

**GRANDVIEW CITY COUNCIL  
REGULAR MEETING AGENDA  
TUESDAY, FEBRUARY 25, 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**

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- 1. CALL TO ORDER & ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE – Naileah Sanchez, 1<sup>st</sup> grader at Smith 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 February 11, 2025 Committee-of-the-Whole meeting 1-5
  - B. Minutes of the February 11, 2025 Council meeting 6-12
  - C. Payroll Check Nos. 14267-14279 in the amount of \$98,585.20
  - D. Payroll Electronic Fund Transfers (EFT) Nos. 61531-61535 in the amount of \$93,303.53
  - E. Payroll Direct Deposit 02/01/25-02/15/25 in the amount of \$139,738.21
  - F. Claim Check Nos. 130691-130752 in the amount of \$617,930.53
- 7. ACTIVE AGENDA –** *Items discussed at the 6:00 pm Committee-of-the-Whole meeting of an urgent or time sensitive nature may be added to the active agenda pursuant to City Council Procedures Manual Section 3.18(c).*
  - A. Ordinance No. 2025-02 amending the 2025 Annual Budget 13-14
  - B. Resolution No. 2025-16 amending Section 27.04(B) of the Credit Card Use Policy within the City of Grandview Personnel Policy Manual to add the Mayor as an authorized user 15-16
  - C. Resolution No. 2025-17 authorizing the Mayor to sign the Interlocal Agreement between the City of Sunnyside and the City of Grandview for the Housing of Inmates 17-29

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- D. Resolution No. 2025-18 authorizing the Mayor to sign a Recreational Use Permit by and between the City of Grandview and the Lower Valley Cal Ripken League 30-35
- E. Resolution No. 2025-19 authorizing the Mayor to sign Change Order No. 1 with Culbert Construction, Inc., for the Wine Country Road Sidewalk, Pathway, and Parks and Ride Improvements (Re-Bid) 36-38

- 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, February 25, 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/89536636441?pwd=w3ptlp7pTpqblLdb2wSxTGyiqL37Rf.1>

To join via phone: +1 253 215 8782

Meeting ID: 895 3663 6441

Passcode: 775074

**GRANDVIEW CITY COUNCIL  
REGULAR MEETING MINUTES  
FEBRUARY 11, 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, Bill Moore (Mayor Pro Tem), Robert Ozuna and Joan Souders

Present via teleconference: Councilmember Steve Barrientes

Absent: Councilmembers Laura Flores and Javier Rodriguez

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

Vote:

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

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

**2. PLEDGE OF ALLEGIANCE**

Aryannia Stake-Crowe, 2<sup>nd</sup> grader at Harriet Thompson Elementary, led the pledge of allegiance.

**3. APPROVE AGENDA**

**On motion by Councilmember Moore, second by Councilmember Souders, Council approved the February 11, 2025 regular meeting agenda as presented.**

Vote:

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

- Councilmember Rodriguez – Absent
- Councilmember Souders – Yes

4. **PRESENTATIONS** – None

5. **PUBLIC COMMENT** – None

6. **CONSENT AGENDA**

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

- A. Minutes of the January 28, 2025 Committee-of-the-Whole meeting
- B. Minutes of the January 28, 2025 Council meeting
- 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

Vote:

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

7. **ACTIVE AGENDA**

- A. **Resolution No. 2025-10 accepting the Country Park Well – Drilling, Casing and Testing as complete**

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

On motion by Councilmember Moore, second by Councilmember Souders, Council approved Resolution No. 2025-10 accepting the Country Park Well – Drilling, Casing and Testing as complete.

Vote:

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

**B. Resolution No. 2025-11 authorizing the Mayor to sign Change Order No. 1 with C&E Trenching, LLC for the Grandview Stormwater Improvements**

This item was previously discussed at the February 11, 2025 C.O.W. meeting.

**On motion by Councilmember Diaz, second by Councilmember Moore, Council approved Resolution No. 2025-11 authorizing the Mayor to sign Change Order No. 1 with C&E Trenching, LLC for the Grandview Stormwater Improvements.**

Vote:

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

**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**

This item was previously discussed at the February 11, 2025 C.O.W. meeting.

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

Vote:

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

**D. Resolution No. 2025-13 accepting the Mike Bren Park Restroom as complete**

This item was previously discussed at the February 11, 2025 C.O.W. meeting.

**On motion by Councilmember Ozuna, second by Councilmember Souders, Council approved Resolution No. 2025-13 accepting the Mike Bren Park Restroom as complete.**

Vote:

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

**E. Resolution No. 2025-14 approving Task Order No. 2025-02 with HLA Engineering and Land Surveying, Inc., for the Dykstra Park Restroom Restoration**

This item was previously discussed at the February 11, 2025 C.O.W. meeting.

**On motion by Councilmember Diaz, second by Councilmember Moore, Council approved Resolution No. 2025-14 approving Task Order No. 2025-02 with HLA Engineering and Land Surveying, Inc., for the Dykstra Park Restroom Restoration.**

Vote:

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

**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**

This item was previously discussed at the February 11, 2025 C.O.W. meeting.

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

Vote:

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

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

**On motion by Councilmember Moore, second by Councilmember Souders, the Council meeting adjourned at 7:10 p.m.**

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Mayor Ashley Lara

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Anita Palacios, City Clerk



**GRANDVIEW CITY COUNCIL  
COMMITTEE-OF-THE-WHOLE MEETING MINUTES  
FEBRUARY 11, 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, Bill Moore (Mayor Pro Tem), Robert Ozuna and Joan Souders

Present via teleconference: Councilmember Steve Barrientes

Absent: Councilmembers Laura Flores and Javier Rodriguez

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

Also present was Stephanie Ray, City Engineer with HLA Engineering and Surveying, Inc.

**3. PUBLIC COMMENT – None**

**4. NEW BUSINESS**

**A. Comprehensive Plan Update Timeline and Climate Element**

Keelan Naasz, Land Use Planner with the Yakima Valley Conference of Governments provided an update on the Comprehensive Plan and Climate Element work plan, public participation plan, periodic update checklist and community asset list.

**B. Resolution authorizing the Mayor to sign Change Order No. 1 with C&E Trenching, LLC for the Grandview Stormwater Improvements**

City Engineer Ray explained that the City of received funding from the Department of Ecology for the construction of stormwater improvements to disconnect the municipal stormwater system from SVID infrastructure at three locations. The project was currently under construction. This action was to approve execution of Change Order 1. Unforeseen utility conflicts occurred at the intersection of Butternut Road and Pecan Road where it was required to improve an existing drainage swale. Due to elevation conflicts with the existing sanitary sewer forcemain, the forcemain had to be lowered in elevation to construct the drainage swale. No asbuilts existed for this sanitary sewer forcemain to document the depth of the forcemain, and it was found to be shallower than standard industry practice. In addition to lowering the forcemain, near the same location, the contractor damaged an unmarked water main. The water main was not noted on City record drawings, was asbestos-concrete pipe, and did not have tracer wire or detectable marking tape. The contractor repaired the water main. Delays were also encountered by the contractor due to weather. All time and materials incurred by the contractor was tracked as the

work occurred. The change order total was \$34,756.32, and the contractor was requesting 21 additional contract days. Executing Change Order 1 would not exceed the funding agreement amount. No additional expense would be incurred by the City for Change Order 1.

Discussion took place.

**On motion by Councilmember Diaz, second by Councilmember Ozuna, the C.O.W. moved a resolution authorizing the Mayor to sign Change Order No. 1 with C&E Trenching, LLC for the Grandview Stormwater Improvements to the February 11, 2025 regular Council meeting for consideration.**

Vote:

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

**C. Resolution approving Amendment No. 1 to Task Order No. 2023-09 with HLA Engineering and Land Surveying, Inc., for the Grandview Stormwater Improvements**

City Engineer Ray explained that Task Order No. 2023-09 with HLA Engineering and Land Surveying, Inc., to provide professional engineering and land surveying services for the Grandview Stormwater Improvements was originally approved by City Council by Resolution No. 2023-68 on October 24, 2023. Amendment No. 1 to Task Order No. 2023-09 would provide 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. Amendment No. 1 was for a total of \$46,200. Executing Amendment No 1 would not exceed the funding agreement amount. No additional expense would be incurred by the City for Amendment No. 1.

Discussion took place.

**On motion by Councilmember Moore, second by Councilmember Souders, the C.O.W. moved a resolution approving Amendment No. 1 to Task Order No. 2023-09 with HLA Engineering and Land Surveying, Inc., for the Grandview Stormwater Improvements to the February 11, 2025 regular Council meeting for consideration.**

Vote:

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

- Councilmember Rodriguez – Absent
- Councilmember Souders – Yes

**D. Resolution accepting the Mike Bren Park Restroom as complete**

City Administrator Fisher explained that Kachemak Contractor, LLC completed the construction of the Mike Bren Park Restroom. Staff recommended Council accept the project as complete once the requirements in the January 27, 2024 letter from HLA Engineering and Land Surveying, Inc., were satisfied.

Discussion took place.

**On motion by Councilmember Ozuna, second by Councilmember Moore, the C.O.W. moved a resolution accepting the Mike Bren Park Restroom as complete to the February 11, 2025 regular Council meeting for consideration.**

Vote:

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

**E. Resolution approving Task Order No. 2025-02 with HLA Engineering and Land Surveying, Inc., for the Dykstra Park Restroom Restoration**

City Administrator Fisher explained that the City applied for and was awarded grant funding in the amount of \$100,000 through the Recreation and Conversation Office to restore the existing public restroom facility within Dykstra Park located near West Fifth Street and Stassen Way. The City requested HLA Engineering and Land Surveying, Inc., 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 would consist of a new sanitary side sewer connection, new roofing, replacement of interior plumbing and bathroom fixtures, electrical services, and lighting. Engineering design work would begin immediately following Task Order execution, with construction anticipated to occur during spring of 2025.

Discussion took place.

**On motion by Councilmember Moore, second by Councilmember Diaz, the C.O.W. moved a resolution approving Task Order No. 2025-02 with HLA Engineering and Land Surveying, Inc., for the Dykstra Park Restroom Restoration to the February 11, 2025 regular Council meeting for consideration.**

Vote:

- Councilmember Barrientes – Yes
- Councilmember Diaz – Yes

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

**F. Resolution approving a Repayment Agreement with Grandview Truck Plaza, LLC and Malhiinvestment LLC for a loan through the Supporting Investment in Economic Diversification Fund**

City Administrator Fisher explained that the City was awarded a half grant and half loan in the amount of \$1,532,416 from the Yakima County Infrastructure Fund also referred to as the Supporting Investments in Economic Diversification (SIED) Fund for municipal infrastructure improvements on Wine Country Road and Higgins Way to facilitate the development of a truck plaza. The project would be a partnership with the developer Grandview Truck Plaza, LLC and Mahliinvestment LLC. The developer would be responsible for reimbursing the City \$766,208 for the portion of the SIED loan. The Repayment Agreement and accompanying documents for Grandview Truck Plaza, LLC and Mahliinvestment LLC repayment of the SIED loan in the amount of \$766,208 were presented for Council consideration.

Discussion took place.

**On motion by Councilmember Diaz, second by Councilmember Ozuna, the C.O.W. moved a resolution approving a Repayment Agreement with Grandview Truck Plaza, LLC and Malhiinvestment LLC for a loan through the Supporting Investment in Economic Diversification Fund to the February 11, 2025 regular Council meeting for consideration.**

Vote:

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

**G. Ordinance amending the 2025 Annual Budget**

City Treasurer Cordray explained that staff monitoring and review of fund and department budgets during the first month of 2025 identified numerous budget accounts to be amended. An ordinance was prepared to provide for the amending of the 2025 Annual Budget to accommodate the changes in sources and uses. By Fund the highlights of the budget changes were:

- Current Expense Fund: Increased estimated beginning fund balance. Increased revenues for Commercial Vehicle Pursuit Grant. Increased appropriations for Vehicle Pursuit Equipment and Animal Control services. Net effect was an increase in estimated ending fund balance.

- American Rescue Plan Act Fund: Reduction of estimated beginning fund balance. Increased revenues for Yakima County ARPA Funds and City of Sunnyside Contribution. Increased appropriations for project balances not spent in 2024. Net effect was no change in estimated ending fund balance.
- Yakima Co. Law & Justice Tax Fund: Increased estimated beginning fund balance with equal change in estimated ending fund balance.
- Street Fund: Increased estimated beginning fund balance. Increased revenues for OIE Hwy, WCR Sidewalk and Pathway and Stormwater grants. Increased appropriations for OIE Hwy, WCR Sidewalk and Pathway and Stormwater projects. Net effect was an increase in estimated ending fund balance.
- Transportation Benefit District Fund: Increased estimated beginning fund balance. Increased appropriations for ADA Transition Plan and Stormwater project. Net effect was an increase in estimated ending fund balance.
- Cemetery Fund: Increased estimated beginning fund balance. Increased appropriations for New Cemetery Engineering. Net effect was an increase in estimated ending fund balance.
- Capital Improvement Fund: Increased estimated beginning fund balance. Increased appropriations for Dykstra & Bren Park Restrooms and OIE Hwy. Net effect was an increase in estimated ending fund balance.
- NW Grandview Infrastructure Fund: Increased estimated beginning fund balance. Increased appropriations for Water, Sewer and Roadway Improvements. Net effect was no change in estimated beginning fund balance.
- E.M.S. Fund: Increased estimated beginning fund balance with equal change in estimated ending fund balance.
- Water Fund: Reduction of estimated beginning fund balance. Increased revenues for DWSRF Loan – Source Well & Rehab. Increase appropriations for New Well. Net effect was a decrease in estimated ending fund balance.
- Sewer Fund: Increased estimated beginning fund balance. Increased revenues for Mahli Contribution – Additional Sewer. Increased appropriations for WWTP Upgrade Improvements. Net effect was a decrease in estimated ending fund balance.
- Irrigation Fund: Increased estimated beginning fund balance with equal change in estimated ending fund balance.
- Solid Waste Fund: Increased estimated beginning fund balance with equal change in estimated ending fund balance.
- Equipment Rental Fund: Reduction of estimated beginning fund balance with equal change in estimated ending fund balance.

Discussion took place.

**On motion by Councilmember Diaz, second by Councilmember Souders, the C.O.W. moved an ordinance amending the 2025 Annual Budget to the February 25, 2025 regular Council meeting for consideration.**

Vote:

- Councilmember Barrientes – Yes
- Councilmember Diaz – Yes
- Councilmember Flores – Absent

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

**H. Resolution amending Section 27.04(B) of the Credit Card Use Policy within the City of Grandview Personnel Policy Manual to add the Mayor as an authorized user**

City Clerk Palacios explained that the City of Grandview has a policy which covers the use of City credit cards to transact official City business which was part of the Grandview Personnel Manual Chapter 27 Credit Card Use Policy. Section 27.04(B) of the policy provides that credit cards may be issued to the following Departments:

- Administration: City Administrator, City Clerk and City Treasurer
- Police Department: Police Chief and Assistant Police Chief
- Fire Department: Fire Chief and Fire Captain
- Library: Library Director
- Public Works: Public Works Director and Public Works Assistant

Mayor Lara requested that the Credit Card Use Policy be amended so that a City credit card could be issued to her for City use.

Discussion took place.

**On motion by Councilmember Ozuna, second by Councilmember Souders, the C.O.W. moved a resolution amending Section 27.04(B) of the Credit Card Use Policy within the City of Grandview Personnel Policy Manual to add the Mayor as an authorized user to the February 25, 2025 regular Council meeting for consideration.**

Vote:

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

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

New Police Department – City Administrator Fisher distributed a proposed New Police Facility flyer that was created for distribution to legislators during the AWC Action Days, etc.

Wastewater Treatment Plant (WWTP) Lab Testing – City Administrator Fisher reported that the City would be utilizing an interlocal agreement with the City of Prosser to assist with sampling and ammonia testing at the WWTP until a new WWTP Supervisor was appointed.

**6. MAYOR & COUNCILMEMBER REPORTS**

New Police Department – Mayor Lara, Councilmember Ozuna, Councilmember Diaz and City Administrator Fisher held a Zoom meeting on February 4, 2025 with U.S. Senator Patty Murray's office to discuss funding opportunities through Capital Budget Requests for various City projects.

AWC City Action Days Legislative Dinner Meeting – Councilmember Ozuna reminded the Council 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 and State appropriations for a new Police Department. He distributed an AWC Hot Sheet that included bills of interest to cities.

**7. ADJOURNMENT**

**On motion by Councilmember Moore, second by Councilmember Souders, the C.O.W. meeting adjourned at 6:58 p.m.**

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Mayor Ashley Lara

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Anita Palacios, City Clerk

**ORDINANCE NO. 2025-02**

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,  
AMENDING THE 2025 ANNUAL BUDGET**

**WHEREAS**, the original 2025 estimated beginning fund balances and revenues do not reflect available budget sources; and

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

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

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

**Section 1.** That the 2025 annual budget be amended to reflect the changes presented in Exhibit A.

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

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

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on February 25, 2025.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

PUBLICATION: 02/26/2025  
EFFECTIVE: 03/03/2025



**Exhibit A Continued**

	<b>Beginning Balance</b>	<b>Estimated Revenues</b>	<b>Appropriated Expenditures</b>	<b>Ending Balance</b>	<b>Budget Total</b>
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<b>Water Fund</b>					
Original 2025 Budget	8,787,595	9,682,400	10,122,540	8,347,455	18,469,995
Amendment Amount	(67,000)	1,250,000	1,650,000	(467,000)	1,183,000
<b>Amended Total</b>	<b>8,720,595</b>	<b>10,932,400</b>	<b>11,772,540</b>	<b>7,880,455</b>	<b>19,652,995</b>

<b>Sewer Fund</b>					
Original 2025 Budget	7,502,610	5,847,700	5,479,580	7,870,730	13,350,310
Amendment Amount	87,000	202,500	900,000	(610,500)	289,500
<b>Amended Total</b>	<b>7,589,610</b>	<b>6,050,200</b>	<b>6,379,580</b>	<b>7,260,230</b>	<b>13,639,810</b>

<b>Irrigation Fund</b>					
Original 2025 Budget	49,100	663,500	682,350	30,250	712,600
Amendment Amount	15,000			15,000	15,000
<b>Amended Total</b>	<b>64,100</b>	<b>663,500</b>	<b>682,350</b>	<b>45,250</b>	<b>727,600</b>

<b>Solid Waste Fund</b>					
Original 2025 Budget	413,840	1,403,530	1,558,750	258,620	1,817,370
Amendment Amount	2,000			2,000	2,000
<b>Amended Total</b>	<b>415,840</b>	<b>1,403,530</b>	<b>1,558,750</b>	<b>260,620</b>	<b>1,819,370</b>

<b>Equipment Rental Fund</b>					
Original 2025 Budget	1,414,650	605,000	706,260	1,313,390	2,019,650
Amendment Amount	(10,000)			(10,000)	(10,000)
<b>Amended Total</b>	<b>1,404,650</b>	<b>605,000</b>	<b>706,260</b>	<b>1,303,390</b>	<b>2,009,650</b>

**RESOLUTION NO. 2025-16**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
AMENDING SECTION 27.04(B) OF THE CREDIT CARD USE POLICY WITHIN THE  
CITY OF GRANDVIEW PERSONNEL POLICY MANUAL TO ADD THE MAYOR AS  
AN AUTHORIZED USER**

**WHEREAS**, the City Council of the City of Grandview adopted a credit Card Use Policy as Chapter 27 of the Grandview Personnel Policy Manual on April 8, 2014; and

**WHEREAS**, the City Council desires to make certain amendments to the Credit Card Use Policy,

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

Section 1: Grandview Personnel Manual Section 27.04(B), Policy, which reads as follows:

- B. Credit Cards may be issued to Departments as follows:
- Administration: City Administrator, City Clerk and City Treasurer
  - Police Department: Police Chief and Assistant Police Chief
  - Fire Department: Fire Chief and Fire Captain
  - Library: Library Director
  - Public Works: Public Works Director and Public Works Assistant

***is hereby amended to read as follows:***

- B. Credit Cards may be issued to Departments as follows:
- Administration: **Mayor**, City Administrator, City Clerk and City Treasurer
  - Police Department: Police Chief and Assistant Police Chief
  - Fire Department: Fire Chief and Fire Captain
  - Library: Library Director
  - Public Works: Public Works Director and Public Works Assistant

Section 2: Except as specifically amended herein, all other provisions of Chapter 27 of the Grandview Personnel Manual remain unchanged.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on February 25, 2025.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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

**RESOLUTION NO. 2025-17**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
AUTHORIZING THE MAYOR TO SIGN THE INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF SUNNYSIDE, WASHINGTON AND THE CITY OF GRANDVIEW,  
WASHINGTON FOR THE HOUSING OF INMATES**

**WHEREAS**, the City of Grandview and the City of Sunnyside have previously entered into an Interlocal Agreement for the housing of inmates, and

**WHEREAS**, the City of Sunnyside desires to modify Section 6(a) Compensation of the Interlocal Agreement,

**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 Interlocal Agreement between the City of Sunnyside, Washington and the City of Grandview, Washington for the housing of inmates replacing the compensation rate per day from \$65.10 to \$71.20 effective January 1, 2025 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 25, 2025.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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

**WHEN RECORDED RETURN TO:**  
City of Sunnyside, Washington  
818 East Edison  
Sunnyside, WA 98944

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**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SUNNYSIDE, WASHINGTON  
AND THE CITY OF GRANDVIEW, WASHINGTON, FOR THE HOUSING OF INMATES**

**THIS INTERLOCAL AGREEMENT** is made and entered into on this 1<sup>st</sup> day of January, 2025, by and between THE CITY OF GRANDVIEW, Washington, hereinafter referred to as "GRANDVIEW", and the City of Sunnyside, Washington, hereinafter referred to as "Sunnyside", each party having been duly organized and now existing under the laws of the State of Washington.

**WITNESSETH:**

**WHEREAS**, Sunnyside and GRANDVIEW are authorized by law to have charge and custody of the Sunnyside City Jail and GRANDVIEW prisoners or inmates, respectively; and

**WHEREAS**, GRANDVIEW wishes to designate Sunnyside as a place of confinement for the incarceration of one or more inmates lawfully committed to its custody; and

**WHEREAS**, Sunnyside is desirous of accepting and keeping in its custody such inmate(s) in the Sunnyside Jail for a rate of compensation mutually agreed upon by the parties hereto; and

**WHEREAS**, RCW 39.34.080 and other Washington law, as amended, authorizes any city to contract with any other city/county to perform any governmental service, activity or undertaking which each contracting city/county is authorized by law to perform; and

**WHEREAS**, the governing bodies of each of the parties hereto have determined to enter into this Agreement as authorized and provided for by RCW 39.34.080 and other Washington law, as amended,

**NOW, THEREFORE**, in consideration of the above and foregoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

1. **GOVERNING LAW.** The parties hereto agree that, except where expressed otherwise, the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to an inmate(s) confined pursuant to this Agreement.

2. **DURATION.** This Agreement shall enter into full force and effect from the date of execution and end December 31, 2025, subject to earlier termination as provided by Section 3 herein. This agreement shall be renewed automatically for like successive periods of 12 months under such terms and conditions as the parties may determine. Nothing in this Agreement shall be construed to require GRANDVIEW to house inmates in Sunnyside continuously.

3. **TERMINATION.**

(a) By either party. This Agreement may be terminated by written notice from either party to the other party and to the State Office of Financial Management as required by RCW 70.48.090 stating the grounds for said termination and specifying plans for accommodating the affected prisoners. This Agreement may only be terminated by ninety (90) days written notice of termination of this Agreement, to all parties to this Agreement and the State Office of Financial Management. The Notice of termination shall state the ground for termination and the specific plans for accommodating the affected jail population. The notice must be delivered by regular mail to the contact person identified herein. Termination shall become effective ninety (90) days after receipt of such notice. Within said ninety (90) days, Grandview agrees to remove its inmate(s) from Sunnyside.

(b) **By GRANDVIEW due to lack of funding.** The obligation of GRANDVIEW to pay Sunnyside under the provision of this Agreement beyond the current fiscal year is expressly made contingent upon the appropriation, budgeting availability of sufficient funds by GRANDVIEW. In the event that such funds are not budgeted, appropriated or otherwise made available for the purpose of payment under this Agreement at any time after the current fiscal year, then GRANDVIEW shall have the option of terminating the Agreement upon written notice to Sunnyside, except that all services provided to that point shall be compensated at the agreed rate. The termination of this Agreement for this reason will not cause any penalty to be charged to GRANDVIEW.

(c) **Termination for Breach.** In the event GRANDVIEW breaches or fails to perform or observe any of the terms or conditions herein, and fails to cure such breach or default within *seven (7)* days of Sunnyside giving GRANDVIEW written notice thereof, or, if not reasonably capable of being cured within such *seven (7)* days, within such other period of time as may be reasonable in the circumstances, Sunnyside may terminate GRANDVIEW's rights under this Agreement in addition to and not in limitation of any other remedy of Sunnyside at law or in equity, and the failure of Sunnyside to exercise such right at any time shall not waive Sunnyside's right to terminate for any future breach or default.

(d) In the event of termination of this agreement for any reason, GRANDVIEW shall compensate Sunnyside for prisoners housed by Sunnyside after notice of such termination until GRANDVIEW retakes its inmates in the same manner and at the same rates as if this agreement had not been terminated.

4. **MAILING ADDRESSES.** All notices, reports, and correspondence to the respective parties of this Agreement shall be sent to the following:

To Sunnyside: City of Sunnyside  
818 E. Edison Avenue  
Sunnyside, WA 98944

Primary Contact Person: Andrew Gutierrez, Corrections Sergeant  
509-836-6200, [agutierrez@sunnyside-wa.gov](mailto:agutierrez@sunnyside-wa.gov)

Secondary Contact: Robert Layman, Chief of Police  
509-836-6200, [rlayman@sunnyside-wa.gov](mailto:rlayman@sunnyside-wa.gov)

To GRANDVIEW:

City of Grandview  
201 W 2<sup>nd</sup> ST., Grandview, WA  
Billing: [dispatch@grandviewpd.us](mailto:dispatch@grandviewpd.us)

Primary Contact Person: *Kal Fuller, Chief*  
509 882-2000, [Kal.fuller@grandviewpd.us](mailto:Kal.fuller@grandviewpd.us)

Secondary Contact: *Seth Bailey, Assistant Chief*  
509.882.2000, [seth.bailey@grandviewpd.us](mailto:seth.bailey@grandviewpd.us)  
Communications: 509.882.2000

Notices mailed shall be deemed given on the date mailed. The Parties shall notify each other in writing of any change of address.

5. **DEFINITIONS.** The Parties hereby agree that the following terms shall have the specified meanings unless indicated otherwise herein:

(a) **Day.** A twenty-four-hour-long unit of time commencing at 00:00:00 a.m., and ending 23:59:59 p.m.

(b) **Inmate Classifications** shall be pursuant to the Sunnyside's Objective Jail Inmate Classification System which is modeled after the National Institute of Corrections Jail Classification System:

(i) "**Minimum**" classification shall apply to those inmates who present a low risk to staff and the community.

(ii) "**Medium**" classification shall apply to those inmates who present a moderate risk to staff and the community.

(iii) "**Maximum**" classification shall apply to those inmates who present a substantial risk to staff and the community.

6. COMPENSATION.

(a) Rates. Sunnyside agrees to accept and house GRANDVIEW inmates for compensation per inmate at the rate of \$71.20 per day. This includes minimum and medium classification inmates. The parties agree that Sunnyside will not charge a separate booking fee in addition to such rate. The date of booking into the Sunnyside Jail of GRANDVIEW inmates shall be charged a minimum of a full daily rate per inmate regardless of the time of booking within a 24-hour period. The date of release from Sunnyside Corrections and/or returned to GRANDVIEW, regardless of the time frame within a 24-hour day shall not constitute a charge by the City of Sunnyside against GRANDVIEW.

(b) Billing and Payment. Sunnyside agrees to provide GRANDVIEW with an itemized invoice listing all names of housed inmates, the case/citation number, the number of days housed (including the date and time of booking and date and time of release), and the payment amount due. Sunnyside agrees to provide said invoice by the 10<sup>th</sup> of each month. GRANDVIEW agrees to make payment to the City of Sunnyside within *thirty* (30) days of receipt of such invoice for the amount billed for the previous calendar month.

(c) Transportation of inmates is included in the cost and is provided by Sunnyside Corrections.

7. RIGHT OF INSPECTION. GRANDVIEW shall have the right to inspect, at all reasonable times, all Sunnyside facilities in which inmates of GRANDVIEW are confined in order to determine if such jail maintains standards of confinement acceptable to GRANDVIEW and that such inmates therein are treated equally regardless of race, religion, color, creed or national origin; provided, however, that Sunnyside shall be obligated to manage, maintain and operate its facilities consistent with all applicable federal, state and local laws and regulations.

8. FURLOUGHS, PASSES, AND WORK RELEASE. Sunnyside agrees that no early releases or alternatives to incarceration, including furloughs, passes, work crews,



electronic home detention or work release shall be granted to any inmate housed pursuant to this Agreement without written authorization by the committing court.

9. INMATE ACCOUNTS. Sunnyside shall establish and maintain an account for each inmate received from GRANDVIEW and shall credit to such account all money which is received and shall make disbursements, debiting such accounts in accurate amounts for the inmate's personal needs. Disbursements shall be made in limited amounts as are reasonably necessary for personal maintenance. Sunnyside shall be accountable to GRANDVIEW for such inmate funds. At either the termination of this Agreement, the inmate's death, and release from incarceration or return to either GRANDVIEW or indefinite release to the court, the inmate's money shall be refunded in the form of a pre-paid debit card or check issued to the inmate at the time of their release or transfer.

10. INMATE PROPERTY. GRANDVIEW may transfer to Sunnyside only agreed amounts of personal property of GRANDVIEW inmates recovered from or surrendered by inmates to GRANDVIEW upon booking. Only those items which fit into a 12-inch by 14-inch bag will be allowed on transports, when such transports are conducted by Sunnyside Jail Personnel. Additional legal material or personal belongings may be shipped to the Sunnyside Jail at the expense of the inmate or GRANDVIEW.

11. RESPONSIBILITY FOR OFFENDER'S CUSTODY. It shall be the responsibility of Sunnyside to confine the inmate or inmates; to provide treatment, including the furnishing of subsistence and all necessary medical and hospital services and supplies; to provide for the inmates' physical needs; to make available to them programs and/or treatment consistent with the individual needs; to retain them in said custody; to supervise them; to maintain proper discipline and control; to make certain that they receive no special privileges and that the sentence and orders of the committing court in the State are faithfully executed; provided that nothing herein contained shall be construed to require the City of Sunnyside, or any of its agents, to provide service, treatment, facilities or programs for any inmates confined pursuant to this Agreement, which it does not provide for similar inmates not confined pursuant to this Agreement. Nothing herein shall be construed as to require Sunnyside to provide services, treatment, facilities or programs to GRANDVIEW inmates above, beyond or in addition to that which is required by applicable law.

12. MEDICAL SERVICES.

(a) Inmates deemed GRANDVIEW inmates shall receive such medical, psychiatric and dental treatment when **emergent** and necessary to safeguard their health while housed in Sunnyside. Sunnyside shall provide or arrange for the providing of such medical, psychiatric and dental services. Except for routine minor medical services provided in the Sunnyside Jail, GRANDVIEW shall pay directly or reimburse Sunnyside for any and all costs associated with the delivery of any emergency and/or major medical service provided to GRANDVIEW inmates. GRANDVIEW shall be responsible for any

and all **emergent** medical, dental and psychiatric treatment provided outside of the Sunnyside Jail and shall be billed therefor.

(b) An adequate record of all such services shall be kept by Sunnyside for GRANDVIEW's review at its request, to the extent consistent with confidentiality regulations. Any medical or dental services requiring treatment from providers outside of the Sunnyside Jail shall be reported to GRANDVIEW as soon as time permits.

(c) Should medical, psychiatric or dental services require hospitalization, GRANDVIEW agrees to compensate Sunnyside dollar for dollar any amount expended, or cost incurred in providing the same; provided that, except in emergencies, GRANDVIEW will be notified by contacting the duty supervisor at GRANDVIEW prior to the inmate's transfer to a hospital, if and when circumstances allow, or as soon afterward as practicable.

(d) Sunnyside will make all reasonable efforts to ensure that medical care providers providing services to GRANDVIEW inmates adhere to payment requirements of RCW 70.48.130 when such services are not billed directly to GRANDVIEW by the medical care provider. Sunnyside may elect to have the medical care provider(s) bill GRANDVIEW directly. GRANDVIEW will have the responsibility for notifying medical care providers of these payment requirements when billed directly by medical care providers.

13. DISCIPLINE. Sunnyside shall have physical control over and power to execute disciplinary authority over all inmates of GRANDVIEW. However, nothing contained herein shall be construed to authorize or permit the imposition of a type of discipline prohibited by applicable law.

14. RECORDS AND REPORTS.

(a) GRANDVIEW shall forward to Sunnyside before or at the time of delivery of each inmate, a copy of all inmate records pertaining to the inmate's present incarceration. If additional information is requested regarding a particular inmate, the parties shall mutually cooperate to provide any additional information in a timely manner.

(b) Sunnyside shall keep all necessary and pertinent records concerning such inmates in the manner mutually agreed upon by the parties hereto. During an inmate's confinement in Sunnyside, GRANDVIEW shall upon request be entitled to receive and be furnished with copies of any report or record associated with said inmate(s) incarceration.

15. REMOVAL FROM THE JAIL. An inmate of GRANDVIEW legally confined in Sunnyside shall not be removed from the jail by any person without written authorization from GRANDVIEW or by order of any court having jurisdiction. GRANDVIEW hereby designates the Corrections Sergeant as the official authorized to direct Sunnyside to remove GRANDVIEW inmates from the Sunnyside Jail. Sunnyside agrees that no early

releases or alternatives to incarceration, including furloughs, passes, work release, work crews or electronic home detention shall be granted to any inmate without written authorization from the committing court. This paragraph shall not apply to an emergency necessitating the immediate removal of the inmate for medical, dental, psychiatric treatment or other catastrophic condition presenting an eminent danger to the safety of the inmate or to the inmates or personnel of the Sunnyside Jail. In the event of any such emergency removal, Sunnyside shall inform GRANDVIEW of the whereabouts of the inmate or inmates so removed, at the earliest practicable time, and shall exercise all reasonable care for the safe keeping and custody of such inmate or inmates.

16. ESCAPES. In the event any GRANDVIEW inmate escapes from Sunnyside's custody, Sunnyside will use all reasonable means to recapture the inmate. The escape shall be reported immediately to GRANDVIEW. Sunnyside shall have the primary responsibility for and authority to direct the pursuit and retaking of the inmate or inmates within its own territory. Any cost in connection therewith shall be chargeable to and borne by Sunnyside; however, Sunnyside shall not be required to expend unreasonable amounts to pursue and return inmates from other counties, states or other countries.

17. DEATH OF AN INMATE.

(a) In the event of the death of a GRANDVIEW inmate, the Yakima County Coroner shall be notified. GRANDVIEW shall receive copies of any records made at or in connection with such notification.

(b) Sunnyside shall immediately notify GRANDVIEW of the death of a GRANDVIEW inmate, furnish information as requested and follow the instructions of GRANDVIEW regarding the disposition of the body. GRANDVIEW hereby designates the Chief of Police as the official authorized to request information from and provide instructions to Sunnyside regarding deceased inmates. The body shall not be released except on written order of said appropriate official(s) of GRANDVIEW. Written notice shall be provided within three weekdays of receipt by GRANDVIEW of notice of such death. All expenses relative to any necessary preparation of the body and shipment charges shall be paid by GRANDVIEW. With GRANDVIEW's consent, to be obtained on an individual basis, Sunnyside may arrange for burial and all matters related or incidental thereto, and all such expenses shall be paid by GRANDVIEW. The provisions of this paragraph shall govern only the relations between or among the parties hereto and shall not affect the liability of any relative or other person for the disposition of the deceased or for any expenses connected therewith.

(c) GRANDVIEW shall receive a certified copy of the death certificate for any of its inmates who have died while in the City of Sunnyside's custody.

18. RETAKING OF INMATES. Upon request from Sunnyside, GRANDVIEW shall, at its expense, retake any GRANDVIEW inmate within *thirty-six* (36) hours after

receipt of such request. In the event the confinement of any GRANDVIEW inmate is terminated for any reason, GRANDVIEW shall, at its expense, retake such inmate at the Sunnyside Facility.

**19. HOLD HARMLESS AND INDEMNIFICATION.**

(a) Nothing contained in this Section or this Agreement shall be construed to create a right of indemnification in any third party.

(b) The terms of section 19 shall survive the termination or expiration of this Agreement.

**19.1 SUNNYSIDE – HOLD HARMLESS AND INDEMNIFICATION.** Sunnyside agrees to hold harmless, indemnify and defend GRANDVIEW, its officers, agents and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, or damage to property, arising out of any willful misconduct, negligent act, error, or omission of SUNNYSIDE, its officials, officers, agents, volunteers or employees, in connection with the services required by this agreement, provided, however, that:

(a) Sunnyside's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or negligence of GRANDVIEW, its officials, agents, officers, employees or volunteers; and

(b) In the event that the officials, agents, officers, and/or employees of both GRANDVIEW and Sunnyside are negligent, each party shall be liable for its contributory share of negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees).

**19.2 GRANDVIEW – HOLD HARMLESS AND INDEMNIFICATION.** GRANDVIEW agrees to hold harmless, indemnify and defend Sunnyside, its officers, agents and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of GRANDVIEW, its officials, officers, agents, volunteers or employees, in connection with the services required by this agreement, provided, however, that:

(a) GRANDVIEW's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or negligence of Sunnyside, its agents, officers, employees or volunteers; and

(b) In the event that the officials, agents, officers, and/or employees of both GRANDVIEW and Sunnyside are negligent, each party shall be liable for its contributory

share of negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees).

20. RIGHT OF REFUSAL AND TRANSPORTATION.

(a) Sunnyside shall have the right to refuse to accept any inmate from GRANDVIEW when, in the opinion of Sunnyside, its inmate census is at capacity such that there is a substantial risk that, through usual operation of the jail, the reasonable operational capacity limits of the jail might be reached or exceeded.

(b) Sunnyside shall further have the right to refuse to accept any inmate from GRANDVIEW who, in the judgment of Sunnyside, has a current illness or injury which may adversely affect the operations of the Sunnyside Jail, has a history of serious medical problems, presents a substantial risk of escape, or presents a substantial risk of injury to other persons or property, or is classified as a maximum-security inmate pursuant to Sunnyside's Objective Jail Classification System.

(c) GRANDVIEW prisoners incarcerated in Sunnyside pursuant to this Agreement shall be transported to Sunnyside by and at the expense of Sunnyside and shall be returned, if necessary, to GRANDVIEW's custody by Sunnyside personnel and at Sunnyside's expense provided that notice of the necessity of transport is received by Sunnyside *three* (3) days prior to time of expected transport.

21. INDEPENDENT CONTRACTOR. In providing services under this contract, Sunnyside is an independent contractor and neither it nor its officers, agents or employees are employees of GRANDVIEW for any purpose, including responsibility for any federal or state tax, industrial insurance or Social Security liability. Neither shall the provision of services under this Agreement give rise to any claim of career service or civil service rights, which may accrue to an employee of GRANDVIEW under any applicable law, rule or regulation.

22. GENERAL PROVISIONS.

(a) Severability. In the event any provisions of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provisions shall be enforced and valid to the extent permitted by law. All provisions of this Agreement are severable, and the unenforceability or invalidity of a single provision herein shall not affect the remaining provisions.

(b) Dispute Resolution. In the event of a dispute regarding the enforcement, breach, default, or interpretation of this Agreement, the parties shall first meet in a good faith effort to resolve such dispute. In the event the dispute cannot be resolved by agreement of the parties, said dispute shall be resolved by arbitration pursuant to RCW 7.04A, as amended, with both parties waiving the right of a jury trial upon trial de novo,

with venue placed in Sunnyside, Yakima County, Washington. Each party shall bear its own attorney fees and costs.

(c) Waiver of Breach. The waiver by either party of the breach of any provision of this Agreement by the other party must be in writing and shall not operate nor be construed as a waiver of any subsequent breach by such other party.

(d) Savings Clause. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions of this Agreement and any statute, law, public regulation or ordinance, the latter shall prevail, but in such event, the provisions of this Agreement affected shall be severed only to the extent necessary to bring it within legal requirements.

(e) Filing. This Agreement shall be filed with the Yakima County Auditor's Office or, alternatively, listed by subject on each or either party's website or other electronically retrievable public source pursuant to RCW 39.34.040.

23. INTERPRETATION. This Agreement has been submitted to the scrutiny of all parties and their counsel if desired, and it shall be given a fair and reasonable interpretation in accordance with its words, without consideration or weight given to its being drafted by any party or its counsel. All words used in the singular shall include the plural; the present tense shall include the future tense; and the masculine gender shall include the feminine and gender neutral.

24. ACCESS TO RECORDS CLAUSE. The parties hereby agree that authorized representatives of the parties shall access to any books, documents, paper and record of the other party which are pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. All such records and all other records pertinent to this Agreement and work undertaken pursuant to this Agreement shall be retained by the parties for a period of *three* (3) years after the final expiration date of this Agreement or any amendments hereto, unless a longer period is required to resolve audit, findings or litigation. In such cases, the parties may expressly agree by an amendment or separate agreement for such longer period for record retention.

25. INTERLOCAL COOPERATIVE ACT PROVISIONS Each party shall be solely responsible for all costs, materials, supplies and services necessary for their performance under the terms of this Agreement. All property and materials secured by each party in the performance of this Agreement shall remain the sole property of that party. All funding incident to the fulfillment of this Interlocal Agreement, shall be borne by each party necessary for the fulfillment of their responsibilities under the terms of this Agreement. No special budgets or funds are anticipated, nor shall be created incident to this Interlocal Cooperation Agreement. It is not the intention that a separate legal entity be established to conduct the cooperative undertakings, nor is the acquisition, holding, or disposing of any real or personal property anticipated under the terms of this Agreement.

The City Manager of the City of Sunnyside, Washington, shall be designated as the Administrator of this Interlocal Cooperative Agreement.

A copy of this Interlocal Agreement shall be filed or placed on the City's and the Port's website as provided by RCW 39.34.

26. ENTIRE AGREEMENT. This Agreement represents the entire integrated Agreement between GRANDVIEW and Sunnyside and supersedes all prior negotiations, representations or agreements, either written or oral.

**IN WITNESS WHEREOF**, the above and foregoing Agreement has been executed in duplicate by the parties hereto and made effective on the day and year first above written:

CITY OF SUNNYSIDE

THE CITY OF GRANDVIEW

By: \_\_\_\_\_  
Mike Gonzalez, City Manager

By: \_\_\_\_\_  
Mayor Ashley Lara

ATTEST:

ATTEST:

\_\_\_\_\_  
Jacqueline Renteria, City Clerk

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

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Saxton Riley & Riley, PLLC  
Benjamin J. Riley,  
Attorneys for the City of Sunnyside

\_\_\_\_\_  
Quinn Plant  
Attorney for the City of Grandview

STATE OF WASHINGTON)

: ss.

THE CITY OF SUNNYSIDE)

On this day personally appeared before me Mike Gonzalez, City Manager, of the City of Sunnyside, to be known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington

Residing at: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

STATE OF WASHINGTON)

: ss.

THE CITY OF GRANDVIEW)

On this day personally appeared before me Mayor Ashley Lara of the CITY OF GRANDVIEW, to be known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington

Residing at: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



**RESOLUTION NO. 2025-18**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
AUTHORIZING THE MAYOR TO SIGN A RECREATIONAL USE PERMIT  
BY AND BETWEEN THE CITY OF GRANDVIEW AND THE  
LOWER VALLEY CAL RIPKEN LEAGUE**

**WHEREAS**, the City of Grandview and the Lower Valley Cal Ripken League desire to enter into a Recreational Use Permit regarding the use of the Ralph Scott Memorial Ballfields at the Country Park Events Center;

**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 Recreational Use Permit by and between the City of Grandview and the Lower Valley Cal Ripken League 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 February 25, 2025.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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

# RECREATIONAL USE PERMIT

By and Between  
City of Grandview and Lower Valley Cal Ripken League

This Agreement entered into this 25th day of February, 2025, by and between the City of Grandview, and Lower Valley Cal Ripken League for the uses and purposes stated herein and below.

## 1. Recitals

A. The City of Grandview, hereafter called the "City" is a municipal corporation of the State of Washington, with City Hall located at 207 W. 2<sup>nd</sup> Street, Grandview, WA 98930.

B. Lower Valley Cal Ripken League, hereafter called "Baseball League" is a non-profit organization with organized and stated purposes of organizing baseball competition between teams of the organization.

C. City owns Ralph Scott Memorial Ball Fields at the Country Park Events Center. Such facilities include baseball fields suitable for competition, hereafter called the "Baseball Facility".

D. City and Baseball League desire to enter into a Recreational Use Permit regarding the use of Baseball Facility.

## 2. Agreement

Wherefore, in consideration of mutual covenants, conditions and promises herein, the parties agree as follows:

### Responsibilities of Baseball League:

A. Baseball League seeks to gain access for the use of Baseball Facility to conduct a program of baseball, in accordance with its own rules and regulations.

B. Baseball League shall pay the City a Recreational Use Permit fee of \$25 for each use of the ball field lights. An accurate account of each use of the ball field lights will be recorded by the league and submitted to the City at the end of the season for appropriate billing. The Recreational Use Permit authorizes Baseball League to use the Baseball Facility as mutually scheduled between March 3 and July 31, 2025. Baseball League acknowledges that City sponsored programs and community events have scheduling priority over Baseball League's use of the Baseball Facility under this Agreement, and that Baseball League may not use the Baseball Facility if such use conflicts with a City sponsored program or community event. Baseball League shall not use the Baseball Facility additionally without first obtaining further written permission from the City and the payment of additional fees as established by the City.

C. At no time shall Baseball League participants, coaches, officials, spectators, vendors, or any other people drive or park any vehicles on the Baseball Facility, except maintenance and emergency response vehicles. No vehicles shall be allowed on the field or the grass at the Country Park Events Center, except maintenance and emergency response vehicles. All vehicles must be parked in spaces designated for parking. Only individuals with a current Washington State Disabled Parking Permit will be allowed to park in designated disabled parking areas. All other vehicles associated with the Baseball League will park in the main parking lot at the Country Park Events Center.

D. Baseball League shall be solely and completely responsible for maintaining the dirt infields, facility fencing, dugout shelters, benches, storage units/areas and on-site equipment in a clean, neat and safe condition. The City will be responsible for mowing and trimming of grass, restroom maintenance and garbage dumpsters. Baseball League shall provide routine litter clean-up and shall properly dispose of all trash on or surrounding the Baseball Facility, including parking areas, during the period of time that Baseball League shall be using the Baseball Facility. Baseball League shall be responsible for any damage that occurs to the Baseball Facility as a result or incidental to, Baseball League's use of the Baseball Facility under this Agreement. It is the responsibility of the Baseball league to keep all participants and spectators out of the livestock building and amphitheater areas. Baseball League will be allowed to engage in off-season field and structure maintenance of the baseball facility as scheduled through the parks and recreation department.

E. Should Baseball League desire to make improvements and/or install equipment for use on the Baseball Facility, Baseball League shall seek prior written approval of the City before any equipment may be installed. Baseball League shall be solely responsible to ensure that said equipment meets the requirements of the U.S. Consumer Products Commission or other state or federal agency charged with the establishment of safety standards for such equipment. Upon installation of said equipment, such equipment shall remain the sole property of the City unless otherwise specifically agreed upon in writing by both parties.

F. Baseball League is aware of and will abide by all elements of the Grandview Municipal Code of Chapter 12.20 (Park Code).

G. Indemnification/Hold Harmless. User shall defend, indemnify and hold harmless the City of Grandview, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the use of Premises or from any activity, work or thing done, permitted, or suffered by User in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the City of Grandview.

H. Insurance Term. User shall procure and maintain for the duration of the use or rental period insurance against claims for injuries to persons or damage to property which may arise from or in connection with the use of the facilities and the activities of the User and his or her guests, representatives, volunteers and employees.

I. **No Limitation.** User's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the User to the coverage provided by such insurance, or otherwise limit the City of Grandview's recourse to any remedy available at law or in equity.

J. **Required Insurance.** User's required insurance shall be as follows: General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 covering premises, operations, products-completed operations and contractual liability. The City of Grandview shall be named as an additional insured on User's General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or an endorsement providing at least as broad coverage. The General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate. General Liability insurance shall also include coverage for participant liability with limits of not less than \$1,000,000 per occurrence. The insurance policy shall contain or be endorsed to contain that the User's insurance coverage shall be primary insurance as respect the City of Grandview. Any insurance, self-insurance, or self-insured pool coverage maintained by the City of Grandview shall be excess of the User's insurance and shall not contribute with it.

K. **City of Grandview Full Availability of User Limits.** If the User maintains higher insurance limits than the minimums shown above, the City of Grandview shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the User, irrespective of whether such limits maintained by the User are greater than those required by this contract or whether any certificate of insurance furnished to the City of Grandview evidences limits of liability lower than those maintained by the User.

L. **Certificate of Insurance and Acceptability of Insurers.** The User shall provide a certificate of insurance evidencing the required insurance before using the Premises. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

M. **Baseball League has inspected the Baseball Facility and the Country Park Events Center and any equipment located upon such facility, and finds such to be adequate for Baseball Leagues use.** Baseball League and those individuals using such facilities and equipment through Baseball League and this Agreement do so at their own risk.

N. **Under a separate Concession Agreement, the Baseball League shall be entitled to operate a concession stand upon site approved by the City.** Baseball League shall comply with all applicable health code requirements, including but not limited to food preparation, storage, sanitation and waste removal. Baseball League shall be solely responsible for compliance with all applicable laws and regulations pertaining to sales tax and tax reporting.

O. **Users of athletic fields and facilities for youth sports shall comply with the guidance of RCW 28A.600.190 and RCW 28A.600.195 regarding youth sports concussion, head injuries and sudden cardiac arrest.**

P. Baseball League agrees to comply with RCW 49.60.500, made applicable to community athletic programs by RCW 35A.21.350, and prohibit discrimination on the basis of gender with respect to all activities undertaken in connection with this Agreement.

Q. Independent Contractors. The parties are independent contractors, and nothing in this Agreement shall be construed to create a partnership, joint venture or any other relationship than independent contractors. Baseball League shall be and remain in sole charge, supervision and control of all Baseball League activities, games, training and programs. City shall remain in sole charge, supervision and control of all its parks and recreation programs of the City of Grandview.

R. Term of Agreement. The term of this Agreement shall be for the term of the season set forth in Section B above. Notwithstanding termination of this Agreement through expiration of the term, the provisions relating to insurance and indemnification in Section H arising out of occurrences within the coverage of such insurance and/or use of Baseball League's equipment at any time, shall survive termination of this Agreement.

S. Termination. Either party may terminate this Agreement for any reason upon thirty (30) days written notice to the other. In the event Baseball League fails to abide by the terms and conditions of this Agreement or in the event of an Emergency, the City may terminate this Agreement upon such terms and at such time as the City deems necessary and appropriate, provided notice of termination for cause shall be provided to Baseball League. For purposes of this section, the term "Emergency" means any changes of the Comprehensive Plan or Parks & Recreation Plan mandated by governmental authorities and agencies with jurisdiction. Notwithstanding an early termination of this Agreement, the provisions relating to insurance and indemnification in Sections G and H arising out of occurrences within the coverage of such insurance and/or use of Baseball League's equipment at any time, shall survive termination of this Agreement.

T. Entire Agreement. This Agreement, with Baseball League's application for use of City's park facilities, constitutes the entire agreement of the parties, and shall not be amended except in writing signed by both parties. All terms and provisions of the City's application for use of park facilities shall apply to this Agreement and are incorporated herein by this reference. In the event of conflict between this Agreement and the terms and provisions of such application, the terms of this Agreement shall control.

U. Assignment. This Agreement and the terms and provisions herein are personal to Baseball League and shall not be assigned to any third party without the written authorization of the City, which approval shall not be unreasonably withheld.

Wherefore, this Agreement is deemed executed and effective on the date first referenced above.

City of Grandview

Baseball League

By: \_\_\_\_\_  
Mayor Ashley Lara

By:  \_\_\_\_\_  
Baseball League Coordinator

ATTEST:

By: \_\_\_\_\_  
Anita Palacios, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

**RESOLUTION NO. 2025-19**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
AUTHORIZING THE MAYOR TO SIGN CHANGE ORDER NO. 1 WITH CULBERT  
CONSTRUCTION, INC., FOR THE WINE COUNTRY ROAD SIDEWALK, PATHWAY,  
AND PARK AND RIDE IMPROVEMENTS**

**WHEREAS**, the City of Grandview has contracted with Culbert Construction, Inc., as the contractor for the Wine Country Road Sidewalk, Pathway, and Park and Ride Improvements; and,

**WHEREAS**, Change Order No. 1 is to replace the existing fence along the back of the park and ride; and,

**WHEREAS**, Change Order No. 1 is in the amount of \$32,910,

**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 Culbert Construction, Inc., for the Wine Country Road Sidewalk, Pathway and Park and Ride 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 25, 2025.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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



CHANGE ORDER NO. 1



DATE: 2/17/2025  
 PROJECT OWNER: City of Grandview  
 PROJECT NAME: Wine Country Road Sidewalk, Pathway, and Park and Ride Improvements (RE-BID)  
 FED. AID PROJECT NO.: TAPUS-8056(006)  
 RMG PROJECT NO.: PTD 0767-001  
 HLA PROJECT NO.: 23175 & 23177  
 CONTRACTOR: Culbert Construction Inc.

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENT:

Original Contract Price (Including Applicable Sales Tax):	\$	394,724.57
Current Contract Price Adjusted by Previous Change Order(s) Including Applicable Sales Tax:	\$	394,724.57
Change in Contract Price Due to this Change Order (Including Applicable Sales Tax):	\$	32,910.00
Adjusted Contract Price Including this Change Order (Including Applicable Sales Tax):	\$	427,634.57

Original Contract Working Days:	25
Current Contract Working Days Adjusted by Non-Working Days and/or Previous Change Order(s):	25
Change in Contract Working Days due to this Change Order:	5
Revised Contract Working Days:	30

**Dan DeRousie**

Digitally signed by Dan DeRousie  
 DN: cn=Dan DeRousie, o=Culbert Construction, Inc., ou, email=dan@culbertconstruction.com, c=US  
 Date: 2025.02.17 10:03:45 -08'00'

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

Date: February 17, 2025

Digitally signed by Stephen S. Hazzard, PE  
 DN: C=US, E=shazzard@hlaclivil.com, O=HLA Engineering and Land Surveying, Inc., CN=Stephen S. Hazzard, PE  
 Date: 2025.02.17 14:27:58 -08'00'

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

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

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

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





CHANGE ORDER NO. 1



DATE: 2/17/2025  
 PROJECT OWNER: City of Grandview  
 PROJECT NAME: Wine Country Road Sidewalk, Pathway, and Park and Ride Improvements (RE-BID)  
 FED. AID PROJECT NO.: TAPUS-8056(006)  
 RMG PROJECT NO.: PTD 0767-001  
 HLA PROJECT NO.: 23175 & 23177  
 CONTRACTOR: Culbert Construction Inc.

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	CHANGE AMOUNT
<b>CHANGE ORDER NO. 1</b>					
31	Chain Link Fence Type 4	LF	600	\$ 54.85	\$ 32,910.00
<b>CHANGE ORDER NO. 1 TOTAL:</b>					<b>\$ 32,910.00</b>

The change order is being requested by the Project Engineer for the replacement of the existing fence along the back of the park and ride, as shown in Schedule B and as described in the Special Provisions, Technical Specifications, and Plans of the original bid package. WSDOT only allowed award of Schedule A following the bid opening, however, this work is allowed to be added by change order.