Council Meetings scheduled for Tuesday, August 13, 2024 at 6:00 pm and 7:00 pm will be held in person and will also be available via teleconference.

Please join the meeting from your computer, tablet or smartphone.

Join Zoom Meeting

<https://us06web.zoom.us/j/85203555505?pwd=LNN3Db3BvjvN9HaFy7QRWFSNr9pfUQ.1>

To join via phone: +1 253 215 8782

Meeting ID: 852 0355 5505

Passcode: 773374

**GRANDVIEW CITY COUNCIL
COMMITTEE-OF-THE-WHOLE MEETING MINUTES
JULY 23, 2024**

1. CALL TO ORDER

Mayor Ashley Lara called the Committee-of-the-Whole (C.O.W.) meeting to order at 6:00 p.m., in the Council Chambers at City Hall.

The meeting was held in person and was also available via teleconference.

2. ROLL CALL

Present in person: Mayor Lara and Councilmembers David Diaz, Laura Flores, Bill Moore (Mayor Pro Tem), Javier Rodriguez and Joan Souders

Present via teleconference: None

Absent: Councilmembers Steve Barrientes and Robert Ozuna

Staff present: City Administrator Shane Fisher, City Attorney Quinn Plant, City Treasurer Matt Cordray, Police Chief Kal Fuller, Public Works Director Hector Mejia and City Clerk Anita Palacios.

3. PUBLIC COMMENT – None

4. NEW BUSINESS

A. School Resource Officer Program

Police Chief Fuller explained that the Grandview Police Department (GPD) and the Grandview School District (GSD) were co-involved in a School Resource Officer (SRO) program since about 2000. The GSD paid 50% of the salary for each SRO provided by GPD. At points in time there were two SRO positions and at other points in time there was no SRO assigned. In about 2019, a budget presentation to Council mapped out a plan to pre-hire for ongoing retirements. The plan would have also provided enough employees to be able to meet GSD's request to assign two SRO's to the schools. The plan to pre-hire was not funded and so the idea of two SRO's was impossible. The lack of pre-hiring for retirements created what has now been a five-year period of operating below minimum staffing levels for GPD. GPD would not be back to minimum staffing levels no sooner than May of 2025. The SRO program was appreciated by GSD, the teachers and student families it served. There was value to GPD in public perception/relations because of having an SRO program. There was not necessarily a strong cost vs. benefit analysis for an SRO program. GPD pays 50% of the SRO salary, but at best only gets 10% of the SRO's time. Although GSD supports the program in theory, they were not completely satisfied with the staffing choices that GPD has made to fill the SRO position.

GPD kept the SRO program during the past four years of under-staffing because it was believed that the SRO program was seen as more important perception-wise than providing the City with on-the-road police coverage. For various reasons, however, GPD would not be able to fund or staff the program when school starts up again in August for the 2024-2025 school year.

Due to lack of funding and staffing, the SRO program was currently unsustainable. There were

several factors that bear on this decision:

- Due to not pre-hiring for retirements, GPD has a very young department and currently lacks officers with the years of experience necessary to fill an SRO position.
- GPD currently has no officers interested in leaving the road to work as an SRO.
- Two years ago, GPD placed a sergeant in the SRO position as an experiment. Due to mandatory supervisory duties, the sergeant has not been able to meet either school expectations or properly fulfill GPD requirements.
- GPD was the lowest staffed agency per-capita in the county. With additional State mandates and Grandview population growth, GPD officers were not able to keep up with basic road duties.
- So far in 2024 there were over 60 unfilled road shifts. These were shifts that were not filled because of officer burnout and excessive overtime.

GPD was very much in favor of the SRO program and would be willing to place an officer back in the schools as soon as GPD was supported with staffing and funding to do so. As far behind as GPD have currently dropped, it would take at least 3 years before GPD would be able to consider restarting the program. Restarting the program would only be possible after an addition of new officer positions. If the SRO position was terminated, the officer would return to the road to address basic city patrol needs.

For multiple reasons, the current SRO program was unsustainable. The officer currently assigned to the SRO position was needed back on the road to provide basic coverage for the City. GPD asks to be authorized to mutually agree with GSD to cancel the SRO contract in August of 2024 and direct a budget amendment in the amount of \$55,000 (officer wages and benefits) to make up for funds lost in the contract with GSD.

Discussion took place. Action would be forthcoming under New Business (C) Ordinance amending the 2024 Annual Budget.

B. Resolution authorizing the Police Chief to execute and administer an Interlocal Agreement for participation in the Law Enforcement Against Drugs (LEAD) Task Force

Police Chief Fuller explained that on October 15, 1990, Council approved Resolution No. 90-59, authorizing the Mayor to sign an Interlocal Agreement (ILA) to participate in the Lower Valley Drug Task Force. The Task Force includes various police agencies, as well as the Washington State Patrol and the Yakima County Sheriff Office. The purpose of the LEAD Drug Task Force was to address drug trafficking and gang violence throughout the valley. The ILA gives authority to the Police Chief, as a member of the executive board, to sign and approve changes to the ILA on behalf of the City. He presented a revised ILA which included some minor changes in wording from the previous years' ILA. The new ILA language was reviewed by the City Attorney.

Discussion took place.

On motion by Councilmember Moore, second by Councilmember Diaz, the C.O.W. moved a resolution authorizing the Police Chief to execute and administer an Interlocal Agreement for participation in the Law Enforcement Against Drugs (LEAD) Task Force to the August 13, 2024 regular Council meeting for consideration.

Vote:

- Councilmember Diaz – Yes
- Councilmember Flores – Yes
- Councilmember Moore – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

C. Ordinance amending the 2024 Annual Budget

City Treasurer explained that staff monitoring and review of fund and department budgets identified numerous budget accounts to be amended. An ordinance was prepared to provide for the amending of the 2024 Annual Budget to accommodate the changes in sources and uses. By Fund the highlights of the budget changes were:

- **Current Expense Fund:** Increased revenues for Building Permits, Investment Interest, Judgements and Settlements and NSF Checks Receivable. Decreased revenues for School Resource Officer. Increased appropriations for Election Services – County, NSF Checks Remitted, Supplies To Fight Opioid Epidemic, Police Corrections Professional Services and Inspections and Permits Professional Services. Net effect was a decrease in estimated ending fund balance.
- **Street Fund:** Increased appropriations for Roadway Professional Services and Street Lighting Public Utility Services. Net effect was a decrease in estimated ending fund balance.
- **Equipment Rental Fund:** Increased appropriations for Office & Operating Supplies. Net effect was a decrease in estimated ending fund balance.

Discussion took place.

On motion by Councilmember Moore, second by Councilmember Souders, the C.O.W. moved an ordinance amending the 2024 Annual Budget to the July 23, 2024 regular Council meeting for consideration.

Vote:

- Councilmember Diaz – Yes
- Councilmember Flores – Yes
- Councilmember Moore – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

5. CITY ADMINISTRATOR AND/OR STAFF REPORTS

Council Retreat – The Council Retreat was scheduled for August 1 and 2, 2024 in the Program Room at the Grandview Library.

Municipal Code Update - Chickens – City Administrator Fisher reported that it has been brought to his attention the request to allow chickens inside City limits. This request would be considered during the municipal code update currently underway.

Northwest Grandview Infrastructure Improvements SIED Application – City Administrator Fisher reported that City representatives along with developers, presented an application to the Yakima County Supporting Investments in Economic Development (SIED) Board to fund the Northwest Grandview Infrastructure Improvement Project. The City's application was awarded for \$2 million (half grant/half loan) to construct water, sewer and roadway frontage improvements to approximately 44 acres of land zoned as general commercial and industrial along Wine Country Road, Higgins Way and Bethany Road.

City Construction Projects – Public Works Director Mejia provided an update on the following City construction projects:

- Wine Country Road Overlay – Euclid to Grandridge
- Mike Bren Memorial Park Restroom
- OIE (Welch) Sewer Main Improvements

6. MAYOR & COUNCILMEMBER REPORTS

7. ADJOURNMENT

On motion by Councilmember Moore, second by Councilmember Rodriguez, the C.O.W. meeting adjourned at 6:45 p.m.

Mayor Ashley Lara

Anita Palacios, City Clerk

**GRANDVIEW CITY COUNCIL
REGULAR MEETING MINUTES
JULY 23, 2024**

1. CALL TO ORDER

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

The meeting was held in person and was also available via teleconference.

Present in person: Mayor Lara and Councilmembers David Diaz, Laura Flores, Bill Moore (Mayor Pro Tem), Javier Rodriguez and Joan Souders

Present via teleconference: None

Absent: Councilmembers Steve Barrientes and Robert Ozuna

On motion by Councilmember Souders, second by Councilmember Moore, Council excused Councilmembers Barrientes and Ozuna from the meeting.

Vote:

- Councilmember Diaz – Yes
- Councilmember Flores – Yes
- Councilmember Moore – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

Staff present: City Administrator Shane Fisher, City Attorney Quinn Plant, City Treasurer Matt Cordray, Public Works Director Hector Mejia and City Clerk Anita Palacios

2. PLEDGE OF ALLEGIANCE

Mayor Lara led the pledge of allegiance.

3. APPROVE AGENDA

On motion by Councilmember Moore, second by Councilmember Rodriguez, Council approved the July 23, 2024 regular meeting agenda as presented.

Vote:

- Councilmember Diaz – Yes
- Councilmember Flores – Yes
- Councilmember Moore – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

4. PRESENTATIONS – None

5. **PUBLIC COMMENT** – None

6. **CONSENT AGENDA**

On motion by Councilmember Flores, second by Councilmember Souders, Council approved the Consent Agenda consisting of the following:

- A. Minutes of the June 25, 2024 Committee-of-the-Whole meeting
- B. Minutes of the June 25, 2024 Council meeting
- C. Payroll Check Nos. 13945-14000 in the amount of \$138,399.14
- D. Payroll Electronic Fund Transfers (EFT) Nos. 61360-61366 in the amount of \$110,411.82
- E. Payroll Electronic Fund Transfers (EFT) Nos. 61375-61379 in the amount of \$103,180.97
- F. Payroll Direct Deposit 06/16/24-06/30/24 in the amount \$154,637.33
- G. Payroll Direct Deposit 07/01/24-07/15/24 in the amount \$149,231.53
- H. Claim Check Nos. 129242-129430 in the amount of \$1,577,159.25
- I. Resolution No. 2024-41 authorizing the Mayor to sign the 2026 Growth Management Act Periodic Update Grant Application with the Washington State Department of Commerce to update the City of Grandview Comprehensive Plan, Critical Areas Ordinance, Subdivision Ordinance, and Zoning Ordinance

Vote:

- Councilmember Diaz – Yes
- Councilmember Flores – Yes
- Councilmember Moore – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

7. **ACTIVE AGENDA**

A. **Ordinance No. 2024-11 amending the 2024 Annual Budget**

This item was previously discussed at the July 23, 2024 C.O.W. meeting.

On motion by Councilmember Moore, second by Councilmember Rodriguez, Council approved

Vote:

- Councilmember Diaz – Yes
- Councilmember Flores – Yes
- Councilmember Moore – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

8. **UNFINISHED AND NEW BUSINESS** – None

9. **CITY ADMINISTRATOR AND/OR STAFF REPORTS** – None

10. **MAYOR & COUNCILMEMBER REPORTS** – None

11. **ADJOURNMENT**

On motion by Councilmember Moore, second by Councilmember Rodriguez, the Council meeting adjourned at 7:05 p.m.

Mayor Ashley Lara

Anita Palacios, City Clerk

RESOLUTION NO. 2024-42

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE POLICE CHIEF TO EXECUTE AND ADMINISTER
AN INTERLOCAL AGREEMENT FOR PARTICIPATION IN THE
LAW ENFORCEMENT AGAINST DRUGS (LEAD) TASK FORCE**

WHEREAS, the City of Grandview entered into an interlocal agreement in 1990 relating to participation by the City of Grandview in a multi-jurisdictional anti-drug task force, now referred to as the Law Enforcement Against Drugs (LEAD) Task Force; and

WHEREAS, the City Council of the City of Grandview intends that participation by the City of Grandview in the LEAD Task Force should continue; and

WHEREAS, the interlocal agreement first executed in 1990 will from time to time need to be altered and/or amended as the composition of and funding for the LEAD Task Force changes; and

WHEREAS, the City Council finds that it is in the best interest of the City of Grandview that the Chief of Police be authorized to administer said interlocal agreement on behalf of the City of Grandview, to include the negotiation of and execution of necessary amendments, MOUs, and successor agreements thereto.

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

1. The City of Grandview Chief of Police is hereby charged with and authorized to administer participation by the City of Grandview in the LEAD Task Force, for and on behalf of the City of Grandview, Washington.

2. The City of Grandview Chief of Police is hereby authorized to negotiate and execute such amendments, MOUs, successor agreements and other such documents as he or she deems necessary to effectuate participation by the City of Grandview in the LEAD Task Force, for and on behalf of the City of Grandview.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on August 13, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

INTERLOCAL AGREEMENT

For the Establishment of the

YAKIMA COUNTY

LAW ENFORCEMENT AGAINST DRUGS

(L.E.A.D. Task Force)

NARCOTICS & GANG TASK FORCE

INTERLOCAL AGREEMENT

**YAKIMA COUNTY LAW ENFORCEMENT AGAINST DRUGS (L.E.A.D. TF)
NARCOTICS CONTROL PROGRAM MULTIJURISDICTIONAL TASK FORCE**

INTERLOCAL AGREEMENT

WHEREAS, there is an existing inter-local agreement that has created the Yakima County L.E.A.D. Task Force for law enforcement operations against illegal narcotics and the trafficking of illegal drugs and gang related criminal activity in Washington State, Yakima County, the City of Grandview, the City of Sunnyside, and the City of Union Gap.

WHEREAS, the various governmental entities involved in the current Yakima County L.E.A.D. Task Force do desire to create a new operating agreement which shall replace and supersede all aspects of all, past and/or current operating agreement(s) in place, and,

WHEREAS, the high level of illegal sale and use of controlled substances and gang related criminal activity in Washington State, the County of Yakima and the Cities of Grandview, Sunnyside and Union Gap have had increasingly serious and adverse effects on the quality of life in the County and Cities and,

WHEREAS, the County and cities have, in recent years, found it necessary to devote even greater resources in fighting the problems caused by the illegal sale and use of controlled substances, and illegal activity caused through gang activities and,

WHEREAS, there is a clear and sufficient nexus between gang activity and the illegal sale and use of controlled substances, and,

WHEREAS, the continued operation of L.E.A.D. Task Force will provide improved law enforcement efficiency, will provide a formal organization to centralize supervision and enhance the efforts of the law enforcement agencies to combat controlled substance trafficking and illegal gang activity and,

WHEREAS, the continued operation of L.E.A.D. Task Force will reduce illegal drug trafficking and consumption in the State of Washington and within the boundaries of the consolidated service area of the participating jurisdictions, together with such other jurisdictions; and

WHEREAS, the continued operation and maintenance of L.E.A.D. Task Force will provide substantial public safety benefits to the citizens of the participating governmental jurisdictions and the public in general; and,

WHEREAS, Chapter 39.34 RCW provides that local jurisdictions may enter into cooperative agreements for their mutual advantage, and,

WHEREAS, the participating jurisdictions desire to expressly provide the powers held by L.E.A.D. under RCW 10.93:

WHEREAS, the L.E.A.D. Task Force has established working partnerships with the United States Drug Enforcement Agency (D.E.A.), the Bureau of Alcohol, Tobacco, Firearms and Explosives, Homeland Security Investigations, the Washington State Department of Commerce, the Washington State Gambling Commission, and the Washington State Patrol.

NOW THEREFORE, the parties hereto, through their respective legislative bodies, do hereby agree as follows:

ARTICLE 1 AMENDMENT TO CURRENT INTERLOCAL AGREEMENT

- 1.1 The undersigned parties hereby agree that this agreement shall have the legal force and effect of replacing in its entirety the current ILA operating agreement which established the Yakima County Law Enforcement Against Drugs (L.E.A.D.) Task Force. The parties agree that the following contract terms shall control that the current agreement and any modifications to it shall be replaced entirely by the following contents of this document.

ARTICLE 2: DEFINITIONS:

- 2.1. **DEFINITIONS:** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
- 2.1.1. “Agency” and “agencies” means the members of the L.E.A.D. Task Force, those being the Yakima County Sheriff’s Office, Yakima County Prosecuting Attorney’s Office, the Grandview Police Department, the Sunnyside Police Department, the Union Gap Police Department, the Washington State Patrol, and the Washington State Gambling Commission.
 - 2.1.2. “Executive Board” means the policy making body for the L.E.A.D. Task Force and shall consist of the Chiefs of Police of the Cities of Grandview, Sunnyside, Union Gap, the representative from the Washington State Patrol, the representative from the Washington State Gambling Commission, the Sheriff, and Prosecutor of Yakima County, or their respective designees.
 - 2.13. “Jurisdictions” means the Cities of Grandview, Sunnyside, Union Gap, and County of Yakima and State of Washington.
 - 2.14. “Drug Task Force” means a drug enforcement agency created by this agreement as that term is used in RCW 69.50.505.
 - 2.15. Fund 109, shall mean a fund created and held by the Yakima County Treasurer’s Office on behalf of L.E.A.D. Task Force which is administered by the Yakima County Sheriff’s Office for the purpose of receipt and disbursement of funds received from the Department of Justice Equitable Sharing Asset Forfeiture Program, receipt and disbursement of H.I.D.T.A. funds/grants, receipt and disbursement of Edward Bryne Memorial Justice Assistance Grant (Bryne/JAG grant), receipt and disbursement of drug forfeiture funds and court ordered contributions and any other grant that could benefit the efforts of the L.E.A.D. Task Force.
 - 2.16. “Fund 650” shall mean a fund created and held by the Yakima County Treasurer’s Office on behalf of L.E.A.D. Task Force which is administered by the Yakima County Sheriff’s Office to control all custodial funds seized from person(s) and are pending court disposition.
 - 2.17. “L.E.A.D. Task Force” shall mean the Yakima County Law Enforcement Against Drugs Task Force, comprised of all the undersigned members.
 - 2.18. “Task Force Operation” or “L.E.A.D. Task Force Operation” means any drug law enforcement activity in which an officer assigned to the Task Force takes an

active part. L.E.A.D. Task Force operations may also include controlled substance law enforcement activity in which the L.E.A.D. Task Force member's sole participation was to supply intelligence information to the arresting agency, or in which the L.E.A.D. Task Force provided follow-up support such as evidence processing, case preparation, warrant request, or follow-up investigation, if such intelligence or ancillary support is deemed substantial by the Executive Board. In its reviewing capacity, the Executive Board shall determine whether such intelligence or ancillary support in any given case has been substantial to make the activity a Task Force operation.

- 2.19. "Criminal Street Gang" means any ongoing organization, association, or group of three or more persons, whether formal or informal, having a common name or common identifying sign or symbol, having as one of its primary activities the commission of criminal acts, and whose members or associates individually or collectively engage in or have engaged in a pattern of criminal street gang activity. This definition does not apply to employees engaged in concerted activities for their mutual aid and protection, or to the activities of labor and bona fide nonprofit organizations or their members or agents.
- 2.20. "Criminal street gang associate or member" means any person who actively participates in any criminal street gang and who intentionally promotes, furthers, or assists in any criminal act by the criminal street gang.
- 2.21. "Criminal street gang-related offense" means any felony or misdemeanor offense, whether in this state or elsewhere, that is committed for the benefit of, at the direction of, or in association with any criminal street gang, or is committed with the intent to promote, further, or assist in any criminal street gang, or is committed with the intent to promote, further, or assist in any criminal conduct by the gang, or is committed for one or more of the following reasons:
- (A) To gain admission, prestige, or promotion within the gang;
 - (B) To increase or maintain the gang's size, membership, prestige, dominance, or control in any geographical area.
 - (C) To exact revenge or retribution for the gang or any member of the gang.
 - (D) To obstruct justice or intimidate or eliminate any witness against the gang or any member of the gang.
 - (E) To directly or indirectly cause any benefit, aggrandizement, gain, profit, or other advantage for the gang, its reputation, influence, or membership; or

(F) To provide the gang with any advantage in, or any control or dominance over any criminal market sector, including, but not limited to, manufacturing, delivering, or selling any controlled substance (chapter 69.50 RCW); arson (chapter 9A.48 RCW); trafficking in stolen property (chapter 9A.82 RCW); promoting prostitution (chapter 9A.88 RCW); human trafficking (RCW 9A.40.100); or promoting pornography (chapter 9.68 RCW).

ARTICLE 3: TASK FORCE PURPOSE & OPERATION:

- 3.1. The purpose of this Agreement is to establish and maintain the existence of the Yakima County Law Enforcement Against Drugs (L.E.A.D.) Task Force, hereinafter referred to as L.E.A.D Task Force. L.E.A.D. Task Force is intended to be operated as a separate legal entity and shall operate independently of the governmental agencies which comprise the L.E.A.D. Task Force. L.E.A.D. Task Force shall provide undercover law enforcement investigative services for its' members, thereby benefiting them in terms of efficiency, economy, improved tools, improved coordination of data and/or improving the members' ability to better protect and serve the citizens of Yakima County and the incorporated areas of the City of Grandview, Sunnyside, and Union Gap, to combat violation of controlled substance laws within the member jurisdictions for their mutual advantage.
- 3.2. The undersigned participating jurisdictions that comprise L.E.A.D. Task Force shall authorize their respective representatives to execute all necessary documents to obtain grant funds available pursuant to the State and Local Law Enforcement Assistance Act for the purpose of establishing and maintaining the existence of a regional multijurisdictional narcotics task force.
- 3.3. Each participating jurisdiction adopts the following L.E.A.D. Task Force goals:
- Continue to attack the demand and supply sides of narcotics trafficking.
 - Continued enforcement efforts directed towards mid and upper-level dealers.
 - Continue to assist agencies within Yakima County with narcotics enforcement within their towns and cities if an agreement is reached to do so.
 - Continue to provide narcotics enforcement training to jurisdictions throughout Yakima County.
 - Continue to fight drug activity and gang activity.

- 3.4. The undersigned participating jurisdictions shall authorize representative from their respective jurisdictions to participate in the activities of the L.E.A.D. Task Force as agreed upon by majority vote of the L.E.A.D. Task Force Executive Board, which each participating jurisdiction shall have one (1) representative thereof in.
- 3.5. The undersigned participating jurisdictions shall authorize either its authorized representative from their respective law enforcement agencies of their respective jurisdictions, and the City of Sunnyside shall authorize its' City Manager to enter into any required operating agreements, or future leases of real property, such as those pursuant to RCW 10.93 to enable these agencies to participate in multijurisdictional task forces.

The City of Sunnyside understands that only authorized representative from their respective law enforcement agencies may attend and participate in votes of the L.E.A.D. Task Force Executive Committee and be privy to confidential law enforcement information. The City of Sunnyside agrees to authorize a representative to attend L.E.A.D. Task Force Executive Meetings on behalf of the City of Sunnyside.

- 3.6. The undersigned participating jurisdictions shall authorize either its authorized personnel from their respective law enforcement agencies of their respective jurisdictions, and the City of Sunnyside shall authorize its' City Manager to execute any needed contract, including real property rental agreements to facilitate the operations of the L.E.A.D. Task Force in its operations.
- 3.7. Each jurisdiction shall pay all costs associated with its officers and equipment when assigned to the L.E.A.D. Task Force. The Washington State Patrol will contribute a supervisor and pay all related costs associated with its officer and equipment.
- 3.8. Each L.E.A.D. Task Force party shall act as independent contractors and not as employees of the L.E.A.D. Task Force or another party to this agreement. As such, they have no authority to bind other parties, nor control employees of other parties, contractors, or other entities.
- 3.9. Pursuant to RCW 10.93.040, personnel assigned to the L.E.A.D. Task Force shall be considered employees of the contributing agency which shall be solely and

exclusively responsible for that employee. All rights, duties and obligations of the employer shall remain with the contributing agency. The personnel assigned by the contributing agencies shall continue under the employment of that agency for purposes of any losses, claims, damages, or liabilities arising out of or related to the services provided to the L.E.A.D. Task Force or the activities of the L.E.A.D. Task Force. Each agency agrees to hold harmless, defend, and indemnify the L.E.A.D. Task Force in any action arising from the negligence of the employees of that agency including all costs and defense including attorney's fees.

- 3.10. The parties agree that L.E.A.D. Task Force shall continue any other agreement that is currently in place with regards to funding of employees and/or positions with the various entities and/or independent contractors.
- 3.11. The L.E.A.D. Task Force shall continue to implement operations including:
- A. Development of intelligence.
 - B. Target Identification
 - C. Investigation
 - D. Arrest of Suspects
 - E. Successful Prosecution of Offenders, and
 - F. Asset Forfeiture/Disposition
- 3.12. The L.E.A.D. Task Force may also assist in investigations, arrest and prosecution and forfeiture of Criminal Street Gang activity as defined above in the definition sections 2.19 to 2.21 including any connected crime as identified above in sections 2.19 to 2.21. The respective jurisdictions recognize that there is a substantial and increasing nexus between illegal narcotics and criminal street gang activity and that the eradication of both will best serve the quality of life and safety of the citizens of their respective jurisdictions.
- 3.13. The undersigned jurisdictions hereby individually consent to the full exercise of peace officer powers within their respective jurisdictions by all property certified or exempted officers engaged in any operation of the L.E.A.D. Task Force. Consent shall be valid during the tenure of the responsive undersigned individual.

- 3.14. The L.E.A.D. Task Force is intended to be treated as a separate legal entity for the purposes of litigation. However, the L.E.A.D. Task Force will be part of Yakima County with regards to annual financial audits, and accounting for receipts of local, state, and federal grant funding. Fund 109 will be established to account for the resources of the L.E.A.D. Task Force as described in section 2.15 and will be allocated their share of costs related to the annual audit, indirect allocations and direct service costs provided by the County.

ARTICLE 4: DURATION:

- 4.1. This agreement shall commence on the day and year it is executed and shall continue until written termination of the parties.

ARTICLE 5: ADMINISTRATION:

- 5.1. The parties agree that the Yakima County Sheriff's Office is the applicant jurisdiction. The Yakima County Sheriff's Office agrees to provide the necessary documentation to receive and expend grant funds. The Yakima County Sheriff's Office shall administer "Fund 109" and "Fund 650" in accordance with applicable laws, this Agreement and any other mutually agreed policies and procedures. "Fund 109" and "Fund 650" shall be administered by the L.E.A.D. Task Force Commander in accordance with the State Auditor's accounting standards for investigative funds and such other standards as the Executive Board may prescribe.
- 5.2. The Executive Board shall meet at least quarterly, but preferably monthly, if possible, provide policy and procedural guidance to the L.E.A.D. Task Force Commander, and supervise the use of "Fund 109" and "Fund 650." Each member of the Executive Board shall have an equal voice and vote in all L.E.A.D. Task Force matters.
- 5.3. The Executive Board shall appoint a L.E.A.D. Task Force Commander to supervise the daily operations of the L.E.A.D. Task Force according to this Agreement and Operating Rules of the L.E.A.D. Task Force.
- 5.4. The Executive Board shall have the authority to apply on behalf of the L.E.A.D. Task Force for all grant funds as may be available from federal, state, or private sources, for the furtherance of L.E.A.D. Task Force objectives.

- 5.5. The Yakima County Sheriff's Office, and Yakima County Treasurer's Office shall maintain two separate funds on behalf of L.E.A.D. Task Force, which shall be referred to as "Fund 109" and "Fund 650." The Yakima County Sheriff's Office shall provide a minimum of quarterly balance updates to the L.E.A.D. Task Force Executive Board and shall provide current fund balances upon request from the various members of L.E.A.D. Task Force.
- 5.6. The Yakima County Sheriff's Office shall be responsible for tracking County assets that are used for L.E.A.D. Task Force and shall be responsible for record keeping aspects of L.E.A.D. Task Force and for the administrative functions of L.E.A.D. Task Force. The Yakima County Sheriff's Office agrees to provide the Department of Commerce with the necessary documentation to receive grant funds.
- 5.7. The Executive Board shall be comprised of the Yakima County Prosecuting Attorney, the Yakima County Sheriff, the City of Grandview Chief of Police, the City of Sunnyside Chief of Police, the City of Union Gap Chief of Police, the Chief of the Washington State Patrol, and the Director of the Washington State Gambling Commission. The Task Force shall establish procedures for election of the chairperson position for the Executive Committee. The Task Force Executive Board may adopt bylaws providing for the appointment of alternates to attend Executive Board meetings in the absence of members. At such meetings the alternate shall have the same rights as the appointing members. Any action taken by the Task Force Executive Board under this agreement shall be based on a majority vote.
- 5.8. All L.E.A.D. Task Force contracts and agreements executed on behalf of Participating Jurisdictions under this agreement must first be approved on motion of the L.E.A.D. Task Force Executive Board. By executing this agreement, each Participating Jurisdiction agrees that, for purposes of administering the assets and resources available to the L.E.A.D. Task Force, Yakima County is hereby granted the authority to execute on behalf of the Participating Jurisdictions all agreements and contracts signed as approved by the L.E.A.D. Task Force Executive Board, by and through its Chair, including but not limited to all contracts for professional services, and any real property lease necessary for the operation of the L.E.A.D. Task Force. Agreements and contracts that are executed in this manner shall have

the same legal effect as if they were executed by each Participating Jurisdiction. No such agreement or contract may impose or waive liability with respect to a Participating Jurisdiction in a manner that is inconsistent with the indemnification provisions of Section 9 below.

- 5.9. Annual Budget: The L.E.A.D. Task Force Executive Board shall meet and establish the annual operating budget for the L.E.A.D. Task Force. Based upon the specific needs of the L.E.A.D. Task Force after adoption of the annual budget, the yearly operating budget may be amended by a majority vote of the membership of the Executive Board. The Fund 109 Annual Budget will be adopted by the L.E.A.D. Task Force not later than October 15th of each year so the budget may be included in the annual budget adoption of Yakima County. The Yakima County Sheriff will have authority to make minor adjustments in the annual budget to meet County budget requirements.

ARTICLE 6: PROPERTY & EQUIPMENT:

- 6.1. The Executive Board shall determine whether property seized and forfeited in a L.E.A.D. Task Force operation is to be retained for use by the L.E.A.D. Task Force or sold to generate cash for L.E.A.D. Task Force purposes. All cash proceeds from such sales of forfeited property shall be promptly deposited into "Fund 109", as shall all cash forfeited in a L.E.A.D. Task Force operation. All property retained for use by the L.E.A.D. Task Force will be inventoried using the most current Yakima County Asset policy and recorded as an asset of Fund 109.
- 6.2. All cash, property and proceeds from property forfeited pursuant to RCW 69.50.505/ RCW 9A.83.030 / RCW 10.105.010 by L.E.A.D. Task Force Operations shall be managed and disbursed only as provided in said RCW 69.50.505/ RCW 9A.83.030 / RCW 10.105.010. If any equipment is otherwise acquired by the L.E.A.D. Task Force, the parties agree to use the equipment only for such law enforcement purposes as are established by the Executive Board.
- 6.3. Upon dissolution of the L.E.A.D. Task Force, all property provided to the Task Force by the participating agencies and all forfeited property, other than money, remaining in the L.E.A.D. Task Force's possession shall be returned to the respective contributing agencies. As discussed in Section 13 below, the withdrawal of one law enforcement entity under this agreement shall not trigger the provisions of Section 6, and the individual law enforcement entity shall not be

entitled to any reimbursement for moneys collected and/or held in “Fund 109” and/or “Fund 650”, and for any equipment donated to L.E.A.D. Task Force, and/or currently used in operations of L.E.A.D. Task Force the provisions of Section 13 shall control disposal of personal property of the withdrawing law enforcement agency.

- 6.4. Notwithstanding the termination of this Agreement and distribution of L.E.A.D. Task Force properties as herein described, such property and monies shall remain subject to the use restrictions of RCW 69.50.505(f) in the hands of each party until fully expended for the law enforcement purposes permitted in said RCW 69.50.505(f).

SECTION 7: HANDLING OF FUNDS:

- 7.1. “Fund 109” and “Fund 650” shall be held by the Yakima County Treasurer who will disburse the funds according to such standards and direction as the Executive Board shall provide. All interest earned on monies in the Funds shall be credited to the Fund and remain herein until disbursed according to this Agreement.
- 7.2. The L.E.A.D. Task Force Commander shall maintain a fund of ready cash so that day-to-day operational needs of the L.E.A.D. Task Force can be met. This shall be called the L.E.A.D. Task Force Operations Fund (part of Fund 109) and shall be limited to an amount of Seventy-Five Thousand Dollars (\$75,000.00) in reserves, or such other limit as the Executive Board shall permit. The Operations Fund may be kept and maintained at such location and in such manner as the L.E.A.D. Task Force Commander shall determine, subject to the Washington State Auditor’s standards on impress, investigation funds and such other requirements as the Executive Board may establish.
- 7.3. In accordance with RCW 69.50.505 / RCW 9A.83.030 / RCW 10.105.010, cash proceeds from the sale of drug forfeiture property seized by L.E.A.D. Task Force shall be delivered to the Yakima County Treasurer together with deposit instructions indicating the respective state and local shares thereof according to RCW 69.50.505(h). The local share shall then be deposited in the L.E.A.D. Task Force Fund of the Yakima County Treasurer and accounted for separately as the L.E.A.D. Task Force Fund. The State’s share shall be remitted by the Treasurer to the State PSE account, as required by the statute, according to the figures supplied by the L.E.A.D. Task Force on the Treasurer’s general deposit form. A

copy of the Yakima County Treasurer's receipt and form for each such deposit, identifying the forfeiture case by name and/or number, shall be promptly provided to the L.E.A.D. Task Force Commander. For each forfeiture of \$5,000 or more in cash and/or proceeds, a record of all expenses of each participating agency shall be transmitted to the Executive Board and the Yakima County Prosecutor. Each expense record shall include all costs associated with the L.E.A.D. Task Force action giving rise to the case, including work by non-L.E.A.D. Task Force personnel.

- 7.4. To ensure compliance with this agreement, the parties agree that all forfeitures made pursuant to RCW 69.50.505 / RCW 9A.83.030 / RCW 10.105.010 by each party shall be made available upon a reasonable request for disclosure by the Executive Board.

ARTICLE 8: NONDISCRIMINATION:

- 8.1. Each party and their respective representatives and employees agree that they shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, age, marital status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW Chapter 49.60) or the Americans with Disabilities Act (42 USC 12101 et seq). If any participating government violates this provision, L.E.A.D. Task Force may terminate this Agreement immediately and bar the respective participating government and/or employee from performing any services for L.E.A.D. Task Force in the future.

ARTICLE 9: INDEMNIFICATION:

- 9.1. Subject to Paragraph 9.2 below, each party to this Agreement agrees to indemnify and hold harmless the other member agencies and their elected officials, officers, and employees, from any loss, claim, judgment, settlement of liability, including costs and attorneys' fees, arising out of and to the extent caused by the negligent acts or omissions of the indemnifying party. By mutual negotiation, each party hereby waives, as respects to the LEAD Task Force and all other non-indemnifying parties only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In

the event a non-indemnifying member incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this Section, all such fees, Expenses and costs shall be recoverable from the indemnifying party.

9.2. Nothing herein shall require or be interpreted to cover or require indemnification or payment of any judgment against any individual or member agency/Party for intentionally wrongful conduct of any individual or for any judgment for punitive damages against any individual or member agency/Party. Payment of punitive damage awards shall be the sole responsibility of the individual against whom said judgment is rendered and/or his or her employer, should that employer elect to make said payment voluntarily and consistent with the requirements of Washington law.

9.3. Each member agency shall be responsible for selecting and retaining legal counsel for itself and or any employee of that agency which is named in a lawsuit alleging liability arising out of the operations of the LEAD Task Force. Each agency retaining counsel shall be responsible for payment of attorney's fees and costs incurred by that counsel. Should there be an agreement to share the costs of legal counsel, in lieu of the provisions above, such an agreement shall be in writing.

9.5. It is the intent of the undersigned participants that the L.E.A.D. Task Force be treated as a separate legal entity for the purposes of tort liability. Actions taken to bind the L.E.A.D. Task Force are intended to be by majority vote of the L.E.A.D. Task Force Executive Board and not that of any participating City Council or Manager, and/or Yakima County Board of County Commissioners.

ARTICLE 10: EMPLOYEE & VEHICLE INSURANCE:

10.1. Each agency shall only be responsible for the actions of its own employees and shall insure its own employees for false arrest, assault, and battery, false imprisonment or detention, malicious prosecution, libel, and/or slander, wrongful entry or eviction or other invasion of rights of private occupancy and/or wrongful death, bodily injury, property damage, Section U.S.C. 1983 civil right litigation, and all claims for damages and civil claims against their respective employees.

- 10.2. Each party to this agreement also agrees to provide individual insurance coverage for vehicles owned and/or operated by the respective jurisdiction and used by their employees while participating in L.E.A.D. Task Force activities.

ARTICLE 11: SUPPLY REPLACEMENT:

- 11.1. The L.E.A.D. Task Force Commander through “Fund 109” will be responsible for supplying and/or replacing supplies needed and/or used by L.E.A.D. Task Force detectives. These supplies shall include food, vehicles, or any other supplies that are reasonably needed and approved by a quorum of the L.E.A.D. Task Force Executive Board to sustain the officers in their L.E.A.D. Task Force operations.
- 11.2. Each agency shall be responsible for any repairs, fuel, maintenance, and/or damages done to both their own assigned vehicles and L.E.A.D. Task Force pool vehicles being operated by L.E.A.D. Task Force detectives, as a result of participating in L.E.A.D. Task Force, and agrees to hold the other participating jurisdictions harmless for such damage.

ARTICLE 12: MODIFICATION:

- 12.1. The parties may amend, modify, and/or supplement this Agreement only by written agreement of the parties.

ARTICLE 13: WITHDRAWAL FROM TASK FORCE:

- 13.1. Any signatory Agency may withdraw from this agreement when a period of 60 (sixty) days has elapsed after notification is made by registered letter to the other Signatory Agencies’ normal business address. Withdrawal or non-execution of this agreement by any one agency shall not affect the continued efficacy of the agreement with regard to the other Signatory Agencies.
- 13.2. The parties expressly agree that upon their withdrawal, or expulsion, from L.E.A.D. Task Force that they are not entitled to, nor will they receive any refund or reimbursement of costs for any amounts the member jurisdiction may have

paid into L.E.A.D. Task Force “Fund 109 and/or Fund 650, including any reimbursement for grant money received during the fiscal year in question.

- 13.3. The parties further agree that any personal property and/or equipment that has been donated to L.E.A.D. Task Force for its operations by the respective agency shall be continued to be utilized to L.E.A.D. Task Force for its continued operations by the respective withdrawing entity, and that L.E.A.D. Task Force shall agree to return the equipment and/or personal property to the respective entity at the end of its useful economic life.

The parties further agree that any vehicles and/or equipment whose source of funds have been given by the L.E.A.D. Task Force to its member shall remit to the L.E.A.D. Task Force the vehicle, equipment, or the proceeds from its disposal at the end of its useful economic life.

ARTICLE 14: DISPUTE RESOLUTION:

- 14.1. Any controversy or dispute between the parties regarding the application or interpretation of this agreement is subject to resolution by the following procedures:
- 14.2. Initial review by the Executive Board to facilitate prompt resolution through agreement.
- 14.3. If the initial review does not achieve resolution, the Executive Board membership shall conduct a vote to resolve the disagreement, and if a majority vote is obtained by a quorum of the Executive Board, such vote shall be binding on the parties.

ARTICLE 15: ENTIRE AGREEMENT:

- 15.1. This document, including any Addendums attached hereto, encompasses the entire Agreement of the members. No understanding or amendment, addendum, or addition to this agreement shall be effective unless made in writing and approved by a majority vote at a properly scheduled and noticed meeting of the Executive Board.

ARTICLE 16: SEVERABILITY:

- 16.1. The parties agree that if any term of this Agreement is held invalid by any court of competent jurisdiction, the remainder of the Agreement remains valid and in full force and effect.

ARTICLE 17: LAW, VENUE, JURISDICTION:

- 17.1. This Agreement shall be governed by the laws of the State of Washington. Any action, suit, or judicial proceeding for the enforcement of this Agreement shall be brought in the Superior Court for the State of Washington in Yakima County, Washington.

ARTICLE 18: EXECUTION OF MULTIPLE ORIGINAL COUNTERPARTS:

- 18.1. This agreement may be reproduced in any number of original counterparts. Each party needs to sign only one counterpart and when the signature pages are all assembled with one original counterpart, that compilation constitutes a fully executed and effective agreement among all the Participating Jurisdictions. In the event that fewer than all named parties execute this agreement, the agreement, once recorded as specified in Section 19 shall be effective as between the parties that have executed the agreement to the same extent as if no other parties had been named.

SECTION 19: RECORDING:

- 19.1. This Interlocal agreement will be recorded in compliance with RCW 39.34.040.

**YAKIMA COUNTY L.E.A.D.
TASK FORCE EXECUTIVE BOARD**

Robert Udell,
Yakima County Sheriff

Joseph Brusic,
Yakima County Prosecuting Attorney

Kal Fuller,
Grandview Chief of Police

Rob Layman,
Sunnyside Chief of Police

Greg Cobb, Chief of Police,
City of Union Gap

John Batiste,
Chief of Washington State Patrol

David Trujillo, Director
Washington State Gambling Commission

Approved as to form:

Deputy Prosecuting Attorney

RESOLUTION NO. 2024-43

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN CHANGE ORDER NO. 2 WITH
INTERWEST CONSTRUCTION, INC., FOR THE WINE COUNTRY ROAD
AND HIGGINS WAY IMPROVEMENTS**

WHEREAS, the City of Grandview has contracted with Interwest Construction, Inc., as the contractor for the Wine Country Road and Higgins Way Improvements; and,

WHEREAS, the City wishes to extend sewer from existing sewer on Bethany Road 800 LF to the north to provide sewer access for developments; and,

WHEREAS, the financial impact to the City for this change order is \$403,575.80;

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

The Mayor is hereby authorized to sign Change Order No. 2 with Interwest Construction, Inc., for the Wine Country Road and Higgins Way Improvements in the amount of \$403,575.80 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 August 13, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



CHANGE ORDER NO. 2



DATE: July 17, 2024
 PROJECT OWNER: CITY OF GRANDVIEW
 PROJECT NAME: WINE COUNTRY ROAD AND HIGGINS WAY IMPROVEMENTS
 HLA PROJECT NO.: 23121C
 CONTRACTOR: INTERWEST CONSTRUCTION INC

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENT:

Original Contract Price (Including Applicable Sales Tax):	\$	1,232,321.92
Current Contract Price Adjusted by Previous Change Order(s) Including Applicable Sales Tax:	\$	1,397,559.67
Change in Contract Price Due to this Change Order (Including Applicable Sales Tax):	\$	403,575.80
Adjusted Contract Price Including this Change Order (Including Applicable Sales Tax):	\$	1,801,135.47

Original Contract Completion Date:	75 working days
Current Contract Completion Date Adjusted by Non-Working Days and/or Previous Change Order(s):	85 working days
Change in Contract Working Days due to this Change Order:	20 working days
Revised Contract Completion Date:	105 working days

CONTRACTOR: *Interwest*

Date: 8/5/2024

ENGINEER: *Stephen S. Hazzard*

Digitally signed by Stephen S. Hazzard, PE
 DN: C=US, E=shazzard@hlacivil.com, O="HLA
 Engineering and Land Surveying, Inc.",
 CN="Stephen S. Hazzard, PE"
 Date: 2024.08.05 14:50:04-0700'

Date: _____

OWNER: _____

Date: _____



CHANGE ORDER NO. 2



DATE: July 17, 2024
 PROJECT OWNER: CITY OF GRANDVIEW
 PROJECT NAME: WINE COUNTRY ROAD AND HIGGINS WAY IMPROVEMENTS
 HLA PROJECT NO.: 23121C
 CONTRACTOR: INTERWEST CONSTRUCTION INC

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	CHANGE AMOUNT
CHANGE ORDER NO. 2					
69	Mobilization	LS	1	\$ 32,286.25	\$ 32,286.25
70	Project Temporary Traffic Control	LS	1	\$ 15,000.00	\$ 15,000.00
71	Unclassified Excavation Incl. Haul	SY	715	\$ 48.07	\$ 34,370.05
72	Crushed Surfacing Base Course	TON	710	\$ 32.00	\$ 22,720.00
73	Crushed Surfacing Top Course	TON	355	\$ 55.00	\$ 19,525.00
74	HMA Cl. 3/8-Inch PG 64H-28	TON	385	\$ 180.00	\$ 69,300.00
75	Manhole 48 In. Diam. Type 1	EA	2	\$ 10,000.00	\$ 20,000.00
76	Shoring or Extra Excavation	LF	800	\$ 10.21	\$ 8,168.00
77	PVC Sanitary Sewer Pipe 12 In. Diam.	LF	800	\$ 182.89	\$ 146,312.00
78	Pavement Markings	LS	1	\$ 6,000.00	\$ 6,000.00
CHANGE ORDER NO. 2 SUBTOTAL:					\$ 373,681.30
CHANGE ORDER NO. 2 SALES TAX 8.0%:					\$ 29,894.50
CHANGE ORDER NO. 2 TOTAL:					\$ 403,575.80

CHANGE ORDER DESCRIPTION:

This change order is being executed to extend sewer from existing sewer on Bethany Road 800 LF to the north to provide sewer access for developments. The contractor provided a cost proposal for the change order work which was reviewed and determined to be reasonable and necessary for completion of the project.

- Groundwater is not assumed to be an issue in this area and is not shown in the given plan set, ICI will consider this a change for renegotiation/design direction if water is encountered.
- Any utilities shown or not shown that conflict with shoring or install will be charged force account from the encounter until resolution of uninhibited work.
- Assumes the roadway to remain closed throughout the completion of this work including testing.
- Roadway closure to utilize Class B signs on stands.
- If not specifically identified in the plans, it is not included in this price.
- Testing requirements and time to test is not chargeable working days.
- Assumes Native backfill other than pipe zone bedding and road grade. If native fails to meet subject to pricing change.
- Assumes manhole boxes and shoring boxes with tab data. No specialty shoring or engineering included.
- Assumes work begins in October 2024 and paving window will be extended.

RESOLUTION NO. 2024-44

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
APPROVING AMENDMENT NO. 2 TO TASK ORDER NO. 2023-06 WITH
HLA ENGINEERING AND LAND SURVEYING, INC., FOR THE WINE COUNTRY
ROAD AND HIGGINS WAY IMPROVEMENTS**

WHEREAS, the City of Grandview has entered into a General Services Agreement with HLA Engineering and Land Surveying, Inc., (HLA) for work pursuant to task orders; and,

WHEREAS, the City Council adopted Resolution No. 2023-36 on June 13, 2023 approving Task Order No. 2023-06 with HLA to provide professional engineering services for the Wine Country Road and Higgins Way Improvements; and

WHEREAS, Amendment No. 2 to Task Order No. 2023-06 provides additional construction engineering efforts, in the form of contract and project administration, which adds eighteen (18) additional construction engineering working days associated with Change Order No. 2 for the 800 linear feet of sewer extension along Bethany Road which will allow for future development to the north,

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

The Mayor is hereby authorized to sign Amendment No. 2 to Task Order No. 2023-06 with HLA Engineering and Land Surveying, Inc., to provide professional engineering services for the Wine Country Road and Higgins Way for the estimated maximum fee of \$221,020.00, plus Amendment No. 1 in the amount of \$28,000 for additional construction days due to Change Order No. 1, and Amendment No. 2 in the amount of \$32,000.00 for additional construction days due to Change Order No. 2, for a total fee of up to \$281,020.00, 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 August 13, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AMENDMENT NO. 2

TASK ORDER NO. 2023-06

REGARDING GENERAL AGREEMENT BETWEEN CITY OF GRANDVIEW

AND

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

PROJECT DESCRIPTION:

Wine Country Road and Higgins Way Improvements
HLA Project No. 23121C

The City of Grandview (CITY) has received funding from the Yakima County Supporting Investment in Economic Development (SIED) for roadway and utility improvements along Wine Country and Higgins Way to support future/proposed development. This project will reconstruct and improve the shoulder of Wine Country Road and Higgins Way and extend utilities to the same area.

REASON FOR AMENDMENT NO. 2

Additional construction engineering efforts, in the form of contract and project administration, are necessary due to Change Order work by the Contractor. Amendment No. 2 adds eighteen (18) additional construction engineering working days associated with Change Order No. 2 for the 800 linear feet of sewer extension along Bethany Road which will allow for future development to the north.

SCOPE OF SERVICES:

The following is added to the Task Order 2023-06 scope of services:

2.0 Construction Engineering

- 2.16 HLA will provide construction project and contract administration services only for the additional working days due to Change Order No. 2 including:
 - 2.16.1 Design sewer extension along Bethany Road.
 - 2.16.2 Provide staking for construction, including curb and gutter, subgrade, utilities etc.
 - 2.16.3 Furnish a qualified resident engineer (inspector) to observe PROJECT construction for substantial compliance with plans and specifications.
 - 2.16.4 Provide submittal review for PROJECT materials as provided by the Contractor per the PROJECT Specifications and any applicable Traffic Control Plans.
 - 2.16.5 Attend two (2) additional construction meetings anticipated once per week
 - 2.16.6 Prepare daily construction progress reports.
 - 2.16.7 Prepare progress payments for the Contractor to the CITY.
 - 2.16.8 Prepare administrative documents for the appropriate agencies which have jurisdiction over funding, design, and construction of the PROJECT.
 - 2.16.9 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.

TIME OF PERFORMANCE:

The time of performance for Task Order No. 2023-06 is revised to add the following:

2.0 Construction Engineering

HLA will provide construction engineering services in the form of project and contract administration for eighteen (18) additional construction days due to Change Order No. 2.

FEE FOR SERVICE:

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 \$221,020.00, plus Amendment No. 1 in the amount of \$28,000 for additional construction days due to Change Order No. 1, and Amendment No. 2 in the amount of \$32,000.00 for additional construction days due to Change Order No. 2, for a total fee of up to \$281,020.00.

Proposed:	 HLA Engineering and Land Surveying, Inc. Michael T. Battle, PE, President	7/8/2024 Date
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Approved:	City of Grandview Ashley Lara, Mayor	Date
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RESOLUTION NO. 2024-45

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN THE RIGHT OF WAY PROCEDURES WITH
THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION FOR THE
STOVER ROAD RAILROAD CROSSING IMPROVEMENTS**

WHEREAS, the Washington State Department of Transportation has awarded funds to the City for the Stover Road Railroad Crossing Improvements; and,

WHEREAS, the City must execute updated Right of Way Procedures with the Washington State Department of Transportation 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 Right of Way Procedures with the Washington State Department of Transportation in the forms as are attached hereto and incorporated herein by reference for the Stover Road Railroad Crossing Improvements.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on August 13, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Right of Way Procedures

The City of Grandview, needing to acquire real property (obtain an interest in and/or possession of) in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act and applicable federal regulations (49 CFR Part 24) and state law (Ch. 8.26 RCW), and state regulations (Ch. 468-100 WAC) hereby adopts the following procedures to adhere to all applicable laws, statutes, and regulations. The Agency is responsible for the real property acquisition and relocation activities on projects administered by the Agency and must acquire right of way (ROW) in accordance with the policies set forth in the Washington State Department of Transportation Right of Way Manual M 26-01 and Local Agency Guidelines (LAG).

Below is a list of Agency staff, by names and position titles, that are qualified to perform specific ROW functions. Attached to these procedures are resumes for everyone listed within these procedures, which provides a summary of their qualifications. The procedures shall be updated whenever staffing changes occur.

1. The Agency has the staff with the knowledge and experience to accomplish the following ROW Disciplines:

i. **PROGRAM ADMINISTRATION:**

Oversee delivery of the ROW Program on federal aid projects for the Agency. Ensures ROW functions are carried out in compliance with federal and state laws, regulations, policies, and procedures.

Responsibilities/Expectations:

- Ensures Agency's approved ROW Procedures are current, including staff qualifications, and provides copies to consultants and Agency staff;
- Oversight of ROW consultants;
 - use of consultant contract approved by WSDOT
 - management of ROW contracts
 - management of ROW files
 - reviews and approves actions and decisions recommended by staff & consultants
 - Overall responsibility for decisions that are outside the purview of consultant functions
- Sets Just Compensation prior to offers being made;
- Oversight and approval of Administrative Offer Summaries (AOS) per policy;
- Oversight and approval of Administrative Settlements per policy;
- Ensure Agency has a relocation appeal process in place prior to starting relocation activities;
- Obligation authority for their Agency;
- Obtain permits (Non-Uniform Relocation Act (URA));
- Ensures there is a separation of functions to avoid conflicts of interest.
- Verifies whether ROW is needed, and that the property rights and/or interests needed are sufficient to construct, operate and maintain the proposed projects (see LAG Appendix 25.174, 25.175, & 25.176).

City Administrator Shane Fisher

Note: Staff included under Program Administration must have completed the eLearning Administrative Settlement and No ROW Verification training available at <http://www.wsdot.wa.gov/LocalPrograms/ROWServices/Training.htm>

ii. APPRAISAL

Prepare and deliver appraisals on federal aid projects for the Agency. Ensures that appraisals are consistent and in compliance with state and federal laws, regulations, policies, and procedures.

Responsibilities/Expectations:

- Use only qualified agency staff approved by WSDOT to perform appraisal work;
- Use Appraiser from WSDOT's Approved Consultant List if Agency does not have qualified staff;
- Prepare ROW Funding Estimate (not required to be completed by an appraiser & only when there are federal funds in the ROW Phase);
- Prepare AOS;
- Obtain specialist reports;
- Coordinate with engineering, program administration, acquisition, relocation, and/or property management as necessary.

Qualified Contracted Consultant

iii. APPRAISAL REVIEW:

Review appraisals on federal aid projects for the Agency to make sure they are adequate, reliable, have reasonable supporting data, and approve appraisal reports. Ensures appraisals are adequately supported and represent fair market value and applicable costs to cure and are completed in compliance with state and federal laws, regulations, policies, and procedures.

Responsibilities/Expectations:

- Use only qualified agency staff approved by WSDOT to perform appraisal review work;
- Use review appraiser from WSDOT's Approved Consultant List if agency does not have qualified staff;
- Ensures project wide consistency in approaches to value, use of market data, and costs to cure;
- Coordinate with engineering, program administration, acquisition, relocation, and/or property management as necessary.

Qualified Contracted Consultant

iv. ACQUISITION:

Acquire, through negotiation with property owners, real property, or real property interests (rights) on federal aid projects for the Agency. Ensures acquisitions are completed in compliance with federal and state laws, regulations, policies, and procedures.

Responsibilities/Expectations:

- Use only qualified staff to perform acquisition activities for real property or real property interests, including donations;
- To avoid a conflict of interest, when the acquisition function prepares an AOS, only acquires property valued at \$10,000 or less;

- Provide and maintain a comprehensive written account of acquisition activities for each parcel;
- Prepare AOS justification and obtain approval;
- Prepare Administrative Settlement and obtain approval;
- Prepare Right of Way Funding Estimate (when there are federal funds in the ROW Phase);
- Review title, and recommend and obtain approval for acceptance of encumbrances;
- Ensure acquisition documents are consistent with ROW plans, valuation, and title reports;
- Provide a negotiator disclaimer;
- Maintain a complete, well organized parcel file for each acquisition;
- Coordinate with engineering, program administration, appraisal, relocation, and/or property management as necessary.

Qualified Contracted Consultant

Note: Staff included under Acquisition must have completed the eLearning Administrative Settlement training available at <http://www.wsdot.wa.gov/LocalPrograms/ROWServices/Training.htm>

v. **RELOCATION:**

Provide relocation assistance to occupants of property considered displaced by a federally funded projects for the Agency. Ensures relocations are completed in compliance with federal and state laws, regulations, policies, and procedures.

Responsibilities/Expectations:

- Prepare and obtain approval of relocation plan prior to starting relocation activities;
- Confirm relocation appeal procedure is in place;
- Provide required notices and advisory services;
- Make calculations and provide recommendations for Agency approving authority prior to making payment;
- Provide and maintain a comprehensive written account of relocation activities for each parcel;
- Maintain a complete, well organized parcel file for each displacement;
- Ensure occupants and personal property is removed from the ROW;
- Coordinate with engineering, program administration, appraisal, acquisition, and/or property management as necessary.

Qualified Contracted Consultant

vi. **PROPERTY MANAGEMENT:**

Establish property management policies and procedures that will assure control and administration of ROW, excess lands, and improvements acquired on federal aid projects for the Agency. Ensures property management activities are completed in compliance with federal and state laws, regulations, policies, and procedures.

Responsibilities/Expectations:

- Account for use of proceeds from the sale/lease of property acquired with federal funds on other title 23 eligible activities;
- Keep ROW free of encroachments;
- Obtain WSDOT/FHWA approval for change in access control along interstate;
- Maintain property records;
- Ensure occupants and personal property is removed from the ROW;
- Maintain a complete, well organized property management file;
- Coordinate with engineering, program administration, appraisal, acquisition, and/or property management as necessary.

City Administrator Shane Fisher

- a. Any functions for which the Agency does not have qualified staff, the Agency will contract with another local agency with approved procedures, a qualified consultant, or the WSDOT. An Agency that proposes to use qualified consultants for any of the above functions will need to work closely with their ROW Local Agency Coordinator (LAC) and Local Programs to ensure all requirements are met. When the Agency proposes to have staff approved to negotiate who have limited experience in negotiation for FHWA funded projects, the LAC must be given an opportunity to review all offers and supporting data prior to offers being made to the property owners.
 - b. The Agency's Administrative Settlement Procedures indicating the approval authorities and the procedures involved in making administrative settlement needs to be included with these procedures (see Exhibit A).
 - c. An Agency wishing to take advantage of the AOS process, properties valued up to \$25,000 or less, need to complete Exhibit B of these procedures.
2. All projects shall be available for review by the FHWA and WSDOT at any time and all project documents shall be retained and available for inspection during the plan development, ROW, construction stages, and for a three-year period following acceptance of the projects by WSDOT.
 3. Approval of the Agency's procedures by WSDOT Local Programs may be rescinded at any time the Agency is found to no longer have qualified staff or is found to be in non-compliance with the regulations. The rescission may be applied to all or part of the functions approved.

Ashley Lara, Mayor

Date

Washington State Department of Transportation

Approved By: Michelle Newlean

Local Programs Right of Way Manager

Date

EXHIBIT A

Agency's Administrative Settlement Policy

Administrative Settlements are occasionally required in addition to Just Compensation in order to acquire the necessary Right of Way through negotiation. These Administrative Settlements can help eliminate costly condemnation litigation and project construction delays.

When Administrative Settlements occur, the project parcel right of way file shall contain rational justification and supporting documentation for the Settlement offer. Prior to approval of the Settlement, the Agency shall give full consideration to all pertinent information including, but not limited to the following.

1. All available appraisals, including the owner's, and the probably range of testimony in a condemnation trial.
2. Ability of the agency to acquire the property, or possession, through the condemnation process to meet the construction schedule.
3. The negotiator's recorded information.
4. Recent court awards in cases involving similar acquisition and appraisal problems.
5. Likelihood of obtaining an impartial jury in local jurisdiction, option of legal counsel where appropriate.
6. Estimate of trial cost weighted against other factors.

All pertinent information will be presented to the City Administrator for approval. In the event that the City Administrator is uncertain of the eligibility of the settlement, he/or his designee, will contact the Region Local Agency Coordinator for approval. Once the eligibility for settlement has been established by the City Administrator signs the authorization to proceed with the negotiated settlement. The signed authorization as well as all documentation will be placed in the right of way file.

The level of authority to offer Administrative Settlements will be as follows:

1. The City Administrator shall review the proposed settlement with the negotiator and may recommend approval of the just compensation plus up to a \$5,000.00 administrative settlement. A report of the administrative settlement shall be made and approved by the City Administrator. A copy of the approved administrative settlement shall be included in the property file.
2. All Administrative Settlements over \$5,000.00 per parcel shall be approved by the City Council.

Ashley Lara, Mayor

Date

Washington State Department of Transportation

Approved By: Michelle Newlean

Local Programs Right of Way Manager

Date

EXHIBIT B
Waiver of Appraisal
Agency's Administrative Offer Summary (AOS)

The City of Grandview, hereinafter (Agency), desiring to acquire Real Property according to 23 CFR, Part 635, Subpart C and State directives, and desiring to take advantage of the \$25,000.00 appraisal waiver process approved by the Federal Highway Administration (FHWA) for Washington State, hereby agrees to follow the procedure approved for the Washington State Department of Transportation (WSDOT) as follows:

Rules

- A. The Agency may elect to waive the requirement for an appraisal if the acquisition is simple and the compensation estimate indicated on the ROW Funding Estimate is \$25,000.00 or less including cost-to cure items. A True Cost Estimate shall not be used with this procedure.
- B. The Agency must make the property owner(s) aware that an appraisal has not been completed on the property for offers \$10,000 or less.
- C. The Agency must make the property owner(s) aware that an appraisal has not been completed on the property for offers over \$10,000 and up to \$25,000, and that an appraisal will be prepared if requested by the property owner(s).
- D. Special care should be taken in the preparation of the AOS as no review is mandated, the preparer needs to assure that the compensation is fair and that all the calculations are correct.

Procedures

- A. An AOS is prepared using comparable sales found at the time of preparation.
- B. The AOS is submitted to Shane Fisher, City Administrator, for approval. Upon signature a first offer to the property owner(s) is authorized.

Ashley Lara, Mayor

Date

Washington State Department of Transportation

Approved By: Michelle Newlean

Local Programs Right of Way Manager

Date

Shane R. Fisher, City Administrator
City of Grandview
207 West Second Street, Grandview, WA 98930
PH: (509) 882-9200
Email: sfisher@grandview.wa.us

Profile

Public Works professional with 18 years of extensive experience managing a full-service department. Highly equipped in directing all phases of Public Works activities including water source & distribution, wastewater collection & treatment, stormwater maintenance, vehicle fleet and equipment maintenance, building and facility maintenance, parks and grounds maintenance, as well as the Sunnyside Municipal Airport Manager. Possess strong expertise in planning, designing, and delivery of multi-disciplinary capital improvement programs for municipal facilities, transportation, utilities, and other infrastructure systems. Strategic leader with proven track record of building and leading effective cross-functional, multisite, and multi-business teams. Able to manage and coordinate all construction activities to ensure that all project deliverables are achieved with regards to safety, quality, program, and cost. Known for a superb work ethic, strong attention to detail, and the capacity to strictly enforce safety regulations and organizational policies.

Professional Experience

City of Grandview

City Administrator: 2023 – Present

- Serve as chief administrative and managerial officer for the city, directing all the departments and managing the daily operations of the municipality.
- Supervises, manages, and coordinates the activities and functions of all City departments in implementing the requirements of ordinances, resolutions, and policies of the City Council.
- Serves as a liaison between the Mayor and department heads, keeping the Mayor apprised on departmental activities, challenges and concerns.
- Regularly reports to the Mayor concerning the status of all assignments, duties, projects, and functions of all city departments.
- Serves as Personnel Officer for the City under the direction of the Mayor and shall hire, discipline, and discharge employees, as necessary, in accordance with City policies, procedures and collective bargaining agreements.
- Responsible for labor management matters, including negotiations.
- Serves as the Mayor's liaison to the City Council, attends all meetings of the City Council, briefs the Council on pending agenda items, and other City issues. Responds to inquiries and provides Council Members with information on the status of City operations and projects.

City of Sunnyside

Director of Public Works: 2011 - 2023

- Managed a Public Works Department of 30 full-time employees and 12 seasonal employees.
- Oversee the operations of eight divisions: Streets, Water, Wastewater, Stormwater, Parks, Airport, Fleet, and Facilities.
- Annual budget development and implementation, expenditure review, budget amendments, procurement law compliance with state and federal guidelines and organizational policies.
- Solicit services, negotiate with, and manage consulting engineers service agreements and construction contracts.
- Manage the design of all city transportation, utility, and facilities capital improvement projects.
- Prepare agenda items and make presentations to elected officials.
- Implement policy objectives as set forth by City Council.
- A member of the city's negotiating team for two collective bargaining agreements within the public works department.

Superintendent of Public Works: 2009-2011

- Provide direction and guidance in the operations and maintenance of all public works divisions.
- Planned, organized and evaluated the work of contractors performing construction of capital improvement projects and other contract services as instructed by the Director.
- Oversaw the division budgets, which included reviewing and approving expenditures.
- Implemented ongoing Health, Safety and Wellness program, L&I compliance program, and division safety program(s).
- Ensured public works operations were following applicable state and federal laws, regulatory requirements, city codes, and organizational policies.
- Administered collective bargaining agreements, including addressing grievances, recommended discipline, and enforced divisional and departmental standard operating procedures.
- Prepared detailed management reports and analyses of public works operations for the purpose of budget preparation and justification of funding and personnel.

Associate Engineer: 2005-2009

- Reviewed public and private-development plans, worked with consulting engineers, developers, and homeowners to ensure code compliance.
- Issued permits for large sub-divisions, single family homes, water & sewer connections, and stormwater facilities.
- Inspected all public infrastructure construction activities including water, sewer, transportation, stormwater, and public facility improvements.
- Conducted traffic counts and collected data to justify funding for traffic mitigation measures, and private development to determine traffic volumes and classification.
- Continually updated city construction specifications, standard details, and infrastructure maps using AutoCAD.
- Coordinated work tasks with public works employees and supervisors to ensure they had the necessary tools and resources they needed to complete their work safely and satisfactorily.
- Represented the city as the Certified Erosion and Sediment Control Lead (CESCL), Stormwater Working Group, Technical Advisory Committee (TAC), and Regional Transportation Cohorts.

Education

ITT Technical Institute, Seattle

Applied Science Degree in Civil Engineering, Graduated with Honors
National Vocational and Technical Honor Society (NVTHS)

Southern New Hampshire University

Bachelor of Arts in Public Administration, *Summa Cum Laude*

University of Delaware

Masters in Public Policy and Administration

Community and Professional Engagement

International City/ County Management Association {ICMA} & {WCMA}

Affiliate Member: 2019 - Present

American Public Works Association

2005 - Present

Washington Airport Managers Association

2011- Present

Sunnyside Municipal Airport Advisory Board

Member: 2011-Present; Vice Chair: 2014-15; Chair: 2015-16

Sunnyside Parks & Recreation Advisory Board

Staff Liaison to the board. My role was to bring information before the board members related to the operation and maintenance of the city parks and recreation programs. I worked with the board chair to bring recommendations to city council for discussion and possible action. These recommendations ranged from funding capital improvements to the hiring of staff to conduct recreation programs.

Management Style

My management style reflects a commitment to high ethical and professional standards, yet I recognize the importance of always being approachable. My strengths come from my sense of professionalism, ethics, and integrity. I am adept at gathering, analyzing, and communicating information on a wide range of topics. I am well organized and adaptable to change. Respect for diversity is a core value for me, and I thrive on creativity that flourishes with inclusion and collaboration. I especially enjoy group facilitation, whether guiding a team in strategic planning, process improvement, or seeking solutions to difficult policy issues.

Regarding personnel matters, I do believe most employees strive to do their best. If their skills, abilities, or attitude are not where they need to be, I will coach them and set clear expectations through consistent and objective feedback. Many such employees have improved under my leadership, and a few made their own decision to move on. I have terminated employees, but only after all corrective measures had been exhausted. Considering termination is not easy because you are affecting someone's livelihood, but I try to approach it as informed and objective a manner as possible. In my experience, the employee is usually aware they are not meeting expectations and are equally unsatisfied with the situation. Sometimes it is best for the organization and themselves to seek other opportunities that are a better fit elsewhere.

Project Management

Coordinate and lead initial design meetings with clients, consultants and other agency staff; Manage technical and clerical staff, provide direction and review of PS&E documents prepared by staff or outside consultants throughout project development and delivery; Generate project quantities; Prepare project correspondence; interagency project coordination; Generate and review requested project change orders and monthly pay statements; Review project submittals for compliance; Managed contract cost controls through interpretation of contract specifications, contractor oversight, and review of construction methods for suitability with project; Schedule and conduct project meetings; Lead design team meetings; Construction observation; City Council presentations.