

**GRANDVIEW CITY COUNCIL  
REGULAR MEETING AGENDA  
TUESDAY, FEBRUARY 11, 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** – Aryannia Stake-Crowe, 2<sup>nd</sup> grader at Harriet Thompson Elementary
- 3. APPROVE AGENDA**
- 4. PRESENTATIONS**
- 5. PUBLIC COMMENT** – *The public may address the Council on any topic whether on the agenda or not, except those scheduled for public hearing. The public comment period is not an opportunity for dialogue with the Mayor and Councilmembers, or for posing questions with the expectation of an immediate answer. Many questions require an opportunity for information gathering and deliberation. For this reason, Council will accept comments, but will not directly respond to comments, questions or concerns during public comment. If you would like to address the Council, please step up to the microphone and give your name and address for the record. Your comments will be limited to three minutes.*
- 6. CONSENT AGENDA** – *Items on the Consent Agenda will be voted on together by the Council, unless a Councilmember requests that items be removed from the Consent Agenda and discussed and voted upon separately. An item removed from the Consent Agenda will be placed under Unfinished and New Business.*
  - A. Minutes of the January 28, 2025 Committee-of-the-Whole meeting 1-7
  - B. Minutes of the January 28, 2025 Council meeting 8-13
  - C. Payroll Check Nos. 14244-14266 in the amount of \$23,322.17
  - D. Payroll Electronic Fund Transfers (EFT) Nos. 61521-61527 in the amount of \$113,652.50
  - E. Payroll Direct Deposit 01/16/25-01/31/25 in the amount of \$165,926.25
  - F. Claim Check Nos. 130584-130690 in the amount of \$649,536.65
- 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. 2025-10 accepting the Country Park Well – Drilling, Casing and Testing as complete 14
  - B. Resolution No. 2025-11 authorizing the Mayor to sign Change Order No. 1 with C&E Trenching, LLC for the Grandview Stormwater Improvements 15-27
  - C. Resolution No. 2025-12 approving Amendment No. 1 to Task Order No. 2023-09 with HLA Engineering and Land Surveying, Inc., for the Grandview Stormwater Improvements 28-30

	<u>PAGE</u>
D. Resolution No. 2025-13 accepting the Mike Bren Park Restroom as complete	31
E. Resolution No. 2025-14 approving Task Order No. 2025-02 with HLA Engineering and Land Surveying, Inc., for the Dykstra Park Restroom Restoration	32-35
F. Resolution No. 2025-15 approving a Repayment Agreement with Grandview Truck Plaza, LLC and Malhiinvestment LLC for a loan through the Supporting Investment in Economic Diversification Fund	36-49
<b>8. UNFINISHED AND NEW BUSINESS</b>	
<b>9. CITY ADMINISTRATOR AND/OR STAFF REPORTS</b>	
<b>10. MAYOR &amp; COUNCILMEMBER REPORTS</b>	
<b>11. ADJOURNMENT</b>	

The City of Grandview Committee-of-the-Whole and Regular Council Meetings scheduled for Tuesday, February 11, 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/83839060984?pwd=1NqL6lJPbodukBFk1EiPurNiB9kdYy.1>

To join via phone: +1 253 215 8782

Meeting ID: 838 3906 0984

Passcode: 324659

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

**1. CALL TO ORDER**

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

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

**2. ROLL CALL**

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

Present via teleconference: Councilmember Steve Barrientes

Absent: None

Staff present: City Administrator Shane Fisher, City Attorney Quinn Plant, Police Chief Kal Fuller and City Clerk Anita Palacios

Also present was Stephen Hazzard, City Engineer with HLA Engineering and Surveying, Inc.

**3. PUBLIC COMMENT**

Alicia Fajardo with Mainstreet Grandview Association, provided an update on Mainstreet's designation efforts and upcoming events.

**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**

City Engineer Hazzard explained that 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. 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.

Discussion took place.

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

Vote:

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

**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**

City Engineer Hazzard explained that 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. 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 recommended 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.

Discussion took place.

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

Vote:

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

- Councilmember Souders – Yes

**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.**

City Engineer Hazzard explained that 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. 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.

Discussion took place.

**On motion by Councilmember Ozuna, second by Councilmember Souders, the C.O.W. moved a 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., to the January 28, 2025 regular Council meeting for consideration.**

Vote:

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

**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**

City Administrator Fisher explained that 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. He presented a 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.

Discussion took place.

**On motion by Councilmember Moore, second by Councilmember Diaz, the C.O.W. moved 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 for consideration.**

Vote:

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

**E. Resolution approving the Animal Sheltering Services Agreement between the City of Grandview and the Yakima Humane Society**

Police Chief Fuller explained that Grandview Municipal Code Title 6 Chapter 4 addresses Dogs and Chapter 6 addresses Dangerous Dogs. In years past, the City 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 was no longer able to fulfill the agreement and provide neither animal control services (a dedicated employee) nor sheltering. 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 were 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 was 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 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 would provide the City with the ability to adequately respond to those life/safety situations where an dog must be impounded.

Discussion took place.

**On motion by Councilmember Diaz, second by Councilmember Moore, the C.O.W. moved a 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.**

Vote:

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

**F. Resolution authorizing the Mayor to sign a Public Defender Agreement for conflict indigent defense counsel with Garrison Law Offices, Inc., P.S.**

City Clerk Palacios explained that 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. Staff re-negotiated contract terms with Garrison Law Offices, Inc., P.S., to provide conflict indigent defense counsel. It was 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.

Discussion took place.

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

Vote:

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

**G. Resolution approving Task Order No. 2025-01 with HLA Engineering and Land Surveying, Inc., for the Bonnieview Road Water Main Looping**

City Administrator Fisher explained that currently the developer was constructing off-site infrastructure for the property north of Bonnieview Road and west of Elm Street. There was a 325' section of roadway on Bonnieview Road that was developed and would not be the responsibility of the developer. The City would pay for the construction of 325' of watermain and reconnect the homes that currently receive their water from a 2" water pipe on Elm Street. City staff requested 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 would begin immediately following execution of this Task Order. Construction was anticipated to occur in 2025.

Discussion took place.

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



Vote:

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

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

City Administrator Fisher explained that Empire Well Drilling, LLC completed the construction of the Country Park Well – Drilling, Casing and Testing. Staff recommended Council accept the project as complete once the requirements in the January 15, 2025 letter from HLA Engineering and Land Surveying, Inc., were satisfied.

Discussion took place.

**On motion by Councilmember Rodriguez, second by Councilmember Ozuna, the C.O.W. moved a resolution accepting the Country Park Well – Drilling, Casing and Testing as complete to the February 11, 2025 regular Council meeting for consideration.**

Vote:

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

**5. CITY ADMINISTRATOR AND/OR STAFF REPORTS**

AWC City Action Days – The AWC City Action Days was scheduled for February 19-20, 2025. A delegation from the City of Grandview would be attending.

Council Retreat – The Council retreat was scheduled for Thursday, March 6, 2025 from 10:00 am to 12:00 pm at City Hall to revisit the retreat action items.

**6. MAYOR & COUNCILMEMBER REPORTS**

AWC City Action Days Legislative Dinner Meeting – Councilmember Ozuna reported that a dinner meeting was scheduled on February 19, 2025 with Senator Curtis King, Representative Gloria Mendoza and Representative Deb Manjarrez during the AWC City Action Days to discuss city priorities.

New Police Department – Councilmember Ozuna reported that a Zoom meeting was scheduled on February 4, 2025 at 10:00 am with U.S. Senator Patty Murray’s office to discuss funding for a new Police Department.

Yakima County Homeless Coalition – Councilmember Souders reported that she had been asked to serve on the Yakima County Homeless Coalition Executive Committee.

Mainstreet Grandview Association – Councilmember Flores asked if fellow Councilmembers were aware of grant funding opportunities for Grandview Mainstreet Association.

**7. ADJOURNMENT**

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

---

Mayor Ashley Lara

---

Anita Palacios, City Clerk

**GRANDVIEW CITY COUNCIL  
REGULAR MEETING MINUTES  
JANUARY 28, 2025**

**1. CALL TO ORDER**

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

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

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

Present via teleconference: Councilmember Steve Barrientes

Absent: None

Staff present: City Administrator Shane Fisher, City Attorney Quinn Plant, Police Chief Kal Fuller and City Clerk Anita Palacios

**2. PLEDGE OF ALLEGIANCE**

Emily Alvarez, GHS DECA President, led the pledge of allegiance.

**3. APPROVE AGENDA**

**On motion by Councilmember Moore, second by Councilmember Rodriguez, Council approved the January 28, 2025 regular meeting agenda as presented.**

Vote:

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

**4. PRESENTATIONS**

**A. 2025 Proclamation – Grandview High School Career and Technical Education Month**

Mayor Lara proclaimed February 2025 as Career and Technical Education month in the City of Grandview and urged 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.

**5. PUBLIC COMMENT**

Alicia Fajardo with Mainstreet Grandview Association, provided an update on Mainstreet's designation efforts and upcoming events.

Anailia Kollmar, 1901 Beacon Road, Grandview, WA, commented on the over population of cats and dogs in the City.

Wendy Rodriguez, 1861 South Euclid Road, Grandview, WA, requested that the City distribute information to the public regarding resources available in light of the recent immigration enforcement actions.

Alicia Fajardo, 1402 West Fifth Street, Grandview, WA, commented on the recent immigration enforcement actions.

**6. CONSENT AGENDA**

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

- A. Minutes of the January 14, 2025 Committee-of-the-Whole meeting**
- B. Minutes of the January 14, 2025 Council meeting**
- 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**

Vote:

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

**7. ACTIVE AGENDA**

- A. Resolution No. 2025-03 authorizing the Mayor to sign an Industrial Wastewater User Contract Amendment with Welch Foods, Inc.**

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

**On motion by Councilmember Moore, second by Councilmember Rodriguez, Council approved Resolution No. 2025-03 authorizing the Mayor to sign an Industrial Wastewater User Contract Amendment with Welch Foods, Inc.**

Vote:

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

**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**

This item was previously discussed at the January 28, 2025 C.O.W. meeting.

**On motion by Councilmember Rodriguez, second by Councilmember Diaz, Council approved 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.**

Vote:

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

**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**

This item was previously discussed at the January 28, 2025 C.O.W. meeting.

**On motion by Councilmember Moore, second by Councilmember Diaz, Council approved 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.**

Vote:

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

- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

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.**

This item was previously discussed at the January 28, 2025 C.O.W. meeting.

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

Vote:

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

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**

This item was previously discussed at the January 28, 2025 C.O.W. meeting.

**On motion by Councilmember Moore, second by Councilmember Diaz, Council approved 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.**

Vote:

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

**F. Resolution No. 2025-07 approving the Animal Sheltering Services Agreement between the City of Grandview and the Yakima Humane Society**

This item was previously discussed at the January 28, 2025 C.O.W. meeting.

On motion by Councilmember Ozuna, second by Councilmember Diaz, Council approved Resolution No. 2025-07 approving the Animal Sheltering Services Agreement between the City of Grandview and the Yakima Humane Society.

Vote:

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

**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.**

This item was previously discussed at the January 28, 2025 C.O.W. meeting.

On motion by Councilmember Diaz, second by Councilmember Ozuna, Council approved 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.

Vote:

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

**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**

This item was previously discussed at the January 28, 2025 C.O.W. meeting.

On motion by Councilmember Moore, second by Councilmember Rodriguez, Council approved Resolution No. 2025-09 approving Task Order No. 2025-01 with HLA Engineering and Land Surveying, Inc., for the Bonnieview Road Water Main Looping.

Vote:

- Councilmember Barrientes – Yes
- 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**

Public Comment Period During Council Meetings – Council discussed and agreed to review the rules and procedure for the public comment period during Council meetings at their upcoming Council retreat.

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

11. **ADJOURNMENT**

On motion by Councilmember Moore, second by Councilmember Diaz, the Council meeting adjourned at 7:50 p.m.

---

Mayor Ashley Lara

---

Anita Palacios, City Clerk



**RESOLUTION NO. 2025-10**

**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 February 11, 2025.

**MAYOR**

\_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

**CITY CLERK**

**APPROVED AS TO FORM:**

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

**RESOLUTION NO. 2025-11**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
AUTHORIZING THE MAYOR TO SIGN CHANGE ORDER NO. 1 WITH C&E  
TRENCHING, LLC FOR THE GRANDVIEW STORMWATER IMPROVEMENTS**

**WHEREAS**, the City of Grandview has contracted with C&E Trenching, LLC as the contractor for the Grandview Stormwater Improvements; and,

**WHEREAS**, Change Order No. 1 is to replace a portion of the force main and add 21 additional working days to the project; and,

**WHEREAS**, Change Order 1 will not exceed the funding agreement amount and no additional expense will be incurred by the City for Change Order 1,

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

The Mayor is hereby authorized to sign Change Order No. 1 with C&E Trenching, LLC for the Grandview Stormwater Improvements 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 February 11, 2025.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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



CHANGE ORDER NO. 1



DATE: January 13, 2025  
 PROJECT OWNER: City of Grandview  
 PROJECT NAME: Stormwater Improvements  
 FED. AID PROJECT NO.: WQC 2023-GRANDV-00123  
 HLA PROJECT NO.: 19175A-C  
 CONTRACTOR: C&E Trenching, LLC

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENT:

Original Contract Price (Including Applicable Sales Tax):	\$	907,776.72
Current Contract Price Adjusted by Previous Change Order(s) Including Applicable Sales Tax:	\$	907,776.72
Change in Contract Price Due to this Change Order (Including Applicable Sales Tax): \$32,181.78 plus 8.00% Sales Tax of \$2,574.54 = \$34,756.32 Total	\$	34,756.32
Adjusted Contract Price Including this Change Order (Including Applicable Sales Tax):	\$	942,533.04
Original Contract Working Days:		50
Current Contract Working Days Adjusted by Non-Working Days and/or Previous Change Order(s):		50
Change in Contract Working Days due to this Change Order:		21
Revised Contract Working Days:		71

CONTRACTOR: \_\_\_\_\_ Date: \_\_\_\_\_

ENGINEER: \_\_\_\_\_ Date: \_\_\_\_\_

OWNER: \_\_\_\_\_ Date: \_\_\_\_\_



CHANGE ORDER NO. 1



DATE: January 13, 2025  
 PROJECT OWNER: City of Grandview  
 PROJECT NAME: Stormwater Improvements  
 FED. AID PROJECT NO.: WQC 2023-GRANDV-00123  
 HLA PROJECT NO.: 19175A-C  
 CONTRACTOR: C&E Trenching, LLC

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	CHANGE AMOUNT
<b>CHANGE ORDER NO. 1</b>					
C01	Lower Force Main	FA	1	\$ 34,756.32	\$ 34,756.32
<b>CHANGE ORDER NO. 1 TOTAL:</b>					<b>\$ 34,756.32</b>

**CHANGE ORDER JUSTIFICATION:**

Change Order No. 1 is being executed to replace a portion of the force main and adding additional working days to the project.

Replace a portion of the force main with PVC pipe and install approximately 260 LF of force main at a deeper elevation than planned due to a conflict with the swale location. The cost associated with the change order was calculated utilizing the force account provisions of the contract.

21 days granted for the following:

- \* 5 days granted for work stoppage due to emergency sewer repair, mobilization, demobilization to the Grandview OIE (Welch) Sanitary Sewer Improvements project #23157C.
- \* 5 days for mobilization and demobilization to the Grandview OIE (Welch) Sanitary Sewer Improvements project #23157C.
- \* 7 days granted for lowering force main work on the retention pond located at the corner of Butternut & Pecan.
- \* 4 days granted for the Butternut & Pecan water main conflict in the swale.



CITY OF GRANDVIEW

PROJECT NAME: STORMWATER IMPROVEMENTS

HLA PROJECT NO.: 19175A-C

PRIME CONTRACTOR: C&E TRENCHING, LLC

**FORCE ACCOUNT SUMMARY**

DATE	COST	ACCUM TOTAL	CONTRACTOR	DESCRIPTION
<b>MINOR CHANGE BID ITEM No. 1</b>				
10/29/24	\$1,722.28	\$1,722.28	C&E TRENCHING, LLC	Butternut Rd, 22+16.3 11.6' RT. Repair unlocated water service line.
10/30/24	\$1,383.91	\$3,106.18	C&E TRENCHING, LLC	Butternut Rd/Pecan Rd. 21+94 19' RT. Materials for side sewer repair, attach to sewer main.
11/1/24	\$797.51	\$3,903.69	C&E TRENCHING, LLC	Butternut Rd 22+55 16.75' RT
11/5/24	\$4,444.05	\$8,347.74	C&E TRENCHING, LLC	21+00 Water line break, A/C line.
11/13/24	\$2,091.33	\$10,439.07	C&E TRENCHING, LLC	20+25. Extend existing drain pipe into drainage swale
11/22/24	\$1,252.10	\$11,691.17	C&E TRENCHING, LLC	21+00. Drain pond after the rain.
<b>CHANGE ORDER ITEMS FOR LOWER FORCE MAIN WORK - BID ITEM No. 31</b>				
11/7/24	\$694.70	\$694.70	C&E TRENCHING, LLC	21+00. Pot hole for force main.
11/18/24	\$2,979.27	\$3,673.97	C&E TRENCHING, LLC	Butternut Swale Lower existing force main.
11/19/24	\$12,610.67	\$16,284.64	C&E TRENCHING, LLC	Butternut Swale area Lower force main work.
11/20/24	\$15,897.14	\$32,181.78	C&E TRENCHING, LLC	Butternut Swale area Lower force main work.

**HLA ENGINEERING AND LAND SURVEYING, INC.**  
**FORCE ACCOUNT WORKSHEET**

DATE WORK PERFORMED: 11/7/2024

BID ITEM: CO1

SCHEDULE: A

CITY OF GRANDVIEW

PROJECT NAME: STORMWATER IMPROVEMENTS

HLA PROJECT NO. 19175A-C

PRIME CONTRACTOR: C&E TRENCHING, LLC

SUBCONTRACTOR: \_\_\_\_\_

DESCRIPTION / LOCATION OF 21+00.

WORK: Pot hole for force main.

**TIME WORKED RECORD (LABOR)**

LABOR EMPLOYEE NAME	JOB CLASSIFICATION	HOURS WORKED		WAGE RATES		TAXES	L & I	FRINGE	TOTAL
		REG.	O.T.	REG.	O.T.	14.550%	\$2.00	BENEFIT	WAGES
Ignacio Olivera	Foreman/Operator	3	0	\$ 69.71	\$ 104.57	\$ 30.43	\$ 6.00	\$ 9.00	\$ 272.56
Esteban Quiroz	General Laborer	3	0	\$ 39.72	\$ 59.58	\$ 17.34	\$ 6.00	\$ 8.00	\$ 166.50
Subtotal									\$ 439.06
Markup 31% (Includes WA State Paid Sick Leave)									\$ 136.11
<b>TOTAL LABOR</b>									<b>\$ 575.16</b>

EQUIP. NO. OR ID	EQUIPMENT DESCRIPTION	REGULAR HOURS	STANDBY HOURS	REGULAR RATE	STANDBY RATE	AMOUNT
8EX-13	2019 John Deere 50G Excavator	3	0	\$ 32.93	\$ 9.43	\$ 98.79
Subtotal						\$ 98.79
Markup 21%						\$ 20.75
<b>TOTAL EQUIPMENT</b>						<b>\$ 119.54</b>

DATE	INV. NO.	SUPPLIER	MATERIALS USED	QTY	UNIT	UNIT PRICE	AMOUNT
Subtotal							\$ -
Markup 21%							\$ -
Sales / Use Tax							\$ -
<b>TOTAL MATERIAL</b>							<b>\$ -</b>

SUBCONTRACTOR/INVOICE NO.	DESCRIPTION	AMOUNT

Notes:	<b>TOTAL WORK</b>	<b>\$ 694.70</b>
VERIFICATION OF HOURS WORKED: Certified Payroll Reports	<b>GRAND TOTAL</b>	<b>\$ 694.70</b>

CONTRACTOR REPRESENTATIVE	DATE	HLA REPRESENTATIVE	DATE
---------------------------	------	--------------------	------

**HLA ENGINEERING AND LAND SURVEYING, INC.**  
**FORCE ACCOUNT WORKSHEET**

DATE WORK PERFORMED: 11/18/2024

BID ITEM: CO1

SCHEDULE: A

CITY OF GRANDVIEW

PROJECT NAME: STORMWATER IMPROVEMENTS

HLA PROJECT NO. 19175A-C

PRIME CONTRACTOR: C&E TRENCHING, LLC

SUBCONTRACTOR: \_\_\_\_\_

DESCRIPTION / LOCATION OF Butternut Swale.

WORK: Lower existing force main.

**TIME WORKED RECORD (LABOR)**

LABOR EMPLOYEE NAME	JOB CLASSIFICATION	HOURS WORKED		WAGE RATES		TAXES	L & I	FRINGE	TOTAL
		REG.	O.T.	REG.	O.T.	14.650%	\$2.00	BENEFIT	WAGES
Ignacio Olivera	Foreman	5.5	0	\$ 39.72	\$ 59.58	\$ 31.79	\$ 11.00	\$ 8.00	\$ 305.25
Salvador Amezcua	Operator	5.5	0	\$ 72.02	\$ 108.03	\$ 57.63	\$ 11.00	\$ 9.00	\$ 514.24
Eladio Amezcua	General Laborer	5.5	0	\$ 71.31	\$ 106.97	\$ 57.07	\$ 11.00	\$ 8.00	\$ 504.27
Ruddy Villasenor	Truck Driver/General Laborer	5.5	0	\$ 66.26	\$ 99.39	\$ 53.02	\$ 11.00	\$ 9.00	\$ 477.95
Vince Martin	General Laborer	5.5	0	\$ 39.72	\$ 59.58	\$ 31.79	\$ 11.00	\$ 8.00	\$ 305.25
Subtotal									\$ 2,106.96
Markup 31% (Includes WA State Paid Sick Leave)									\$ 653.16
<b>TOTAL LABOR</b>									<b>\$ 2,760.12</b>

EQUIP. NO. OR ID	EQUIPMENT DESCRIPTION	REGULAR HOURS	STANDBY HOURS	REGULAR RATE	STANDBY RATE	AMOUNT
8EX-13	2019 John Deere 50G Excavator	5.5	0	\$ 32.93	\$ 9.43	\$ 181.12
Subtotal						\$ 181.12
Markup 21%						\$ 38.03
<b>TOTAL EQUIPMENT</b>						<b>\$ 219.15</b>

DATE	INV. NO.	SUPPLIER	MATERIALS USED	QTY	UNIT	UNIT PRICE	AMOUNT
Subtotal							\$ -
Markup 21%							\$ -
Sales / Use Tax							\$ -
<b>TOTAL MATERIAL</b>							<b>\$ -</b>

SUBCONTRACTOR/INVOICE NO.	DESCRIPTION	AMOUNT

Notes:	TOTAL WORK	\$ 2,979.27
VERIFICATION OF HOURS WORKED: Certified Payroll Reports	GRAND TOTAL	\$ 2,979.27

CONTRACTOR REPRESENTATIVE _____	DATE _____	HLA REPRESENTATIVE _____	DATE _____
---------------------------------	------------	--------------------------	------------







**H.D. FOWLER  
COMPANY**

REMIT: PO Box 84368, Seattle, WA 98124

Invoice  
Number **16876349**

PSWH

# 031031

Corporate Office  
3633 136th Pl SE, Ste 100, Bellevue, WA 98006  
PO Box 160, Bellevue, WA 98009-0160  
Phone 425-654-8800 \* Fax 425-641-8885

Pasco Branch  
1336 Dietrich Rd  
Pasco, WA 99301  
(509) 545-0255 Fax (509) 545-0299

To:		Ship to: HD Fowler Company - Pasco 1/1	
T-0 C & E TRENCHING LLC PO BOX 3788 PASCO WA 993023788		Pasco WA 99301	
Order#	Inv Date:	Order Writer:	
O8372031	11/11/24	RUBEN CANDANOZA	

Terms: NET 10TH PROX	Due: 12/10/24	PO/JOB: GRANDVIEW STORM
FOB: H. D. FOWLER	Ship Via: Will-Call Here (Order	GRANDVIEW STORM WJ24344

Line	Qty Ship'd	Qty BO'd	UoM	Part # Description	Unit Price	Extended Price	T X
1	180	0	FT	6" CL235 DR18 C900 GASKETED PVC PIPE 20' LENGTH	11.730	2111.40	
2	9	0	EA	6" RIEBERLOK SELF RESTRAINING SBR GASKET FOR C900 PVC PIPE NSF61 AND FM APPROVED WHITE	65.640	590.76	
3	2	0	EA	6" MACRO TWO-BOLT WIDE RANGE COUPLING 6.60 - 7.60 EPOXY L&C EPDM GASKET 304SS B&N HP (HIGH PERFORMANCE) ROMAC	400.380	800.76	
4	1	0	EA	6" MJ X MJ RESILIENT WEDGE GATE VALVE, AFC MODEL 2506, AWWA C515, LESS MJ ACC	1082.480	1082.48	
5	1	0	EA	18" VALVE BOX TOP 940B SLIP TYPE	76.100	76.10	
6	1	0	EA	LID FOR 940 VALVE BOX DEEP SKIRT MARKED "WATER"	19.980	19.98	
7	1	0	EA	36" VALVE BOX BASE	74.190	74.19	
8	8	0	EA	6" MJ 45 ELBOW DI, AWWA C153, C/L LESS ACCESSORIES (32 LBS)	115.510	924.08	
9	18	0	EA	6" MEGA LUG RET GLAND FOR PVC PAINTED RED #2006PV EBAA	47.570	856.26	
10	18	0	EA	6" GASKET AND T-BOLT SET FOR C153 MJ FITTINGS	26.400	475.20	

Sub total 7,011.21  
Freight 0.00  
Tax 0.00  
Grand Total **7,011.21**

Serving the Pacific Northwest since 1911  
www.hdfowler.com  
Terms & Conditions: hdfowler.com/tcs

**22**

**HLA ENGINEERING AND LAND SURVEYING, INC.**  
**FORCE ACCOUNT WORKSHEET**

DATE WORK PERFORMED: 11/20/2024

BID ITEM: CO1

SCHEDULE: A

CITY OF GRANDVIEW

PROJECT NAME: STORMWATER IMPROVEMENTS

HLA PROJECT NO. 19175A-C

PRIME CONTRACTOR: C&E TRENCHING, LLC

SUBCONTRACTOR: \_\_\_\_\_

DESCRIPTION / LOCATION OF WORK: Butternut Swale area.  
Lower force main work.

**TIME WORKED RECORD (LABOR)**

LABOR EMPLOYEE NAME	JOB CLASSIFICATION	HOURS WORKED		WAGE RATES		TAXES	L & I	FRINGE BENEFIT	TOTAL WAGES
		REG.	O.T.	REG.	O.T.	14.650%	\$2.00		
Ignacio Olivera	Foreman	7.75	0	\$ 39.72	\$ 59.58	\$ 44.79	\$ 15.50	\$ 8.00	\$ 430.12
Salvador Amezcua	Operator	8	0	\$ 72.02	\$ 108.03	\$ 83.83	\$ 16.00	\$ 9.00	\$ 747.99
Eladio Amezcua	General Laborer	8	0	\$ 39.72	\$ 59.58	\$ 46.23	\$ 16.00	\$ 8.00	\$ 443.99
Esteban Quiroz	General Laborer	7.75	0	\$ 39.72	\$ 59.58	\$ 44.79	\$ 15.50	\$ 8.00	\$ 430.12
Ruddy Villasenor	Truck Driver/General Laborer	7.75	0	\$ 39.72	\$ 59.58	\$ 44.79	\$ 15.50	\$ 8.00	\$ 430.12
Vince Martin	General Laborer	7.5	0	\$ 39.72	\$ 59.58	\$ 43.34	\$ 15.00	\$ 8.00	\$ 416.24
Subtotal									\$ 2,898.59
Markup 31% (Includes WA State Paid Sick Leave)									\$ 898.56
<b>TOTAL LABOR</b>									<b>\$ 3,797.15</b>

EQUIP. NO. OR ID	EQUIPMENT DESCRIPTION	REGULAR HOURS	STANDBY HOURS	REGULAR RATE	STANDBY RATE	AMOUNT
8EX-13	2019 John Deere 50G Excavator	4	0	\$ 32.93	\$ 9.43	\$ 131.72
Subtotal						\$ 131.72
Markup 21%						\$ 27.66
<b>TOTAL EQUIPMENT</b>						<b>\$ 159.38</b>

DATE	INV. NO.	SUPPLIER	MATERIALS USED	QTY	UNIT	UNIT PRICE	AMOUNT
11/12/2024	16877494	HD Fowler	Pond Liner (only used 1 roll)	1.00	EA	\$ 1,625.63	\$ 1,625.63
Subtotal							\$ 1,625.63
Markup 21%							\$ 341.38
<b>TOTAL MATERIAL</b>							<b>\$ 1,967.01</b>

SUBCONTRACTOR/INVOICE NO.	DESCRIPTION	AMOUNT
TTC Construction/1543	Vac Truck and Services	\$ 6,630.00
Ray's Twilight Septic Service/21382	Vac Truck and Services	\$ 2,275.00

Notes:		TOTAL WORK	\$ 14,828.64
VERIFICATION OF HOURS WORKED: Certified Payroll Reports		PRIME'S SUBCONTRACTOR 12% MARKUP	\$ 1,068.60
		<b>GRAND TOTAL</b>	<b>\$ 15,897.14</b>
_____ CONTRACTOR REPRESENTATIVE		_____ DATE	_____ HLA REPRESENTATIVE
		_____ DATE	_____ DATE



# H.D. FOWLER COMPANY

REMIT: PO Box 84368, Seattle, WA 98124

Invoice  
Number

## 16877494

PSWH

# 031031

Corporate Office  
3633 136th Pl SE, Ste 100, Bellevue, WA 98006  
PO Box 160, Bellevue, WA 98009-0160  
Phone 425-654-8800 \* Fax 425-641-8885

Pasco Branch  
1336 Dietrich Rd  
Pasco, WA 99301  
(509) 545-0255 Fax (509) 545-0299

To:		Ship to: OLD INLAND EMPIRE HWY & W 5TH 1/1	
T-0 C & E TRENCHING LLC PO BOX 3788 PASCO WA 993023788		GRANDVIEW WA 989309999	
Order#	Inv Date:	Order Writer:	
O8373637	11/12/24	RUBEN CANDANOZA	

Terms: NET 10TH PROX	Due: 12/10/24	PO/JOB: LINER
FOB: H. D. FOWLER COMPANY	Ship Via: SALESPERSON DELIVER	GRANDVIEW STORM WJ24344

Line	Qty Ship'd	Qty BO'd	UoM	Part # Description	Unit Price	Extended Price	T X
1	2	0	RL	45 MIL EPDM 15' X 100' POND LINER 1500' SQ FEET FISH FRIENDLY	1625.630	3251.26	
ONLY TO PAY FOR 1 LINER PER EJH.							
Sub total						3,251.26	
Freight						0.00	
Tax						0.00	
Grand Total						3,251.26	

WAYNE

Serving the Pacific Northwest since 1911  
www.hdfowler.com  
Terms & Conditions: hdfowler.com/tcs

3,251.26  
0.00  
0.00  
3,251.26

# 24

<b>TTC CONSTRUCTION</b>		<b>FORCE ACCOUNT #</b>		<b>DAILY REPORT OF FORCE ACCOUNT WORKED</b>						
<b>CONTRACT NAME / NUMBER:</b>		<b>C and E Trenching Grandview</b>								
<b>PROJECT No: 224TM026</b>			<b>Date: 09/26/2024 - 11/27/2024</b>		<b>Weekday:</b>					
<b>Bid Item Number and Description:</b>			<b>VAC</b>							
11/20/24 - VAC										
<b>Sub Contractor</b>										
<b>TIME WORKED RECORD</b>										
EMPLOYEE	Classification	HOURS WORKED		WAGE RATES			TAX RATE	L & I	FRINGE	TOTAL
		REGULAR	O.T.	REGULAR	O.T.	TOTAL	11.82%	\$1.41	AMOUNT	WAGES
Dustin Chard	Vac Prevail	6.00	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fernando Mendoz	Vac Prevail	9.00	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Kyle Bell	Vac Prevail	6.00	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal										\$ -
Markup 30%										\$ -
<b>TOTAL LABOR</b>										<b>\$ -</b>
<b>EQUIPMENT USED</b>										
EQUIP. NO.	Make	TYPE		MODEL	UNIT	Quantity	RATE	AMOUNT		
8VACTRL3		Travel			HR	3.00	\$ 200.00	\$ 600.00		
8VACTRL5		HXX VAC Truck			HR	18.00	\$ 335.00	\$ 6,030.00		
Subtotal										\$ 6,630.00
Markup 21%										
<b>TOTAL EQUIPMENT</b>										<b>\$ 6,630.00</b>
<b>Sub Contractor</b>										
Markup 0%										
<b>TOTAL SUBCONTRACTOR</b>										<b>\$ -</b>
<b>MATERIALS</b>										
INV. NO.	Vendor	Material			Unit	Quantity	Price	AMOUNT		
								\$ -		
								\$ -		
								\$ -		
								\$ -		
								\$ -		
								\$ -		
Subtotal										\$ -
Markup 15%										\$ -
<b>TOTAL MATERIAL</b>										<b>\$ -</b>
<b>TOTAL WORK</b>										<b>\$ 6,630.00</b>
Wash State Sales Tax 8.3%										
<b>GRAND TOTAL</b>										<b>\$ 6,630.00</b>
*** Acknowledge Hours Worked on Above Force Account ***										
Contractor Representative										
TTC Representative										

TTC Construction, INC  
12871 Summitview Rd  
Yakima, WA 98908

Invoice: 1543

(509) 457-3969

Sold  
to

C and E Trenching, LLC  
PO BOX 3788  
Pasco, WA 99302

Ship  
to

Grandview Trenching

Account  
CETRO1

P.O. Num

Ship Via

Ship Date

Terms  
Net 30

Invoice  
Date 11/29/24  
Page 1

Item

Quantity  
1

Description  
Grandview Vac. Please see attached

Unit  
Price  
6,630.00

Extended  
Price  
6,630.00\*

\* means item is non-taxable

Subtotal 6,630.00

Total \$6,630.00

26



PO Box 3788 | Pasco, WA 99302  
(509) 375-3333 | contact@twilightseptic.com | http://twilightseptic.com/

**RECIPIENT:**

**C & E Trenching**  
Grandview, Washington 98930

**Invoice #21362**

Issued 12/17/2024

Due 12/17/2024

**Total \$2,275.00**

**For Services Rendered**

Product/Service	Description	Qty.	Unit Price	Total
11/20/2024				
Mobilization	Travel Time	3	\$200.00	\$600.00
Vac Services		5	\$335.00	\$1,675.00

Thank you for your business. Please contact us with any questions regarding this invoice.

Subtotal	\$2,275.00
Tax Exempt (0.0%)	\$0.00
<b>Total</b>	<b>\$2,275.00</b>

**C & E Trenching**  
Grandview, Washington 98930

**For Services Rendered**

**Invoice #:** 21362  
**Due date:** 12/17/2024  
**Amount due:** \$2,275.00  
**Amount enclosed:** \_\_\_\_\_

Mail to:  
**Ray's Twilight**  
PO Box 3788  
Pasco, WA 99302

**RESOLUTION NO. 2025-12**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
APPROVING AMENDMENT NO. 1 TO TASK ORDER NO. 2023-09 WITH  
HLA ENGINEERING AND LAND SURVEYING, INC., FOR THE  
GRANDVIEW STORMWATER 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. 2023-68 on October 24, 2023 approving Task Order No. 2023-09 with HLA to provide professional engineering and land surveying services for the Grandview Stormwater Improvements; and

**WHEREAS**, Amendment No. 1 to Task Order No. 2023-09 provides additional construction management and inspection services through the duration of the contract due to the execution of Change Order 1 for 21 additional contract days for the replacement of a sanitary sewer force main, repair of water main, and de-mobilization and re-mobilization of the contractor to the project site,

**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. 2023-09 with HLA Engineering and Land Surveying, Inc., to provide construction management and inspection services for the Grandview Stormwater Improvements for the estimated maximum fee of \$144,000 plus the additional amount of \$46,200 for added services due to Change Order No. 1, for a total fee of \$190,200 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 February 11, 2025.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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

**AMENDMENT NO. 1**  
**TASK ORDER NO. 2023-09**

REGARDING GENERAL AGREEMENT BETWEEN CITY OF GRANDVIEW

AND

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

**PROJECT DESCRIPTION:**

**Grandview Stormwater Improvements - WQC-2023-Grandv-00123**  
**HLA Project No. 19175A-C**

The City of Grandview (CITY) has received FY 2023 Water Quality Combined Financial Assistance from the Washington State Department of Ecology (ECOLOGY) to improve stormwater conditions within the CITY. The project will design and construct three stormwater treatment facilities for known outfalls to remove untreated stormwater from the Sunnyside Valley Irrigation District's conveyance system. Funding for this project consists of \$1,074,995.00 ECOLOGY grant and \$189,705.00 City funds, for a total project cost of \$1,264,700.00.

**REASON FOR AMENDMENT NO. 1**

Additional construction engineering efforts, in the form of construction inspection and administration services, are necessary due to the addition of twenty-one (21) contract days for construction. These days are for the replacement of a sanitary sewer force main, repair of water main, and de-mobilization and re-mobilization of the contractor to the project site.

**SCOPE OF SERVICES:**

Amendment No. 1 shall not change Scope of Services.

**TIME OF PERFORMANCE:**

Amendment No. 1 revises 4.0 Construction Management as follows:

**4.0 Construction Management**

Construction management services shall begin upon construction contract award by the CITY and will extend through the completion of construction, and through notification to the CITY when retainage may be released. It is anticipated the physical construction will take fifty (50) working days, plus twenty-one (21) additional working days for Amendment No. 1, utilizing standard 40-hour work weeks. Amendment No. 1 is for the replacement of a sanitary sewer force main, repair of water main, and de-mobilization and re-mobilization of the contractor to the project site. Should the Contractor be granted time extensions for construction completion due to recognized delays, requested additional work, and/or change orders, construction management services beyond seventy-one (71) working days shall be billed as additional services, or Amendment No. 2 will be executed.



**FEE FOR SERVICES:**

Amendment No. 1 revises 4.0 Construction Management as follows:

**4.0 Construction Management**

All work for construction management shall be completed 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 fee of \$144,000.00, plus \$46,200 for Amendment No. 1. Per Amendment No. 1, the total fee for construction management shall be \$190,200. If the Contractor is granted additional working days beyond those identified in the Time of Performance, then construction management related to the granted additional working days shall be billed as Additional Services or Amendment No. 2 will be executed.

**Proposed:**

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

2/5/2025  
Date

**Approved:**

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

\_\_\_\_\_  
Date

**RESOLUTION NO. 2025-13**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
ACCEPTING THE MIKE BREN PARK RESTROOM AS COMPLETE**

**WHEREAS**, the City contracted with Kachemak Contractor, LLC to perform work for the Mike Bren Park Restroom; and,

**WHEREAS**, the City's Engineer has determined that the work performed by Kachemak Contractor, 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 Mike Bren Park Restroom as complete and authorizes staff to release the retainage to Kachemak Contractor, LLC once the conditions in the January 27, 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 February 11, 2025.

**MAYOR**

\_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

**CITY CLERK**

**APPROVED AS TO FORM:**

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

**RESOLUTION NO. 2025-14**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
APPROVING TASK ORDER NO. 2025-02 WITH HLA ENGINEERING AND  
LAND SURVEYING, INC., FOR THE DYKSTRA PARK RESTROOM RESTORATION**

**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 engineering services for the Dykstra Park Restroom Restoration,

**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. 2025-02 with HLA Engineering and Land Surveying, Inc., for the Dykstra Park Restroom Restoration with an estimated fee for services in the amount of \$20,000 for design 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 February 11, 2025.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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

**TASK ORDER NO. 2025-02**

REGARDING GENERAL AGREEMENT BETWEEN THE CITY OF GRANDVIEW

AND

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

**PROJECT DESCRIPTION:**

**Dykstra Park Restroom Restoration**  
**HLA Project No. 25062E**

The City of Grandview (CITY) plans to restore the existing public restroom facility within Dykstra Park utilizing funding received from the Recreation and Conservation Office (RCO). The CITY requested HLA Engineering and Land Surveying, Inc. (HLA), provide limited design plans, specifications, engineer's estimate, and bid package for the project in order to contract through the CITY's small works roster. Improvements will consist of a new sanitary side sewer connection, new roofing, replacement of interior plumbing and bathroom fixtures, electrical services, and lighting. Engineering design work will begin immediately following Task Order execution, with construction anticipated to occur during spring of 2025.

**SCOPE OF SERVICES:**

At the direction of the CITY, HLA shall provide professional engineering services for the Dykstra Park Restroom Restoration (PROJECT). HLA services shall include the following.

**1.0 Design Engineering**

- 1.1 Provide complete PROJECT management to deliver the PROJECT within mutually determined expectations.
- 1.2 Perform field investigations necessary to design the identified improvements, including photographs. No topographic survey is anticipated.
- 1.3 Attend meetings with the CITY to address technical aspects of the work related to scope, design, and schedule of the PROJECT. Up to two (2) meetings are anticipated.
- 1.4 Notify private utilities of pending improvements.
- 1.5 Perform quality control and assurance review of all final documents.
- 1.6 Incorporate CITY review comments and prepare final plans, specifications, and estimate for review and approval by CITY.
- 1.7 Prepare final engineer's construction cost estimate.
- 1.8 Provide final plans and specifications to the CITY in electronic format suitable for printing. 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.
- 1.9 Coordinate with CITY on list of potential small works roster contractors to request bids.
- 1.10 Provide electronic plans and specifications in PDF format to select bidders, per their request.
- 1.11 Answer and supply information as requested by prospective bidders.
- 1.12 Prepare and issue addenda to contract documents, if necessary.

- 1.13 Attend the bid opening and participate in the evaluation process.
- 1.14 Prepare a summary of the bids received and review the bidder's qualifications and responsiveness.
- 1.15 Make recommendation of award to the CITY for construction contract.

## **2.0 Construction Engineering**

If requested by the CITY, HLA will provide an amendment to this Task Order for construction engineering services.

## **3.0 Additional Services**

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

## **4.0 Items to be Furnished and Responsibility of the 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 government authorities for the PROJECT, and approvals and consents from other individuals as necessary for completion of the PROJECT.
- 4.5 Pay for advertising, notices, or other publications as may be required.
- 4.6 Pay for all necessary permits and testing fees not paid by the Contractor.
- 4.7 It is anticipated that CITY forces will paint the building exterior.

### **TIME OF PERFORMANCE:**

HLA will diligently pursue the completion of the PROJECT as follows:

## **1.0 Design Engineering**

- 1.1 HLA will provide draft plans, specifications, and cost estimate within twenty (20) working days of receiving executed Task Order from the CITY.
- 1.2 Final plans, specifications, and cost estimate will be provided within ten (10) working days of receiving CITY comments on draft plans, specifications, and estimate.

## **2.0 Construction Engineering**

If requested by the CITY, HLA will provide an amendment to this Task Order for construction engineering 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 SERVICES:**

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**

Design engineering services shall be performed for the lump sum fee of \$20,000.

**2.0 Construction Engineering**

If requested by the CITY, HLA will provide an amendment to this Task Order for construction engineering services.

**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 current 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.

Proposed:  1/31/2025  
HLA Engineering and Land Surveying, Inc. Date  
Michael T. Battle, PE, President

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

**RESOLUTION 2025-15**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
APPROVING A REPAYMENT AGREEMENT WITH GRANDVIEW TRUCK PLAZA,  
LLC AND MALHIINVESTMENT LLC FOR A LOAN THROUGH THE SUPPORTING  
INVESTMENT IN ECONOMIC DIVERSIFICATION FUND**

**WHEREAS**, Grandview Truck Plaza, LLC and Malhiinvestment LLC (collectively "Truck Plaza") own real property in the vicinity of Wine Country Road and Higgins Way that Truck Plaza seeks to develop for commercial use; and

**WHEREAS**, certain municipal infrastructure improvements are necessary to facilitate the development of the Truck Plaza property; and

**WHEREAS**, these municipal infrastructure improvements will facilitate development within the City in addition to the Truck Plaza property; and

**WHEREAS**, in order to fund said municipal infrastructure improvements, the City of Grandview has applied for funding from Yakima County in the amount of \$1,532,416.00 from the Supporting Investment in Economic Diversification ("SEID") fund, \$766,208.00 to be in the form of a loan and \$766,208.00 to be in the form of a grant; and

**WHEREAS**, the City desires to enter into a repayment agreement with Truck Plaza whereby will repay to Yakima County the SEID loan in the amount of \$766,208.00;

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

The Mayor is hereby authorized to sign a Repayment Agreement with Grandview Truck Plaza, LLC and Malhiinvestment LLC in the form as is attached hereto and incorporated by reference.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on February 11, 2025.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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

## REPAYMENT AGREEMENT

1. **PARTIES:** This Repayment Agreement dated \_\_\_\_\_, 2025, is made and executed between the CITY OF GRANDVIEW, a Washington municipal corporation (hereinafter referred to as “City”) and GRANDVIEW TRUCK PLAZA LLC, a Washington limited liability company, and MALHIINVESTMENT LLC, a Washington limited liability company (hereinafter referred to as “Truck Plaza” and “Malhiinvestment” respectively, and collectively as “Obligors”) and RAMANDEEP S. MALHI and MANJIT MALHI (hereinafter referred to individually and collectively as “Guarantors”).
  
2. **PURPOSE:** The purpose of this Agreement is to provide for repayment by Truck Plaza and Malhiinvestment to the City for city water, sewer and road improvements to be constructed which will serve and benefit property owned and to be developed by Truck Plaza and Malhiinvestment.
  
3. **RECITALS:**
  - A. Truck Plaza and Malhiinvestment are limited liability companies whose sole owner, member and manager is a guarantor, Ramandeep S. Malhi. His wife, Manjit Malhi, is also a guarantor.
  
  - B. Truck Plaza owns the following described property within the City:

Lot 1 of BINDING SITE PLAN, recorded under Auditor’s File No. 8173474, records of Yakima County, Washington.

Lot 4 of BINDING SITE PLAN, recorded under Auditor’s File No. 8176130, records of Yakima County, Washington.

(Assessor’s Parcel Nos. 230910-31401 and 230910-31404)

(hereinafter referred to as “Truck Plaza Property”).
  
  - C. Malhiinvestment owns the following described property within the City:

Remainder Parcel of BINDING SITE PLAN, recorded under Auditor’s File No. 8176130, records of Yakima County, Washington, described as follows:

A parcel of land located in a portion of Parcel A, according to the survey thereof, recorded under Auditor’s File No. 7887913, records of Yakima County, Washington, situated in a portion of the Northeast 1/4 of the Southwest 1/4 of Section 10, Township 9 North, Range 23, E.W.M, City of Grandview, Yakima County, Washington, more particularly described as follows:



Beginning at the Southeast corner of the Southwest 1/4 of said Section 10, from which an iron rebar marking the Southwest corner, of Section 10 bears North 89°54'53" West 2546.70 feet; thence along the East line of the Southwest 1/4 of said Section 10 and the centerline of Bethany Road, North 00°19'39" West, 888.32 feet to the North line of the South 888.30 feet of the Southeast 1/4 of the Southwest 1/4 of said Section 10; thence leaving the East line of the Southwest 1/4 of Section 10 and the centerline of said Bethany Road along the North line of the South 888.30 feet of the Southeast 1/4 of the Southwest 1/4 of said Section 10, North 89°54'53" West, 20.00 feet to the Westerly right-of-way line of said Bethany Road at a point 20.00 feet Westerly of the center line thereof when measured at right angles; thence along the Westerly right-of-way line of said Bethany Road North 00°19'39" West, 978.97 feet to the Northeast corner of Lot 3, BINDING SITE PLAN 8173474 (BSP 8173474), records of Yakima County, Washington and the true point of beginning of the parcel to be described; thence continuing along the Westerly right-of-way line of said Bethany Road, North 00°19'39" West, 624.68 feet; thence leaving the Westerly right-of-way line of said Bethany Road, Northwesterly along the arc of a 50.00 foot radius, tangent curve to the left (the radius of which bears South 89°40'21" West) through a central angle of 89°38'04" for an arc length of 78.22 feet (the long chord which bears North 45°08'40" West, 70.48 feet) to the Southerly right-of-way line of Higgins Way, said point being 44.00 feet Southerly of the centerline thereof, when measured at right angles; thence along the Southerly and Easterly right-of-way line of said Higgins Way, said point being 44.00 feet Southerly of the centerline thereof, when measured at right angles; thence along the Southerly and Easterly right-of-way line of said Higgins Way the following three courses; thence North 89°57'42" West, 63.70 feet; thence Southwesterly along the arc of a 156.00-foot radius, tangent curve to the left (the radius of which bears South 00°02'18" West) through a central angle of 65°32'06" for an arc length of 178.43 feet (the long chord which bears South 57°16'15" West, 168.88 feet); thence South 24°30'12" West, 644.14 feet; thence leaving the Easterly right-of-way line of said Higgins Way, North 89°40'21" East, 271.61 feet to the Northwest corner of said Lot 3; thence continuing, North 89°40'21" East, 254.84 feet to the Northeast corner of said Lot 3 and the true point of beginning and the end of this legal description.

(Assessor's Parcel Nos. 230910-31405)

(hereinafter referred to as "Malhiinvestment Property").

- D. Obligors intend to develop the Truck Plaza Property and Malhiinvestment Property as commercial property.
- E. A necessary prerequisite to Obligors developing the Truck Plaza Property and Malhiinvestment Property is construction and installation of city water, sewer and road to serve and benefit the Truck Plaza Property and Malhiinvestment Property (hereinafter referred to as "the Project").

- F. City has applied for funding from Yakima County, Washington (hereinafter referred to as “County”) for the amount of One Million Five Hundred Thirty Two Thousand Four Hundred Sixteen Dollars and Zero Cents (\$1,532,416.00) from the Supporting Investment in Economic Diversification fund (hereinafter referred to as “SIED”), Seven Hundred Sixty Six Thousand Two Hundred Eight Dollars and Zero Cents (\$766,208.00) to be in the form of a loan, and Seven Hundred Sixty Six Thousand Two Hundred Eight Dollars and Zero Cents (\$766,208.00) to be in the form of a grant, to fund the City’s completion of the Project.
- G. The City and County have entered into an agreement for the County to loan Seven Hundred Sixty Six Thousand Two Hundred Eight Dollars and Zero Cents (\$766,208.00) to the City, such amount to be repaid by the City as provided in such agreement. The agreement also provides for a grant to the City of Seven Hundred Sixty Six Thousand Two Hundred Eight Dollars and Zero Cents (\$766,208.00) for the Project. The agreement described in this recital is hereinafter referred to as “SIED Contract.”
- H. In consideration of the City’s completion of the Project, which will serve and benefit the Truck Plaza Property and Malhiinvestment Property, Obligors have agreed to repay to the City the loan from the County to the City in the amount of Seven Hundred Sixty Six Thousand Two Hundred Eight Dollars and Zero Cents (\$766,208.00) (hereinafter referred to as “Loan Funds”) at the same interest rate and upon the same payment terms as the loan by the County to the City.
- I. In order to secure the Obligors' obligation to repay to the City the Loan Funds, the Guarantors have agreed to guaranty repayment of the Loan Funds. To further secure Obligors' obligation to repay to the City the Loan Funds, Truck Plaza has agreed to grant the City a Deed of Trust in the Truck Plaza Property and Malhiinvestment has agreed to grant the City a Deed of Trust in the Malhiinvestment Property
- J. By action of the City’s Council, the City has approved this Agreement and authorized the Mayor to execute it for and on behalf of the City.

4. **AGREEMENT:**

- A. **Incorporation of Recitals.** The facts contained in Section 3, “RECITALS” of this Agreement are accurate and incorporated herein.
- B. **Representations and Warranties.** Obligors and Guarantors hereby represent and warrant as follows:

- (1) Organizations: Truck Plaza and Malhiinvestment are limited liability companies which are, and at all times shall be, duly organized, validly existing and in good standing under and by virtue of the laws of the State of Washington.
- (2) Authorization. The Obligors' and Guarantors' execution, delivery, and performance of this Agreement and all documents to be executed by them have been duly authorized by all necessary action by Obligors and Guarantors and do not conflict with, result in any violation of, or constitute a default under any provision of Obligors' articles or agreements related to the limited liability companies, any agreement or other instrument binding upon the Obligors or Guarantors, or any law, government regulation, court decree, or other order applicable to Obligors or Guarantors or to their properties.
- (3) Legal Effect. This Agreement and any instrument or agreement Obligors or Guarantors are required to give under this Agreement when delivered will constitute legal, valid and binding obligations of Obligors and/or Guarantors enforceable against Obligors and/or Guarantors in accordance with the respective terms of this Agreement and any other instruments or agreement required herein.
- (4) Properties. Except as contemplated by this Agreement or as previously disclosed by Obligors or Guarantors in writing to the City and accepted by the City and except for property tax liens for taxes not presently due and payable, Obligors own and have good title to all of the Obligors' properties free and clear of all liens and security instruments, and have not granted or executed any liens or security documents or financing statements relating to such properties. All of Obligors' properties are titled in Obligors' legal name, and Obligors have not used or filed a financing statement under any other name in the last five years.
- (5) Litigation Claims. No litigation, claim, investigation or administrative proceeding or similar action (including those for unpaid taxes) against Obligors or Guarantors is pending or threatened, and no other event has occurred which may materially adversely affect Obligors' or Guarantors' condition or properties, other than litigation, claims or events, if any, that have been disclosed to and acknowledged by the City in writing.
- (6) Lien Priority. Unless otherwise previously disclosed to City in writing, Obligors have not entered into or granted any mortgage, deed of trust or security agreements, or permitted the filing or attachment of any lien or security interest on or affecting any of the properties directly or indirectly securing repayment to the City, that would be prior or that may in any way be superior to the City's lien

or security interest and rights in and to collateral provided by the Obligor to secure Obligor's obligations to the City.

- (7) **Binding Effect.** This Agreement, the Promissory Note and Deed of Trust are binding upon the signors thereof as well as upon their successors, representatives and assignees, and are legally enforceable in accordance with their respective terms.

- C. **Repayment.** Obligor shall repay to the City the full amount of the Loan Funds for completion of the Project at the same interest rate and with the same terms of payment payable by the City to the County, which interest rate and payments are as follows:

REPAYMENT OF COUNTY LOAN—The City shall *repay* the County's loan of Seven Hundred Sixty Six Thousand Two Hundred Eight Dollars and Zero Cents (\$766,208.00) with interest on unpaid principal, at an annual per annum rate of 6.18%, which is the Yakima County Interfund Loan Rate. In the event the contract is executed after August 15, 2023, the parties agree to use the current yield on the date this contract is fully executed by both parties. Interest shall accrue from the date this contract is approved by the County.

Repayment of principal and interest shall be made in ten annual installments. The first payment shall be due on June 1, 2025, and annual payments thereafter shall be due on June 1 of each year with the final payment nevertheless due on June 1, 2034; Provided however, that the final installment may be in such greater or lesser amount as shall be required for full amortization of the repayment amount.

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

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

Concurrently with the execution of this Agreement by the parties, Obligor shall execute and deliver to the City a Promissory Note to evidence its repayment obligation to the City in the form attached hereto as Exhibit B and incorporated herein by reference (hereinafter referred to as "Promissory Note"). Obligor's obligation to repay the Loan Funds and the

Promissory Note described above shall be an unconditional obligation of Obligors to the City and shall not be conditional upon Obligors developing or otherwise improving the Truck Plaza Property or the Malhiinvestment Property.

- D. **Joint and Several Liability.** Obligors and Guarantors acknowledge and agree that they are jointly and severally liable for, and absolutely and unconditionally guarantee to the City, repayment of the full loan amount set forth in this Agreement and performance of all obligations set forth in this Agreement.
- E. **Individual Guaranty.** Concurrently with the execution of this Agreement, the Guarantors shall execute and deliver to the City an Individual Guaranty in the form attached hereto as **Exhibit C** (hereinafter referred to as “Guaranty”) and incorporated herein by reference to fully secure the Promissory Note.
- F. **Collateral.** Concurrently with the execution of this Agreement, Obligors shall execute and deliver to the City a Deed of Trust in the form attached hereto as **Exhibit D** and incorporated herein by reference to further secure repayment of the Loan Funds (hereinafter referred to as “Deed of Trust”) and the Promissory Note.
- G. **City’s Expenditures.** Obligors shall reimburse the City for any costs and expenses incurred by the City for appraisals, title searches, title insurance and reconveyance fees for the collateral securing Obligors’ obligation to repay Loan Funds and the Promissory Note and escrow and closing fees and costs related to securing signatures, notaries and recording of documents and instruments in escrow to accomplish the intents and purposes of this Agreement and any of its provisions. In addition, if any action or proceeding is commenced that would materially affect the City’s interest in the collateral or if the Obligors or Guarantors fail to comply with any provision of this Agreement, the Promissory Note, Guaranty or Deed of Trust, including but not limited to the Obligors’ and Guarantors’ failure to discharge or pay when due any amounts the Obligors or Guarantors are required to discharge or pay under this Agreement or under the Promissory Note, Guaranty or Deed of Trust, the City on the Obligors’ and Guarantors’ behalf may (but shall not be obligated to) take any action that the City deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances, and other claims, at any time levied or placed on any collateral and paying all costs for insuring, maintaining and preserving the collateral. All such expenditures incurred that are paid by the City for such purposes shall bear interest at the rate charged on the Promissory Note from the date incurred or paid by the City to the date of repayment by the Obligors or Guarantors. All such expenses will become a part of the indebtedness, and, as part of the indebtedness by Obligors to the City and, at the City’s option, will (1) be payable upon demand; (2) be added to the balance of the Promissory

Note and apportioned among and be payable with any installment payments that become due during either the term of any applicable insurance policy, or the remaining term of the Promissory Note; or (3) be treated as a balloon payment which will become due and payable at the Promissory Note's maturity.

- H. **Default.** Each of the following shall constitute an event of default under this Agreement:
- (1) **Payment Default.** Obligor fails to make any payment when due under the Promissory Note;
  - (2) **Other Defaults.** The Obligor or Guarantors fail to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in the Promissory Note, Guaranty or Deed of Trust or fail to comply with or perform any obligation, covenant or condition contained in any other agreement between the City and the Obligor and Guarantors.
  - (3) **Defective Collateralization.** This Agreement, the Promissory Note, Guaranty or Deed of Trust ceases to be in full force and effect (including failure of the Deed of Trust to create a valid and perfected security interest or lien at any time and for any reason).
  - (4) **Creditor of Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceedings, self help, repossession or any other method, by any creditor of Obligor or Guarantors or by any governmental agency against any collateral securing the Promissory Note. This includes a garnishment of any of the Obligor's or Guarantors' accounts. However, this event of default shall not apply if there is a good faith dispute by Obligor or Guarantors as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if the Obligor or Guarantors give the City written notice of the creditor or forfeiture proceeding and deposits with the City monies or a surety bond for the creditor or forfeiture proceedings, in an amount determined by the City, in its sole discretion, as being an adequate reserve or bond for the dispute.
  - (5) **Events Affecting Guarantors.** Any of the preceding events occurs with respect to the Guarantors of the Promissory Note or the Guarantors dispute the validity of, or liability under, any guaranty of the Promissory Note.
  - (6) **Events Affecting Members of the Obligor.** Any of the preceding events occurs with respect to any member of the Obligor.

- (7) **Insolvency.** The insolvency of any Obligors or the Guarantors, the appointment of a receiver for any part of the Obligors' property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against the Obligors or the Guarantors.
- (8) **Change in Ownership.** The resignation or expulsion of any member with an ownership interest of twenty-five percent (25%) or more in either of the Obligors.
- I. **Effect of an Event of Default.** If an event of default shall occur, except where otherwise provided in this Agreement, the Promissory Note, Guaranty or Deed of Trust, at the City's option, all amounts owed by the Obligors and the Guarantors to the City will become due and payable, all without notice of any kind to the Obligors or Guarantors. In addition, the City shall have all rights and remedies provided in the Promissory Note, Guaranty and Deed of Trust or available at law, in equity, or otherwise, except as may be prohibited by applicable law. All of the City's rights and remedies shall be cumulative and may be exercised singularly or concurrently. Election by the City to pursue any remedies shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of the Obligors shall not affect the City's right to declare a default and to exercise its rights and remedies.
- G. **Governing Law.** This Agreement will be governed by the laws of the State of Washington.
- K. **Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid or enforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified it shall be considered deleted from this Agreement. Unless otherwise provided by law, the illegality, invalidity or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.
- L. **Successors and Assigns.** All covenants and agreements by or on behalf of the Obligors and Guarantors contained in this Agreement, the Promissory Note, Guaranty or Deed of Trust shall bind the Obligors' and Guarantors' successors and assigns and shall inure to the benefit of the City and its successors and assigns. Obligors shall not, however, have the right to assign Obligors' rights under this Agreement or any interest herein, without the prior written consent of the City.

M. **Survival of Representations and Warranties.** Obligors and Guarantors understand and agree that in entering into this Agreement, the City is relying on all representations, warranties, and covenants made by the Obligors and Guarantors under this Agreement or in any certificate or other instrument delivered by the Obligors or Guarantors to the City under this Agreement, the Promissory Note, Guaranty or Deed of Trust. Obligors and Guarantors further agree that regardless of any investigation made by the City, all such representations, warranties and covenants shall survive the execution of this Agreement and delivery to the City of the Promissory Note, Guaranty and Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as all amounts due to the City under this Agreement and the Promissory Note, Guaranty and Deed of Trust have been paid in full.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year last written below.

CITY OF GRANDVIEW

GRANDVIEW TRUCK PLAZA LLC,  
a Washington limited liability company

\_\_\_\_\_  
ASHLEY LARA, Mayor

By: \_\_\_\_\_  
RAMANDEEP S. MALHI, Member/Manager

MALHIINVESTMENT LLC,  
a Washington limited liability company

By: \_\_\_\_\_  
RAMANDEEP S. MALHI, Member/Manager

Attest:

\_\_\_\_\_  
ANITA PALACIOS, City Clerk









Dated: 7/25/2023  
 Delivered: 7/25/2023

*Debt Service Schedule*  
 City of Grandview  
 Wine Country Rd & Higgins Way Improvements

1  
 SLA 30/360 YRLY 7/6  
 Simp Int

Period	Coupon Date	Int Calc Day Cnts	Principal Payment	Effective Coupon Rate	Interest Payment	Credit Enhancements	Periodic Debt Service	Outstanding Balance
2	6/1/2025	666/360	22,586.42	6.18000	87,600.56		110,186.98	743,621.58
3	6/1/2026	360/360	64,231.17	6.18000	45,955.81		110,186.98	679,390.41
4	6/1/2027	360/360	68,200.65	6.18000	41,986.33		110,186.98	611,189.76
5	6/1/2028	360/360	72,415.45	6.18000	37,771.53		110,186.98	538,774.31
6	6/1/2029	360/360	76,890.73	6.18000	33,296.25		110,186.98	461,883.58
7	6/1/2030	360/360	81,642.58	6.18000	28,544.40		110,186.98	380,241.00
8	6/1/2031	360/360	86,688.09	6.18000	23,498.89		110,186.98	293,552.91
9	6/1/2032	360/360	92,045.41	6.18000	18,141.57		110,186.98	201,507.50
10	6/1/2033	360/360	97,733.82	6.18000	12,453.16		110,186.98	103,773.68
11	6/1/2034	360/360	103,773.68	6.18000	6,413.21		110,186.89	0.00
10	Records =	10	\$766,208.00		\$335,661.71	\$0.00	\$1,101,869.71	

True Interest Cost (TIC) .....	6.1800000
Arbitrage Yield Limit (AYL) .....	0.0000000
Average Life .....	7.0887011

Face Value of Bond Issue .....	\$766,208.00
Accrued Interest (+) .....	\$0.00
Original Issue Premium/Discount (+) .....	\$0.00
Underwriter Discount (+) .....	\$0.00
Lump-sum credit enhancements (-) .....	\$0.00

Prepared by: Nicole  
 Prepared on: 7/21/2023 14:30 1699 Rpt 01j

:Mun-EaseElevateMainDb  
 YC-WCR-23-2023-A