

**GRANDVIEW CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY, SEPTEMBER 24, 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

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- 1. CALL TO ORDER & ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE – Ezra Jimenez, 1st grade at Harriet Thompson Elementary School**
- 3. APPROVE AGENDA**
- 4. PRESENTATIONS**
- 5. PUBLIC COMMENT – *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 September 10, 2024 Committee-of-the-Whole meeting 1-6
 - B. Minutes of the September 10, 2024 Council meeting 7-11
 - C. Payroll Check Nos. 14080-14094 in the amount of \$103,865.46
 - D. Payroll Electronic Fund Transfers (EFT) Nos. 61419-61423 in the amount of \$96,745.68
 - E. Payroll Direct Deposit 09/01/24-09/15/24 in the amount \$144,071.89
 - F. Claim Check Nos. 129716-129810 in the amount of \$1,051,286.83
- 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. Ordinance No. 2024-14 amending the City of Grandview 2024 Non-Union Salary Schedule to include the salary for the Deputy Fire Chief position 12-13
 - B. Ordinance No. 2024-15 amending the 2024 Annual Budget 14-15
 - C. Resolution No. 2024-53 approving Task Order No. 2024-07 with HLA Engineering and Land Surveying, Inc., for the Northwest Grandview Infrastructure Improvements 16-21

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- D. Resolution No. 2024-54 authorizing the Mayor to sign a Letter of Understanding between the City of Grandview and Destination Development Association of Roger Brooks International, Inc., for a Destination Assessment of Grandview, Washington

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- 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, September 24, 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/85629030598?pwd=plT1PrLGG3kuXzefMysrhN2vcVSR6.1>

To join via phone: +1 253 215 8782

Meeting ID: 856 2903 0598

Passcode: 897000

**GRANDVIEW CITY COUNCIL
COMMITTEE-OF-THE-WHOLE MEETING MINUTES
SEPTEMBER 10, 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 Laura Flores, Bill Moore (Mayor Pro Tem), Robert Ozuna and Joan Souders

Present via teleconference: Councilmember Steve Barrientes

Absent: Councilmembers David Diaz and Javier Rodriguez

Staff present: City Administrator Shane Fisher, City Attorney Quinn Plant, Fire Chief Pat Mason, Public Works Director Hector Mejia, Library Director Wendy Poteet and City Clerk Anita Palacios

3. PUBLIC COMMENT – None

4. NEW BUSINESS

A. Community/Destination Assessment – Roger Brooks w/Destination Development Association

Roger Brooks with Destination Development Association provided a presentation regarding a community/destination assessment for the City of Grandview.

Discussion took place.

On motion by Councilmember Souders, second by Councilmember Moore, the C.O.W. directed the City Administrator to negotiate a contract with Destination Development Association for a community/destination assessment.

Vote:

- Councilmember Barrientes – Yes
- Councilmember Flores – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Souders – Yes

B. Ordinance amending the City of Grandview 2024 Non-Union Salary Schedule to include the salary for the Deputy Fire Chief position

Fire Chief Mason explained that 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. A proposed ordinance amending the 2024 Non-Union Salary Schedule to include the salary for the Deputy Fire Chief position was presented for consideration.

Discussion took place.

On motion by Councilmember Moore, second by Councilmember Souders, the C.O.W. moved an ordinance amending the City of Grandview 2024 Non-Union Salary Schedule to include the salary for the Deputy Fire Chief position to the September 24, 2024 regular Council meeting for consideration.

Vote:

- Councilmember Barrientes – Yes
- Councilmember Flores – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Souders – Yes

C. Resolution accepting the Wine Country Road Roundabout and Utility Improvements as complete

Public Works Director Mejia explained that Culbert Construction, Inc., completed the construction of the Wine Country Road Roundabout and Utility Improvements. Staff recommended Council accept the project as complete once the requirements in the August 23, 2024 letter from HLA Engineering and Land Surveying, Inc., were satisfied.

Discussion took place.

On motion by Councilmember Ozuna, second by Councilmember Flores, the C.O.W. moved a resolution accepting the Wine Country Road Roundabout and Utility Improvements as complete to the September 10, 2024 regular Council meeting for consideration.

Vote:

- Councilmember Barrientes – Yes
- Councilmember Flores – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Souders – Yes

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

Public Works Director Mejia explained that 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 was anticipated the project would 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 would include vegetation removal, crack sealing, resurfacing of the pathway, and gravel shouldering along this highly traveled pedestrian pathway bordering the Yakima Valley Highway. 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. Staff recommended Council accept the low bid from American Rock Products.

Discussion took place.

On motion by Councilmember Souders, second by Councilmember Moore, the C.O.W. moved a 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 the September 10, 2024 regular Council meeting for consideration.

Vote:

- Councilmember Barrientes – Yes
- Councilmember Flores – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Souders – Yes

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

City Administrator Fisher explained that to improve the economic vitality of the County, the Yakima County Supporting Investments in Economic Development (SIED) Board was 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 would be the City and the private developer.

The City was awarded a half grant and half loan in the amount of \$2,000,000 from the Yakima County Supporting Investments in Economic Diversification (SIED) Fund for the Northwest Grandview Utility and Roadway Improvements. It was noted that Exhibit A was not attached to the SIED Contract at this time. Exhibit A was the debt service schedule that would not be completed until both parties sign. This was because interest was 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 were 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 would be prepared for execution by the City and the private developer to repay the \$1,000,000 portion of the SIED loan.

Discussion took place.

On motion by Councilmember Moore, second by Councilmember Souders, the C.O.W. moved 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.

Vote:

- Councilmember Barrientes – Yes
- Councilmember Flores – Yes
- Councilmember Moore – Recused SIED Boardmember
- Councilmember Ozuna – Yes
- Councilmember Souders – Yes

F. Budgeting for Indigent Defense Costs

City Attorney Plant explained that the City was 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 would 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 were 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 were complicated, but could 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 was that starting in mid-2026, Beck and Phillips would no longer be able to provide defense services for the City commensurate with the historical number of prosecutions. The City could respond by (1) hiring additional indigent defense counsel, and/or (2) reducing the number of cases it was prosecuting. The standards would also have the effect of increasing the cost of indigent defense services, and would require decisions from City Council. First, the City Council should anticipate that the cost of providing indigent services would increase and should budget accordingly. Second, City staff would need direction on whether to begin exploring how to reduce the number of cases that were prosecuted by the City. This could include, for example, implementing a pre-trial diversion program. If City Council wished 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 was difficult to locate attorneys willing to do this work.

Discussion took place. No action was taken.

5. CITY ADMINISTRATOR AND/OR STAFF REPORTS

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

- Mike Bren Memorial Park Restroom Project
- Emergency Sewer Main Replacement Project

6. MAYOR & COUNCILMEMBER REPORTS

Election Information – Councilmember Souders reported that the Yakima County Election Department would be holding a voter informational meeting on October 9, 2024 at the Grandview Library.

YVCOG General Membership Meeting – Councilmember Moore reported that the YVCOG General Membership meeting would be held on September 18, 2024 at the Grandview Community Center.

7. ADJOURNMENT

On motion by Councilmember Moore, second by Councilmember Souders, the C.O.W.

meeting adjourned at 6:50 p.m.

Mayor Ashley Lara

Anita Palacios, City Clerk

**GRANDVIEW CITY COUNCIL
REGULAR MEETING MINUTES
SEPTEMBER 10, 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 Laura Flores, Bill Moore (Mayor Pro Tem), Robert Ozuna, and Joan Souders

Present via teleconference: Councilmember Steve Barrientes

Absent: Councilmembers David Diaz and Javier Rodriguez

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

Vote:

- Councilmember Barrientes – Yes
- Councilmember Flores – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Souders – Yes

Staff present: City Administrator Shane Fisher, City Attorney Quinn Plant, Public Works Director Mejia, Library Director Wendy Poteet 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 Ozuna, Council approved the September 10, 2024 regular meeting agenda as presented.

Vote:

- Councilmember Barrientes – Yes
- Councilmember Flores – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Souders – Yes

4. PRESENTATIONS

Library Director Poteet presented an employee recognition to Eric Medina.

5. PUBLIC COMMENT – None

6. CONSENT AGENDA

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

- A. Minutes of the August 27, 2024 Committee-of-the-Whole meeting
- B. Minutes of the August 27, 2024 Council meeting
- C. Payroll Check Nos. 14053-14079 in the amount of \$23,803.16
- D. Payroll Electronic Fund Transfers (EFT) Nos. 61409-61415 in the amount of \$113,768.07
- E. Payroll Direct Deposit 08/16/24-08/31/24 in the amount \$164,850.85
- F. Claim Check Nos. 129635-129715 in the amount of \$670,413.99

Vote:

- Councilmember Barrientes – Yes
- Councilmember Flores – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Souders – Yes

7. ACTIVE AGENDA

- A. Closed Record Public Hearing – Kang 32-Lot Residential Subdivision Preliminary Plat

Mayor Lara opened the closed record public hearing to consider the Kang 32-Lot Residential Subdivision Preliminary Plat submitted by submitted by Moo Kang for property located northwest of North Elm Street and East Bonnieview Road, Grandview, Washington, by reading the public hearing procedure.

There was no one in the audience who objected to her participation as Mayor or any of the Councilmembers' participation in these proceedings. None of the Councilmembers had an interest in this issue nor did any stand to gain or lose any financial benefit as a result of the outcome of this hearing and all indicated they could hear and consider the issue in a fair and objective manner.

The purpose of the hearing was for the Council to review the record and consider the pertinent facts relating to this issue. No new public testimony was allowed.

City Clerk Palacios provided the following review of the record:

- The City received a subdivision application submitted by PLSA Engineering & Surveying on behalf of property owner Moo Kang for preliminary plat approval of a 32-lot residential subdivision to be known as SPD Properties.

- The proposed preliminary plat is located northwest of North Elm Street and East Bonnieview Road.
- On July 18, 2024, a public hearing was held before the Hearing Examiner to receive comments on the proposed preliminary plat.
- A copy of the Hearing Examiner's Recommendation SUB#2024-01 dated August 2, 2024 was presented.
- Staff recommended Council accept the Hearing Examiner's recommendation that the 32-lot Residential Subdivision Preliminary Plat of SPD Properties be approved, subject to compliance with the conditions outlined in the Hearing Examiner's Recommendation SUB#2024-01.
- Staff further recommended Council approve Resolution No. 2024-50 approving the Kang 32-Lot Residential Subdivision Preliminary Plat.

Council did not request clarification of the record and the public hearing was declared closed.

On motion by Councilmember Moore, second by Councilmember Souders, Council accepted the Hearing Examiner's recommendation and conclusions that the 32-lot Residential Preliminary Plat of SPD Properties to be located on Assessor's Parcel No. 230914-44404 which would provide access to 24 lots from North Elm Street by way of an internal street named Sonny Road and would provide direct access to 8 lots from East Bonnieview Road and which is described in the application, the staff report, this recommendation and the other documents in the record of matter be approved, subject to compliance with the conditions which are similar to the conditions recommended by the City's Planning Staff in SUB#2024-01 dated August 2, 2024.

Vote:

- Councilmember Barrientes – Yes
- Councilmember Flores – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Souders – Yes

B. Resolution No. 2024-50 approving the Kang 32-Lot Residential Subdivision Preliminary Plat

On motion by Councilmember Moore, second by Councilmember Ozuna, Council approved Resolution No. 2024-50 approving the Kang 32-Lot Residential Subdivision Preliminary Plat.

Vote:

- Councilmember Barrientes – Yes
- Councilmember Flores – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Souders – Yes

C. Resolution No. 2024-51 accepting the Wine Country Road Roundabout and Utility Improvements as complete

This item was previously discussed at the September 10, 2024 C.O.W. meeting.

On motion by Councilmember Ozuna, second by Councilmember Souders, Council approved Resolution No. 2024-51 accepting the Wine Country Road Roundabout and Utility Improvements as complete.

Vote:

- Councilmember Barrientes – Yes
- Councilmember Flores – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Souders – Yes

D. Resolution No. 2024-52 accepting the bid for the Lower Yakima Valley Pathway Improvements and authorizing the Mayor to sign all contract documents with American Rock Products

This item was previously discussed at the September 10, 2024 C.O.W. meeting.

On motion by Councilmember Ozuna, second by Councilmember Moore, Council approved Resolution No. 2024-52 accepting the bid for the Lower Yakima Valley Pathway Improvements and authorizing the Mayor to sign all contract documents with American Rock Products.

Vote:

- Councilmember Barrientes – Yes
- Councilmember Flores – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Souders – Yes

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

This item was previously discussed at the September 10, 2024 C.O.W. meeting.

On motion by Councilmember Moore, second by Councilmember Souders, Council approved 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.

Vote:

- Councilmember Barrientes – Yes
- Councilmember Flores – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Recused SIED Boardmember
- 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 Barrientes, the Council meeting adjourned at 7:20 p.m.

Mayor Ashley Lara

Anita Palacios, City Clerk

ORDINANCE NO. 2024-14

**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 September 24, 2024

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLISHED: 09/25/2024

EFFECTIVE: 09/30/2024

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

Position	Monthly Minimum	Monthly Maximum
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

ORDINANCE NO. 2024-15

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,
AMENDING THE 2024 ANNUAL BUDGET**

WHEREAS, the original 2024 estimated beginning fund balances and revenues do not reflect available budget sources; and

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

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

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

Section 1. That the 2024 annual budget be amended to reflect the changes presented in Exhibit A.

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

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

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on September 24, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLICATION: 09/25/2024
EFFECTIVE: 09/30/2024

Exhibit A

	Beginning Balance	Estimated Revenues	Appropriated Expenditures	Ending Balance	Budget Total
Current Expense Fund					
Original 2024 Budget	768,735	6,985,905	7,673,480	81,160	7,754,640
Amendment Amount		77,500	69,500	8,000	77,500
Amended Total	768,735	7,063,405	7,742,980	89,160	7,832,140
Street Fund					
Original 2024 Budget	365,390	6,292,700	6,502,630	155,460	6,658,090
Amendment Amount		30,000	7,000	23,000	30,000
Amended Total	365,390	6,322,700	6,509,630	178,460	6,688,090
Cemetery Fund					
Original 2024 Budget	241,880	337,050	460,790	118,140	578,930
Amendment Amount		7,500		7,500	7,500
Amended Total	241,880	344,550	460,790	125,640	586,430
NW Grandview Infrastructure Fund					
Original 2024 Budget	-	-	-	-	-
Amendment Amount		100,000	100,000	-	100,000
Amended Total	-	100,000	100,000	-	100,000
Water Fund					
Original 2024 Budget	8,535,145	10,080,750	13,129,760	5,486,135	18,615,895
Amendment Amount			8,000	(8,000)	-
Amended Total	8,535,145	10,080,750	13,137,760	5,478,135	18,615,895
Sewer Fund					
Original 2024 Budget	8,285,790	4,788,100	6,231,940	6,841,950	13,073,890
Amendment Amount		202,500	405,000	(202,500)	202,500
Amended Total	8,285,790	4,990,600	6,636,940	6,639,450	13,276,390
Equipment Rental Fund					
Original 2024 Budget	1,870,730	647,500	1,137,550	1,380,680	2,518,230
Amendment Amount			30,000	(30,000)	-
Amended Total	1,870,730	647,500	1,167,550	1,350,680	2,518,230

RESOLUTION NO. 2024-53

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
APPROVING TASK ORDER NO. 2024-07 WITH HLA ENGINEERING AND
LAND SURVEYING, INC., FOR THE NORTHWEST GRANDVIEW
INFRASTRUCTURE 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 would like to enter into a Task Order with HLA to provide design and construction engineering services for the Northwest Grandview Infrastructure Improvements,

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

The Mayor is hereby authorized to sign Task Order No. 2024-07 with HLA Engineering and Land Surveying, Inc., for the Northwest Grandview Infrastructure Improvements with an estimated fee for services in the amount of \$715,300 for design engineering and \$817,500 for construction engineering 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 September 24, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

TASK ORDER NO. 2024-07

REGARDING GENERAL AGREEMENT BETWEEN CITY OF GRANDVIEW

AND

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

PROJECT DESCRIPTION:

Northwest Grandview Infrastructure Improvements
HLA Project No. 24162E

The City of Grandview (CITY) received funding from the Yakima County Supporting Investments in Economic Development (SIED) program and is seeking funding through the Community Economic Revitalization Board (CERB) for domestic water facilities, sanitary sewer, storm drainage facilities, public roadway, and illumination improvements to a developing area adjacent to Wine Country Road and Higgins Way. This project will bring utility infrastructure and city streets to approximately 44 acres of land zoned as general commercial, inside the City of Grandview city limits. Engineering design work will begin immediately following Task Order approval. Construction is anticipated to occur in 2025 and 2026. SIED funding will be used to allow for design work to begin.

SCOPE OF SERVICES:

At the direction of the CITY, HLA Engineering and Land Surveying (HLA), will provide professional engineering services for the Northwest Grandview Infrastructure Improvements (PROJECT). HLA shall provide a comprehensive civil engineering construction document package (plans, specifications, and estimate) for improvements consisting of domestic water facilities, sanitary sewer and storm drainage facilities, public roadways, and illumination system. Services will also include advertising and bidding, recommendation of contract award to the lowest responsible bidder, and engineering services during construction.

HLA shall provide the following services:

1.0 Design Engineering

- 1.1 Perform field investigations as necessary to design the identified improvements.
- 1.2 Call for utility locates prior to survey and perform topographic survey of the PROJECT area.
- 1.3 Prepare site topographic survey in AutoCAD format showing field-located improvements and utilities.
- 1.4 Attend three (3) design meetings with the CITY to obtain input regarding existing and proposed improvements.
- 1.5 Coordinate review and approvals with Williams Pipeline Company, Sunnyside Valley Irrigation District (SVID), and Yakima County.
- 1.6 Prepare environmental documents, including SEPA and EO 21-02.
- 1.7 Prepare preliminary 60% plans and cost estimate of improvements for review and approval by the CITY.
- 1.8 Notify private utilities of pending improvements.
- 1.9 Based on approved preliminary engineering plans, prepare 90% plans, specifications, and cost estimate and provide to CITY for final review and coordination.

- 1.10 Perform quality control and assurance review of all final documents.
- 1.11 Incorporate CITY review comments and prepare final plans, specifications, and cost estimate.
- 1.12 Submit final documents to the CITY for review and approval.
- 1.13 Provide final plans and specifications to the CITY in electronic format suitable for printing and use at bid advertisement. It is anticipated HLA will prepare one (1) complete set of plans and specifications for one bid call; additional bid packages will be considered additional services.
- 1.14 Prepare advertisement for bids. Coordinate with CITY on number and location publications. All advertising fees to be paid by the CITY.
- 1.15 Post contract documents to HLA website notify potential bidders utility companies, and plan centers of PROJECT posting, and maintain planholder list.
- 1.16 Answer and supply information as requested by prospective bidders.
- 1.17 Prepare and issue addenda to contract documents, if necessary.
- 1.18 Attend the bid opening and participate in the evaluation process.
- 1.19 Prepare summary of bids received and review bidder's qualifications and responsiveness.
- 1.20 Make recommendation of award to the CITY for construction contract.
- 1.21 Submit summary of bids to Yakima County and CERB.

2.0 Construction Engineering

- 2.1 Following Council award authorization, prepare notice of award to the Contractor, assemble construction contract documents, and coordinate contract execution with the CITY and Contractor.
- 2.2 Review Contractor's submission of certificate of insurance and contract bond.
- 2.3 Coordinate and facilitate preconstruction meeting with the CITY, Contractor, private utilities, and affected agencies, including preconstruction agenda and meeting record.
- 2.4 Prepare and transmit notice to proceed to Contractor.
- 2.5 Furnish a field survey crew to provide geometric control, including construction staking.
- 2.6 Furnish a qualified resident engineer (inspector) to observe construction for substantial compliance with plans and specifications and CITY Construction Standards.
- 2.7 Review Contractor's submission of samples and shop drawings.
- 2.8 Maintain material submittal list for duration of PROJECT.
- 2.9 Respond to Contractor requests for information (RFI).
- 2.10 Interpret plans and specifications when necessary.
- 2.11 Prepare daily progress reports.
- 2.12 Prepare weekly statements of working days.

- 2.13 Create and maintain accurate construction documentation for the life of the PROJECT.
- 2.14 Ensure the CITY has all necessary files for potential audits.
- 2.15 Consult and advise the CITY during construction and make final review and report of the completed work with CITY representatives.
- 2.16 Coordinate testing scheduling with the Contractor's materials testing firm and review acceptance sampling and testing for construction materials.
- 2.17 Coordinate and attend construction meetings anticipated once per week during the duration of improvements.
- 2.18 Perform measurement and computation of pay items.
- 2.19 Prepare and provide monthly progress estimates to the CITY and recommend progress payments for the Contractor.
- 2.20 Prepare proposed contract change orders and/or force account computations as required.
- 2.21 Conduct final walkthrough inspection with the Contractor and CITY. Prepare and transmit punchlist to Contractor.
- 2.22 Prepare and furnish record drawings and field notes of completed work in accordance with PROJECT field records provided by the resident engineer and those submitted by the Contractor.
- 2.23 Monitor the Contractor's compliance with federal and state labor standards.
- 2.24 Assist the CITY with funding reimbursement information and supporting documentation, as requested.
- 2.25 Prepare and submit recommendation of PROJECT acceptance.
- 2.26 Prepare and submit Notice of Completion of Public Works Contract (NOC). Monitor lien releases from state agencies.
- 2.27 Notify CITY when retainage may be released.

3.0 Additional Services

Provide professional engineering services for additional work requested by the CITY not included in this Task Order.

4.0 Items to be Furnished and Responsibility of CITY

The CITY will provide or perform the following:

- 4.1 Provide full information as to CITY requirements for the PROJECT.
- 4.2 Provide all available information pertinent to the PROJECT relative to completion of design and construction of the PROJECT.
- 4.3 Examine all documents presented by HLA and provide written decisions within a reasonable time so as not to delay the work of HLA.
- 4.4 Obtain approval of all governmental authorities for the PROJECT, and approvals and consents from other individuals as necessary for completion of the PROJECT.
- 4.5 Pay for advertising, notices, or other publications as may be required.

4.6 Pay for all necessary permits and testing fees not paid by the Contractor.

TIME OF PERFORMANCE:

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

1.0 Design Engineering

1.1 HLA will complete plans, specifications, opinion of cost, and bidding services within one hundred fifty (150) working days following receipt of signed Task Order.

2.0 Construction Engineering

- 2.1 Construction engineering services shall begin upon construction contract award by the CITY to the lowest responsible bidder and extend through the completion of construction, and completion of as-constructed drawings.
- 2.2 A maximum of two hundred fifty (250) working days has been assumed for the construction of the improvements, utilizing a standard 40-hour work week.
- 2.3 Should the Contractor be granted time extensions for construction completion due to recognized delays, requested additional work, and/or change orders, services during construction beyond the two hundred fifty (250) working days shall be considered additional services.

3.0 Additional Services

Time for completion of work directed by the CITY under additional services shall be negotiated and mutually agreed upon at the time service is requested by the CITY.

FEE FOR SERVICE:

For the services furnished by HLA as described within this Task Order, the CITY agrees to pay HLA the fees as set forth herein. The amounts listed below may be revised only by written agreement of both parties.

1.0 Design Engineering

All work for design engineering services shall be performed for the lump sum fee of \$715,300.00.

2.0 Construction Engineering

All work for construction engineering services shall be performed on a time-spent basis at the normal hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses for the estimated maximum fee of \$817,500.00. If the Contractor is granted additional working days beyond those identified in the Time of Performance, then work shall be considered additional services until an amendment to this Task Order is executed.

3.0 Additional Services

Additional work requested by the CITY not included in this Task Order shall be authorized by the CITY and agreed upon by HLA in writing prior to proceeding with services. HLA will perform additional services as directed/authorized by the CITY on a time-spent basis at the hourly billing rates included in our General Agreement, plus reimbursement for direct non-salary expenses such as vehicle mileage, out-of-town meals/lodging, advertising, and printing expenses. Outside subconsultant's invoices shall be marked up by a factor of 1.10 times the subconsultant invoice.

Signatures on following page.

Proposed: Michael T. Battle
HLA Engineering and Land Surveying, Inc.
Michael T. Battle, PE, President

9/10/2024
Date

Approved: _____
City of Grandview
Ashley Lara, Mayor

Date

RESOLUTION NO. 2024-54

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN A LETTER OF UNDERSTANDING
BETWEEN THE CITY OF GRANDVIEW AND DESTINATION DEVELOPMENT
ASSOCIATION OF ROGER BROOKS INTERNATIONAL, INC.,
FOR A DESTINATION ASSESSMENT OF GRANDVIEW, WASHINGTON**

WHEREAS, the City wishes to engage the services of Destination Development Association of Roger Brooks International, Inc., to perform a Destination Assessment of Grandview, Washington; and,

WHEREAS, Destination Development Association of Roger Brooks International Inc., wishes to provide services to perform a Destination Assessment of Grandview, Washington,

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

The Mayor is hereby authorized to sign a Letter of Understanding between the City of Grandview and Destination Development Association of Roger Brooks International, Inc., for a Destination Assessment of Grandview, Washington, in the total amount of \$25,000, 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 September 24, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Destination Development Association

5919 Highway 291 Suite 1-187

Nine Mile Falls, WA 99026

Destinationdevelopment.org ° 206-241-4770

September 17, 2024

Shane Fisher
City Administrator
City of Grandview
207 West Second Street
Grandview, WA 98930

LETTER OF UNDERSTANDING

Destination Assessment of Grandview, WA

This Letter of Understanding is hereby entered into this ____ day of September 2024 between the City of Grandview, WA (herein Client) and Destination Development Association of Roger Brooks International, Inc., an Arizona corporation (herein DDA). The Client retains DDA for professional services as outlined below.

Scope of Services

During the month of October 2024, with the specific dates to be mutually agreed upon, Roger Brooks shall perform a Destination Assessment of Grandview, Washington. The Assessment includes the following elements:

Professional Marketing Assessment:

DDA Team Members will perform a Professional Marketing Assessment. The object is to determine the effectiveness of the area's marketing efforts including websites, travel guide write-ups, visitor information services, advertising, marketing materials, etc. The DDA Team will take a professional look at the marketing materials and make suggestions to improve the marketing efforts. This Professional Marketing Assessment will be included in the final Findings & Suggestions Report.

On-site Assessment:

This element includes a visit to Grandview, Washington to assess the community through the eyes of a first-time visitor.

This includes a look at signage (public and private), wayfinding (ease of getting around), general appeal (architecture, beautification), critical mass/business mix, business hours and merchant curb/facade appeal, visitor information services, visitor amenities (parking, restrooms), local attitude, attractions and activities, (things to see and do). For challenges noted during the assessment, suggestions will be made on how they could be improved or corrected. During the assessment, numerous photographs will be taken and used in the Assessment Findings & Suggestions Workshop.

Workshops:

Roger Brooks will prepare and present the multi-media Destination Assessment Findings & Suggestions workshop. The exact time and location of the workshop (typically 2.5 hours) will be mutually agreed upon.

Deliverables

Upon return to the office, DDA will prepare the Destination Assessment Findings and Suggestions report based on the workshop. Six bound copies and a PDF file of the report will be sent to the Client within 65 days of the workshop.

The proposed timeframes can be modified by mutual consent.

Costs

The total cost of the Destination Assessment shall be Twenty-Five Thousand US Dollars [\$25,000.00 USD]. A service charge of 1.5% per month will be added to all amounts due after 30 days of the invoice date.

Deposit

A deposit in the amount of Seven-Thousand US Dollars [\$7,000.00 USD] is required to be paid by the Client upon signing the Letter of Understanding. The deposit will be applied to the cost of the project.

Responsibilities of the Client

The Client shall provide the venue and all related costs of hosting and marketing the presentation and shall provide the AV equipment as outlined in the AV Requirements sheet that will be provided by DDA. The Client shall provide DDA with copies of advertising/marketing materials and any information that would be reasonably expected to enable DDA to perform the services outlined above. The Client will be responsible for marketing the workshop, distribution of brochures and/or fliers, etc. In addition, the Client shall coordinate filming/editing of the assessment presentation and provide one copy of the video to RBI.

Both parties to this agreement are required to perform their respective obligations in full or in part, to the extent that they are reasonably able. Either party may suspend or terminate its performance obligations, partially or entirely, without liability or further obligation, to the extent that its performance is affected by events or occurrences beyond its control such as, but not limited to the following:

- Acts of God, such as earthquakes, disasters, or hazardous weather conditions (actual or forecasted) war or specific threat of war (declared or undeclared)
- Acts of domestic or foreign enemies
- Government regulation or travel advisory
- A cancellation or reduction in commercial transportation preventing the majority of attendees or the presenter from attending
- Accidents, illness, or other casualties preventing performance of Roger Brooks or other members of the RBI Team
- An event or occurrence creating a significant risk to the participants' or presenter's health or safety, such as a nuclear or biological hazard or the outbreak of disease
- Civil disorder

Each party must take reasonable steps to avoid or remove the effects of the event or occurrence affecting their performance. If a party's performance under this contract is affected by an event or

occurrence described above, they must send written notice to the other party within a commercially reasonable time after the circumstance.

Video or audiotapes of DDA's session presentations shall be for internal use only. No copies of any of DDA's presentations may be duplicated, published, or placed on the Internet without written authorization from DDA.

The undersigned agree that the information garnered from this process, the workshops, videos, and materials will only be used for the purpose stated in this contract, and only by the organization that is under this contract.

This agreement supersedes all proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties related to the subject matter of this agreement.

This Letter of Understanding is valid if signed and returned within 10 days of receipt.

Agreed to:

Date: _____

Mayor Ashley Lara
City of Grandview, WA

Date: _____

Jane Brooks
Roger Brooks International, Inc.
Dba Destination Development Association