

**GRANDVIEW CITY COUNCIL
REGULAR 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.

REGULAR MEETING – 7:00 PM

PAGE

- 1. CALL TO ORDER & ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE** – Olivia Halderman, kindergartener at Harriet Thompson Elementary
- 3. APPROVE AGENDA**
- 4. PRESENTATIONS**
 - A. 2025 Proclamation – Grandview High School Career and Technical Education Month 1-2
- 5. PUBLIC COMMENT** – *The public may address the Council on any topic whether on the agenda or not, except those scheduled for public hearing. The public comment period is not an opportunity for dialogue with the Mayor and Councilmembers, or for posing questions with the expectation of an immediate answer. Many questions require an opportunity for information gathering and deliberation. For this reason, Council will accept comments, but will not directly respond to comments, questions or concerns during public comment. If you would like to address the Council, please step up to the microphone and give your name and address for the record. Your comments will be limited to three minutes.*
- 6. CONSENT AGENDA** – *Items on the Consent Agenda will be voted on together by the Council, unless a Councilmember requests that items be removed from the Consent Agenda and discussed and voted upon separately. An item removed from the Consent Agenda will be placed under Unfinished and New Business.*
 - A. Minutes of the January 14, 2025 Committee-of-the-Whole meeting 3-8
 - B. Minutes of the January 14, 2025 Council meeting 9-11
 - C. Payroll Check Nos. 14232-14243 in the amount of \$97,459.11
 - D. Payroll Electronic Fund Transfers (EFT) Nos. 61511-61515 in the amount of \$97,371.59
 - E. Payroll Direct Deposit 01/01/25-01/15/25 in the amount of \$143,715.55
 - F. Claim Check Nos. 130489-130583 in the amount of \$708,677.66
- 7. ACTIVE AGENDA** – *Items discussed at the 6:00 pm Committee-of-the-Whole meeting of an urgent or time sensitive nature may be added to the active agenda pursuant to City Council Procedures Manual Section 3.18(c).*
 - A. Resolution No. 2025-03 authorizing the Mayor to sign an Industrial Wastewater User Contract Amendment with Welch Foods, Inc. 12-14
 - B. Resolution No. 2025-04 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 15-17

	<u>PAGE</u>
C. Resolution No. 2025-05 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	18-20
D. Resolution No. 2025-06 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.	21
E. Ordinance No. 2025-01 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	22-23
F. Resolution No. 2025-07 approving the Animal Sheltering Services Agreement between the City of Grandview and the Yakima Humane Society	24-30
G. Resolution No. 2025-08 authorizing the Mayor to sign a Public Defender Agreement for conflict indigent defense counsel with Garrison Law Offices, Inc., P.S.	31-41
H. Resolution No. 2025-09 approving Task Order No. 2025-01 with HLA Engineering and Land Surveying, Inc., for the Bonnieview Road Water Main Looping	42-47
8. UNFINISHED AND NEW BUSINESS	
9. CITY ADMINISTRATOR AND/OR STAFF REPORTS	
10. MAYOR & COUNCILMEMBER REPORTS	
11. ADJOURNMENT	

The City of Grandview Committee-of-the-Whole and Regular Council Meetings scheduled for Tuesday, 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

Anita Palacios

From: Charvet, Mackenzie M. <mmcharvet@gsd200.org>
Sent: Wednesday, January 15, 2025 4:36 PM
To: Anita Palacios
Cc: Palmer, Betty D
Subject: DECA Presentation

CAUTION: External Email

Hello Anita,

The Grandview DECA officers would like to request an opportunity to present their past, current, and future projects and events to the City Council. We would appreciate the chance to do so at the meeting scheduled for Tuesday, January 28th. Additionally, we kindly request that Mayor Ashley declare February as Career and Technical Education (CTE) Month in recognition of its importance to our community and students.

If January 28th is not feasible, please let us know an alternative date that would work for the presentation.

Thank you for your time and consideration. We look forward to your response.

Sincerely,

*Mackenzie Charvet
Marketing Teacher GHS
DECA Advisor
509-882-8797
GSD #1697*





**2025 PROCLAMATION
GRANDVIEW HIGH SCHOOL
CAREER AND TECHNICAL EDUCATION**

WHEREAS, February 2025 has been designated Career and Technical Education Month by the Association for Career and Technical Education (ACTE); and

WHEREAS, profound economic and technological changes in our society are rapidly reflected in the structure and nature of work, placing new and additional responsibilities on our educational system; and

WHEREAS, Career and Technical Education provides Americans with a school-to-careers connection and is the backbone of a strong, well educated work force, which fosters productivity in business and industry and contributes to America's leadership in the international marketplace; and

WHEREAS, Career and Technical Education gives high school students the opportunity to take advantage of a rigorous program of study that includes applicable academic and technical courses and experiences to provide students with a pathway, motivating them to graduate and leave school both college and career ready; and

WHEREAS, Career and Technical Education offers individuals lifelong opportunities to learn new skills, which provide them with career choices and potential satisfaction; and

WHEREAS, the ever-increasing cooperative efforts of Career and Technical educators, businesses and industry stimulate the growth and vitality of our local economy and that of the entire nation by preparing graduates for career fields forecasted to experience the largest and fastest growth in the next decade.

NOW THEREFORE, BE IT RESOLVED that the Mayor and City Council of the City of Grandview, Washington, proclaim February 2025 as Career and Technical Education month in the City of Grandview and urge all citizens to become familiar with the services and benefits offered by the Career and Technical Education programs in this community and to support and participate in these programs to enhance their individual work skills and productivity.

Dated this 28th day of January, 2025

Mayor Ashley Lara

**GRANDVIEW CITY COUNCIL
COMMITTEE-OF-THE-WHOLE MEETING MINUTES
JANUARY 14, 2025**

1. CALL TO ORDER

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

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

2. ROLL CALL

Present in person: Councilmember David Diaz, Laura Flores, Bill Moore (Mayor Pro Tem), Robert Ozuna, Javier Rodriguez and Joan Souders (6:05 p.m.)

Present via teleconference: None

Absent: Mayor Ashley Lara and Councilmember Steve Barrientes

Staff present: City Administrator Shane Fisher, City Attorney Quinn Plant and City Clerk Anita Palacios

3. PUBLIC COMMENT

Ray Vining, 1430 Wilson Highway, Grandview, Washington, expressed concern with the lack of sidewalk on Wilson Highway between Jackson Street and Deangela Drive, comments attached.

4. NEW BUSINESS

A. Resolution authorizing the Mayor to sign an Industrial Wastewater User Contract Amendment with Welch Foods, Inc.

City Administrator Fisher explained that Grandview Municipal Code Section 13.12.130 requires an Industrial Wastewater User Contract for each large industrial user. The contract includes a Schedule "A" attachment that identifies maximum loading limits for flow, BOD and TSS. The code also allows a one year trial period in order for the new industry to finalize their loading limits before the contract was formally approved by Council. The one year trial period allows a new industry to work through the growing stages without requiring the City to over allocate unused capacity. Welch Foods, Inc., has undergone a major facility upgrade to include combining Plant 1 and Plant 2 discharge points for BOD, TSS and flow to a single discharge point. The combination of the two discharge points does not change any of the monthly allocations to the Wastewater Treatment Plant as identified on Welch's previous Schedule A, however, the Department of Ecology requested a revised Schedule A now that the facility upgrades were complete.

Discussion took place.

On motion by Councilmember Ozuna, second by Councilmember Diaz, the C.O.W. moved a resolution authorizing the Mayor to sign an Industrial Wastewater User Contract Amendment with Welch Foods, Inc. to the January 28, 2025 regular Council meeting for consideration.

Vote:

- Councilmember Barrientes – Absent
- Councilmember Diaz – Yes
- Councilmember Flores – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

B. Resolution authorizing submission of a 2025 Congestion Mitigation & Air Quality and Carbon Reduction Program Application to the Yakima Valley Conference of Governments for funding to purchase a new street sweeper

City Administrator Fisher explained that on December 2, 2024, the Yakima Valley Conference of Governments announced the 2025 Congestion Mitigation & Air Quality and Carbon Reduction Program Call for Projects. The City wishes to submit a 2025 Congestion Mitigation & Air Quality and Carbon Reduction Program Application to the Yakima Valley Conference of Governments for funding to purchase a new street sweeper. HLA Engineering prepared an application for Council consideration and approval for submittal.

Discussion took place.

On motion by Councilmember Diaz, second by Councilmember Souders, the C.O.W. moved a resolution authorizing submission of a 2025 Congestion Mitigation & Air Quality and Carbon Reduction Program Application to the Yakima Valley Conference of Governments for funding to purchase a new street sweeper to the January 14, 2025 regular Council meeting for consideration.

Vote:

- Councilmember Barrientes – Absent
- Councilmember Diaz – Yes
- Councilmember Flores – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

C. Resolution 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's salaries

City Administrator Fisher explained that the Public Works Department needs to be reorganized because the current reporting structure was not sustainable for the department director. Currently, the Public Works Director position has eight (8) direct reports across all divisions. He proposed a new structure where the department director only has four (4) direct reports, which was the industry standard. The Assistant Public Works Director position would be retitled as the Public Works Facilities Supervisor, with a new job description. The Public Works Foreman position would be retitled as the Public Works Utilities Supervisor, with a new job description. Each of these new positions would have assigned staff to perform the work within each new division. The Public Works Facilities Supervisor would oversee all city facilities: parks, streets, buildings and structures. The Public Works Utilities Supervisor would oversee specific city utilities: water, garbage, irrigation and stormwater. Draft job descriptions for the Public Works Facilities Supervisor and Public Works Utilities Supervisor positions were created for consideration by the Mayor and Council for adoption.

Discussion took place.

On motion by Councilmember Diaz, second by Councilmember Souders, the C.O.W. moved a resolution 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's salaries to the January 14, 2025 regular Council meeting for consideration.

Vote:

- Councilmember Barrientes – Absent
- Councilmember Diaz – Yes
- Councilmember Flores – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

D. ARPA Project Update

City Administrator Fisher provided an update on the following ARPA projects:

Amphitheatre Events – Finn Styles Company was awarded the \$20,000 to put on two (2) events in 2025 at the Childress Amphitheater. Dates for the events have not been confirmed, but the theme for the spring event would be a BBQ Competition/ Cook-Off, and the second event would be the Dia de los Muertos celebration.

Skatepark – The City was under contract with American Ramp Company (ARC) to design a skatepark. A community survey was sent out and posted on social media to gather feedback from the community and the skaters on what they would like to see at the new skatepark. Once the feedback was tabulated, ARC would put together a few conceptual designs for the City to review and share with the community. A final design concept would be decided based on community feedback, and of course the costs of construction. That said, the City does not have a funding source in place to construct the skatepark.

Splash Pad – HLA was working on the splash pad design with plans to go to bid on the construction in late winter or early spring. The goal was to have it operational by this summer.

Lower Valley Pathway – The pathway project was substantially complete with a few small items that still need to be done this spring. The project was completed on time and under budget.

Sensory Playground – The sensory playground was ordered and should be delivered in the next month or so. The playground would be located at Dykstra Park on the West Fifth Street end of the park. This site was selected because of the proximity to the restrooms and the existing pathway serves as an ADA access to the playground area. This reduces costs significantly. We were waiting for a schedule from the installer on timing.

Pickleball Courts – The City constructed two (2) courts at Westside Park and two (2) courts at Eastside Park. The lines would be painted this spring when the weather warms up.

Childress Amphitheater – Equipment was ordered for the new sound system at Country Park. Avidex would begin installation on March 3, 2025 and should be completed by mid-March.

Marketing Materials – The City was under contract with Pixelsoft to create marketing brochures and flyers for future development of business and industries. They would be putting together information for the City to share with elected officials during the AWC City Action Days in February. They would also be editing the video on the City's website in the next few weeks.

5. CITY ADMINISTRATOR AND/OR STAFF REPORTS

Municipal Code Update – Staff was in the process of reviewing the Municipal Code editorial and legal analysis received from General Code. Staff recommendations for amendments and revisions to the code would be forthcoming to Council for consideration.

Destination Grandview Assessment – The Grandview Assessment Findings and Suggestions Report from the Roger Brooks presentation was received and distributed to the Mayor, Council and staff. Staff would review and provide recommendations to Council for consideration.

Public Works Director and WWTP Supervisor Vacant Positions – The vacant positions for Public Works Director and Wastewater Treatment Plant Supervisor were advertised with the deadline for application submittal on January 31st.

2025 Senate Capital Budget Local and Community Projects – The online project request form for 2025 Senate Capital Budget Local and Community Projects was received from Senator Curtis King's office. Requests must be completed and submitted by constituent applicants by February 21, 2025. The City would be requesting funds to construct a new Police Department.

Cemetery Improvements – The cemetery improvements were on hold until the cemetery could be identified as an open space in the upcoming comprehensive plan update.

6. MAYOR & COUNCILMEMBER REPORTS

City Action Days Legislative Dinner Meeting – Councilmember Ozuna reported that a dinner meeting was planned with Senator Curtis King, Senator Gloria Mendoza and Senator Deb Manjarrez during the City Action Days to discuss city priorities like funding for a new Police Department.

Council Retreat Dates – Councilmember Ozuna requested staff provide dates for a Council Retreat to discuss 2025 focus items and priorities.

7. ADJOURNMENT

On motion by Councilmember Souders, second by Councilmember Flores, the C.O.W. meeting adjourned at 6:55 p.m.

Mayor Pro Tem Bill Moore

Anita Palacios, City Clerk

**Dangerous situation on Wilson Highway
(in Grandview City)**



Between Jackson and Deangela there is no continuous sidewalk for pedestrian traffic.

The slope of the land is such as to force pedestrians into the road. As a matter of human nature they don't walk against the traffic. Most often pedestrians are not highly visible, often dressed in black with hoodies up.

On dark and rainy nights with water flowing down the road these poorly dressed pedestrians are walking in the middle of the lane with their backs to traffic.

What can you, the city council do to protect these citizens now?

1. Cause the east side of Wilson Highway to be graded to allow safe pedestrian traffic.
Perhaps lay gravel to help keep clothing clean.

Ray Vining, 1430 Wilson Highway, 509 439 3704

**GRANDVIEW CITY COUNCIL
REGULAR MEETING MINUTES
JANUARY 14, 2025**

1. CALL TO ORDER

Mayor Pro Tem Bill Moore called the regular meeting to order at 7:00 p.m. in the Council Chambers at City Hall.

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

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

Present via teleconference: None

Absent: Mayor Ashley Lara and Councilmember Steve Barrientes

On motion by Councilmember Ozuna, second by Councilmember Flores, Council excused Councilmember Steve Barrientes from the meeting.

Vote:

- Councilmember Barrientes – Absent
- Councilmember Diaz – Yes
- Councilmember Flores – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

Staff present: City Administrator Shane Fisher, City Attorney Quinn Plan and City Clerk Anita Palacios

2. PLEDGE OF ALLEGIANCE

Noah Jetke, 4th grader at McClure Elementary School, led the pledge of allegiance.

3. APPROVE AGENDA

On motion by Councilmember Rodriguez, second by Councilmember Souders, Council approved the January 14, 2025 regular meeting agenda as presented.

Vote:

- Councilmember Barrientes – Absent
- Councilmember Diaz – Yes
- Councilmember Flores – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes

- Councilmember Souders – Yes
- 4. **PRESENTATIONS** – None
- 5. **PUBLIC COMMENT** – None
- 6. **CONSENT AGENDA**

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

- A. Minutes of the December 10, 2024 Committee-of-the-Whole meeting
- B. Minutes of the December 10, 2024 Council meeting
- C. Payroll Check Nos. 14195-14207 in the amount of \$100,209.46
- D. Payroll Check Nos. 14208-14231 in the amount of \$63,406.25
- E. Payroll Electronic Fund Transfers (EFT) Nos. 61491-61495 in the amount of \$98,363.53
- F. Payroll Electronic Fund Transfers (EFT) Nos. 61498-61504 in the amount of \$143,422.88
- G. Payroll Direct Deposit 12/01/24-12/15/24 in the amount \$145,764.19
- H. Payroll Direct Deposit 12/16/24-12/31/24 in the amount of \$160,922.07
- I. Claim Check Nos. 130277-130488 in the amount of \$2,590,530.27

Vote:

- Councilmember Barrientes – Absent
- Councilmember Diaz – Yes
- Councilmember Flores – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

7. **ACTIVE AGENDA**

- A. **Resolution No. 2025-01 authorizing submission of a 2025 Congestion Mitigation & Air Quality and Carbon Reduction Program Application to the Yakima Valley Conference of Governments for funding to purchase a new street sweeper**

This item was previously discussed at the January 14, 2025 C.O.W. meeting.

On motion by Councilmember Ozuna, second by Councilmember Diaz, Council approved Resolution No. 2025-01 authorizing submission of a 2025 Congestion Mitigation & Air Quality and Carbon Reduction Program Application to the Yakima Valley Conference of Governments for funding to purchase a new street sweeper.

Vote:

- Councilmember Barrientes – Absent
- Councilmember Diaz – Yes

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

B. 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’s salaries

This item was previously discussed at the January 14, 2025 C.O.W. meeting.

On motion by Councilmember Ozuna, second by Councilmember Rodriguez, 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’s salaries.

Vote:

- Councilmember Barrientes – Absent
- Councilmember Diaz – Yes
- Councilmember Flores – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

8. **UNFINISHED AND NEW BUSINESS** – None
9. **CITY ADMINISTRATOR AND/OR STAFF REPORTS** – None
10. **MAYOR & COUNCILMEMBER REPORTS** – None
11. **ADJOURNMENT**

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

Mayor Pro Tem Bill Moore

Anita Palacios, City Clerk

RESOLUTION NO. 2025-03

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN AN INDUSTRIAL WASTEWATER USER
CONTRACT AMENDMENT WITH WELCH FOODS, INC.**

WHEREAS, the City of Grandview owns and operates sewer and wastewater treatment facilities (Facility) for the collection, treatment and disposal of municipal and industrial wastewater; and,

WHEREAS, the operation of this Facility is subject to the laws and regulations of the United States and of the State of Washington including, without limitation, laws and regulations relating to discharge of industrial wastewater as administered by the Washington State Department of Ecology (WSDOE), which issues permits to both the City and to the user; and,

WHEREAS, the capacity of the facility shall be defined by the WSDOE approved engineering report and as specified within the waste discharge permit issued to the City; and,

WHEREAS, a portion of the Facility capacity shall be allocated to an industrial user under contract; and,

WHEREAS, said industrial user shall be required to enter into a contract with the City of Grandview prior to discharge to the City wastewater treatment facility,

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

The Mayor is hereby authorized to sign an Industrial Wastewater User Contract Amendment with Welch Foods, Inc., for the discharge of industrial wastewater to the City of Grandview Wastewater Treatment Plant 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 January 28, 2025.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**CITY OF GRANDVIEW
Industrial Wastewater User Contract**

CONTRACT AMENDMENT

Contracted User: Welch Foods, Inc.

WHEREAS, the City of Grandview, a municipal corporation, has entered into an Industrial Wastewater User Contract with the above Contracted User; and

WHEREAS, Section 5.2 of the Industrial Wastewater User Contract provides for the allocation of a portion of the capacity of the City's wastewater treatment facilities to the Contracted User in accordance with Schedule "A" attached to the Contract; and

WHEREAS, the Contract allows for the adjustment of Contracted Capacity, and adjustments in capacity are reasonable based on additional information collected through metering and monitoring of the industrial discharges from the Contracted User.

NOW, THEREFORE, the parties agree to amend the Industrial User Contract as follows:

The Schedule "A" attached hereto shall replace the Schedule "A" included in the contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Amendment as of the day and year first above written.

CONTRACTED USER

CITY OF GRANDVIEW

Welch Foods, Inc.

Ashley Lara, Mayor

Name: _____

Title: _____

Date: _____

ATTEST:

Anita Palacios, City Clerk

Date: _____

Welch Foods, Inc
Current Industrial User Contract
Effective September 1, 2024

Maximum Monthly Allocations													
	Jan	Feb	March	April	May	June	July	August	Sept.	Oct.	Nov.	Dec	Annual
Contract Allocations													
Flow (MGD) (2)	0.710	0.714	0.845	0.867	0.645	0.667	0.549	0.323	1.167	1.613	0.567	0.645	0.751
Flow (1,000 gallons per month)	22,010	19,992	19,995	20,010	19,995	20,010	17,019	10,018	35,010	50,003	20,010	19,995	274,062
	Quarterly Total = 61,987		Quarterly Total = 60,015		Quarterly Total = 62,042		Quarterly Total = 80,008						
BOD (Pounds per day)	16,130	16,995	15,320	10,830	14,520	10,000	9,680	7,095	15,000	17,740	14,170	12,575	13,838
BOD (Pounds per month)	500,030	475,860	474,920	324,900	450,120	300,000	300,080	219,945	450,000	499,400	425,100	389,825	4,860,720
TSS (Pounds per day)	3,230	3,040	2,910	3,330	3,230	3,300	3,710	2,580	3,330	3,550	2,330	3,065	3,134
TSS (Pounds per month)	100,130	85,120	90,210	99,900	100,130	98,000	115,010	78,980	99,900	110,050	69,900	95,015	1,144,345

- 1.) The contractor user may exceed the monthly contract allocations so long as the quarterly amounts (3 months total) does not exceed the Quarterly Total amount listed
- 2.) The above allowable wastewater discharges are considered to be the maximum discharge for a month expressed in terms of gallons or pounds per day. They represent the average daily loading over the month based on available test data. They do not represent maximum daily discharge limits.
- 3.) The discharge of toxic substances as described in paragraph 6.4 of the contract, or harmful waste described in section 13.12.030 of the Grandview Municipal Code, is prohibited.

Requested by: Welch Foods Inc.
 Welch's Representative: Tom Brooke

Signature: Tom Brooke
 Date: Nov. 27, 2024

RESOLUTION NO. 2025-04

**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 January 28, 2025.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



WSDOT Contact: Kyle Cornwell
WSDOT E-mail: Kyle.Cornwell@wsdot.wa.gov
WSDOT Phone: 360-705-7704

Amendment

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

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.

Funds	Current Percentage	Prior Funds	Current Funds	Projected Funds	Total Funds
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
Total Project Cost	100%	-	464,514	-	464,514

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

RESOLUTION NO. 2025-05

**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 January 28, 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

RESOLUTION NO. 2025-06

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 January 28, 2025.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

ORDINANCE NO. 2025-01

**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 January 28, 2025.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLISHED: 01/29/2025
EFFECTIVE: 02/03/2025

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

Position	Monthly Minimum	Monthly Maximum
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

RESOLUTION NO. 2025-07

**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 January 28, 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 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.

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 preaching/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 preaching/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 2nd 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:  _____

RESOLUTION NO. 2025-08

**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 January 28, 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.

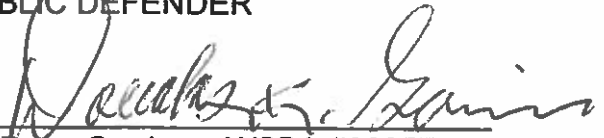
22. **Waiver of Breach.** A waiver by either party hereto of a breach of the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist 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.**

RESOLUTION NO. 2025-09

**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 January 28, 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:  1/14/2025
HLA Engineering and Land Surveying, Inc. Date
Michael T. Battle, PE, President

Approved: _____ Date _____
City of Grandview
Ashley Lara, Mayor