

**GRANDVIEW CITY COUNCIL  
COMMITTEE-OF-THE-WHOLE  
MEETING AGENDA  
TUESDAY, SEPTEMBER 10, 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.**

**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. 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.*
- 4. NEW BUSINESS**
  - A. Community/Destination Assessment – Roger Brooks w/Destination Development Assn. 1-2
  - B. Ordinance amending the City of Grandview 2024 Non-Union Salary Schedule to include the salary for the Deputy Fire Chief position 3-6
  - C. Resolution accepting the Wine Country Road Roundabout and Utility Improvements as complete 7-19
  - D. Resolution accepting the bid for the Lower Yakima Valley Pathway Improvements and authorizing the Mayor to sign all contract documents with American Rock Products 20-24
  - E. Ordinance No. 2024-13 regarding a Supporting Investments in Economic Diversification (SIED) Contract with Yakima County and the City of Grandview for the Northwest Grandview Utility and Roadway Improvements; authorizing the Mayor to execute all documents necessary to implement the contract and receive and expend all monies received under the contract for the project; and creating project Fund 350 – Northwest Grandview Utility and Roadway Improvements and authorizing the City Treasurer to make interfund loans to support cash flow to Fund 350 25-38
  - F. Budgeting for Indigent Defense Costs 39
- 5. CITY ADMINISTRATOR AND/OR STAFF REPORTS**
- 6. MAYOR & COUNCILMEMBER REPORTS**
- 7. ADJOURNMENT**

The City of Grandview Committee-of-the-Whole and Regular Council Meetings scheduled for Tuesday, September 10, 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/84746505467?pwd=52xNbykKi0YR2Y7obUicyiQbN7bKLq.1>

To join via phone: +1 253 215 8782

Meeting ID: 847 4650 5467

Passcode: 675130

**Anita Palacios**

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**From:** Shane Fisher  
**Sent:** Thursday, August 15, 2024 11:02 AM  
**To:** Ashley Lara; Ashley Lara; Bill Moore; robert@rgicorporation.com; Joan Souders; dsdiaz9@hotmail.com; Laura Flores; Steve Barrientes; Javier Rodriguez  
**Cc:** Anita Palacios  
**Subject:** FW: Community Assessment Findings & Suggestions

Council Members,

Please see the email below from Roger Brooks (Destination Development) that I've mentioned several times during council meetings and more in-depth at the Council Retreat. Please read and watch the videos in the link to better understand what they do and how they can help us develop an action plan. The action plan can be used to structure our 5-year strategic plan that we discussed at the last city council meeting.

Please let me know your thoughts on the information provided below. I would like to schedule Roger Brooks to come present their program and process to city council in the next month or so.

Thanks,

**Shane Fisher**

City Administrator  
207 West Second Street  
Grandview, WA 98930  
(509)882-9206 – Direct  
(509)882-9200 – City Hall  
[sfisher@grandview.wa.us](mailto:sfisher@grandview.wa.us)  
[www.grandview.wa.us](http://www.grandview.wa.us)

This message may contain confidential and/or proprietary information and is intended for the person/entity to whom it was originally addressed. Any use by others is strictly prohibited.

**From:** Roger Brooks <roger@destinationdevelopment.org>  
**Sent:** Thursday, August 15, 2024 10:29 AM  
**To:** Shane Fisher <sfisher@grandview.wa.us>  
**Cc:** Becky Durkin <becky@destinationdevelopment.org>; Jane Brooks <jane@destinationdevelopment.org>  
**Subject:** Community Assessment Findings & Suggestions

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**CAUTION:** External Email

Hello Shane:

Thanks for reaching out and we would LOVE to do an Assessment for you in Grandview. When we did the Assessment of Sunnyside, the cost was \$25,000 and even though the cost of an Assessment has gone up since then, we'd hold the price at \$25,000. The reason? We relocated our business to Spokane, so we're just a three-hour drive from Grandview - in my home state. That saves the cost of airfares and rental cars, which have skyrocketed over the past couple of years. AND I love "giving back" in my home state.

As an editorial comment, I think (perhaps I'm wrong) but it seems that the people of Grandview take a lot of pride in their community and downtown (Division Street for example) than Sunnyside did. If true, it means the Assessment Findings & Suggestions could be the Action Plan that will make Grandview an even better place to call home. And that's what the Assessment process is all about. It basically answers a simple question: "What else could be done locally, without spending an arm and a leg, to make Grandview an even better place to live, work, own a business, invest in, and visit?"

If you need to "sell" the idea locally, you can visit our YouTube site at [YouTube.com/@DestinationDevelopment](https://www.youtube.com/@DestinationDevelopment), scroll down to the bottom to the Community/Destination Assessments section and the first three videos detail the assessment process. The first two are short and provide a brief overview, while the third one is the full-meal deal that goes into far more detail than the other two.

As far as timing goes, we still have two openings early this fall.

Thanks again!

### **Roger Brooks**

Helping craft amazing destinations

[www.DestinationDevelopment.org](http://www.DestinationDevelopment.org)

[YouTube.com/@DestinationDevelopment](https://www.youtube.com/@DestinationDevelopment)

## **Destination Development Association**


5919 Highway 291 Suite 1#187



Nine Mile Falls, WA 99026

(206) 241-4770

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

<b>ITEM TITLE</b>  Ordinance amending the City of Grandview 2024 Non-Union Salary Schedule to include the salary for the Deputy Fire Chief position	<b>AGENDA NO.:</b> New Business 4 (B)  <b>AGENDA DATE:</b> September 10, 2024
<b>DEPARTMENT</b>  Fire Department	<b>FUNDING CERTIFICATION (City Treasurer)</b> (If applicable)

**DEPARTMENT DIRECTOR REVIEW**  
  
 Pat Mason, Fire Chief 

<b>CITY ADMINISTRATOR</b>  	<b>MAYOR</b>  
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**ITEM HISTORY** (Previous council reviews, action related to this item, and other pertinent history)  
  
 At the August 27, 2024 City Council meeting, Council approved Resolution No. 2024-46 establishing a job description for the Deputy Fire Chief and setting forth procedures to establish the Deputy Fire Chief's salary.

**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 the proposed ordinance amending the 2024 Non-Union Salary Schedule to include the salary for the Deputy Fire Chief position.

**ACTION PROPOSED**  
  
 Move an ordinance amending the City of Grandview 2024 Non-Union Salary Schedule to include the salary for the Deputy Fire Chief position to a regular Council meeting agenda for consideration.

**ORDINANCE NO. 2024-\_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,  
AMENDING THE CITY OF GRANDVIEW 2024 NON-UNION SALARY SCHEDULE  
TO INCLUDE THE SALARY FOR THE DEPUTY FIRE CHIEF POSITION**

**WHEREAS**, the City Council has established a job description for the Deputy Fire Chief position;

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

**SECTION 1:** The City of Grandview 2024 Non-Union Monthly Salary Schedule is hereby amended to include the salary for the Deputy Fire Chief position attached hereto as Exhibit 1 and incorporated herein by reference.

**SECTION 2.** This Ordinance shall be in full force and effect five (5) days after its passage and publication as required by law.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at a special meeting on \_\_\_\_\_, 2024

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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

**PUBLISHED:**

**EFFECTIVE:**

**EXHIBIT 1  
CITY OF GRANDVIEW  
2024 NON-UNION MONTHLY SALARY SCHEDULE**

<b>Position</b>	<b>Monthly Minimum</b>	<b>Monthly Maximum</b>
City Administrator	\$8,620	\$12,935
Police Chief	\$7,475	\$11,212
Fire Chief	\$7,475	\$11,212
Public Works Director	\$7,243	\$10,863
City Treasurer	\$7,036	\$10,710
City Clerk/Human Resource Assistant	\$6,683	\$10,023
Assistant Police Chief	\$6,547	\$9,815
Deputy Fire Chief	\$6,547	\$9,815
Assistant Public Works Director	\$5,643	\$8,464
WWTP Superintendent	\$5,643	\$8,464
Fire Captain	\$5,501	\$8,252
Parks & Recreation Director	\$5,277	\$8,032
Library Director	\$4,632	\$6,949
Public Works Assistant	\$3,858	\$5,788
Accounting Clerk	\$3,601	\$5,403
Utility Billing Clerk	\$3,401	\$5,177
Library Associate	\$3,238	\$4,929
Confidential Police Admin Clerk	\$3,084	\$4,694
Public Works Office Clerk	\$3,084	\$4,694
Receptionist	\$3,084	\$4,694

**August 2024  
Salary Matrix**

		A	B	C	D	E	F	G	H	I	J
City Administrator	Adjusted	8,620	9,019	9,432	9,865	10,319	10,795	11,292	11,809	12,352	12,935
Police Chief	Adjusted	7,475	7,818	8,178	8,555	8,948	9,358	9,788	10,242	10,710	11,212
Fire Chief	Adjusted	7,475	7,818	8,178	8,555	8,948	9,358	9,788	10,242	10,710	11,212
Public Works Director	Adjusted	7,243	7,578	7,925	8,288	8,671	9,071	9,488	9,923	10,378	10,863
City Treasurer	Adjusted	7,036	7,374	7,727	8,095	8,481	8,888	9,312	9,757	10,223	10,710
City Clerk/Human Resource Asst	Adjusted	6,683	6,992	7,312	7,648	8,000	8,369	8,754	9,155	9,576	10,023
Assistant Police Chief	Adjusted	6,547	6,844	7,162	7,493	7,833	8,195	8,572	8,966	9,377	9,815
Deputy Fire Chief	Adjusted	6,547	6,844	7,162	7,493	7,833	8,195	8,572	8,966	9,377	9,815
Assistant Public Works Director	Adjusted	5,698	5,962	6,234	6,522	6,822	7,136	7,464	7,806	8,166	8,539
WWTP Superintendent	Adjusted	5,643	5,902	6,173	6,457	6,755	7,066	7,390	7,730	8,084	8,464
Fire Captain	Adjusted	5,501	5,756	6,018	6,294	6,583	6,888	7,204	7,535	7,882	8,252
Parks & Recreation Director	Adjusted	5,277	5,527	5,792	6,069	6,358	6,661	6,980	7,314	7,663	8,032
Public Works Foreman	Adjusted	4,635	4,847	5,071	5,305	5,550	5,806	6,071	6,352	6,640	6,953
Library Director	Adjusted	4,632	4,846	5,067	5,300	5,544	5,800	6,069	6,345	6,639	6,949
Public Works Assistant	Adjusted	3,858	4,035	4,221	4,416	4,620	4,832	5,053	5,286	5,529	5,788
Accounting Clerk	Adjusted	3,601	3,768	3,939	4,123	4,311	4,510	4,717	4,932	5,162	5,403
Utility Billing Clerk	Adjusted	3,401	3,565	3,736	3,912	4,100	4,297	4,501	4,717	4,943	5,177
Library Associate	Adjusted	3,238	3,393	3,556	3,724	3,903	4,091	4,286	4,491	4,705	4,929
Confidential Police Admin Clerk	Adjusted	3,084	3,230	3,387	3,545	3,716	3,894	4,081	4,275	4,481	4,694
Public Works Office Clerk	Adjusted	3,084	3,230	3,387	3,545	3,716	3,894	4,081	4,275	4,481	4,694
Receptionist	Adjusted	3,084	3,230	3,387	3,545	3,716	3,894	4,081	4,275	4,481	4,694



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

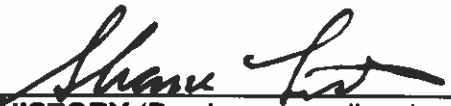
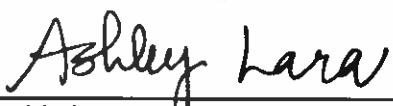
<b>ITEM TITLE</b>  Resolution accepting the Wine Country Road Roundabout and Utility Improvements as complete	<b>AGENDA NO.:</b> New Business 4 (C)  <b>AGENDA DATE:</b> September 10, 2024
<b>DEPARTMENT</b>  Public Works Department	<b>FUNDING CERTIFICATION</b> (City Treasurer) (If applicable)  N/A

**DEPARTMENT DIRECTOR REVIEW**

Hector Mejia, Public Works Director



**CITY ADMINISTRATOR** **MAYOR**

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

None

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

Culbert Construction, Inc., has completed the construction of the Wine Country Road Roundabout and Utility Improvements. Staff recommends Council accept the project as complete once the requirements in the August 23, 2024 letter from HLA Engineering and Land Surveying, Inc., have been satisfied.

**ACTION PROPOSED**

Move a resolution accepting the Wine Country Road Roundabout and Utility Improvements as complete to the September 10, 2024 regular Council meeting for consideration.

**Anita Palacios**

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**From:** Angie Ringer <aringer@hlacivil.com>  
**Sent:** Friday, August 23, 2024 12:57 PM  
**To:** Hector Mejia  
**Cc:** Stephen Hazzard; Taylor Denny; Anita Palacios; Lillian Veliz; Shane Fisher; Todd Dorsett; Tanner Lange  
**Subject:** 21250C, 22202C - GV - Wine Country Road RAB - Utility Impr - Progress Estimate 08 and Final w/Project ACP recommendation- City  
**Attachments:** 2024-08-23 - 21250, 22202 - Prog. Est. 08 and Final - Rec. Project ACP.pdf  
**Importance:** High  
**Follow Up Flag:** Flag for follow up  
**Flag Status:** Flagged

**CAUTION:** External Email

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Good afternoon, Hector,

Please see the attached Progress Estimate No. 08 and Final for the above referenced project, along with a letter recommending approval for payment to Culbert Construction, Inc.

This letter also recommends the City of Grandview Council formally accept the project as complete. Please let us know when this is scheduled to be on Council Agenda so we can follow up afterwards for a copy the Council resolution.

If you have any questions or need anything further, please let us know.

Thank you,



**Angie Ringer, Contract Administration Lead**

**HLA Engineering and Land Surveying, Inc.**

2803 River Road, Yakima, WA 98902

Office: (509) 966-7000 | Cell: (509) 949-0069

[aringer@hlacivil.com](mailto:aringer@hlacivil.com) | [www.hlacivil.com](http://www.hlacivil.com)

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August 23, 2024

City of Grandview  
207 West 2nd Street  
Grandview, WA 98930

Attn: Hector Mejia  
Public Works Director

Re: City of Grandview  
Wine Country Road Roundabout and Utility Improvements  
HLA Project No.: 21250C and 22202C  
Final Progress Estimate and Project Acceptance

Dear Hector:

Enclosed is Progress Estimate No. 08 designated as the Final for work performed by Culbert Construction, Inc. through August 19, 2024 in connection with their contract on the above referenced project. The amount due to the contractor is net, as per the contract documents. We recommend this Final Progress Estimate be considered and accepted by the City of Grandview Council.

This letter serves as our recommendation for acceptance of this project by your City Council. We have reviewed the work performed by Culbert Construction, Inc. on this project and believe it has been completed satisfactorily.

Once the project has been accepted as complete by the City Council, the required "Notice of Completion of Public Works Contract" will be completed by our office and sent to the Department of Revenue, Department of Labor and Industries, and Employment Security Departments through our access to your Labor and Industries portal. If you prefer to submit the Notice of Completion, please let us know.

Culbert Construction, Inc. submitted Retainage Bond No. 2335487 for this project, therefore no retainage has been withheld by the City from progress estimates to Culbert Construction, Inc.

Following acceptance of the project and when lien releases have been received from the Department of Revenue, Department of Labor and Industries, and Employment Security Department, and when the City of Grandview confirms no liens have been received against the retainage bond for this project, it shall be considered physically complete:

The City will receive the following from HLA Engineering and Land Surveying, Inc. (HLA) in a One Drive Link for download:

- A completed copy of the project punch list items identified during the final walk-through inspection.
- A PDF set of Record Drawings for the project.
- Final Contract Voucher Certification from the Contractor certifying all labor and materials furnished on this project have been paid for.
- Required project labor and equal employment opportunity documents including:
  - Requests to Sublet and verifications for the Prime Contractor and all subcontractors who performed work on this project.
  - Statement of Intent to Pay Prevailing Wages approved by the Washington State Department of Labor and Industries.
  - Affidavits of Wages Paid approved by the Washington State Department of Labor and Industries.

Our office will retain an electronic copy of the project files should the City need them in the future.

Please forward a copy of your Council Resolution authorizing project acceptance to our office when it becomes available.

Please contact our office if you have questions or if we may provide additional information.

Sincerely,

 Digitally signed by Stephen S. Hazzard, PE  
DN: c=US, E=shazzard@hla civil.com,  
O="HLA Engineering and Land Surveying,  
Inc.", CN="Stephen S. Hazzard, PE"  
Date: 2024.08.23 11:23:22-0700

Stephen S. Hazzard, PE

SSH/asr

Enclosures

Copy: Shane Fisher, Anita Palacios, Lillian Veliz, Todd Dorsett, City of Grandview  
Dan DeRousie, Steve Culbert, Culbert Construction, Inc.  
Taylor Denny, Angie Ringer, Tanner Lange, HLA

**CONSTRUCTION PROGRESS ESTIMATE**

**CITY OF GRANDVIEW**

207 WEST 2ND ST.

GRANDVIEW, WA 98930

TO: Culbert Construction, Inc.

3905 E A Street

Pasco, WA 99301

**Wine Country Road Roundabout and Utility Improvements**

HILA PROJECT NO.: 21250 and 22202

TIB PROJECT NO.: 8-4-183(004)-1

PROGRESS ESTIMATE NO.: 8 and FINAL

FROM: Mar. 19, 2024 TO: Aug. 19, 2024



BID ITEM NO.	SCH. OF WORK	DESCRIPTION	UNIT	CONTRACT TOTAL (Contract + COs)		TOTAL WORK TO DATE		PREVIOUS PAID		AMOUNT DUE NOW (Total - Previous)		PERCENT CONTRACT COMPLETE	
				QTY	UNIT PRICE	COST	QTY	COST	QTY	COST	QTY		COST
1	A	Minor Change	FA	1	\$ 25,000.00	\$ 25,000.00	0.95	\$ 23,872.42	0.84	\$ 20,980.39	0.12	\$ 2,892.03	95%
2	A	Mobilization	LS	1	\$ 188,934.19	\$ 188,934.19	1.00	\$ 188,934.19	1.00	\$ 188,934.19	0	\$ -	100%
3	A	Project Temporary Traffic Control	LS	1	\$ 41,000.49	\$ 41,000.49	1	\$ 41,000.49	1	\$ 41,000.49	0	\$ -	100%
4	A	Portable Changeable Message Sign	HR	7,100	\$ 2.17	\$ 15,407.00	7,128	\$ 15,487.78	7,128	\$ 15,487.78	0	\$ -	100%
5	A	Cleaning and Grubbing	LS	1	\$ 7,075.49	\$ 7,075.49	1	\$ 7,075.49	1	\$ 7,075.49	0	\$ -	100%
6	A	Removal of Structures and Obstructions	LS	1	\$ 31,827.38	\$ 31,827.38	1	\$ 31,827.38	1	\$ 31,827.38	0	\$ -	100%
7	A	Unclassified Excavation Incl Haul	CY	2,300	\$ 13.95	\$ 32,085.00	2,397.73	\$ 33,448.33	2,397.73	\$ 33,448.33	0	\$ -	104%
8	A	Reinforced Concrete Slab Removal	SY	1,900	\$ 18.56	\$ 35,264.00	1,900	\$ 35,264.00	1,900	\$ 35,264.00	0	\$ -	100%
9	A	Crushed Surfacing Base Course	TON	4,700	\$ 33.43	\$ 157,121.00	2,431.57	\$ 81,287.39	2,431.57	\$ 81,287.39	0	\$ -	52%
10	A	Crushed Surfacing Top Course	TON	750	\$ 40.87	\$ 30,502.50	726.81	\$ 29,559.38	726.81	\$ 29,559.38	0	\$ -	97%
11	A	HMA Cl. 3/8-Inch PG 64H-28	TON	1,300	\$ 138.38	\$ 179,894.00	1,287.45	\$ 175,399.73	1,287.45	\$ 175,399.73	0	\$ -	97%
12	A	Temporary Roadway	LS	1	\$ 15,956.53	\$ 15,956.53	1	\$ 15,956.53	1	\$ 15,956.53	0	\$ -	100%
13	A	Storm Sewer Pipe 12 in. Diam.	LF	155	\$ 189.43	\$ 28,106.65	222	\$ 37,391.46	222	\$ 37,391.46	0	\$ -	143%
14	A	Roadside Swale	LF	130	\$ 77.08	\$ 10,021.70	130	\$ 10,021.70	130	\$ 10,021.70	0	\$ -	100%
15	A	Concrete Spill Apron	EA	3	\$ 1,796.17	\$ 5,388.51	3	\$ 5,388.51	3	\$ 5,388.51	0	\$ -	100%
16	A	Infiltration Storm Vault	EA	5	\$ 11,897.92	\$ 59,989.60	5	\$ 59,989.60	5	\$ 59,989.60	0	\$ -	100%
17	A	Catch Basin Type 2 48 in. Diam.	EA	3	\$ 2,849.43	\$ 8,548.29	3	\$ 8,548.29	3	\$ 8,548.29	0	\$ -	100%
18	A	Catch Basin Type 1	EA	8	\$ 1,395.17	\$ 11,161.36	8	\$ 11,161.36	8	\$ 11,161.36	0	\$ -	100%
19	A	Shoring or Extra Excavation	LF	155	\$ 15.03	\$ 2,329.65	222	\$ 3,336.86	222	\$ 3,336.86	0	\$ -	143%
20	A	Select Backfill, as Directed	CY	50	\$ 47.17	\$ 2,358.50	68.50	\$ 3,231.15	68.50	\$ 3,231.15	0	\$ -	137%
21	A	Landscape Restoration	FA	1	\$ 2,500.00	\$ 2,500.00	0.61	\$ 1,520.80	0.61	\$ 1,520.80	0	\$ -	61%
22	A	Basalt Rock Match	CY	200	\$ 136.86	\$ 27,372.00	287.33	\$ 39,586.78	287.33	\$ 39,586.78	0	\$ -	134%
23	A	Sodded Lawn Repair	SY	100	\$ 52.26	\$ 5,226.00	140	\$ 7,316.40	140	\$ 7,316.40	0	\$ -	140%
24	A	Cement Conc. Traffic Curb and Gutter	LF	1,215	\$ 36.37	\$ 44,189.55	1,321	\$ 48,044.77	1,321	\$ 48,044.77	0	\$ -	108%
25	A	Cement Conc. Traffic Curb	LF	790	\$ 39.14	\$ 30,920.60	219	\$ 8,571.66	219	\$ 8,571.66	0	\$ -	28%
26	A	Cement Conc. Planter Curb	LF	125	\$ 61.47	\$ 7,683.75	125	\$ 7,683.75	125	\$ 7,683.75	0	\$ -	100%
27	A	Extruded Curb	LF	175	\$ 17.75	\$ 3,106.25	203	\$ 3,603.25	203	\$ 3,603.25	0	\$ -	118%

**CONSTRUCTION PROGRESS ESTIMATE**

**CITY OF GRANDVIEW**  
 207 WEST 2ND ST.  
 GRANDVIEW, WA 98930  
 TO: Culbert Construction, Inc.  
 3905 E A Street  
 Pasco, WA 99301



**Wine Country Road Roundabout and Utility Improvements**

HLA PROJECT NO.: 21250 and 22202  
 TIB PROJECT NO.: 8-4-183(004)-1  
 PROGRESS ESTIMATE NO.: 8 and FINAL  
 FROM: Mar. 19, 2024 TO: Aug. 19, 2024

BID ITEM NO.	SCH. OF WORK	DESCRIPTION	UNIT	CONTRACT TOTAL (Contract + Co's)			TOTAL WORK TO DATE			PREVIOUS PAID			AMOUNT DUE NOW (Total - Previous)			PERCENT CONTRACT COMPLETE
				QTY	UNIT PRICE	COST	QTY	COST	QTY	COST	QTY	COST	QTY	COST		
28	A	Roundabout Truck Apron Cem. Conc. Curb and Gutter	LF	585	\$ 51.00	\$ 29,835.00	1,510	\$ 77,010.00	1,510	\$ 77,010.00	0	\$ -	0	\$ -	258%	
28	A	Cement Conc. Sidewalk 4-Inch Thick	SY	115	\$ 94.82	\$ 10,904.30	62.44	\$ 5,920.56	62.44	\$ 5,920.56	0	\$ -	0	\$ -	54%	
30	A	Cement Conc. Curb Ramp	EA	9	\$ 2,504.28	\$ 22,538.52	5	\$ 12,521.40	5	\$ 12,521.40	0	\$ -	0	\$ -	56%	
31	A	Pigmented Cement Conc. Truck Apron	SY	640	\$ 214.19	\$ 137,081.60	953.22	\$ 204,170.19	953.22	\$ 204,170.19	0	\$ -	0	\$ -	149%	
32	A	Pigmented Cement Conc. Splitter Island	SY	355	\$ 181.63	\$ 64,478.65	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0%	
33	A	Cement Conc. Crosswalk Refuge Area	SY	25	\$ 250.54	\$ 6,263.50	14.01	\$ 3,510.07	14.01	\$ 3,510.07	0	\$ -	0	\$ -	56%	
34	A	Illumination System, Complete	LS	1	\$ 91,875.84	\$ 91,875.84	1	\$ 91,875.84	1	\$ 91,875.84	0	\$ -	0	\$ -	100%	
35	A	Rapid Flashing Beacon System, in Place	EA	2	\$ 15,775.00	\$ 31,550.00	2	\$ 31,550.00	2	\$ 31,550.00	0	\$ -	0	\$ -	100%	
36	A	Permanent Signage	LS	1	\$ 15,224.27	\$ 15,224.27	1.00	\$ 15,224.27	1.00	\$ 15,224.27	0	\$ -	0	\$ -	100%	
37	A	Pavement Markings	LS	1	\$ 7,610.72	\$ 7,610.72	1	\$ 7,610.72	1	\$ 7,610.72	0	\$ -	0	\$ -	100%	
38	B	Minor Change	FA	1	\$ 10,000.00	\$ 10,000.00	0.19	\$ 1,904.80	0.19	\$ 1,904.80	0	\$ -	0	\$ -	19%	
39	B	Mobilization	LS	1	\$ 1,381.90	\$ 1,381.90	1	\$ 1,381.90	1	\$ 1,381.90	0	\$ -	0	\$ -	100%	
40	B	Project Temporary Traffic Control	LS	1	\$ 512.51	\$ 512.51	1	\$ 512.51	1	\$ 512.51	0	\$ -	0	\$ -	100%	
41	B	Removal of Structures and Obstructions	LS	1	\$ 225.53	\$ 225.53	1.00	\$ 225.53	1.00	\$ 225.53	0	\$ -	0	\$ -	100%	
42	B	Crushed Surfacing Top Course	TON	5	\$ 310.49	\$ 1,552.45	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0%	
43	B	HMA Cl. 3/8-Inch PG 64H-28	TON	5	\$ 1,118.31	\$ 5,596.55	2.50	\$ 2,798.28	2.50	\$ 2,798.28	0	\$ -	0	\$ -	50%	
44	B	Manhole 48 In. Diam. Type 1	EA	4	\$ 3,348.98	\$ 13,395.92	4	\$ 13,395.92	4	\$ 13,395.92	0	\$ -	0	\$ -	100%	
45	B	Shoring or Extra Excavation	LF	550	\$ 9.27	\$ 5,098.50	572	\$ 5,302.44	572	\$ 5,302.44	0	\$ -	0	\$ -	104%	
46	B	Select Backfill, as Directed	CY	235	\$ 43.71	\$ 10,271.85	206.60	\$ 9,030.49	206.60	\$ 9,030.49	0	\$ -	0	\$ -	88%	
47	B	PVC Sanitary Sewer Pipe 12 In. Diam.	LF	550	\$ 104.04	\$ 57,222.00	572	\$ 59,510.88	572	\$ 59,510.88	0	\$ -	0	\$ -	104%	
48	B	Control Density Fill	CY	5	\$ 211.93	\$ 1,059.65	3.50	\$ 741.76	3.50	\$ 741.76	0	\$ -	0	\$ -	70%	
49	C	Minor Change	FA	1	\$ 10,000.00	\$ 10,000.00	0.14	\$ 1,411.88	0.14	\$ 1,411.88	0	\$ -	0	\$ -	14%	
50	C	Mobilization	LS	1	\$ 690.95	\$ 690.95	1.00	\$ 690.95	1.00	\$ 690.95	0	\$ -	0	\$ -	100%	
51	C	Project Temporary Traffic Control	LS	1	\$ 512.51	\$ 512.51	1	\$ 512.51	1	\$ 512.51	0	\$ -	0	\$ -	100%	
52	C	Crushed Surfacing Base Course	TON	20	\$ 165.49	\$ 3,309.80	10	\$ 1,654.90	10	\$ 1,654.90	0	\$ -	0	\$ -	50%	
53	C	Crushed Surfacing Top Course	TON	10	\$ 310.49	\$ 3,104.90	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0%	
54	C	HMA Cl. 3/8-Inch PG 64H-28	TON	15	\$ 445.88	\$ 6,688.20	7.50	\$ 3,344.10	7.50	\$ 3,344.10	0	\$ -	0	\$ -	50%	

**CONSTRUCTION PROGRESS ESTIMATE**

**CITY OF GRANDVIEW**  
207 WEST 2ND ST.

GRANDVIEW, WA 98930

TO: Culbert Construction, Inc.

3906 E A Street

Pasco, WA 99301

HLA PROJECT NO.: 21250 and 22202

TIB PROJECT NO.: 8-4-183(004)-1

PROGRESS ESTIMATE NO.: 8 and FINAL

FROM: Mar. 19, 2024 TO: Aug. 19, 2024



**Wine Country Road Roundabout and Utility Improvements**

BID ITEM NO.	SCH. OF WORK	DESCRIPTION	UNIT	CONTRACT TOTAL (Contract + Coy)			TOTAL WORK TO DATE		PREVIOUS PAID		AMOUNT DUE NOW (Total - Previous)		PERCENT CONTRACT COMPLETE	
				QTY	UNIT PRICE	COST	QTY	COST	QTY	COST	QTY	COST		
55	C	Shoring or Extra Excavation	LF	295	\$ 6.52	\$ 1,923.40	264	\$ 1,721.28	\$ 1,721.28	264	\$ 1,721.28	0	\$ -	89%
56	C	Select Backfill, as Directed	CY	50	\$ 44.68	\$ 2,234.00	45.90	\$ 2,050.81	\$ 2,050.81	45.90	\$ 2,050.81	0	\$ -	92%
57	C	C805 PVC Pipe for Water Main 18 In. Diam.	LF	20	\$ 531.16	\$ 10,623.20	0	\$ -	\$ -	0	\$ -	0	\$ -	0%
58	C	C900 PVC Pipe for Water Main 12 In. Diam.	LF	260	\$ 127.70	\$ 33,202.00	259	\$ 33,074.30	\$ 33,074.30	259	\$ 33,074.30	0	\$ -	100%
59	C	C900 PVC Pipe for Water Main 6 In. Diam.	LF	15	\$ 187.68	\$ 2,815.20	15	\$ 2,815.20	\$ 2,815.20	15	\$ 2,815.20	0	\$ -	100%
60	C	Tapping Sleeve and Valve Assembly 12 In.	EA	2	\$ 11,232.95	\$ 22,465.90	2	\$ 22,465.90	\$ 22,465.90	2	\$ 22,465.90	0	\$ -	100%
61	C	Tapping Sleeve and Valve Assembly 6 In.	EA	1	\$ 5,995.21	\$ 5,995.21	1	\$ 5,995.21	\$ 5,995.21	1	\$ 5,995.21	0	\$ -	100%
62	C	Abandon Water Valve	EA	1	\$ 387.47	\$ 387.47	1	\$ 387.47	\$ 387.47	1	\$ 387.47	0	\$ -	100%
63	C	Hydrant Assembly	EA	2	\$ 5,811.99	\$ 11,623.98	2	\$ 11,623.98	\$ 11,623.98	2	\$ 11,623.98	0	\$ -	100%
64	C	Moving Existing Hydrant	EA	1	\$ 1,707.08	\$ 1,707.08	1	\$ 1,707.08	\$ 1,707.08	1	\$ 1,707.08	0	\$ -	100%
65	CO1	CO1 - Valleywide East Entrance Construction	LS	1	\$ 16,500.00	\$ 16,500.00	1	\$ 16,500.00	\$ 16,500.00	1	\$ 16,500.00	0	\$ -	100%
66	CO2	CO2 - Backflow Preventor and Hose Bib Assembly, Complete	LS	1	\$ 5,807.08	\$ 5,807.08	1	\$ 5,807.08	\$ 5,807.08	1	\$ 5,807.08	0	\$ -	100%
67	CO2	CO2 - Basalt Rock Mulch	CY	15	\$ 138.86	\$ 2,082.90	15	\$ 2,082.90	\$ 2,082.90	15	\$ 2,082.90	0	\$ -	100%
68	CO2	CO2 - Cement Conc. Planter Curb	LF	90	\$ 61.47	\$ 5,532.30	32	\$ 1,987.04	\$ 1,987.04	32	\$ 1,987.04	0	\$ -	36%
69	CO2	CO2 - Pigmented Cement Conc. Spiller Island	SY	12	\$ 181.63	\$ 2,179.56	8	\$ 1,453.04	\$ 1,453.04	8	\$ 1,453.04	0	\$ -	67%
70	CO2	CO2 - Flagpole, Complete	LS	1	\$ 214,773.89	\$ 214,773.89	1	\$ 214,773.89	\$ 214,773.89	1	\$ 214,773.89	0	\$ -	100%
71	CO2	CO2 - Polished Triple Basalt Column Fountain, Complete	EA	2	\$ 65,104.73	\$ 130,209.46	2	\$ 130,209.46	\$ 130,209.46	1.90	\$ 123,698.99	0.10	\$ 6,510.47	100%
72	CO2	CO2 - City Sign, Complete	LS	1	\$ 17,425.21	\$ 17,425.21	1	\$ 17,425.21	\$ 17,425.21	0.95	\$ 16,553.95	0.05	\$ 871.28	100%
73	CO2	CO2 - Basalt Column	EA	22	\$ 2,736.90	\$ 60,211.80	22	\$ 60,211.80	\$ 60,211.80	22	\$ 60,211.80	0	\$ -	100%
74	CO2	CO2 - Exposed Aggregate Finish	SY	6	\$ 1,077.10	\$ 6,462.60	8.80	\$ 9,478.48	\$ 9,478.48	8.80	\$ 9,478.48	0	\$ -	147%
75	CO2	CO2 - Cobble Rock	CY	9	\$ 1,659.34	\$ 14,934.06	9	\$ 14,934.06	\$ 14,934.06	9	\$ 14,934.06	0	\$ -	100%

**CONSTRUCTION PROGRESS ESTIMATE**

**CITY OF GRANDVIEW**  
 207 WEST 2ND ST.  
 GRANDVIEW, WA 98930  
 TO: Culbert Construction, Inc.  
 3805 E A Street  
 Pasco, WA 99301

**Wine Country Road Roundabout and Utility Improvements**



HLA PROJECT NO.: 21250 and 22202  
 TIB PROJECT NO.: 8-4-183(004)-1  
 PROGRESS ESTIMATE NO.: 8 and FINAL  
 FROM: Mar. 19, 2024 TO: Aug. 19, 2024

BID ITEM NO.	SCH. OF WORK	DESCRIPTION	UNIT	CONTRACT TOTAL (Contract + Co's)			TOTAL WORK TO DATE			PREVIOUS PAID			AMOUNT DUE NOW (Total - Previous)			PERCENT CONTRACT COMPLETE
				QTY	UNIT PRICE	COST	QTY	COST	QTY	COST	QTY	COST	QTY	COST		
		Schedule A Subtotal			\$ 1,424,132.39		\$ 1,360,672.06		\$ 1,377,760.03		\$ 2,892.03				97%	
		Schedule B Subtotal			\$ 109,316.85		\$ 94,804.61		\$ 94,804.61		\$ -				89%	
		8.0% Sales Tax - Schedule B			\$ 8,606.35		\$ 7,684.37		\$ 7,684.37		\$ -					
		<b>SCHEDULE B - TOTAL</b>			<b>\$ 114,922.21</b>		<b>\$ 102,388.98</b>		<b>\$ 102,388.98</b>		<b>\$ -</b>					
		Schedule C Subtotal			\$ 116,663.80		\$ 89,736.57		\$ 89,736.57		\$ -				76%	
		8.0% Sales Tax - Schedule C			\$ 9,325.10		\$ 7,098.85		\$ 7,098.85		\$ -					
		<b>SCHEDULE C - TOTAL</b>			<b>\$ 125,988.90</b>		<b>\$ 96,834.42</b>		<b>\$ 96,834.42</b>		<b>\$ -</b>					
		Schedule CO1 Subtotal			\$ 16,500.00		\$ 16,500.00		\$ 16,500.00		\$ -				100%	
		Schedule CO2 Subtotal			\$ 459,688.86		\$ 458,312.98		\$ 459,831.23		\$ 7,381.73				100%	
		<b>Project Total (including Sales Tax)</b>			<b>\$ 2,140,832.36</b>		<b>\$ 2,053,708.41</b>		<b>\$ 2,043,434.68</b>		<b>\$ 10,273.76</b>				98%	
		Retainage Bond No. 2335487		0%			\$ -		\$ -		\$ -					
		<b>Amount Due Progress Estimate No. 8 and FINAL</b>					<b>\$ 2,043,708.43</b>		<b>\$ 2,043,434.67</b>		<b>\$ 10,273.76</b>					

I hereby certify that the foregoing is a true and correct statement of the work performed under this contract.

*Stephen S. Hazzard*  
 Certified by Stephen S. Hazzard, PE  
 Dr. E-US, E-Inkzard@haskill.com, OTHLA  
 Engineering and Land Surveying, Inc.  
 3805 E A Street, Pasco, WA 99301  
 Date: 2024.08.23 11:23:56 AM '07

Stephen S. Hazzard, PE

I hereby accept the Final Progress Estimate and Final Contract Voucher Certification in accordance with Section 1-09.9 of the WSDOT Standard Specifications.

*Robert Construction, Inc.*  
 Robert Construction, Inc.  
 08.22.2024



**CONSTRUCTION PROGRESS ESTIMATE - SCHEDULE OF VALUES**

City of Grandview  
 Wine Country Road Roundabout and Utility Improvements

TO: Culbert Construction, Inc.  
 3905 E A Street  
 Pasco, WA 99301

HILA PROJECT NO.: 21250 and 22202  
 TIB PROJECT NO.: 8-4-183(004)-1



BID ITEM NO.	BID ITEM NAME	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	PERCENT OF ITEM COMPLETE
2	Mobilization	SCH A - 50% payment at 5% completion	1	LS	\$ 71,208.62	\$ 71,208.62	100.00%
2	Mobilization	SCH A - 100% payment at 10% completion	1	LS	\$ 71,208.62	\$ 71,208.62	100.00%
2	Mobilization	SCH A - Mobilization Balance Due at Substantial Completion	1	LS	\$ 46,520.95	\$ 46,520.95	100.00%
3	Project Temporary Traffic Control	03.1 - Phase 001	1	LS	\$ 14,025.15	\$ 14,025.15	100.00%
3	Project Temporary Traffic Control	03.2 - Phase 002	1	LS	\$ 26,975.34	\$ 26,975.34	100.00%
5	Cleaning and Grubbing	05.1 - Phase 001 Sod and Landscaping Removal/TESC	1	LS	\$ 3,950.25	\$ 3,950.25	100.00%
5	Cleaning and Grubbing	05.2 - Sod and Landscaping Removal/TESC	1	LS	\$ 3,125.24	\$ 3,125.24	100.00%
6	Removal of Structures and Obstructions	06.1 - HMA Grinding /Removal	1	LS	\$ 26,200.00	\$ 26,200.00	100.00%
6	Removal of Structures and Obstructions	06.2 - Sawcutting	1	LS	\$ 2,100.00	\$ 2,100.00	100.00%
6	Removal of Structures and Obstructions	06.3 - Concrete Demo/Misc. Demo	1	LS	\$ 3,527.38	\$ 3,527.38	100.00%
12	Temporary Roadway	12.1 - Phase 001 (Construct Temporary Roadway)	1	LS	\$ 12,025.25	\$ 12,025.25	100.00%
12	Temporary Roadway	12.2 - Phase 002 (Remove Temporary Roadway)	1	LS	\$ 3,931.28	\$ 3,931.28	100.00%
34	Illumination System, Complete	34.1 - Demo	1	LS	\$ 2,050.25	\$ 2,050.25	100.00%
34	Illumination System, Complete	34.2 - Underground Conduit	1	LS	\$ 20,215.16	\$ 20,215.16	100.00%
34	Illumination System, Complete	34.3 - Wiring	1	LS	\$ 8,200.00	\$ 8,200.00	100.00%
34	Illumination System, Complete	34.4 - Junction Boxes	1	LS	\$ 8,650.00	\$ 8,650.00	100.00%
34	Illumination System, Complete	34.5 - Concrete Pole Bases	1	LS	\$ 10,250.00	\$ 10,250.00	100.00%
34	Illumination System, Complete	34.6 - Pole/Fixture Material	1	LS	\$ 37,550.00	\$ 37,550.00	100.00%
34	Illumination System, Complete	34.7 - Pole/Fixture Installation	1	LS	\$ 4,760.43	\$ 4,760.43	100.00%
36	Permanent Signing	36.1 - Bases	1	LS	\$ 8,905.25	\$ 8,905.25	100.00%
36	Permanent Signing	36.2 - Posts/Signs	1	LS	\$ 6,319.02	\$ 6,319.02	100.00%
37	Pavement Markings	37.1 - Removal/Temp Striping	1	LS	\$ 2,200.00	\$ 2,200.00	100.00%
37	Pavement Markings	37.2 - Permanent Markings	1	LS	\$ 5,410.72	\$ 5,410.72	100.00%
39	Mobilization	SCH B - 50% payment at 5% completion	1	LS	\$ 690.95	\$ 690.95	100.00%
39	Mobilization	SCH B - 100% payment at 10% completion	1	LS	\$ 690.95	\$ 690.95	100.00%
40	Project Temporary Traffic Control	100% Complete	1	LS	\$ 512.51	\$ 512.51	100.00%
41	Removal of Structures and Obstructions	100% Complete	1	LS	\$ 225.53	\$ 225.53	100.00%
50	Mobilization	SCH C - 50% payment at 5% completion	1	LS	\$ 345.48	\$ 345.48	100.00%
50	Mobilization	SCH C - 100% payment at 10% completion	1	LS	\$ 345.47	\$ 345.47	100.00%
51	Project Temporary Traffic Control	100% Complete	1	LS	\$ 512.51	\$ 512.51	100.00%
65	CO1 - Valleywide East Entrance Construction	100% Complete	1	LS	\$ 16,500.00	\$ 16,500.00	100.00%
66	CO2 - Backflow Preventor and Hose Bib Assembly, Complete	100% Complete	1	LS	\$ 5,807.08	\$ 5,807.08	100.00%
70	CO2 - Flagpole, Complete	100% Complete	1	LS	\$ 214,773.89	\$ 214,773.89	100.00%
72	CO2 - City Sign, Complete	100% Complete	1	LS	\$ 17,425.21	\$ 17,425.21	100.00%



CITY OF Grandview

PROJECT NAME: Wine Country Road and McCreadie Road Roundabout

HLA PROJECT NO.: 21250C, 22202C

PRIME CONTRACTOR: Culbert Construction

**FORCE ACCOUNT SUMMARY**

DATE	COST	ACCUM TOTAL	CONTRACTOR	DESCRIPTION
<b>BID ITEM 01 - MINOR CHANGE - SCH. A</b>				
6/9/23	\$695.38	\$695.38	Culbert	13+00, 33'RT to 14+00, 33' RT. Culbert crew located (unmarked & abandoned) 12" corrugated metal culvert pipe. Pipe was removed with excavator and crew used cut off saw to cut the pipe into manageable pieces.
6/13/23	\$2,708.16	\$3,403.54	Pro-Cut	Additional core drilling costs for vaults @ STA 14+00 RT.
6/23/23	\$4,000.00	\$7,403.54	Culbert	4+15, 25 LT - Catch basin #1, 2, and 3 and connection storm vault needed to be lowered due to fiber optic line. Extra excavation was needed to install storm vault under fiber optic line. Extra excavation was needed to install storm vault under fiber optic line.
7/11/23	\$247.45	\$7,650.98	Culbert	13+00, 55' RT - Jordan removed abandoned 6-inch gate valve, 5-feet of 6-inch PVC, and chunks of broken concrete pipe. Filled end of pipe with concrete.
7/14/23	\$704.37	\$8,355.35	Culbert	14+25, 45' RT, to 16+20, 40' RT - Culbert crew hauled native soil (previously removed from Ph. 1) to fill in low area between Valley Wide's landscape rock and new curb.
7/18/23	\$5,798.50	\$14,153.84	Culbert	11+60 to 12+90 and 13+07, 10 ft. LT to 14+00, 10 ft. LT, and 14+20 to 15+50. All curbs on Ph. 1 had potential to be damaged by traffic so they were covered with 4 layers of fabric. CSBC was used to cover fabric, curbs, and behind curbs in center island for big truck traffic.
8/21/23	\$3,158.55	\$17,312.39	Culbert	11+60 to 12+90 and 13+07, 10 ft. LT to 14+00, 10 ft. LT, and 14+20 to 15+50. All curbs on Ph. 1 had potential to be damaged by traffic so they were covered with 4 layers of fabric. CSBC was used to cover fabric, curbs, and behind curbs in center island for big truck traffic.
10/25/23	\$3,528.00	\$20,840.39	Stripe Rite	Install temporary roundabout signage including four signs and wood posts.
10/25/23	\$140.00	\$20,980.39	Stripe Rite	Additional Telespar post and base for Yield sign originally placed on a luminaire.
5/31/24	\$2,892.03	\$23,872.42	Sierra Electric	Replace electrical service panel to provide space for electrical circuits for the center island treatment.

DATE	COST	ACCUM TOTAL	CONTRACTOR	DESCRIPTION
<b>BID ITEM 21 - LANDSCAPE RESTORATION</b>				
8/2/23	\$ 1,474.18	\$1,474.18	Culbert	Irrigation Line - North of Wine Country Road - Installing Sprinklers and Line
8/9/23	\$ 46.42	\$1,520.60	Culbert	Repaired and replaced broken sprinkler head
<b>BID ITEM 38 - MINOR CHANGE - SCH. B</b>				
6/8/23	\$ 1,077.34	\$1,077.34	Culbert	14+40, 10' RT. Abandon 12" steel pipe cut out of the way so 12" sewer pipe could be installed. Cut pipe out and filled with CDF.
6/20/23	\$ 827.56	\$1,904.90	Culbert	12+50, 35'LT Culbert Crew located 2" steel pipe 6" T.O.P., Todd was called out to the site. Pipe was in direct conflict with 12" sewer main installation. After inspection Todd directed Culbert to cut out the pipe.
<b>BID ITEM 49 - MINOR CHANGE - SCH. C &amp; DESCRIPTION</b>				
6/23/23	\$ 70.58	\$70.58	Culbert	4+15, 25 LT - Catch basin #1, 2, and 3 and connection storm vault needed to be lowered due to fiber optic line. Extra excavation was needed to install storm vault under fiber optic line.
6/28/23	\$ 371.04	\$441.63	Culbert	4+45 - Billy and Cody exposed 16-inch water main so the City can install 16 x 1 inch tapping saddle to supply water to the center of the roundabouts.
6/29/23	\$ 970.25	\$1,411.88	Culbert	4+45 to 3+80 - Culbert crew is installing 1-inch PEX water pipe and connecting it to 16" x 1" tapping saddle and 16-inch water main at 4+45.



PROJECT NAME: Wine Country Road Roundabout and Utility Improvements

PROJECT NUMBER: 21250 and 22202

Date Work Physically Completed: June 7, 2024

Final Contract Amount: \$2,053,708.43

All work on the above referenced project has been completed in accordance with the contract documents and the final inspection has been completed, including all required project documentation.

I, the undersigned, certify and declare, under penalty of perjury under the laws of the State of Washington, that the foregoing is true and correct: I am authorized to sign for the claimant; that in connection with the work performed and, to the best of my knowledge, no loan, gratuity or gift in any form whatsoever has been extended to any employee of the City of Grandview; nor have I rented or purchased any equipment or materials from any employee of the City of Grandview; that the attached final estimate is a true and correct statement showing all the monies due the claimant from the City of Grandview for work performed and material furnished under this Contract; that I have carefully examined said final estimate and understand the same and; that I, on behalf of the claimant, hereby release and forever discharge the City of Grandview from any and all claims of whatsoever nature which I or the claimant may have, arising out of the performance of said Contract, which are not set forth in said final estimate.

The undersigned, authorized signatory for Culbert Construction, Inc., also hereby certifies that all subcontractors, suppliers, and employees have been paid in accordance with the Contract Documents and all applicable laws, except for Retainage, if any, remaining to be paid.

Contractor: Culbert Construction, Inc.

Address: 3905 E A Street  
Pasco, WA 99301

**Dan DeRousie**

Digitally signed by Dan DeRousie  
DN: cn=Dan DeRousie, o=Culbert  
Construction, Inc., ou,  
email=dan@culbertconstruction.com, c=US  
Date: 2024.06.19 15:56:22 -07'00'

Authorized Official: \_\_\_\_\_

Culbert Construction, Inc. Authorized Signature

Date: 06.19.2024

Print Name: Dan DeRousie

Title: Project Leader

**RESOLUTION NO. 2024-\_\_\_\_\_**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
ACCEPTING THE WINE COUNTRY ROAD ROUNDABOUT AND UTILITY  
IMPROVEMENTS AS COMPLETE**

**WHEREAS**, the City contracted with Culbert Construction, Inc., to perform work for the Wine Country Road Roundabout and Utility Improvements; and,

**WHEREAS**, the City's Public Works Director has determined that the work performed by Culbert Construction, Inc., American Rock Products on this project is complete and ready for final acceptance by the City Council,

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

The City of Grandview accepts the Wine Country Road Roundabout and Utility Improvements as complete and authorizes staff to release the retainage to Culbert Construction, Inc., once the conditions in the August 23, 2024 letter from HLA Engineering and Land Surveying, Inc., have been satisfied.

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

**MAYOR**

\_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

**CITY CLERK**

**APPROVED AS TO FORM:**

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

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

**ITEM TITLE**

Resolution accepting the bid for the Lower Yakima Valley Pathway Improvements and authorizing the Mayor to sign all contract documents with American Rock Products

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

**AGENDA DATE:** September 10, 2024

**DEPARTMENT**

Public Works Department

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

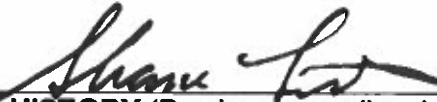
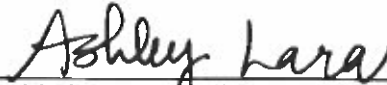
**DEPARTMENT DIRECTOR REVIEW**

Hector Mejia, Public Works Director



**CITY ADMINISTRATOR**

**MAYOR**

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

In February 2023, Yakima County Commissioners awarded \$600,000 of American Rescue Plan Act (ARPA) funding for improvements to the Lower Yakima Valley Pathway. Subsequently, a meeting was held between the City of Grandview, the City of Sunnyside, and the Lower Yakima Valley Pathway group where it was determined all entities would partner on the project, with the City of Grandview being the lead agency.

It is anticipated the project will include approximately 3.5 miles of pathway improvements, with portions being in the City of Sunnyside and City of Grandview, and approximately 2.63 miles being in Yakima County. Improvements will include vegetation removal, crack sealing, resurfacing of the pathway, and gravel shouldering along this highly traveled pedestrian pathway bordering the Yakima Valley Highway.

**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.

Bids for the Lower Yakima Valley Pathway Improvements were opened on September 4, 2024. A total of five (5) bids were received with American Rock Products of Yakima, Washington, submitting the low bid in the amount of \$569,000.00.

**ACTION PROPOSED**

Move resolution accepting the bid for the Lower Yakima Valley Pathway Improvements and authorizing the Mayor to sign all contract documents with American Rock Products to a regular Council meeting for consideration.

**Anita Palacios**

---

**From:** Jennifer Davis <jdavis@hlacivil.com>  
**Sent:** Wednesday, September 4, 2024 2:28 PM  
**To:** Hector Mejia  
**Cc:** Shane Fisher; Anita Palacios; Sue Desallier; Lillian Veliz; Raul Sanchez; stanbos11@gmail.com; Taylor Denny; Angie Ringer; Janell Buchanan  
**Subject:** 24062 -GV - Lower Yakima Valley Pathway Improvements - Recommendation of Award and Bid Summary  
**Attachments:** 2024-09-04 - 24062 - RecAward.pdf; 2024-09-04 - 24062 - Bid Summary.pdf

**CAUTION:** External Email

---

Good afternoon Hector,

Please see the attached Recommendation of Award and Bid Summary for the above referenced project.

If you have any questions or if we can provide additional information, please let us know.

Thank you,



**Jennifer Davis, Contract Administrator II**

**HLA Engineering and Land Surveying, Inc.**

2803 River Road, Yakima, WA 98902

Office: (509) 966-7000 | [jdavis@hlacivil.com](mailto:jdavis@hlacivil.com)

[www.hlacivil.com](http://www.hlacivil.com)

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September 4, 2024

City of Grandview  
207 West 2nd Street  
Grandview, WA 98930

Attn: Hector Mejia, Public Works Director

Re: City of Grandview  
Lower Yakima Valley Pathway Improvements  
HLA Project No.: 24062  
Recommendation of Award

Dear Hector:

The bid opening for the above referenced project was held at City of Grandview Council Chambers at 10:00 a.m. on Wednesday, September 4, 2024. A total of five (5) bids were received with the low bid of \$569,000.00, being offered by American Rock Products, of Yakima, WA. This low bid is approximately fifteen (15) percent below the Engineer's Estimate of \$665,800.00.

We have reviewed and checked the bid proposals of all bidders and recommend the City of Grandview award a construction contract to American Rock Products, in the amount of \$569,000.00. Please send us a copy of the City of Grandview Council meeting minutes authorizing award of this project.

Enclosed please find the project Bid Summary for your review. Please advise if we may answer any questions or provide additional information.

Very truly yours,

A handwritten signature in blue ink that reads "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: 2024.09.04 13:03:21-07'00'



Stephen S. Hazzard, PE

SSH/jld

Enclosures

Copy: Shane Fisher, Anita Palacios, Sue Desallier, Lillian Veliz – City of Grandview  
Taylor Denny, Angie Ringer, Janell Buchanan – HLA  
Raul Sanchez – City of Sunnyside  
Stan Bos – Lower Yakima Valley Pathway Group



BID SUMMARY										BIDDER NO. 1			BIDDER NO. 2			BIDDER NO. 3		
Owner: City of Grandview Project: Lower Yakima Valley Pathway Improvements HLA Project No.: 24062 Bid Opening Date: September 4, 2024										American Rock Products P.O. Box 9337 Yakima, WA 98909			Central Washington Asphalt, Inc. P.O. Box 939 Moses Lake, WA 98837			Granite Construction Company 80 Pond Road Yakima, WA 8901		
ITEM NO.	SCH.	DESCRIPTION	QTY.	UNIT	ENGINEER'S ESTIMATE		BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3							
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT						
1	A	Minor Change	1	FA	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00						
2	A	SPCC Plan	---	LS	\$ 500.00	\$ 500.00	\$ 457.00	\$ 457.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00						
3	A	Mobilization	---	LS	\$ 36,000.00	\$ 36,000.00	\$ 44,325.00	\$ 44,325.00	\$ 50,000.00	\$ 50,000.00	\$ 62,000.00	\$ 62,000.00						
4	A	Project Temporary Traffic Control	---	LS	\$ 22,500.00	\$ 22,500.00	\$ 25,276.00	\$ 25,276.00	\$ 33,500.00	\$ 33,500.00	\$ 34,750.00	\$ 34,750.00						
5	A	Unclassified Excavation Incl. Haul	100	CY	\$ 200.00	\$ 20,000.00	\$ 111.72	\$ 11,172.00	\$ 260.00	\$ 26,000.00	\$ 215.00	\$ 21,500.00						
6	A	Crushed Surfacing Top Course	780	TON	\$ 75.00	\$ 58,500.00	\$ 55.40	\$ 43,212.00	\$ 88.00	\$ 68,640.00	\$ 55.00	\$ 42,900.00						
7	A	Crack Sealing	3,870	LF	\$ 4.00	\$ 15,480.00	\$ 3.00	\$ 11,610.00	\$ 5.20	\$ 20,124.00	\$ 2.65	\$ 10,255.50						
8	A	Soil Residual Herbicide	4,250	LF	\$ 0.50	\$ 2,125.00	\$ 0.22	\$ 935.00	\$ 0.30	\$ 1,275.00	\$ 0.65	\$ 2,762.50						
9	A	HMA Cl. 3/8-Inch PG 64S-28	2,410	TON	\$ 175.00	\$ 421,750.00	\$ 142.50	\$ 343,425.00	\$ 130.00	\$ 313,300.00	\$ 172.00	\$ 414,520.00						
10	A	Adjust Manhole	1	EA	\$ 1,200.00	\$ 1,200.00	\$ 730.00	\$ 730.00	\$ 625.00	\$ 625.00	\$ 250.00	\$ 250.00						
11	A	Erosion Control and Water Pollution Prevention	---	LS	\$ 2,500.00	\$ 2,500.00	\$ 3,600.00	\$ 3,600.00	\$ 3,000.00	\$ 3,000.00	\$ 5,500.00	\$ 5,500.00						
12	A	Landscape Restoration	1	FA	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00						
13	A	Cement Conc. Curb Ramp	3	EA	\$ 3,000.00	\$ 9,000.00	\$ 3,074.00	\$ 9,222.00	\$ 1,750.00	\$ 5,250.00	\$ 3,000.00	\$ 9,000.00						
14	B	Minor Change	1	FA	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00						
15	B	Mobilization	---	LS	\$ 4,000.00	\$ 4,000.00	\$ 11,374.00	\$ 11,374.00	\$ 500.00	\$ 500.00	\$ 10,000.00	\$ 10,000.00						
16	B	Project Temporary Traffic Control	---	LS	\$ 2,500.00	\$ 2,500.00	\$ 3,349.00	\$ 3,349.00	\$ 3,600.00	\$ 3,600.00	\$ 8,000.00	\$ 8,000.00						
17	B	Crushed Surfacing Top Course	80	TON	\$ 75.00	\$ 6,000.00	\$ 73.00	\$ 5,840.00	\$ 88.00	\$ 7,040.00	\$ 75.00	\$ 6,000.00						
18	B	Crack Sealing	230	LF	\$ 4.00	\$ 920.00	\$ 3.00	\$ 690.00	\$ 5.20	\$ 1,196.00	\$ 2.65	\$ 609.50						
19	B	Soil Residual Herbicide	250	LF	\$ 0.50	\$ 125.00	\$ 0.22	\$ 55.00	\$ 0.30	\$ 75.00	\$ 0.65	\$ 162.50						
20	B	HMA Cl. 3/8-Inch PG 64S-28	240	TON	\$ 175.00	\$ 42,000.00	\$ 140.00	\$ 33,600.00	\$ 130.00	\$ 31,200.00	\$ 192.00	\$ 46,080.00						
21	B	Adjust Manhole	1	EA	\$ 1,200.00	\$ 1,200.00	\$ 628.00	\$ 628.00	\$ 625.00	\$ 625.00	\$ 250.00	\$ 250.00						
					SCHEDULE A - TOTAL		\$ 607,055.00	\$ 511,464.00	\$ 540,214.00	\$ 621,438.00								
					SCHEDULE B - TOTAL		\$ 58,745.00	\$ 57,536.00	\$ 46,236.00	\$ 73,102.00								
					BID TOTAL		\$ 665,800.00	\$ 569,000.00	\$ 586,450.00	\$ 694,540.00								
ENGINEER'S REPORT																		
Competitive bids were opened September 4, 2024. All bids have been reviewed by this office. We recommend the contract be awarded to: American Rock Products.																		
 Project Engineer Date																		
 HLA Engineering and Land Surveying, Inc. 2015 S. 1st St., Suite 100 Grandview, WA 98930 Phone: 509.684.1212																		
*Bid results can be found at: hla civil.com																		

\*Highlighted amounts have been corrected.

**RESOLUTION NO. 2024-\_\_**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
ACCEPTING THE BID FOR THE LOWER YAKIMA VALLEY PATHWAY  
IMPROVEMENTS AND AUTHORIZING THE MAYOR TO SIGN ALL CONTRACT  
DOCUMENTS WITH AMERICAN ROCK PRODUCTS**

**WHEREAS**, the City of Grandview has advertised for bids for the Lower Yakima Valley Pathway Improvements; and,

**WHEREAS**, American Rock Products of Yakima, Washington, has submitted the lowest responsible bid, which bid has been accepted;

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

The Mayor is hereby authorized to sign all contract documents with American Rock Products for the Lower Yakima Valley Pathway Improvements in the amount of \$569,000.00.

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

**MAYOR**

\_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

**CITY CLERK**

**APPROVED AS TO FORM:**

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

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

**ITEM TITLE**

Ordinance regarding a Supporting Investments in Economic Diversification (SIED) Contract with Yakima County and the City of Grandview for the Northwest Grandview Utility and Roadway Improvements; authorizing the Mayor to execute all documents necessary to implement the contract and receive and expend all monies received under the contract for the project; and creating project Fund 350 – Northwest Grandview Utility and Roadway Improvements and authorizing the City Treasurer to make interfund loans to support cash flow to Fund 350

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

**AGENDA DATE:** September 10, 2024

**DEPARTMENT**

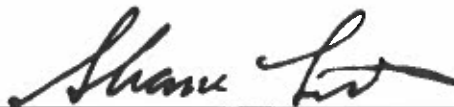
Public Works Department

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

N/A

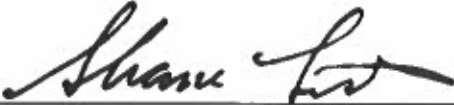
**DEPARTMENT HEAD REVIEW**

Shane Fisher, City Administrator



**CITY ADMINISTRATOR**

**MAYOR**




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

To improve the economic vitality of the County, the Yakima County Supporting Investments in Economic Development (SIED) Board is authorized to make grants and loans to political subdivisions to fund projects that support tangible or potential investments in public infrastructure.

The City determined that there was significant potential for private development, growth, and job creation within Grandview City limits along Wine Country Road, Higgins Way and Bethany Road. The City submitted an application to the Yakima County SIED Board for a grant/loan of up to \$2,000,000 to construct and extend domestic water, sanitary sewer and public roadway improvements to approximately 44 acres of land zoned as general commercial and industrial. The responsibility of repayment of funds will be the City and the private developer.

**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.

The City was awarded a half grant and half loan in the amount of \$2,000,000.00 from the Yakima County Supporting Investments in Economic Diversification (SIED) Fund for the Northwest Grandview Utility and Roadway Improvements.

Please note Exhibit A is not attached to the SIED Contract at this time. Exhibit A is the debt service schedule that is not completed until both parties sign. This is because interest is calculated on the date the County

Commissioners sign the agreement, as they sign last. It saves the City interest because if the County calculated the debt schedule now, the City would be paying interest from the date the County Treasurer calculates the schedule. Therefore, knowing the date the agreement becomes effective (date both parties sign), the interest rate (6.37%) and terms of payment (ten payments with the first payment June 1, 2027 and last payment June 1, 2036) provides everything necessary in the agreement to calculate Exhibit A.

As all other requirements for Exhibit A are now in the agreement except the date signed, waiting to attach Exhibit A only benefits the City.

Following the execution of the SIED Contract by the County and the City and the completion of the debt service schedule, a repayment agreement will be prepared for execution by the City and the private developer to repay the \$1,000,000.00 portion of the SIED loan.

---

**ACTION PROPOSED**

Move an ordinance regarding a Supporting Investments in Economic Diversification (SIED) Contract with Yakima County and the City of Grandview for the Northwest Grandview Utility and Roadway Improvements; authorizing the Mayor to execute all documents necessary to implement the contract and receive and expend all monies received under the contract for the project; and creating project Fund 350 – Northwest Grandview Utility and Roadway Improvements and authorizing the City Treasurer to make interfund loans to support cash flow to Fund 350 to the September 10, 2024 regular Council meeting for consideration.

**ORDINANCE NO. 2024-\_\_\_\_**

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,  
REGARDING A SUPPORTING INVESTMENTS IN ECONOMIC DIVERSIFICATION  
CONTRACT WITH YAKIMA COUNTY AND THE CITY OF GRANDVIEW FOR  
THE NORTHWEST GRANDVIEW UTILITY AND ROADWAY IMPROVEMENTS;  
AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY TO  
IMPLEMENT THE AGREEMENT AND RECEIVE AND EXPEND ALL MONIES  
RECEIVED UNDER THE AGREEMENT FOR THE PROJECT; AND CREATING  
PROJECT FUND 350 – NORTHWEST GRANDVIEW UTILITY AND ROADWAY  
IMPROVEMENTS AUTHORIZING THE CITY TREASURER TO MAKE INTERFUND  
LOANS TO SUPPORT CASH FLOW TO FUND 350**

**WHEREAS**, sales and use taxes are collected in and for the County under authority of RCW 82.14.370 and Yakima County Code 3.10.010 for the purpose of financing public facilities in the County, and the proceeds are deposited in the Yakima County Infrastructure Fund (also referred to as SIED Fund), according to YCC 3.10.040; and

**WHEREAS**, the City proposes to construct a project with a combination of City, private, and County funds, including \$2,000,000.00 from the SIED Fund, \$1,000,000.00 to be in the form of a loan, and \$1,000,000.00 to be in the form of a grant, and thereafter to own and operate the Project for the benefit of the City and the County; and

**WHEREAS**, RCW 82.14.370 was adopted to serve the goals of promoting business in rural distressed areas, providing family wage jobs and the development of communities of excellence in such areas, and the parties expect the Project to further these goals; and

**WHEREAS**, RCW 43.160.020 was adopted and amended for related purposes with those of RCW 82.14.370, to define public facilities to include various buildings, structures and works, such as the City's project; and

**WHEREAS**, the County, under authority of RCW 36.01.085, and by agreement of February 19, 1999, has engaged the Yakima County Development Association, also known as New Vision, to provide administrative and technical assistance in furtherance of the County's economic development; and

**WHEREAS**, the County has also created the SIED Board to review applications for grants from the SIED Fund and make recommendations for SIED Fund investments based on commitment of other funds, potential for resulting job creation, and other factors; and

**WHEREAS**, New Vision has investigated the Project and assisted in preparing the pending application for SIED funds, and the SIED Board has reviewed the application for SIED funds and has recommended approval; and

**WHEREAS**, the SIED Fund balance is sufficient to make the requested contribution to the Project; and

**WHEREAS**, RCW 39.34 authorizes interlocal agreements whereby municipal governments may jointly exercise the powers granted to each; and

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

**SECTION 1:** The recitals set forth above are hereby incorporated herein.

**SECTION 2:** The Mayor or the appropriate City official are authorized to execute all documents necessary to execute and implement the Supporting Investments in Economic Diversification, SIED, Contract with Yakima County (Agreement) and are further authorized to receive and expend all monies received under the Agreement for the Project.

**SECTION 3:** Fund 350 – Northwest Grandview Utility and Roadway Improvements is hereby established to track revenue and expenditures for the Project and that fund shall be budgeted in the City's 2025 Budget.

**SECTION 4:** The City Treasurer, or designee, is authorized to make interfund loans from an appropriate City Fund to Fund 350 – Northwest Grandview Utility and Roadway Improvements, in the minimum amount necessary to cover any cash flow shortage in Fund 350, caused by the Agreement. These loans shall be repaid as soon as funding is available to cover the cash flow shortage. All terms required by the State BARS manual shall be incorporated into the loan document, including interest, if applicable.

**SECTION 5:** The provisions of this ordinance are hereby declared to be severable. If any section, subsection, sentence, clause, or phrase of this ordinance or its application to any person or circumstance is for any reason held to be invalid or unconstitutional, the remainder of this ordinance shall not as a result of said section, subsection, sentence, clause, or phrase be held unconstitutional or invalid.

**SECTION 6:** This ordinance shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

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

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

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

**YAKIMA COUNTY  
and  
CITY OF GRANDVIEW  
(Northwest Grandview Utility and Roadway Improvements)**

**1. PARTIES**

This Supporting Investments in Economic Diversification (hereinafter referred to as SIED) Contract is made by and between Yakima County (hereinafter referred to as **the County**) whose address is 128 North Second Street, County Courthouse, Room 102, Yakima, Washington 98901, and **the City of Grandview** (hereinafter referred to as **the City**) whose address is 207 West Second Street, Grandview, Washington 98930. Notices between the parties shall be made where and as provided for on Page 7, Section 22, NOTICES.

**2. TERM**

This Contract takes effect upon execution hereof by the authorized representatives of both parties and continues in effect until all payments required under Section 5, MUTUAL CONSIDERATION, Subsection B. REPAYMENT OF COUNTY LOAN, have been made or until terminated as provided for in Section 8, SUSPENSION, TERMINATION, AND CLOSEOUT, provided, the County's right under Section 5, MUTUAL CONSIDERATION, Subsection D. OWNERSHIP AND USE, to use the Project shall continue so long as the Project remains in use.

**3. PURPOSE**

The purpose of this Contract is to provide for the construction of certain infrastructure improvements (hereinafter referred to as **the Project**) using certain County funds designated for such infrastructure. The Project will construct and extend domestic water, sanitary sewer, and public roadway improvements to approximately 44 acres of land zoned as general commercial and industrial, along Wine Country Road, Higgins Way, and Bethany Road. The improvements will support a Ready to Move manufactured home production plan and sales office, along with future development of the area served by these improvements.

**4. RECITALS**

- A. The Parties make this Contract based on and in recognition of certain relevant facts and circumstances including:
- B. Sales and use taxes are collected in and for the County under authority of RCW 82.14.370 and Yakima County Code 3.10.010 for the purpose of financing public facilities in the County, and the proceeds are deposited in the Yakima County Infrastructure Fund (also referred to as SIED Fund), according to YCC 3.10.040.
- C. The City proposes to construct the Project with a combination of City, private, and County funds, including **\$2,000,000.00 from the SIED Fund, \$1,000,000.00 to be in the form of a loan, and \$1,000,000.00 to be in the form of a grant**, and thereafter to



own and operate the Project for the benefit of the City and the County.

- D. RCW 82.14.370 was adopted to serve the goals of promoting business in rural distressed areas, providing family wage jobs and the development of communities of excellence in such areas, and the parties expect the Project to further these goals.
- E. RCW 43.160 and 43.160.020 adopted and amended for related purposes with those of RCW 82.14.370, define public facilities to include various buildings, structures and works, such as the Project.
- F. The County, under authority of RCW 36.01.085, and by agreement of February 19, 1999, has engaged the Yakima County Development Association, also known as New Vision, to provide administrative and technical assistance in furtherance of the County's economic development.
- G. The County has also created the SIED Board to review applications for grants from the SIED Fund and make recommendations for SIED Fund investments based on commitment of other funds, potential for resulting job creation, and other factors.
- H. New Vision has investigated the Project and assisted in preparing the pending application for SIED funds, and the SIED Board has reviewed the application for SIED funds and has recommended approval.
- I. The SIED Fund balance is sufficient to make the requested contribution to the Project.
- J. RCW 39.34 authorizes interlocal agreements whereby municipal governments may jointly exercise the powers granted to each.

## 5. MUTUAL CONSIDERATION

- A. **COUNTY LOAN**—The County shall *loan* **One Million Dollars and Zero Cents (\$1,000,000.00)** for the Project described herein. **This loan amount shall be drawn on the SIED Fund by County warrant, payable to the City, upon the next Yakima County Auditor's warrant issue.**
- B. **REPAYMENT OF COUNTY LOAN**—The City shall *repay* the County's loan of **One Million Dollars and Zero Cents (\$1,000,000.00)** with interest on unpaid principal, at an annual per annum rate of **6.37%**, which is the Yakima County Interfund Loan Rate. Interest shall accrue from the date this contract is approved by the County.

**Repayment of principal and interest shall be made in ten annual installments. The first payment shall be due on June 1, 2027, and annual payments thereafter shall be due on June 1 of each year with the final payment nevertheless due on June 1, 2036; Provided however, that the final installment may be in such greater or lesser amount as shall be required for full amortization of the repayment amount.**

**Payment shall be by check payable to Yakima County Infrastructure Fund and delivered to Yakima County Treasurer, Yakima County Courthouse, Room 115, 128 North 2nd Street, Yakima, WA 98901. The City obligation hereunder shall be a limited general obligation of the City, payable from any legally available source of funds.**

Exhibit A attached hereto and incorporated herein reflects the Debt Service Schedule as noted.

**In the event of payment by the City of any one or more installments, or of the entire loan balance, before the date prescribed in Exhibit A, interest shall accrue on such installment(s) or balance until, but not beyond, the June 1 next succeeding the date of such payment(s). If more than one installment is paid during any repayment year, then the repayment period recited above shall be correspondingly shortened and the scheduled of payments reflected in Exhibit A shall be correspondingly advanced.**

- C. **COUNTY GRANT**—The County shall *grant* One Million Dollars and Zero Cents (\$1,000,000.00) to the City for the Project described herein. This grant shall be by County warrant drawn on the SIED Fund and payable to the City within 30 days of the County's receipt of a signed copy of the Project engineer's certificate that 50 percent of the work on the Project has been completed and the City's invoice for said grant.

**The Project must be at least 50 percent completed three years from the date this contract is approved by the County. If the project is not at least 50 percent complete by this date, the grant portion of this agreement will be terminated and the City will not receive the grant in the amount of One Million Dollars and Zero Cents (\$1,000,000.00).**

**The above contract provision is specifically bargained for by the County and the City agrees to it. The County shall have the unilateral power to determine if the project is fifty (50) percent complete by the three (3) year period from execution. The parties agree that in the event that this contract term is invoked by the County that it will hold the County harmless and release the County from any and all claimed actual and/or consequential damages that may result from the County's decision to withhold the Grant funds if the City does not meet the fifty percent building requirement.**

- D. **OWNERSHIP AND USE**—The City shall construct, own, maintain, and operate the Project as a part of its public infrastructure for economic development, available for use by manufacturing and industrial concerns proximate to the Project. The City shall also permit the use of the Project by the County and its departments on like terms with other users, at such time as the Board of Yakima County Commissioners may deem expedient. For purposes of this paragraph, ownership, maintenance, and operation of the Project or any portion thereof by another municipality, under any conveyance or dedication, which is subject to and preserves the County's right of use, shall be deemed ownership, maintenance, and operation by the City.

## 6. RECORDS, REPORTS AND AUDITS

The City agrees to maintain such records, make such reports, and follow such procedures as may be required by the County, pertaining to this Contract. All records pertaining to this

Contract and work undertaken hereunder shall be retained by the City for a period of seven years after final audit unless a longer period is required to resolve audit findings or litigation. The County and other authorized representatives of the State and Federal government shall have access to any books, documents, papers, and records of the City, which pertain to this Contract or work undertaken hereunder for the purpose of making audit, examination, excerpts, and transcriptions.

**7. RELATIONSHIP OF PARTIES AND AGENTS**

- A. The relationship of the City to the County, with regard to construction of the Project, shall be that of an independent contractor rendering professional services. The City shall have no authority to execute contracts or to make commitments on behalf of the County and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the County and the City.
- B. The City represents that it has or will secure at its own expense all personnel, contractors, and/or subcontractors required in order to perform work under this Contract. Such personnel shall not be employees of the County. All such personnel, contractors, and/or subcontractors shall be fully qualified and authorized/permitted under State and/or local law to perform such services.
- C. All services required hereunder will be performed by the City or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State or local law to perform such services.

**8. SUSPENSION, TERMINATION, AND CLOSEOUT**

- A. If the City fails to comply with the terms and conditions of this Contract, the County may pursue such remedies as are legally available, including, but not limited to, the suspension or termination of this Contract in the manner specified herein:
- B. **SUSPENSION**—If the City fails to comply with terms and conditions of this Contract, or whenever the City is unable to substantiate full compliance with provisions of this Contract, the County may suspend this Contract pending corrective action or investigation, effective not less than seven days following written notification to the City or its authorized representative. The suspension will remain in full force and effect until the City has taken corrective action to the satisfaction of the County and is able to substantiate its full compliance with the terms and conditions of this Contract. No obligations incurred by the City or its authorized representative during the period of suspension will be allowable under this Contract, except:
  - I. Reasonable, proper, and otherwise allowable costs which the City could not avoid during the period of suspension;
  - II. Otherwise, allowable costs incurred during the period of suspension, if upon investigation, the County is satisfied of the City’s compliance with the terms and conditions of this Contract to the extent of the compensation claimed by the City.

- C. **TERMINATION FOR CAUSE**—If the City fails to comply with the terms and conditions of this Contract and any of the following conditions exist:
- I. The lack of compliance with the provisions of this Contract were of such scope and nature that the County deems continuation of this Contract to be substantially detrimental to the interests of the County;
  - II. The City has failed to take satisfactory action as directed by the County or its authorized representative within the time period specified by same;
  - III. The City has failed within the time specified by the County or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this Contract; then,
  - IV. The County may terminate this Contract in whole or in part, and thereupon shall notify the City of termination, the reasons therefore, and the effective date, provided such effective date shall not be prior to notification of the City. After this effective date, no charges incurred under any terminated portions outlined in the application for funding are allowable.
- D. **TERMINATION FOR OTHER GROUNDS**—This Contract may also be terminated in whole or in part by mutual consent and written agreement setting forth the conditions of termination, including effective date and, in case of termination in part, that portion to be terminated.

**9. COPYRIGHT RESTRICTION**

No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the City.

**10. COMPLIANCE WITH LAWS**

The County and the City shall comply with all applicable laws, ordinances, and codes of the Federal, State, and local governments with regard to the performance of this Contract.

**11. TITLE VI OF THE CIVIL RIGHT ACT OF 1964**

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, creed, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

**12. SECTION 109—HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**

No person in the United States shall on the grounds of race, color, creed, religion, sex, or national origin be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

**13. AGE DISCRIMINATION ACT OF 1975 (As Amended)**

No person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving Federal funding assistance (42 U.S.C. 610 et. seq.)

**14. SECTION 504 OF THE REHABILITATION ACT OF 1973 (As Amended)**

No otherwise qualified individual shall, solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal funds (29 U.S.C. 794).

**15. INTEREST OF AGENTS AND OFFICERS OF THE COUNTY AND THE CITY**

No member of the governing body of either party and no other officer, employee, or agent of either party who exercises any functions or responsibilities in connection with the planning or carrying out of the Project shall have any personal financial interest, direct or indirect, in this Contract.

**16. HOLD HARMLESS AND INDEMNITY**

The City shall indemnify and hold harmless the County, its officers, agents, and employees, from all liability, loss or damage, including costs of defense they may suffer as a result of claims, demands, actions costs, or judgments which result from the activities to be performed by the City, its agents, employees, or subcontractors pursuant to this Contract.

**17. PUBLIC LIABILITY**

The City or its contractor(s) shall maintain for the duration of work under this Contract, issued on an occurrence basis, comprehensive liability insurance with a combined single limit of not less than five million dollars (\$5,000,000.00) from a company authorized to provide insurance in the State of Washington. Said policies shall provide that the policy shall not be canceled or altered by any party without written notice to Yakima County, delivered not less than 30 days prior to such cancellation or alteration. Applicant certifies that comprehensive liability insurance with a combined single limit of not less than \$5,000,000.00 is in effect.

**18. ASSIGNABILITY**

The City shall not assign any interest in this Contract and shall not transfer any interest in this Contract (whether by assignment or novation) without prior written consent of the County thereto, provided, however, that claims for money by the City from the County under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the County by the City.

**19. NON-WAIVER**

The failure of either party to insist upon strict performance of any provision of this Contract or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Contract.

**20. CONTRACT MODIFICATIONS**

It is mutually agreed and understood that no modification or waiver of any clause or condition of this Contract is binding upon either party unless such modification or waiver is in writing and executed by the County and the City.

**21. SEVERABILITY**

If any portion of this Contract is changed per mutual contract or any portion is held invalid, the remainder of this Contract shall remain in full force and effect.

**22. NOTICES**

A. Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties to their addresses as follows:

**TO CITY:** Shane Fisher  
City Administrator  
207 West Second Street  
Grandview, WA 98930

**TO COUNTY:** Craig Warner, Financial Services Director  
128 North Second Street, Room 232  
Yakima, WA 98901

or to such other addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

**23. INTEGRATION**

This Contract contains all terms and conditions agreed to by the County and the City. There are no other oral or written agreements between the City and County as to the subjects contained herein. No changes or additions to this Contract shall be valid or binding upon either party unless such change or addition be in writing and executed by both parties.

**24. GOVERNING LAW AND VENUE**

All questions of the validity, construction, and application of this Contract shall be governed by the laws of the State of Washington. Venue for any suit between the parties arising out of this Contract shall be the Superior Court of Yakima County, Washington.

**25. FILING**

Upon execution by the authorized representatives of the parties, a copy of this Contract shall be promptly filed with the Yakima County Auditor pursuant to RCW 39.34.040.

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IN WITNESS WHEREOF, the County and the City have executed this Contract as of the date and year last written below.

**CITY OF GRANDVIEW**

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Ashley Lara, Mayor

\_\_\_\_\_  
Amanda McKinney, Chair

**Approved as to Form:**

\_\_\_\_\_  
Kyle Curtis, Commissioner

\_\_\_\_\_  
Quinn Plant, City Attorney

\_\_\_\_\_  
LaDon Linde, Commissioner

**Approved as to Form:**

**Attest:**

\_\_\_\_\_  
Dan Clark, Deputy Prosecuting Attorney

\_\_\_\_\_  
Anita Palacios, City Clerk

**CONTRACT AUTHORIZATION**

**Attest:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Julie Lawrence, Clerk of the Board

\_\_\_\_\_  
Date



## MEMORANDUM TO CITY COUNCIL

**TO:** City Council

**FROM:** Quinn N. Plant, Menke Jackson Beyer, LLP

**SUBJECT:** Budgeting for Indigent Defense Costs

**DATE:** September 3, 2024

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The City is required to provide an attorney for people prosecuted by the City whom cannot afford an attorney, commonly referred to as "indigent defense."

Since 2012, the City has contracted with the law firm of Beck and Phillips, PLLC, for indigent defense services. The contract has contemplated that Beck and Phillips will handle up to 350 cases per year for the City. Since 2021, Beck and Phillips have handled between 250 and 300 cases per year. The compensation provided to Beck and Phillips has increased at roughly 10 percent per year since 2012, from \$69,000 in 2015, to \$107,470 in 2024. The current contract expires at the end of 2024, and negotiations over a successor contract are ongoing.

Recent developments at the state level have consequences for indigent defense services.

In March 2024, the Washington Supreme Court published mandatory standards limiting the number of cases attorneys doing criminal defense work may handle in a given year. The standards are complicated, but can be summarized as containing the following limitations:

- Starting 7/2/2025, an attorney may handle no more than **280** misdemeanor cases per year;
- Starting 7/2/2026, an attorney may handle no more than **225** misdemeanor cases per year;
- Starting 7/2/2027, an attorney may handle no more than **120** misdemeanor cases per year.

The main implication of this development is that starting in mid-2026, Beck and Phillips will no longer be able to provide defense services for the City commensurate with the historical number of prosecutions. The City can respond by (1) hiring additional indigent defense counsel, and/or (2) reducing the number of cases it is prosecuting.

The standards will also have the effect of increasing the cost of indigent defense services, and will require decisions from City Council. First, the City Council should anticipate that the cost of providing indigent services will increase and should budget accordingly. Second, City staff will need direction on whether to begin exploring how to reduce the number of cases that are prosecuted by the City. This could include, for example, implementing a pre-trial diversion program. If City Council wishes the City to maintain the current level of prosecutions, it may be appropriate to begin searching for additional indigent defense counsel. It has been the experience of staff that it is difficult to locate attorneys willing to do this work.