

**GRANDVIEW CITY COUNCIL  
COMMITTEE-OF-THE-WHOLE  
MEETING AGENDA  
TUESDAY, JANUARY 28, 2025**



**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** – *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. Resolution authorizing the Mayor to sign the Regional Mobility and Regional Mobility Contingency Grant Programs Construction Grant Agreement Amendment No. PTD0767-01 with the Washington State Department of Transportation for the Wine Country Road Park and Ride 1-4
  - B. Resolution approving Amendment No. 1 to Task Order No. 2023-12 with HLA Engineering and Land Surveying, Inc., for the Wine Country Road Park and Ride Improvements 5-10
  - C. Resolution accepting the bid for Wine Country Road Sidewalk, Pathway, and Park and Ride Improvements and authorizing the Mayor to sign all contract documents with Culbert Construction, Inc. 11-15
  - D. Ordinance amending the City of Grandview 2025 Non-Union Salary Schedule to include the salaries for the Public Works Facilities Supervisor and Public Works Utilities Supervisor positions 16-18
  - E. Resolution approving the Animal Sheltering Services Agreement between the City of Grandview and the Yakima Humane Society 19-26
  - F. Resolution authorizing the Mayor to sign a Public Defender Agreement for conflict indigent defense counsel with Garrison Law Offices, Inc., P.S. 27-38
  - G. Resolution approving Task Order No. 2025-01 with HLA Engineering and Land Surveying, Inc., for the Bonnieview Road Water Main Looping 39-46

**PAGE**

H. Resolution accepting the Country Park Well – Drilling, Casing and Testing as complete 47-51

**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, January 28, 2025 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/83334906966?pwd=5I7bNpwSHZod3h2vbR3L2rRjzeveSQ.1>

To join via phone: +1 253 215 8782

Meeting ID: 833 3490 6966

Passcode: 547521

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

**ITEM TITLE:**

Resolution authorizing the Mayor to sign the Regional Mobility and Regional Mobility Contingency Grant Programs Construction Grant Agreement Amendment No. PTD0767-01 with the Washington State Department of Transportation for the Wine Country Road Park and Ride

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

**AGENDA DATE:** January 28, 2025

**DEPARTMENT**

Public Works Department

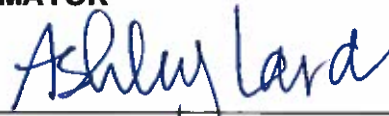
**FUNDING CERTIFICATION** (City Treasurer)  
(If applicable)

**DEPARTMENT DIRECTOR REVIEW**

Shane Fisher, City Administrator

**CITY ADMINISTRATOR**

**MAYOR**

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

The City was awarded funding through the Washington State Department of Transportation Regional Mobility Grant Program Capital Construction Grant to improve the City's existing Park and Ride located on Wine Country Road which would add transit opportunities and complete the multi-modal capabilities. The funding would include the following amenities: EV charging stations, bus cover with bench, bike rack, concrete wheel stops, asphalt overlay and new striping and concrete sidewalk.

**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 needs to amend the current funds in the funding table to reflect the addition of \$60,284 in Regional Mobility contingency funds in the 2023-2025 biennium. The scope of work remains the same.

**ACTION PROPOSED**

Move a resolution authorizing the Mayor to sign the Regional Mobility and Regional Mobility Contingency Grant Programs Construction Grant Agreement Amendment No. PTD0767-01 with the Washington State Department of Transportation for the Wine Country Road Park and Ride to the January 28, 2025 regular Council meeting for consideration.

**RESOLUTION NO. 2025-\_\_\_\_\_**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
AUTHORIZING THE MAYOR TO SIGN THE REGIONAL MOBILITY AND  
REGIONAL MOBILITY CONTINGENCY GRANT PROGRAMS CONSTRUCTION  
GRANT AGREEMENT AMENDMENT NO. PTD0767-01 WITH THE WASHINGTON  
STATE DEPARTMENT OF TRANSPORTATION FOR THE WINE COUNTRY ROAD  
PARK AND RIDE**

**WHEREAS**, the City of Grandview applied for and was awarded a Regional Mobility Grant Program Capital Construction Grant from the Washington State Department of Transportation to fund transit opportunities and complete the multi-model capabilities at the City's existing Park and Ride on Wine Country Road; and,

**WHEREAS**, on November 14, 2023, the City executed Agreement Number PTD0767 setting forth the terms and conditions and the regulations by which the City must comply in order to receive said grant, and;

**WHEREAS**, Amendment No. PTD0767-01 amends the "Current Funds" in the funding table to reflect the addition of \$60,284 in Regional Mobility contingency funds in the 2023-2025 biennium,

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRANDVIEW, WASHINGTON**, as follows:

The Mayor is hereby authorized to sign the Regional Mobility and Regional Mobility Contingency Grant Programs Construction Grant Agreement Amendment No. PTD0767-01 with the Washington State Department of Transportation for the Wine Country Road Park and Ride 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 \_\_\_\_\_, 2025.

**MAYOR**

\_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

**CITY CLERK**

**APPROVED AS TO FORM:**

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



**WSDOT Contact:** Kyle Cornwell  
**WSDOT E-mail:** [Kyle.Cornwell@wsdot.wa.gov](mailto:Kyle.Cornwell@wsdot.wa.gov)  
**WSDOT Phone:** 360-705-7704

**Amendment**

Regional Mobility and Regional Mobility Contingency Grant Programs Construction Grant Agreement	
<b>Amendment Number</b>	PTD0767 - 01
<b>Term of Agreement</b>	July 1, 2023 through June 30, 2025
<b>Vendor #</b>	690910597
<b>Service Area</b>	Klickitat, Skamania and Yakima counties
<b>Contractor:</b> City of Grandview 207 W 2nd Street Grandview, WA 98930-1360  <b>Contact:</b> Shane Fisher <b>Email:</b> <a href="mailto:sfisher@grandview.wa.us">sfisher@grandview.wa.us</a>	

This is the first AMENDMENT to AGREEMENT PTD0767 entered into between the Washington State Department of Transportation (hereinafter referred to as "WSDOT"), and City of Grandview (hereinafter referred to as "CONTRACTOR"), and/or individually referred to as the "PARTY" and collectively referred to as the "PARTIES,"

**RECITAL**

WHEREAS, the PARTIES amend AGREEMENT PTD0767 to:

- Amend the "Current Funds" in the funding table below to reflect the addition of \$60,284 in Regional Mobility contingency funds in the 2023-2025 biennium.
- Scope remains the same.

NOW THEREFORE, the following AMENDMENTS are hereby incorporated into AGREEMENT PTD0767:

**AGREEMENT**

1. RECITALS from the AGREEMENT are hereby incorporated into this AGREEMENT.

2. Amend the current funding table, Funding by Project, to read as follows:

**Funding by Project**

**Project Title:** City of Grandview - Wine Country Road Park and Ride

**UPIN #** 20230021

**Scope of Work:** Revitalize the city's existing park and ride facility at the same location which will add transit opportunities and complete the multi-modal capabilities.

<b>Funds</b>	<b>Current Percentage</b>	<b>Prior Funds</b>	<b>Current Funds</b>	<b>Projected Funds</b>	<b>Total Funds</b>
Regional Mobility	69.6%	-	323,384	-	323,384
RMG Contingency	13.0%	-	60,284	-	60,284
Contractor's Funds	17.4%	-	80,846	-	80,846
<b>Total Project Cost</b>	<b>100%</b>	-	<b>464,514</b>	-	<b>464,514</b>

**Budget:**

*Current Funds reflect total funding appropriated by the Washington State Legislature for the Project in the 2023-2025 biennium. RMG contingency funds of \$60,284 are not listed in TEIS under PIN 2023021 in version 24LEGCOR. Contractor's funds is below 20% due to addition of RMG Contingency funds. The contingency funds do not require a match, therefore reducing the percentage shown in the funding table above.*

3. A copy of this AMENDMENT to AGREEMENT PTD0767 shall be attached to and made a part of the original AGREEMENT. Any references to the "AGREEMENT" shall mean "AGREEMENT as amended."

4. All other terms and conditions of the original AGREEMENT not hereby amended shall remain in full force and effect. This document may be simultaneously executed in several counterparts, each of which shall be deemed original having identical legal effect.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AMENDMENT the day and year last written below.

**WASHINGTON STATE  
DEPARTMENT OF TRANSPORTATION**

**CONTRACTOR**

\_\_\_\_\_  
Authorized Representative  
Public Transportation Division, WSDOT

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

**ITEM TITLE**

Resolution approving Amendment No. 1 to Task Order No. 2023-12 with HLA Engineering and Land Surveying, Inc., for the Wine Country Road Park and Ride Improvements

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

**AGENDA DATE:** January 28, 2025

**DEPARTMENT**

Public Works Department

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

**DEPARTMENT DIRECTOR REVIEW**

Shane Fisher, City Administrator

**CITY ADMINISTRATOR**



**MAYOR**



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

The City received funding through the Regional Mobility Grant program by the Washington State Legislature, administered by the Washington State Department of Transportation, in the amount of \$323,384. Funding is for the design and resurfacing of the parking lot, relocation of the existing pathway, construction of a bus shelter, and installation of two (2) electric charging stations necessary to improve vehicular and transportation passenger safety.

The City Council adopted Resolution No. 2023-80 on December 12, 2023 approving Task Order No. 2023-12 with HLA to provide professional engineering services for the Wine Country Road Park and Ride Improvements.

**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.

Amendment No. 1 to Task Order No. 2023-12 provides additional design engineering efforts, in the form of contract and project administration, were necessary due to the disqualification of bids from bid process one, the process of re-bidding the project, and funding coordination. Amendment No. 1 adds design engineering services associated with both bidding processes and funding coordination.

All work in design engineering services shall be performed for the lump sum fee of \$51,312; \$41,312 (original contract) and \$10,000 (Amendment No. 1).

Staff recommends Council approve Amendment No. 1 to Task Order No. 2023-12 with HLA Engineering and Land Surveying, Inc., to provide professional engineering services for the Wine Country Road Park and Ride Improvements.

**ACTION PROPOSED**

Move a resolution approving Amendment No. 1 to Task Order No. 2023-12 with HLA Engineering and Land Surveying, Inc., for the Wine Country Road Park and Ride Improvements to the January 28, 2025 regular Council meeting for consideration.



**Anita Palacios**

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**From:** Stephen Hazzard <shazzard@hlcivil.com>  
**Sent:** Friday, January 10, 2025 12:04 PM  
**To:** Shane Fisher  
**Cc:** Anita Palacios; Tanner Lange  
**Subject:** Grandview WCR Park and Ride Design Engineering Contract Amendment  
**Attachments:** Grandview WCR Park and Ride Amendment.pdf

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**CAUTION:** External Email

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Hi Shane,

Per our discussion earlier this week, attached is the Contract Amendment for the WCR Park and Ride project to make HLA's contract whole due to the re-bidding process. Hard copies will be in the mail.

I appreciate your consideration of the amendment. Please let me know if you have any questions.

Thanks,



**Stephen S. Hazzard, PE**

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

2803 River Road, Yakima, WA 98902

Office: (509) 966-7000 | Cell: (509) 840-4746

[shazzard@hlcivil.com](mailto:shazzard@hlcivil.com) | [www.hlcivil.com](http://www.hlcivil.com)

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**\* TRANSMITTAL \***

**Date:** January 10, 2025

**Project No.:** 23177E/C

**To:** City of Grandview  
207 W. Second Street  
Grandview, WA 98930

**Attention:** Shane Fisher  
City Administrator

**From:** Stephen S. Hazzard, PE

**Re:** Wine Country Road Park and Ride Improvements  
Design Engineering and Construction Engineering  
Task Order No. 2023-12 – Amendment No. 1

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**We are sending you the attached following items:**

Two (2) Original Signed Task Order 2023-12 – Amendment No. 1 Agreements

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**Comment:**

Shane,

Upon review and approval, please have the Mayor sign and date the attached Task Order No 2023-12 – Amendment No. 1 Agreements for the Wine Country Road Park and Ride Improvements – Design Engineering and Construction Engineering project. Keep one original agreement for your records and return the other to our office.

We appreciate the opportunity to serve the City of Grandview. If you have any questions or need additional information, please contact me at (509) 966-7000 or [shazzard@hiacivil.com](mailto:shazzard@hiacivil.com).

Thank you.

Copy to: Anita Palacios, MMC

Signed: 

**RESOLUTION NO. 2025-\_\_\_\_\_**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
APPROVING AMENDMENT NO. 1 TO TASK ORDER NO. 2023-12 WITH HLA  
ENGINEERING AND LAND SURVEYING, INC., FOR THE WINE COUNTRY ROAD  
PARK AND RIDE IMPROVEMENTS**

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

**WHEREAS**, the City Council adopted Resolution No. 2023-80 on December 12, 2023 approving Task Order No. 2023-12 with HLA to provide professional engineering services for the Wine Country Road Park and Ride Improvements; and

**WHEREAS**, Amendment No. 1 to Task Order No. 2023-12 provides additional design engineering efforts, in the form of contract and project administration, are necessary due to the disqualification of bids from bid process one, the process of re-bidding the project, and funding coordination; and

**WHEREAS**, Amendment No. 1 adds design engineering services associated with both bidding processes and funding coordination,

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

The Mayor is hereby authorized to sign Amendment No. 1 to Task Order No. 2023-12 with HLA Engineering and Land Surveying, Inc., to provide professional engineering services for the Wine Country Road Park and Ride Improvements with an estimated lump sum fee of lump sum fee of \$51,312; \$41,312 (original contract) and \$10,000 (Amendment No. 1) 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 \_\_\_\_\_, 2025.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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

**AMENDMENT NO. 1**  
**TASK ORDER NO. 2023-12**

REGARDING GENERAL AGREEMENT BETWEEN CITY OF GRANDVIEW

AND

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

**PROJECT DESCRIPTION:**

**Wine Country Road Park and Ride Improvements**  
**HLA Project No. 23177E/C**

The City of Grandview (CITY) has received funding through the Regional Mobility Grant (RMG) program by the Washington State Legislature, administered by the Washington State Department of Transportation, in the amount of \$323,384. Funding is for the design and resurfacing of the parking lot, relocation of the existing pathway, construction of a bus shelter, and installation of two (2) electric charging stations necessary to improve vehicular and transportation passenger safety.

**REASON FOR AMENDMENT NO. 1**

Additional design engineering efforts, in the form of contract and project administration, are necessary due to the disqualification of bids from bid process one, the process of re-bidding the project, and funding coordination. Amendment No. 1 adds design engineering services associated with both bidding processes and funding coordination.

**SCOPE OF SERVICES:**

The following is added to the Task Order 2023-12 scope of services:

**1.0 Design Engineering**

- 1.22 Prepare all documentation necessary to request construction funding obligation.
- 1.23 Prepare advertisement for re-bids. Coordinate with CITY on number and location of publications. All advertising fees to be paid by CITY.
- 1.24 Attend the re-bid opening and participate in the evaluation process.
- 1.25 Prepare summary of re-bids received and review bidder's qualifications and responsiveness.
- 1.26 Make recommendations of award to the CITY for construction contract.
- 1.27 Prepare administrative documents to the appropriate agencies which have jurisdiction over funding, design, and construction of the PROJECT.

**FEE FOR SERVICE:**

**1.0 Design Engineering**

All work in design engineering services shall be performed for the lump sum fee of \$51,312; \$41,312 (original contract) and \$10,000 (Amendment No. 1).

Signatures are on the following page.

**Proposed:**

  
\_\_\_\_\_  
HLA Engineering and Land Surveying, Inc.  
Michael T. Battle, PE, President

1/10/2025  
\_\_\_\_\_  
Date

**Approved:**

\_\_\_\_\_  
City of Grandview  
Ashley Lara, Mayor

\_\_\_\_\_  
Date

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

**ITEM TITLE**

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

Resolution accepting the bid for Wine Country Road Sidewalk, Pathway, and Park and Ride Improvements and authorizing the Mayor to sign all contract documents with Culbert Construction, Inc.

**AGENDA DATE:** January 28, 2025

**DEPARTMENT**

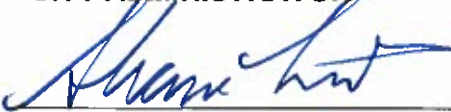
Public Works Department

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

**DEPARTMENT DIRECTOR REVIEW**

Shane Fisher, City Administrator

**CITY ADMINISTRATOR**



**MAYOR**



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

The City received Regional Mobility Grant (RMG) funding through the Washington State Department of Transportation for the design and resurfacing of the parking lot, relocation of the existing pathway, construction of a bus shelter, and installation of electric charging stations.

**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 Wine Country Road Sidewalk, Pathway, and Park and Ride Improvements were opened on December 4, 2024. A total of four (4) bids were received with Culbert Construction, Inc., of Pasco, Washington, submitting the low bid in the amount of \$394,724.57.

**ACTION PROPOSED**

Move resolution accepting the bid for the Wine Country Road Sidewalk, Pathway, and Park and Ride Improvements and authorizing the Mayor to sign all contract documents with Culbert Construction, Inc., to the January 28, 2025 regular Council meeting for consideration.

**Anita Palacios**

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**From:** Janell Buchanan <jbuchanan@hlacivil.com>  
**Sent:** Monday, January 13, 2025 5:06 PM  
**To:** Anita Palacios; Shane Fisher; Todd Dorsett  
**Cc:** Stephen Hazzard; Tanner Lange; Taylor Denny; Angie Ringer  
**Subject:** 23175/23177 - GV - Wine Country Rd. SW, PW, and P&R Improvements - Recommendation of Award and Bid Summary  
**Attachments:** 2024-12-04 - 23175 - Bid Summary.pdf; 2025-01-13 - 23715C - Recommendation of Award.pdf

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**CAUTION:** External Email

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Good afternoon,

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

Once available, please send a copy of the City of Grandview Council meeting minutes authorizing award for this project so that we may proceed with contract execution.

Please contact us if you have any questions.

Thanks,



**Janell Buchanan, Contract Administrator I**

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

2803 River Road, Yakima, WA 98902

Office: (509) 966-7000 |

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



January 13, 2025

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

Attn: Anita Palacios, City Clerk

Re: City of Grandview  
Wine Country Road Sidewalk, Pathway, and Park and Ride Improvements (RE-BID)  
HLA Project No. 23175 & 23177  
Fed Aid No. TAPUS-8056(006)  
RMG NO. PTD 0767-001  
Recommendation of Award

Dear Mayor Lara:

The bid opening for the above referenced project was held at the Grandview City Council Chambers at 10:00 a.m. on Wednesday, December 4, 2024. A total of four (4) bids were received with the low bid of \$394,724.57 for Schedule A Base Bid, being offered by Culbert Construction Inc., of Pasco, WA. This low bid is approximately twelve (12%) percent above the Engineer's Estimate of \$353,550.00.

We have reviewed and checked the bid proposals of all bidders and recommend the City of Grandview award a construction contract to Culbert Construction Inc., in the amount of \$394,724.57. Please send us a copy of the City of Grandview Council minutes authorizing award of this project.

Enclosed please find the project Bid Summary for your review. Please contact me at (509) 966-7000 with any questions or to provide additional information.

Sincerely,

A handwritten signature in blue ink that reads "Stephen S. Hazzard".

Stephen S. Hazzard, PE

Enclosures

Copy: Shane Fisher, Todd Dorsett, City of Grandview  
Taylor Denny, Angie Ringer, Tanner Lange, HLA



**BID SUMMARY**

Owner: City of Grandview  
 Project: Wine Country Road Sidewalk, Pathway, and Park and Ride Improvements  
 Bid Opening Date: December 4, 2024  
 HLA Project No.: 23176 & 23177  
 FED AID NO.: TAPUS-8066(006)  
 RUMG NO.: PTD 0787-001

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	EaL	FA	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
2	A	SPOC Plan	--	LS	\$ 500.00	\$ 500.00	\$ 101.47	\$ 101.47	\$ 500.00	\$ 500.00	\$ 100.00	\$ 100.00
3	A	Mobilization	--	LS	\$ 27,000.00	\$ 27,000.00	\$ 38,531.03	\$ 38,531.03	\$ 30,000.00	\$ 30,000.00	\$ 45,000.00	\$ 45,000.00
4	A	Project Temporary Traffic Control	--	LS	\$ 10,000.00	\$ 10,000.00	\$ 2,797.31	\$ 2,797.31	\$ 10,000.00	\$ 10,000.00	\$ 14,500.00	\$ 14,500.00
5	A	Removal of Structures and Obstructions	--	LS	\$ 5,000.00	\$ 5,000.00	\$ 11,994.77	\$ 11,994.77	\$ 2,500.00	\$ 2,500.00	\$ 25,000.00	\$ 25,000.00
6	A	Unclassified Excavation Incl. Haul	600	CY	\$ 50.00	\$ 30,000.00	\$ 29.69	\$ 17,814.00	\$ 35.00	\$ 21,000.00	\$ 38.00	\$ 22,800.00
7	A	Crushed Surfacing Top Course	350	TON	\$ 40.00	\$ 14,000.00	\$ 60.95	\$ 21,332.50	\$ 32.00	\$ 11,200.00	\$ 55.00	\$ 19,250.00
8	A	Crack Sealing	1,000	LF	\$ 5.00	\$ 5,000.00	\$ 3.28	\$ 3,280.00	\$ 3.00	\$ 3,000.00	\$ 5.00	\$ 5,000.00
9	A	Pavement Repair Excavation Incl. Haul	100	SY	\$ 55.00	\$ 5,500.00	\$ 41.43	\$ 4,143.00	\$ 22.00	\$ 2,200.00	\$ 33.00	\$ 3,300.00
10	A	HMA to Pavement Repair Cl. 3/8" PG 64H-28	20	TON	\$ 200.00	\$ 4,000.00	\$ 194.75	\$ 3,895.00	\$ 1.47	\$ 29.40	\$ 150.00	\$ 3,000.00
11	A	HMA Cl. 3/8-Inch PG 64H-28	375	TON	\$ 160.00	\$ 60,000.00	\$ 143.50	\$ 53,812.50	\$ 1.28	\$ 480.00	\$ 150.00	\$ 56,250.00
12	A	Adjust Catch Basin	1	EA	\$ 900.00	\$ 900.00	\$ 491.11	\$ 491.11	\$ 1,000.00	\$ 1,000.00	\$ 800.00	\$ 800.00
13	A	Adjust Catch Basin and Structure	1	EA	\$ 2,900.00	\$ 2,900.00	\$ 2,640.46	\$ 2,640.46	\$ 1,000.00	\$ 1,000.00	\$ 2,600.00	\$ 2,600.00
14	A	Erosion Control and Water Pollution Control	--	LS	\$ 750.00	\$ 750.00	\$ 360.80	\$ 360.80	\$ 2,520.00	\$ 2,520.00	\$ 1,600.00	\$ 1,600.00
15	A	Landscaping Restoration	EaL	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
16	A	Top Soil Type A	55	CY	\$ 70.00	\$ 3,850.00	\$ 68.63	\$ 3,775.65	\$ 40.00	\$ 2,200.00	\$ 55.00	\$ 3,025.00
17	A	Sodded Lawn Repair	3,000	SF	\$ 4.25	\$ 12,750.00	\$ 2.16	\$ 6,480.00	\$ 3.50	\$ 10,500.00	\$ 2.00	\$ 6,000.00
18	A	Basalt Rock Mulch	50	CY	\$ 150.00	\$ 7,500.00	\$ 342.58	\$ 17,129.00	\$ 100.00	\$ 5,000.00	\$ 230.00	\$ 11,500.00
19	A	Bicycle Rack	1	EA	\$ 3,000.00	\$ 3,000.00	\$ 2,475.88	\$ 2,475.88	\$ 3,500.00	\$ 3,500.00	\$ 750.00	\$ 750.00
20	A	Bus Shelter with Bench	1	EA	\$ 17,500.00	\$ 17,500.00	\$ 15,436.78	\$ 15,436.78	\$ 15,000.00	\$ 15,000.00	\$ 13,200.00	\$ 13,200.00
21	A	Trash Receptacle	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 2,640.32	\$ 2,640.32	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00
22	A	Cement Conc. Traffic Curb and Gutter	35	LF	\$ 40.00	\$ 1,400.00	\$ 53.92	\$ 1,887.20	\$ 38.73	\$ 1,355.55	\$ 80.00	\$ 3,150.00
23	A	Cement Conc. Traffic Curb	680	LF	\$ 30.00	\$ 20,700.00	\$ 37.90	\$ 25,151.00	\$ 33.00	\$ 22,770.00	\$ 65.00	\$ 44,950.00
24	A	Cement Conc. Sidewalk 6-inch Thick	55	SY	\$ 85.00	\$ 4,675.00	\$ 134.28	\$ 7,395.40	\$ 101.47	\$ 5,580.85	\$ 105.00	\$ 5,775.00
25	A	Cement Conc. Sidewalk 4-inch Thick	425	SY	\$ 75.00	\$ 31,875.00	\$ 78.52	\$ 33,271.00	\$ 52.45	\$ 22,291.25	\$ 85.00	\$ 36,125.00
26	A	Cement Conc. Curb Ramp	2	EA	\$ 3,500.00	\$ 7,000.00	\$ 1,820.73	\$ 3,641.46	\$ 2,420.00	\$ 2,420.00	\$ 2,700.00	\$ 5,400.00
27	A	Electrical Service, Complete	1	EA	\$ 7,500.00	\$ 7,500.00	\$ 47,315.89	\$ 47,315.89	\$ 26,248.00	\$ 26,248.00	\$ 28,800.00	\$ 28,800.00
28	A	Electric Charging Stations, Complete	2	EA	\$ 15,000.00	\$ 30,000.00	\$ 18,207.74	\$ 36,415.48	\$ 18,000.00	\$ 36,000.00	\$ 18,000.00	\$ 36,000.00
29	A	Permanent Signage	--	LS	\$ 5,000.00	\$ 5,000.00	\$ 3,587.54	\$ 3,587.54	\$ 2,800.00	\$ 2,800.00	\$ 12,600.00	\$ 12,600.00
30	A	Pavement Markings	--	LS	\$ 11,750.00	\$ 11,750.00	\$ 3,280.04	\$ 3,280.04	\$ 2,850.00	\$ 2,850.00	\$ 6,500.00	\$ 6,500.00
31	B	Mobilization	--	LS	\$ 3,000.00	\$ 3,000.00	\$ 193.77	\$ 193.77	\$ 500.00	\$ 500.00	\$ 100.00	\$ 100.00
32	B	Chain Link Fence Type 4	600	LF	\$ 50.00	\$ 30,000.00	\$ 47.37	\$ 28,422.00	\$ 48.00	\$ 28,800.00	\$ 48.00	\$ 28,800.00
33	ALT B	Mobilization	--	LS	\$ 1,000.00	\$ 1,000.00	\$ 193.77	\$ 193.77	\$ 500.00	\$ 500.00	\$ 100.00	\$ 100.00
34	ALT B	Remove and Reset Fence	200	LF	\$ 25.00	\$ 5,000.00	\$ 39.48	\$ 7,896.00	\$ 63.00	\$ 12,600.00	\$ 50.00	\$ 10,000.00

SCHEDULE A - TOTAL		\$ 363,650.00
SCHEDULE B - TOTAL		\$ 53,000.00
SCHEDULE ALT B - TOTAL		\$ 6,000.00
BID PREFERENCE 1: SCHEDULE A BASE BID AND SCHEDULE B		\$ 388,650.00
BID PREFERENCE 2: SCHEDULE A BASE BID AND ALTERNATIVE SCHEDULE B		\$ 389,650.00
BID PREFERENCE 3: SCHEDULE A BASE BID		\$ 363,650.00

ENGINEER'S REPORT		ADDITIONAL BID TOTALS	
BIDDER		BID TOTAL	
Allstar Construction Group Inc	\$ 394,724.67	Non-Responsive	
Cubert Construction Inc	\$ 28,616.77	Non-Responsive	
Northwest Striping & Sealing LLC	\$ 6,098.77	Non-Responsive	
ESF Development LLC	\$ 423,340.34	Non-Responsive	
	\$ 482,910.34	Non-Responsive	
	\$ 394,724.67	Non-Responsive	

Competitive bids were opened December 4, 2024. All bids have been reviewed by this office. We recommend the contract be awarded to: Cubert Construction Inc.

  
 Stephen S. Hazzard, PE  
 201 E. 1st St., Suite 200  
 Grandview, MO 64031  
 Date: 2024.12.16 13:30:20-0800

Project Engineer

Date



\*Bid results can be found at: hlaclm.com

\*Highlighted amounts have been corrected.

**RESOLUTION NO. 2025-\_\_\_**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
ACCEPTING THE BID FOR THE WINE COUNTRY ROAD SIDEWALK, PATHWAY,  
AND PARK AND RIDE IMPROVEMENTS AND AUTHORIZING THE MAYOR TO  
SIGN ALL CONTRACT DOCUMENTS WITH CULBERT CONSTRUCTION INC.**

**WHEREAS**, the City of Grandview has advertised for bids for the Wine Country Road Sidewalk, Pathway, and Park and Ride Improvements; and,

**WHEREAS**, Culbert Construction, Inc., of Pasco, 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 Culbert Construction, Inc., for the Wine Country Road Sidewalk, Pathway, and Park and Ride Improvements in the amount of \$394,724.57.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on \_\_\_\_\_, 2025.

**MAYOR**

\_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

**CITY CLERK**

**APPROVED AS TO FORM:**


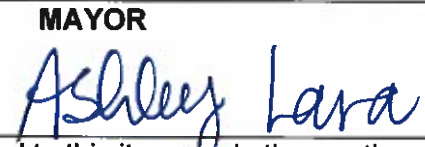
\_\_\_\_\_  
**CITY ATTORNEY**

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

<b>ITEM TITLE</b>	<b>AGENDA NO.:</b> New Business 4 (D)
Ordinance amending the City of Grandview 2025 Non-Union Salary Schedule to include the salaries for the Public Works Facilities Supervisor and Public Works Utilities Supervisor positions	<b>AGENDA DATE:</b> January 28, 2025
<b>DEPARTMENT</b>	<b>FUNDING CERTIFICATION (City Treasurer)</b> (If applicable)
Public Works Department	

**DEPARTMENT DIRECTOR REVIEW**

Shane Fisher, City Administrator

<b>CITY ADMINISTRATOR</b>	<b>MAYOR</b>
	

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

At the January 14, 2025 City Council meeting, Council approved Resolution No. 2025-02 establishing job descriptions for the Public Works Facilities Supervisor and Public Works Utilities Supervisor and setting forth procedures to establish the Public Works Facilities Supervisor and Public Works Utilities Supervisor salaries.

**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 2025 Non-Union Salary Schedule to include the salaries for the Public Works Facilities Supervisor and Public Works Utilities Supervisor positions.

**ACTION PROPOSED**

Move an ordinance amending the City of Grandview 2025 Non-Union Salary Schedule to include the salaries for the Public Works Facilities Supervisor and Public Works Utilities Supervisor positions to the January 28, 2025 regular Council meeting agenda for consideration.

**ORDINANCE NO. 2025-\_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,  
AMENDING THE CITY OF GRANDVIEW 2025 NON-UNION SALARY SCHEDULE  
TO INCLUDE THE SALARIES FOR THE PUBLIC WORKS FACILITIES  
SUPERVISOR AND PUBLIC WORKS UTILITIES SUPERVISOR POSITIONS**

**WHEREAS**, the City Council has established job descriptions for the Public Works Facilities Supervisor and Public Works Utilities Supervisor positions;

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

**SECTION 1:** The City of Grandview 2025 Non-Union Monthly Salary Schedule is hereby amended to include the salaries for the Public Works Facilities Supervisor and Public Works Utilities Supervisor positions 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 \_\_\_\_\_, 2025.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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

**PUBLISHED:**  
**EFFECTIVE:**


**EXHIBIT 1  
CITY OF GRANDVIEW  
2025 NON-UNION MONTHLY SALARY SCHEDULE**



<b>Position</b>	<b>Monthly Minimum</b>	<b>Monthly Maximum</b>
City Administrator	\$8,922	\$13,388
Police Chief	\$7,737	\$11,604
Fire Chief	\$7,737	\$11,604
Public Works Director	\$7,497	\$11,243
City Treasurer	\$7,282	\$11,085
City Clerk/Human Resource Assistant	\$6,917	\$10,374
Assistant Police Chief	\$6,776	\$10,159
Deputy Fire Chief	\$6,776	\$10,159
Public Works Facilities Supervisor	\$5,897	\$8,838
Public Works Utilities Supervisor	\$5,897	\$8,838
Wastewater Treatment Plant Supervisor	\$5,897	\$8,838
Fire Captain	\$5,694	\$8,541
Parks & Recreation Director	\$5,462	\$8,313
Public Works Foreman	\$4,797	\$7,196
Library Director	\$4,794	\$7,192
Public Works Assistant	\$3,993	\$5,991
Accounting Clerk	\$3,727	\$5,592
Utility Billing Clerk	\$3,520	\$5,358
Library Associate	\$3,351	\$5,102
Confidential Police Admin Clerk	\$3,192	\$4,858
Public Works Office Clerk	\$3,192	\$4,858
Receptionist	\$3,192	\$4,858

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

<b>ITEM TITLE</b>	<b>AGENDA NO.:</b> New Business 4 (E)
Resolution approving the Animal Sheltering Services Agreement between the City of Grandview and the Yakima Humane Society	<b>AGENDA DATE:</b> January 28, 2025
<b>DEPARTMENT</b>	<b>FUNDING CERTIFICATION (City Treasurer)</b> (If applicable)
Police Department	

**DEPARTMENT DIRECTOR REVIEW**

Kal Fuller, Police Chief 

<b>CITY ADMINISTRATOR</b>	<b>MAYOR</b>
	

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

The City of Grandview has Municipal Code Title 6 which covers Animals. Title 6 Chapter 4 covers Dogs and Chapter 6 addresses Dangerous Dogs. In years past, the City has contracted with the Yakima Humane Society for various services related to animal control and/or the housing of animals. In 2024, the City entered into an animal control agreement with the City of Sunnyside for animal control services. The City of Sunnyside is no longer able to fulfill the agreement and can provide neither animal control services (a dedicated employee) nor sheltering.

**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 addresses animal issues that involve life and/or safety situations with the public through the Police Department's normal case intake and officer response system. Non-life/safety related animal calls are handled as time and staffing permit, based on the priority level of the call.

In the enforcement of some life/safety related animal calls it is sometimes necessary to impound a dangerous animal. If an animal bites a person, it is suggested by the Department of Health that it be confined for ten (10) days. The City has no location to confine animals.

The Yakima Humane Society has proposed an agreement with the City to provide guaranteed sheltering services for up to four (4) animals per month for a monthly fee of \$1,000. In 2024, the City sheltered 34 animals with the Humane Society. An agreement with Yakima Humane Society will provide the City with the ability to adequately respond to those life/safety situations where an dog must be impounded.

**ACTION PROPOSED**

Move resolution approving the Animal Sheltering Services Agreement between the City of Grandview and the Yakima Humane Society to the January 28, 2025 regular Council meeting for consideration.

**RESOLUTION NO. 2025-\_\_\_\_\_**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
APPROVING THE ANIMAL SHELTERING SERVICES AGREEMENT BETWEEN THE  
CITY OF GRANDVIEW AND THE YAKIMA HUMANE SOCIETY**

**WHEREAS**, the City of Grandview and Yakima Humane Society have agreed upon the terms set forth in an Animal Sheltering Services Agreement; and,

**WHEREAS**, the City Council of the City of Grandview has determined that approving said Animal Sheltering Services Agreement is in the best interest of the residents of the City of Grandview, and will promote the general health, safety and welfare,

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

The Mayor is hereby authorized to enter into an Animal Sheltering Services Agreement with the Yakima Humane Society in the form attached hereto and incorporated herein by this reference.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on \_\_\_\_\_, 2025.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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

## **ANIMAL SHELTERING SERVICES AGREEMENT**

This agreement is made and entered into by and between the CITY OF GRANDVIEW, a Washington municipal corporation (hereinafter the "City") and the YAKIMA HUMANE SOCIETY, a non-profit corporation (hereinafter the Humane Society).

WHEREAS, the Humane Society operates an animal shelter to shelter dogs and cats impounded by the City's Officers; and

WHEREAS, the City of Grandview requires the use of an animal shelter to shelter animals impounded by the City's Officers; and

WHEREAS, the City has previously contracted with the Humane Society for the boarding of impounded animals and other services at the Humane Society's animal shelter; and

WHEREAS, the Humane Society is willing to continue providing said animal shelter services to the City in accordance with the terms and conditions of this Agreement; and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into a contract for continued animal shelter services in accordance with the terms and conditions of the attached agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, it is agreed by and between the City and the Humane Society as follows:

### **1. Animal Shelter Services**

a. **Impounded Animals.** On delivery by the City, the Humane Society shall board all animals impounded by the City's officers at its animal shelter located at 2405 West Birchfield Road. The Humane Society shall keep accurate records of all animals impounded by the City's officers that are delivered to its animal shelter. The Humane Society shall keep records of all animals impounded, the date delivered to the animal shelter, the number of days impounded, the date of release, and/or the date euthanized.

b. **Stray Animals.** The Humane Society shall keep accurate records of all stray animals picked up within the City limits and delivered to its animal shelter.

c. **Owner Surrendered Animals.** The Humane Society shall also keep accurate records on all owner-surrendered animals accepted at its animal shelter and originating within the City limits. Pets surrendered by owner must be processed directly to the Humane Society by shelter staff and will not be accept from city officers. The surrender fee will be the responsibility of the pets owner and not the city.

d. **Unclaimed Animals.** Unclaimed animals impounded by the City and delivered to the animal shelter shall become the property of the Humane Society. Dogs without any form of ID (License, ID Tag, Microchip etc.) will be held for three (3) days. Cats without any form of ID have no hold period. All animals with some form of ID (license, ID Tag, microchip etc.) will be held for five (5) days.



e. **Disposal of Dead Animals.** The Humane Society shall not receive or dispose of dead animals for the city.

f. **Redemption of Animals.** The owner of any redeemed animal shall be responsible for the YHS fees for such animal. The City shall not be responsible to the Humane Society for any fee in connection with a redeemed animal. The Humane Society shall not be responsible for the collection of any City fees or licensing requirements expected of the pet owner.

g. **Treatment of Animals.** The Humane Society shall, at all times, both during and after the impound period, treat animals delivered by the City to its animal shelter in a humane manner. The Humane Society may euthanize, in a humane manner, any animal delivered to its animal shelter by the City, which obviously has a contagious disease, is so injured that it cannot be helped with medical treatment or is otherwise unadoptable due to behavioral issues.

h. **Record Retention.** The records relating to this Agreement must be made available to the City. They must be produced to third parties, if required pursuant to the Washington State Public Records Act, Chapter 42.56 RCW, or by law. All records related to this Agreement must be retained by the Humane Society for a minimum of 6 years after the end date or termination of this Agreement. The records shall at all times be subject to inspection by and with the approval of the City, and will be provided to the City upon the city's request. This Section shall survive the termination of this Agreement.

i. **Maximum Number of Impounded and Stray Animals Per Month.** The City will be allotted a maximum of (4) four animals per month that can be dropped off at the Humane Society. In the event a maximum number is not reached in a given month, the excess amount cannot be carried over to the following month.

## **2. City Representative**

a. Upon delivery of impounded animals to the Humane Society animal shelter, a City Representative will complete a form provided by the Humane Society that describes the status of the animal, the location where the animal was picked up, the animal owner's name and contact information (if known), the required duration of the hold (if applicable), and other information deemed necessary by the Humane Society for animal intake.

b. The City will notify the Humane Society of hold extensions that are beyond the time determined at the time of delivery of the animal to the Humane Society animal shelter.

## **3. Consideration.**

Effective January 1, 2025, the City of Grandview will pay a flat fee of \$1,000 per month for the sheltering services provided by the Yakima Humane Society. Invoices over 30 days outstanding will be assessed a 3% late fee for each month outstanding.

4. **Term of Agreement.** The term of this agreement shall commence on January 1, 2025 and shall continue automatically for additional annual terms upon the same terms and conditions set forth herein, unless either party gives the other written notice.
5. **Status of Humane Society.** The Humane Society and the City understand and expressly agree that the Humane Society is an independent contractor in the performance of each and every part of this Agreement. The Humane Society and its employees shall make no claim of City employment nor shall claim against the City any related employment benefits, social security, and/or retirement.
6. **Taxes and Assessments.** The Humane Society shall be solely responsible for compensating its employees and for paying all related taxes, deductions, and assessments, including but not limited to, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement, the Humane Society shall pay the same before it becomes due.
7. **Nondiscrimination Provision.** During the performance of this Agreement, the Humane Society shall not discriminate in violation of any applicable federal, state and/or local law or regulation on the basis of age, sex, race, creed, religion, color, national origin, marital status, disability, honorably discharged veteran or military status, pregnancy, sexual orientation, and any other classification protected under federal, state, or local law. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, or termination, rates of pay or other forms of compensation, selection for training, and the provision of services under this Agreement.
8. **Compliance with Law.** The Humane Society agrees to perform all services under and pursuant to this Agreement in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, whether federal, state, local or otherwise.
9. **No Insurance.** It is understood that the City does not maintain liability insurance for the Humane Society and/or its employees.
10. **No Conflict of Interest.** The Humane Society represents that neither it nor its employees have any interest and shall not hereafter acquire an interest, direct or indirect, which would conflict in any manner of degree with the performance of this Agreement. The Humane Society further covenants that it will not hire anyone or any entity having such a conflict of interest during the performance of this Agreement.
11. **Indemnification and Hold Harmless.** The Humane Society agrees to protect, defend, indemnify, exonerate, and hold harmless the City, its elected and appointed officials, agents, officers, and employees (hereafter "parties protected") from (1) any and all

claims, demands, liens, lawsuits, administrative and other proceedings, and (2) any and all judgments, awards, losses, liabilities, damages (including punitive or exemplary damages), penalties, fines, costs and expenses (including legal fees, costs, and disbursements) for, and arising out of, or related to any actual or alleged death, injury, damage or destruction to any person or any property (including but not limited to any actual or alleged violations of civil rights) to the extent solely or concurrently caused by, arising out of, or related to any actual or alleged act, action, default, or omission (whether intentional, willful, reckless, negligent, inadvertent, or otherwise) resulting from, arising out of, or related to the Humane Society's provision of services, work or materials pursuant to this Agreement.

**12. Humane Society Insurance.**

- (a) **Commercial Liability.** On or before the date this Agreement is executed, the Humane Society shall provide the City with a certificate or insurance as proof of liability insurance in the amount of Two Million Dollars (\$2,000,000.00) that clearly states who the provider is, the amount of coverage, the policy number, and when the policy and the provisions provided are in effect (any statement in the certificate to the effect of "this certificate is issued as a matter of information only and covers no right upon the certificate holder" shall be deleted). Said policy shall be in effect for the duration of this Agreement. The policy shall name the City, its elected officials, officers, agents, and employees as additional insured's and shall contain a clause that the insurer will not cancel or change the insurance without first giving the City thirty (30) calendar days prior written notice (any language in the clause to the effect of "but failure to mail such notice shall impose no obligation or liability of any kind upon the company" shall be crossed out and initialed by the insurance agent). The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide and admitted in the State of Washington.
- (b) **Worker's Compensation.** The Humane Society agrees to pay all premiums provided for by the Worker's Compensation Act of the State of Washington. Evidence of the Humane Society's workers' compensation coverage will be furnished to the City. The Humane Society holds the City harmless for any injury or death to the Humane Society's employees while performing this Agreement.
- (c) **Umbrella policy.** The Humane Society shall provide the City with a certificate of insurance as proof of an umbrella insurance policy with a total minimum liability limit of One Million Dollars (\$1,000,000.00). The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall continue in effect for the duration of the Agreement. The policy shall name the City, its elected and appointed officials, officers, agents, employees, and volunteers as additional insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the City thirty (30) calendar days prior written notice (any language in the clause to the effect of "but failure to mail such notice shall impose no obligation or liability or any kind upon the company" shall be crossed out and initialed by the insurance agent). The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide and admitted in the State of Washington.

13. **Delegation of Services.** The services provided for herein shall be performed by the Humane Society, and no other person other than regular associates or employees of the Humane Society shall be engaged upon such work or services except upon written approval of City.
14. **Assignment.** This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by the Humane Society to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the Humane Society as stated herein.
15. **Severability.** If any portion of this Agreement is changed per mutual agreement or any portion is held invalid, the remainder of the Agreement shall remain in full force and effect.
16. **Integration.** This written document constitutes the entire agreement between the City and the Humane Society. No changes or additions to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and executed by both parties. This Agreement supersedes any and all previous agreements between the parties.
17. **Non-Waiver.** The Waiver by the Humane Society or the City of the breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by either party or prevent either party thereafter enforcing any such provision.
18. **Termination for Cause.** In the event that either party breaches or defaults with respect to any of its duties, obligations and conditions of this Agreement, the other party shall be entitled to terminate this Agreement by providing the breaching/defaulting party with a written termination notice thirty (30) calendar days in advance of the effective termination date. The notice shall describe how the other party is in breach/default of this Agreement. The breaching/defaulting party shall have the right to cure such breach/default during the thirty (30) day notice period.
19. **Modification or Termination of Agreement.** If either party desire to change/modify or terminate this Agreement, such party shall give written notice to the other (90) calendar days in advance of the effective modification/termination date.
20. **Feral Cats.** This contract does not include services for feral or community cats.
  - a. **Definition:** Feral are free roaming cats that are not owned and are unable to touch. Community cats are unowned cats that live outdoors in the community. They may be friendly but have no owners.

21. **Animal Drop-off Times:** There is no on-call service; meaning City Officers can drop off animals at the shelter between 8 AM-5 PM, seven days a week. Holiday drop off times are 8 AM-12 PM.
22. **Notices.** Unless stated otherwise here, all notices and demands shall be in writing and sent or hand-delivered to the parties to their addresses as follows:

TO CITY:

City of Grandview  
207 West 2<sup>nd</sup> St.  
Grandview, WA 98930

TO HUMANE SOCIETY:

Yakima Humane Society  
2405 W. Birchfield Road  
Yakima, WA 98901

or to other such addresses as the parties may hereafter designate in writing. Notice 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.

1. **Survival.** Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement shall survive the term or expiration of this Agreement and shall be binding on the parties to this Agreement.
2. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
3. **Venue.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Yakima County, Washington.

EXECUTED this 1st Day of January, 2025

CITY OF GRANDVIEW

By: \_\_\_\_\_

YAKIMA HUMANE SOCIETY

By:  \_\_\_\_\_  
Kelli Peal, Director of Shelter Operation

ATTEST:

By: \_\_\_\_\_

By:  \_\_\_\_\_

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

<b>ITEM TITLE</b>	<b>AGENDA NO.</b> New Business 4 (F)
Resolution authorizing the Mayor to sign a Public Defender Agreement for conflict indigent defense counsel with Garrison Law Offices, Inc., P.S.	<b>AGENDA DATE:</b> January 28, 2025
<b>DEPARTMENT</b>	<b>FUNDING CERTIFICATION (City Treasurer)</b> (If applicable)
City Attorney & City Clerk	

**DEPARTMENT HEAD REVIEW**

Anita Palacios, City Clerk (Municipal Court) 

<b>CITY ADMINISTRATOR</b>	<b>MAYOR</b>
	

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

The City contracts with Yakima County District Court for municipal court services. Under the terms of the contract, the City must provide indigent defense services to indigent defendants. In the event of a conflict with the current public defender, the City must also provide alternate counsel for indigent defendants.

**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.

Staff has re-negotiated contract terms with Garrison Law Offices, Inc., P.S., to provide conflict indigent defense counsel, see attached Public Defender Agreement. It would be in the best interest of the City to re-negotiate a contract with Garrison Law Offices, Inc., P.S., to provide conflict indigent defense counsel.

**ACTION PROPOSED**

Move a resolution authorizing the Mayor to sign a Public Defender Agreement for conflict indigent defense counsel with Garrison Law Offices, Inc., P.S., to the January 28, 2025 regular Council meeting for consideration.

**RESOLUTION NO. 2025-\_\_\_\_\_**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
AUTHORIZING THE MAYOR TO SIGN A PUBLIC DEFENDER AGREEMENT  
FOR CONFLICT INDIGENT DEFENSE COUNSEL WITH  
GARRISON LAW OFFICES, INC, P.S.**

**WHEREAS**, the City of Grandview contracts with the Yakima County District Court for municipal court services; and,

**WHEREAS**, under the terms of the Yakima County District Court contract, the City is to provide indigent defense services to indigent defendants; and,

**WHEREAS**, the City is also to provide alternate counsel for indigent defendants ("conflict counsel") should there be a conflict with the current public defender; and,

**WHEREAS**, the City of Grandview and Garrison Law Offices, Inc., P.S., have negotiated a contract for conflict indigent services commencing January 1, 2025 and expiring on December 31, 2025; and,

**WHEREAS**, the City Council of the City of Grandview finds it to be in the interest of the City of Grandview to enter into a contract with Garrison Law Offices, Inc., P.S., in the form attached hereto, for the provision of conflict indigent defense services;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRANDVIEW, WASHINGTON**, as follows:

The Mayor is hereby authorized to enter into a contract for conflict indigent defense services with Garrison Law Offices, Inc., P.S., in the form attached hereto and to take such other action as necessary to effectuate said contract.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on \_\_\_\_\_, 2025.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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

**CITY OF GRANDVIEW  
PUBLIC DEFENDER AGREEMENT**

THIS AGREEMENT, made and entered into this 7 day of **January 2025**, by and between Garrison Law Offices, Inc. P.S., hereinafter the "Public Defender", and the CITY OF GRANDVIEW, a municipal corporation, hereinafter referred to as the "City".

WHEREAS, the Public Defender is an attorney licensed to practice law in the State of Washington, with offices at 516 S. 7th Street, Sunnyside, WA, 98944; and

WHEREAS, the parties hereto are desirous of effectuating an agreement whereby the Public Defender will provide legal services for indigent defendants in the Grandview Municipal Court and its various departments; now, therefore,

IT IS HEREBY mutually agreed as follows:

1. **Duties.** The Public Defender shall provide high quality defense attorney services for indigent defendants charged with misdemeanor and gross misdemeanor allegations occurring within the City of Grandview and processed by the City of Grandview Municipal Court where the City's primary public defender has a conflict that prevents representation of the defendant or defendants.

2. **Public Defender Availability.** Public Defender must be available by telephone 24 hours a day, seven (7) days a week, for each week of the year in order to give legal advice to the client described in Section 1 herein during the course of representing said client.

3. **Administrative and Support Services.** Public Defender shall be responsible for administrative costs associated with providing legal representation. Such costs include, but are not limited to, travel (except mileage as set forth in Section 7), telephones, law library, electronic research, financial accounting, case management systems, computers, software, office space, supplies, training, meeting reporting requirements imposed by the City, the WSBA and the Washington Supreme Court, and other costs necessarily incurred in the day-to-day management of the contract. Public Defender shall maintain an office that accommodates confidential meetings with clients. Public Defender shall staff their office with an appropriate number of support staff and other support services, including a postal address and adequate telephone service to ensure prompt response to client contact. Public Defender shall maintain appropriate computer/word processing equipment in order to handle the paperwork generated by the contract case load as well as to comply with all reporting procedures.



4. **Insurance.** Without limiting the Public Defender's indemnification, it is agreed that the Public Defender shall maintain in force, at all times during the term of this Agreement, a policy or policies of insurance covering its operation as described below.

**A. General Liability Insurance**

The Public Defender shall maintain continuously public liability insurance with limits of liability not less than Two Hundred Fifty Thousand Dollars (\$250,000) for each occurrence, personal injury, and/or property damage liability.

The Public Defender shall provide a certificate of insurance or, upon written request of the City of Grandview, a duplicate of the policy as evidence of insurance protection. The Public Defender shall immediately notify the City of any communication with their insurance provider canceling or threatening to cancel insurance coverage under this provision.

**B. Professional Liability Insurance**

The Public Defender shall maintain or ensure that its professional employees maintain professional liability insurance for any and all acts which occur during the course of their employment with the Public Defender which constitute professional services in the performance of this Agreement. For purposes of this Agreement, professional services shall mean any services provided by a licensed professional.

Such professional liability insurance shall be maintained in an amount not less than Two Hundred Thousand Dollars (\$200,000) combined single limit per claim/aggregate. The Public Defender further agrees that it shall have sole and full responsibility for the payment of any funds where such payments are occasioned solely by the professional negligence of its professional employees and where such payments are not covered by any professional liability insurance, including but not limited to the amount of the deductible under the insurance policy. The Public Defender shall not be required to make any payments for professional liability, if such liability is occasioned by the sole negligence of the City. The Public Defender shall not be required to make payments other than its judicially determined percentage, for any professional liability which is determined by a court of competent jurisdiction to be the result of the comparative negligence of the Public Defender and the City.

Such insurance shall not be reduced or canceled without thirty (30) days' prior written notice to the City. If such insurance is obtained on a "claims made" basis, the Public Defender will continue to carry coverage for not less than three (3) years after expiration of this Agreement, and will provide a certificate in form and content satisfactory to the City demonstrating such continuing

coverage. The Public Defender shall provide certificates of insurance or, upon written request of the City, duplicates of the policies as evidence of insurance protection.

### **C. Workers' Compensation**

The Public Defender shall maintain Workers' Compensation coverage as required by law. The Public Defender shall provide a certificate of insurance or, upon written request of the City, a certified copy of the policy as evidence of insurance protection.

5. **Specific Duties.** The Public Defender shall provide services necessary or incidental to the performance of the work set forth in the PUBLIC DEFENDER - STATEMENT OF WORK - Exhibit A and consistent with CLIENT REPRESENTATION PRACTICE GUIDELINES- Exhibit B. The Public Defender acknowledges and agrees that the City may make changes to the specific duties of the Public Defender as necessary to maintain conformity with the Washington State Rules of Professional Conduct as well as case law and applicable court rules defining the duties of counsel and the rights of defendants in criminal cases. No such changes will be grounds for additional or revised compensation under this Agreement, unless the Public Defender demonstrates to the City's reasonable satisfaction that the change imposes an undue burden on the Public Defender's ability to provide the services required under this Agreement.

6. **Term and Renegotiation.** This Agreement shall commence on January 1, 2025, and expires on December 31, 2025.

7. **Compensation.** In return for the above-enumerated services, the Public Defender shall receive compensation in an amount of \$180.00 per hour plus mileage at the current I.R.S. rate, payable upon proper voucher for the same, submitted by the Public Defender and received by the City Clerk at City Hall, Grandview, Washington. Payment shall be sought and paid upon certification that the case has been resolved and closed. All payments shall be made to:

Garrison Law Offices, Inc. P.S.  
516 S. 7th Street  
Sunnyside, WA 98944

For purposes of compensation, case will be "resolved" and may be closed by Public Defender, and he may request to withdraw, after a finding of guilt in a pending criminal case, after the probation matter for which a hearing is currently set is resolved, or after the issues to be reviewed on a Deferred Prosecution or SOC have been decided.

8. **Client Transport.** Public Defender, or his employees or subcontractors, shall not transport clients by vehicle (personal or otherwise) while undertaking services pursuant to this Agreement. In the event Public Defender does transport clients during the course of representation as contemplated in this Agreement, Public Defender hereby agrees to release, indemnify, protect, defend and save harmless the City and its elected and appointed officials, employees, volunteers, and agents from all claims, actions, or damages of any kind and description which may occur to or be suffered by any person or persons, corporation, or property arising, directly or indirectly, out of such transport, caused or contributed thereto by the Public Defender or his employees or subcontractors.

9. **Expert Witnesses.** The City shall, in addition, compensate the Public Defender for all expert witness fees incurred by the Public Defender on behalf of indigent clients covered by this Agreement upon application and approval of the court.

10. **Costs and Fees Assessed Against Defendants.** Any and all payments for reimbursement of court-appointed attorney's fees, as ordered and assessed by the Grandview Municipal Court or other court having jurisdiction to hear a City case, shall be payable by defendant directly to the Grandview Municipal Court.

11. **Assignment.** The Public Defender shall not assign, transfer, or subcontract this Agreement without obtaining prior written approval from the City.

12. **Successors Bound.** Subject to the provisions of Section 11, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, and assigns.

13. **Ethic Compliance, Reports, and Training.** The Public Defender will provide the aforementioned services in conformity with all applicable Rules of Professional Conduct and will provide the Municipal Court and the City with any reports, fiscal or otherwise, which are reasonably required in the performance of the Municipal Court's and the City's responsibilities. The Public Defender agrees to attend training approved by the Washington Office of Public Defense at least once per calendar year, as the same may be required by RCW 10.101.050 and 10.101.060, as now exist or may be subsequently amended.

14. **Taxes and Assessments.** The Public Defender shall be solely responsible for compensating its employees and for paying all related taxes, deductions and assessments, including but not limited to, leasehold excise taxes, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event

the City is assessed a tax or assessment as a result of this Agreement, the Public Defender shall pay the same before it becomes due.

15. **Independent Contractor.** The parties agree that the Public Defender is an independent contractor with the responsibility and authority to control and direct the performance of the details of the work described herein in accordance with the terms and conditions of this Agreement. The implementation of contracted activities and the results to be achieved are solely the responsibility of the Public Defender. No agent, employee, subcontractor, or representative of the Public Defender shall be deemed to be an employee, agent, servant, or representative of the City or of the City of Grandview Municipal Court for any purpose, and the employees, agents, subcontractors, or representatives of the Public Defender are not entitled to any of the benefits the City provides for its employees. The Public Defender will be solely and entirely responsible for his acts and for the acts of his agents, employees, subcontractors, or otherwise, during the performance of this Agreement.

16. **Indemnity.** The Public Defender hereby agrees to release, indemnify, protect, defend and save harmless the City and its elected and appointed officials, employees, volunteers, and agents from all claims, actions, or damages of any kind and description which may occur to or be suffered by any person or persons, corporation, or property arising, directly or indirectly, out of the operation of this Agreement, caused or contributed thereto by the Public Defender or his employees or subcontractors. Provided, however, that nothing herein shall be deemed to require the Public Defender to indemnify the City or its elected or appointed officials, agents, volunteers, or employees for injury to persons, corporation, and/or property arising from the sole negligence of the City and its elected or appointed officials, employees, volunteers, and agents. In case of suit or action brought against the City and/or its elected or appointed officials, agents, volunteers, and employees for damages arising out of or by reason of any of the above-mentioned causes, the Public Defender agrees to pay all costs of defense, including reasonable attorney's fees and any judgment.

17. **Non discrimination.** The Public Defender shall not discriminate on the basis of race, creed, color, national origin, or physical, mental, or sensory handicap in the performance of this Agreement.

18. **Termination.** The City of Grandview may terminate this Agreement, with or without cause, upon ninety (90) days written notice sent by certified mail to the Public Defender at the address listed in this Agreement. The parties shall negotiate a reasonable fee for services to complete client representation which cannot be done through substituted counsel.

19. **Governing Law.** This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is mutually understood and agreed to by each party hereto that this Agreement

shall be governed by the laws of the State of Washington both as to interpretation and performances.

20. **Venue.** Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof, shall be instituted and maintained only in the Superior Court for Yakima County, Washington

21. **Integration.** It is understood and agreed that all understandings and agreements, whether written or oral, heretofore had between the parties hereto are merged in this Agreement, which alone fully and completely expresses their agreement, that neither party is relying upon any statement or representation not embodied in this Agreement, made by the other, and that this Agreement may not be changed except by an instrument in writing signed by both parties.

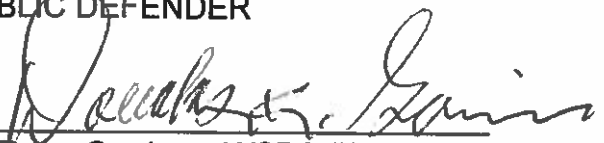
22. **Waiver of Breach.** A waiver by either party hereto of a breach of the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

DATED this \_\_\_\_ day of January, 2025.

CITY OF GRANDVIEW

PUBLIC DEFENDER

By: \_\_\_\_\_  
Ashley Lara, Mayor  
207 West Second Street  
Grandview, WA 98930

By:   
Doug Garrison, WSBA #30857  
516 S. 7th Street  
Sunnyside, WA 98944

ATTEST:

\_\_\_\_\_  
City Clerk

## EXHIBIT A

### PUBLIC DEFENSE STATEMENT OF WORK

1. **PUBLIC DEFENDER CONTRACTOR DUTIES AND RESPONSIBILITIES**
  - The Public Defender shall provide high quality indigent defense representation in the cases assigned to it by the Grandview Municipal Court. The representation shall be consistent with **EXHIBIT B, CLIENT REPRESENTATION PRACTICE GUIDELINES** as set forth below, and with the City's adopted standards for the delivery of public defense services. The representation shall be provided in a professional and skilled manner and shall be in compliance with the Washington State Rules of Professional Conduct as well as case law and applicable court rules defining the duties of counsel and the rights of defendants in criminal cases. The Public Defender's primary and most fundamental responsibility is to promote and protect the best interests of the client.
  
2. **TASKS** – The Public Defender shall perform the following tasks with regard to each case to which the Public Defender is appointed.
  - A. Maintain a law office with a suitable client interview facility. The Public Defender will provide adequate phone lines, computers, postage, office equipment, office supplies, office furniture and legal research tools to maintain a smooth-running and efficient law office.
  - B. Receive notices of appointment for indigent defendants. Set up and maintain files on each assigned defendant.
  - C. Establish and maintain client contact, keep the client informed of the progress of the case, and effectively provide legal advice to the client throughout the representation.
  - D. Timely interview defendants in custody anywhere in Yakima County.
  - E. Meet as appropriate with the Assigned Prosecutor to discuss pending matters.
  - F. Maintain continuity of representation at all stages of a case, including attendance at all first appearance proceedings, such as arraignments, for in-custody defendants. Except for illness, vacation or occasional conflicts, the assigned Public Defender shall appear at all Municipal Court hearings with their clients.

**3. COMPLAINTS**

- A. A method to respond promptly to indigent defendant client complaints shall be established by the Public Defender. If the attorney and client cannot resolve the complaint amicably, the attorney shall ask the court for permission to withdraw and substitute new counsel. The complaining client should be informed as to the disposition of his or her complaint within a reasonable period of time. If the client feels dissatisfied with the evaluation and response received, he or she should be advised of the right to complain to the Washington State Bar Association.
- B. The Public Defender shall notify the City and respond in writing to the City within seven (7) days of learning of any complaint against the Public Defender or against the City relating to the provision of indigent defense legal representation.
- C. The Public Defender shall immediately notify the City of Grandview in writing when it become aware that a complaint lodged with the Washington State Bar Association has resulted in reprimand, suspension, or disbarment.

## EXHIBIT B

### CLIENT REPRESENTATION PRACTICE GUIDELINES

Meet and communicate regularly with the client

- **Thoroughly explain to clients the constitutional, statutory and other rights that they have with regards to their case.**
- **Thoroughly explain to clients the elements of the offense(s) that the City must prove in order to obtain their conviction at a trial.**
- **Describe case procedures and timelines.**
- **Listen to client's questions and respond to them.**
- **Enable clients to candidly communicate with counsel.**
- **Facilitate agreements by realistically evaluating allegations and evidence with clients.**
- **Promptly communicate all offers of settlement.**

Prepare cases well

- **Conduct high quality, early case investigation.**
- **Conduct early case negotiations.**
- **Use discovery appropriately.**
- **Prepare for and participate in alternate resolution opportunities that may be available.**
- **Obtain experts and evaluators for cases involving disability, mental health, substance abuse or similar issues, when appropriate.**
- **Draft well-researched and written motions and other legal memoranda and other documents.**
- **Competently and aggressively litigate hearings and trials if no agreement is reached.**
- **Appear at all court hearings with clients.**

Ensure clients have adequate access to services, including court ordered treatment and/or counseling

- **Explain the importance of obtaining court ordered treatment and/or counseling services to clients.**
- **Develop a thorough knowledge of the resources available.**
- **Explore with clients ways to effectively participate in court ordered treatment and/or counseling.**
- **Ask clients for feedback if obstacles prevent or impede their participation, and follow up with the agency and in court when appropriate.**



- **In appropriate cases, encourage clients to obtain necessary evaluations and enroll in counseling and/or treatment even before ordered by the court to do so.**

Prevent continuances and delays within attorney's control


- **Treat all cases assigned to counsel with the highest priority.**
- **Avoid over scheduling whenever possible.**
- **Request continuances only if they are needed for substantive reasons.**

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

<b>ITEM TITLE</b>	<b>AGENDA NO.:</b> New Business 4 (G)
Resolution approving Task Order No. 2025-01 with HLA Engineering and Land Surveying, Inc., for the Bonnieview Road Water Main Looping	<b>AGENDA DATE:</b> January 28, 2025
<b>DEPARTMENT</b>	<b>FUNDING CERTIFICATION</b> (City Treasurer) (If applicable)
Public Works Department	N/A

**DEPARTMENT HEAD REVIEW**

Shane Fisher, City Administrator

<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)

Currently, the developer is constructing off-site infrastructure for the property that is North of Bonnieview Road and West of Elm Street. There is a 325' section of roadway on Bonnieview Road that is developed and would not be the responsibility of the developer. The City will pay for the construction of 325' of watermain and reconnect the homes that currently get their water from a 2" water pipe on Elm Street.

**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.

City staff requests to install approximately 325 linear feet of new water main, including service connections and repair and replacement of existing sidewalk as necessary to properly maintain and operate existing water main. Engineering design work will begin immediately following execution of this Task Order. Construction is anticipated to occur in 2025.

**ACTION PROPOSED**

Move a resolution approving Task Order No. 2025-01 with HLA Engineering and Land Surveying, Inc., for the Bonnieview Road Water Main Looping to the January 28, 2025 regular Council meeting for consideration.



**\* TRANSMITTAL \***

**Date:** January 14, 2025

**Project No.:** 25050E

**To:** City of Grandview  
207 W. Second Street  
Grandview, WA 98930

**Attention:** Shane Fisher  
City Administrator

**From:** Stephen S. Hazzard, PE

**Re:** Bonnieview Road Water Main Looping  
Task Order No. 2025-01

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**We are sending you the attached following items:**

Two (2) Original Task Order Agreements

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**Comment:**

Shane,

Upon review and approval, please have the Mayor sign the attached Task Order No. 2025-01 agreements for the Bonnieview Road Water Main Looping project. Keep one of the Task Orders for your records and return the other to our office.

We very much appreciate the opportunity to work for the City of Grandview. If you have any questions or need additional information, please contact me at (509) 966-7000 or [shazzard@hlacivil.com](mailto:shazzard@hlacivil.com).

Thank you.

Copy to: \_\_\_\_\_ Signed: 

**RESOLUTION NO. 2025-\_\_\_\_\_**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
APPROVING TASK ORDER NO. 2025-01 WITH HLA ENGINEERING AND  
LAND SURVEYING, INC., FOR THE BONNIEVIEW ROAD WATER MAIN LOOPING**

**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 Bonnieview Road Water Main Looping,

**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. 2025-01 with HLA Engineering and Land Surveying, Inc., for the Bonnieview Road Water Main Looping with an estimated fee for services in the amount of \$30,490 for design engineering and \$32,400 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 \_\_\_\_\_, 2025.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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

**TASK ORDER NO. 2025-01**

REGARDING GENERAL AGREEMENT BETWEEN CITY OF GRANDVIEW

AND

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

**PROJECT DESCRIPTION:**

**Bonnieview Road Water Main Looping**  
**HLA Project No. 25050E**

The City of Grandview (CITY) desires to install approximately 325 linear feet of new water main, including service connections and repair and replacement of existing sidewalk as necessary to properly maintain and operate existing water main. Engineering design work will begin immediately following execution of this Task Order. Construction is anticipated to occur in 2025.

**SCOPE OF SERVICES:**

At the direction of the CITY, HLA Engineering and Land Surveying (HLA), will provide professional engineering services for the Bonnieview Road Water Main Looping (PROJECT). HLA shall provide a comprehensive civil engineering construction document package (plans, specifications, and estimate) for the improvements. 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 one (1) kick-off meeting and one (1) design meeting with the CITY to obtain input regarding existing and proposed improvements.
- 1.5 Coordinate review and approvals with Williams Pipeline Company and Sunnyside Valley Irrigation District (SVID).
- 1.6 Notify private utilities of pending improvements.
- 1.7 Prepare preliminary 60% and 90% plans, specifications, and cost estimate of improvements for review and approval by the CITY.
- 1.8 Incorporate CITY review comments from each preliminary review step, and prepare final plans, specifications, and cost estimate.
- 1.9 Perform quality control and assurance review of all final documents.
- 1.10 Complete final engineering plans, specifications, and cost estimate and provide to CITY for final review and approval.

- 1.11 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.
- 1.12 Prepare advertisement for bids. Coordinate with CITY on number and location publications. All advertising fees to be paid by the CITY.
- 1.13 Post bid documents to HLA website and notify potential bidders, utility companies, and plan centers of PROJECT posting, and maintain planholder list.
- 1.14 Answer and supply information as requested by prospective bidders.
- 1.15 Prepare and issue addenda to contract documents, if necessary.
- 1.16 Attend the bid opening and participate in the evaluation process.
- 1.17 Prepare summary of bids received and review bidder's qualifications and responsiveness.
- 1.18 Make recommendation of award to the CITY for construction contract.

## **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 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 and attend construction meetings anticipated once per week during the duration of improvements.
- 2.17 Perform measurement and computation of pay items.
- 2.18 Prepare and provide monthly progress estimates to the CITY and recommend progress payments for the Contractor.
- 2.19 Prepare proposed contract change orders and/or force account computations as required.
- 2.20 Conduct final walkthrough inspection with the Contractor and CITY. Prepare and transmit punchlist to Contractor.
- 2.21 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.
- 2.22 Monitor the Contractor's compliance with state labor standards.
- 2.23 Prepare and submit recommendation of PROJECT acceptance.
- 2.24 Prepare and submit Notice of Completion of Public Works Contract (NOC). Monitor lien releases from state agencies.
- 2.25 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 all 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.

### **TIME OF PERFORMANCE:**

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

### **1.0 Design Engineering**

- 1.1 HLA will provide 60% draft plans for CITY review within sixty (60) working days from receipt of this signed Task Order.

- 1.2 HLA will provide 90% draft plans and cost estimate for CITY review within thirty (30) working days from receipt of CITY comments from 60% plans.
- 1.3 HLA will provide 100% draft plans and cost estimate for CITY review within ten (10) working days from receipt of CITY comments from 90% plans.
- 1.4 The bid advertisement will be scheduled for a Thursday publication in the Yakima Herald Republic.
- 1.5 The bid opening will be two (2) weeks following the bid advertisement.
- 1.6 A bid summary and recommendation of award will be prepared following the bid opening.
- 1.7 Following award concurrence by the CITY, contracts will be prepared and provided to the Contractor.

## **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 construction closeout.
- 2.2 A maximum of ten (10) 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 ten (10) 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 \$30,490.00.

## **2.0 Construction Engineering**

All work for construction engineering services shall be performed on a time-spent basis at the current hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses for the estimated maximum fee of \$32,400.00. 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.

Proposed:  \_\_\_\_\_ Date 1/14/2025  
HLA Engineering and Land Surveying, Inc.  
Michael T. Battle, PE, President

Approved: \_\_\_\_\_ Date \_\_\_\_\_  
City of Grandview  
Ashley Lara, Mayor

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

**ITEM TITLE**

Resolution accepting the Country Park Well –  
Drilling, Casing and Testing as complete

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

**AGENDA DATE:** January 28, 2025

**DEPARTMENT**

Public Works Department

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

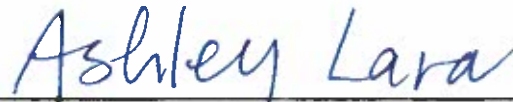
N/A

**DEPARTMENT DIRECTOR REVIEW**

Shane Fisher, City Administrator

**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.

Empire Well Drilling, LLC has completed the construction of the Country Park Well – Drilling, Casing and Testing. Staff recommends Council accept the project as complete once the requirements in the January 15, 2025 letter from HLA Engineering and Land Surveying, Inc., have been satisfied.

**ACTION PROPOSED**

Move a resolution accepting the Country Park Well – Drilling, Casing and Testing as complete to a regular Council meeting for consideration.

**Anita Palacios**

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**From:** Jennifer Davis <jdavis@hlcivil.com>  
**Sent:** Thursday, January 16, 2025 2:19 PM  
**To:** Shane Fisher  
**Cc:** Anita Palacios; Justin Bellamy; Angie Ringer; Taylor Denny  
**Subject:** 22149C - GV - Country Park Well - Drilling, Casing, and Testing - Project Acceptance Recommendation  
**Attachments:** 2025-01-15 - 22149C - Project Acceptance.pdf

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**CAUTION:** External Email

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Good afternoon Shane,

Please see the attached Project Acceptance recommendation for the above referenced project.

The following OneDrive link contains the Labor Documents and Final Contract Voucher Certification for this project. To obtain the files, simply click on the link and download and save the files to your network in a file location for this project. Please let us know if you need these files to be available longer than 30-days or if you encounter any issues with obtaining your documents through the links. We are happy to assist in any way you need.

[22149C - Final Project Documents](#)

Please let us know if you have any questions or if there's anything else we can provide.

Thank you,



**Jennifer Davis, Contract Administrator II**

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

2803 River Road, Yakima, WA 98902

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

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

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January 15, 2025

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

Attn: Shane Fisher  
City Administrator

Re: City of Grandview  
Country Park Well – Drilling, Casing, and Testing  
HLA Project No.: 22149C  
DWSRF Funding No.: DWL27055  
Project Acceptance

Dear Shane:

This letter serves as our recommendation for acceptance of this project by your City Council. We have reviewed the work performed by Empire Well Drilling, LLC 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.

The retainage on this project may be released to Empire Well Drilling, LLC after acceptance of the project, when lien releases have been received from Department of Revenue, Department of Labor and Industries, and Employment Security Department, and when the City has confirmed there are no liens on this project.

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

- 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:
  - Prime Contractor verifications.
  - Statement of Intent to Pay Prevailing Wages approved by the Washington State Department of Labor and Industries.
  - Certified Payroll Reports for the work performed by the Prime Contractor
  - 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 and release of Retainage.

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

Sincerely,



Digitally signed by Justin  
Bellamy  
Date: 2025.01.15  
15:43:43-08'00'

Justin L. Bellamy, PE

JLB/jld

Enclosures

Copy: Anita Palacios – City of Grandview  
Taylor Denny, Angie Ringer – HLA

**RESOLUTION NO. 2025-\_\_\_\_\_**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
ACCEPTING THE COUNTRY PARK WELL – DRILLING, CASING AND TESTING  
AS COMPLETE**

**WHEREAS**, the City contracted with Empire Well Drilling, LLC to perform work for the Country Park Well – Drilling, Casing and Testing; and,

**WHEREAS**, the City's Engineer has determined that the work performed by Empire Well Drilling, LLC 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 Country Park Well – Drilling, Casing and Testing as complete and authorizes staff to release the retainage to Empire Well Drilling, LLC once the conditions in the January 15, 2025 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 \_\_\_\_\_, 2025.

**MAYOR**

\_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

**CITY CLERK**

**APPROVED AS TO FORM:**

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