

**GRANDVIEW CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY, DECEMBER 8, 2015**



REGULAR MEETING – 7:00 PM

PAGE

- 1. CALL TO ORDER & ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. PRESENTATIONS**
- 4. PUBLIC COMMENT**
- 5. CONSENT AGENDA**
 - A. Minutes of the November 24, 2015 regular meeting 1-7
 - B. Payroll Electronic Fund Transfers (EFT) Nos. 5476-5481 in the amount of \$119,681.65
 - C. Payroll Check Nos. 8495-8534 in the amount of \$34,734.40
 - D. Payroll Direct Deposit 11/16/15-11/30/15 in the amount of \$138,990.62
 - E. Claim Check Nos. 109405-109491 in the amount of \$569,725.78
 - F. Resolution No. 2015-53 accepting the bid and authorizing the Daily Sun News as the Official City Newspaper for the year 2016 8-10
 - G. Resolution No. 2015-54 authorizing the Mayor to sign all contract documents with Banlin Construction for the Museum renovation project 11-12
- 6. ACTIVE AGENDA**
 - A. Ordinance No. 2015-20 adopting the budget and confirming tax levies for revenue to carry on the government for the fiscal year ending December 31, 2016 13-14
 - B. Ordinance No. 2015-21 amending the 2015 Annual Budget 15-17
 - C. Ordinance No. 2015-22 vacating Bonnieview Road right-of-way between Euclid Road and the Railroad right-of-way pursuant to Chapter 35.79 RCW and establishing and effective date 18-22
 - D. Ordinance No. 2015-23 regarding a Supporting Investments in Economic Diversification Contract with Yakima County and the City of Grandview for the Euclid/Wine Country Road Improvements; authorizing the Mayor to execute all documents necessary to implement the agreement and receive and expend all monies received under the agreement for the project; and creating project Fund 330 – Euclid/WCR Improvements and authorizing the City Treasurer to make interfund loans to support cash flow to Fund 330 – Euclid/WCR Improvements 23-37
 - E. Resolution No. 2015-55 authorizing the Mayor to sign the Technical Assistance Contract No. 010116GV with the Yakima Valley Conference of Governments 38-42
 - F. Resolution No. 2015-56 authorizing the Mayor to sign the Washington State Transportation Improvement Board Fuel Tax Grant Agreement for the FY 2017 Arterial Preservation Project 3-E-183(004)-1 Wine Country Road from Ash Street to Fir Street 43-52
- 7. UNFINISHED AND NEW BUSINESS**
 - A. Cancellation of December 22, 2015 Council Meeting
- 8. CITY ADMINISTRATOR AND/OR STAFF REPORTS**
- 9. MAYOR & COUNCILMEMBER MEETING REPORTS**
- 10. EXECUTIVE SESSION**
- 11. ADJOURNMENT**

**GRANDVIEW CITY COUNCIL
REGULAR MEETING MINUTES
NOVEMBER 24, 2015**

1. CALL TO ORDER

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

Present were: Mayor Childress and Councilmembers Mike Everett, Gloria Mendoza, Bill Moore, Javier Rodriguez and Joan Souders. Excused from the meeting were Councilmembers Dennis McDonald and Jesse Palacios.

Staff present were: City Administrator/Public Works Director Cus Arteaga, City Attorney Quinn Plant, City Treasurer Matt Cordray, Parks & Recreation Director Mike Carpenter, Police Chief Kal Fuller, Assistant Police Chief Mike Hopp, Assistant Public Works Director Santos Trevino, Library Director Elizabeth Jahnke and City Clerk Anita Palacios.

2. PLEDGE OF ALLEGIANCE

City Attorney Plant led the pledge of allegiance.

3. PRESENTATIONS

A. 25-Year Service Award – David Palacios, Police Sergeant

Mayor Childress presented a 25-Year Service Award to David Palacios, Police Sergeant, in recognition and appreciation of his loyal service and dedication to the City of Grandview.

4. PUBLIC COMMENT

Ray Hallett, 3731 Forsell Road, Grandview and property owner on North Euclid, voiced his opposition to the Bonnieview Street vacation petition.

5. CONSENT AGENDA

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

- A. Minutes of the November 9, 2015 special study session**
- B. Minutes of the November 9, 2015 special meeting**
- C. Payroll Electronic Fund Transfers (EFT) Nos. 5470-5474 in the amount of \$69,271.07**
- D. Payroll Check Nos. 8476-8494 in the amount of \$83,940.35**
- E. Payroll Direct Deposit 11/1/15-11/15/15 in the amount of \$89,959.37**
- F. Claim Check Nos. 109319-109404 in the amount of \$196,102.39**
- G. Resolution No. 2015-48 amending Chapter 9 Longevity Pay, Section 9.01 Additional Compensation of the Personnel Policy Manual**
- H. Resolution No. 2015-49 authorizing the Mayor to sign the 2016 Corrections/Detention Agreement with Yakima County**

6. ACTIVE AGENDA

A. Bonnieview Street Vacation Petition

On November 10, 2015, the City Council held a public hearing to consider a petition to vacate right-of-way known as Bonnieview Road from Euclid Road to the Union Pacific Railroad right-of-way.

Councilmember Moore recused himself from the meeting on this agenda item.

Mayor Childress stated that Councilmember McDonald requested to attend the meeting via speakerphone for the deliberation and vote on Agenda Item 6(A) Bonnieview Street Vacation Petition.

On motion by Councilmember Everett, second by Councilmember Souders, Council approved the request to allow Councilmember McDonald to attend the meeting via speakerphone for Agenda Item 6(A) Bonnieview Street Vacation Petition.

City Clerk Palacios called Councilmember McDonald on the speakerphone in the Council Chambers.

Councilmember McDonald confirmed his identity and that he could hear the proceedings via speakerphone.

Mayor Childress confirmed that all present in the Council Chambers could hear Councilmember McDonald who was attending via speakerphone.

The Council deliberated on FruitSmart's petition to vacate that portion of Bonnieview Road.

On motion by Councilmember Souders, second by Councilmember Everett, Council approved the petition from FruitSmart to vacate Bonnieview Road from Euclid Road to the Union Pacific Railroad right-of-way and directed the City Attorney to prepare an ordinance vacating that portion of Bonnieview Road subject to the completion of the recommended improvements to the Euclid/Wine Country Road intersection and widening of Forsell Road from Wallace Way to Euclid Road.

Councilmembers Everett, McDonald, Souders and Rodriguez voted in favor and Councilmember Mendoza voted in opposition.

Mayor Childress stated that discussion on Agenda Item 6(A) Bonnieview Street Vacation Petition had concluded and Councilmember McDonald's attendance via speakerphone was terminated.

B. Public Hearing – 2016 Preliminary Budget

Mayor Childress opened the public hearing for the purpose of receiving comments on the 2016 Preliminary Budget.

Mayor Childress requested public comments. No public comments were received.

City Clerk Palacios indicated that there were no public comments received by mail.

The public testimony portion of the hearing was declared closed and no further comments were received.

C. Public Hearing – Grandview Transportation Benefit District Proposed Assumption

Mayor Childress opened the public hearing to receive comments on the proposed assumption of the rights, powers, functions and obligations of the Grandview Transportation Benefit District by reading the public hearing procedure.

City Administrator Arteaga explained that the 2015 Legislature included within its transportation funding bill new legislation affecting Transportation Benefit Districts (TBD). Second Engrossed Substitute Senate Bill 5987, which took effect on July 15, 2015, allows a city that has a TBD with the same boundaries as the city to absorb the TBD and assume all the TBD's rights, powers, functions and obligations, with the result that the TBD would cease to exist as a separate entity.

No comments were received during the public hearing or by mail and the hearing was closed.

D. Ordinance No. 2015-19 assuming the rights, powers, functions, and obligations of the Grandview Transportation Benefit District (TBD) as allowed by Second Engrossed Substitute Senate Bill 5987, Section 302 and abolishing the Grandview TBD governing board followings its assumption

On motion by Councilmember Everett, second by Councilmember Moore, Council approved Ordinance No. 2015-19 assuming the rights, powers, functions, and obligations of the Grandview Transportation Benefit District (TBD) as allowed by Second Engrossed Substitute Senate Bill 5987, Section 302 and abolishing the Grandview TBD governing board followings its assumption.

E. Resolution No. 2015-50 amending the City of Grandview's Urban Growth Area and Approving an Addendum to the Capital Facilities Plan

The Growth Management Act required Yakima County and its cities complete Urban Growth Area reviews and revisions by June 30, 2017. The City of Grandview proposed to add land to the UGA to correct mapping errors of two split-zoned parcels on Pleasant Avenue and Olmstead Road. On September 23, 2015, the Yakima County Planning Commission voted to recommend that the Board of Yakima County Commissioners approve the requested changes to the City's UGA boundary subject to submittal of a Capital Facilities Plan Addendum identifying the cost to serve the expansion area with water, sewer and roads.

On motion by Councilmember Moore, second by Councilmember Mendoza, Council approved Resolution No. 2015-50 amending the City of Grandview's Urban Growth Area and approving an Addendum to the Capital Facilities Plan.

F. Resolution No. 2015-51 approving Task Order No. 2015-02 Addendum No. 2 with Huibregtse, Louman Associates, Inc., for the East Wine Country Plaza Improvements

On March 18, 2015, bids were opened for the construction of the East Wine Country Plaza which was being funded through the SIED Program. The City received very good bids and approximately \$180,000 remained in the fund budget. The City requested approval from the SIED Board to use the remaining funds for improvements of East Wine Country Road. The proposed improvements would include an asphalt grind/overlay, new LED lights and irrigation improvements.

Favorable construction bids allowed Council to enhance the project by approving a Change Order to grind and overlay Wine Country Road, install an irrigation system and upgrade street lights from high pressure sodium to LED fixtures. Council approved Addendum No. 1 to Task Order 2015-02, which increased engineering fees necessary for the Change Order work.

Manufacturer delay in providing LED replacement heads and light poles caused this work to occur separately from paving and irrigation work, which created eleven (11) additional working days for engineering services during construction necessary to track this work as force account. In addition to the increased working days, the engineers completed other tasks outside the scope of the original task order including: troubleshooting illumination conversion, coordination with pacific power staff and specifications, and coordination with the Department of Ecology regarding a storm water system permit. Engineering services work remained necessary to enforce submission of information and completion of closeout by the contractor. It was estimated the additional cost of the work described above to be \$14,600. The City currently had an overall project funding balance of \$23,285.51 in SIED grant funds, leaving \$8,685.51 to be returned to the Yakima County SIED fund.

On motion by Councilmember Rodriguez, second by Councilmember Souders, Council approved Resolution No. 2015-51 approving Task Order No. 2015-02 Addendum No. 2 with Huibregtse, Louman Associates, Inc., for the East Wine Country Plaza Improvements.

G. Resolution No. 2015-52 authorizing the Mayor to sign a Proposal and Construction Contract with Granite Construction Company for the North Euclid Road overlay

Cascade Natural Gas replaced the natural gas main on North Euclid and was now preparing to re-asphalt the construction trench on the eastern section of the roadway. Cascade Gas would repair half of the roadway at their expense. However, the western section of the road was in very bad shape. The City acquired a bid to repair the western section at the same time that the eastern section was repaired. The estimate was approximately \$33,000 and included grinding the asphalt, re-leveling and applying a new asphalt surface. The City had funds to complete this repair in the Transportation Benefit District (TBD) budget. This improvement and/or repair met the goals of the TBD.

On motion by Councilmember Moore, second by Councilmember Everett, Council approved Resolution No. 2015-52 authorizing the Mayor to sign a Proposal and Construction Contract with Granite Construction Company for the North Euclid Road overlay.

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H. Museum Renovation Project – Bid and Budget Consideration

At the September 8, 2015 meeting, Council authorized staff to proceed with the bidding process for the museum building renovation project at 115 West Wine Country Road. The City entered into a task order with Huibregtse, Louman Associates, Inc., for design services, bid specifications and project administration. BORArchitecture was the sub-consultant for the project. BORA prepared bid specifications and drawings for the project and the bid advertisement took place in late October/early November. The bid opening was held on November 16th.

The City received seven bids for the project. The lowest responsible bidder was Banlin Construction with a base bid of \$220,548. The bid submitted by Banlin Construction was reviewed by the architect. Based on the bid amount and overall project budget, there was a shortfall of \$30,000 within the Capital Improvement Fund to complete the project. One option was to transfer \$30,000 from the Current Expense Fund to the Capital Improvement Fund within the 2016 budget to offset the project shortfall. If additional funding was approved and the City accepted the base bid from Banlin Construction, the City could authorize the Mayor to sign a construction contract with Banlin Construction at the December 8th Council meeting.

On motion by Councilmember Souders, second by Councilmember Rodriguez, Council approved transferring \$30,000 from the Current Expense Fund to the Capital Improvement Fund to offset the project shortfall and accepted the lowest responsible bid from Banlin Construction for the Museum renovation project.

7. UNFINISHED AND NEW BUSINESS

A. 2016 Preliminary Budget

At the November 9th budget study session, Council consensus was to remove the following recommended changes to the 2016 preliminary budget prior to the Bonnieview Road street vacation decision:

CURRENT EXPENSE

Economic Development

- Increase of \$50,000 to E.D.G.E for Euclid/WCR intersection and Forsell half street improvements.

STREET

Roadway

- Increase of \$50,000 to Improvements Other Than Buildings for Euclid/WCR intersection and Forsell half street improvements.

On motion by Councilmember Everett, second by Councilmember Souders, Council approved the allocation of \$50,000 from the Current Expense Fund and \$50,000 from the Street Fund to proceed with the SIED Grant/Loan for the Euclid/Wine Country Road intersection and Forsell half street improvements.

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On motion by Councilmember Everett, second by Councilmember Souders, Council directed staff to include the following items in the 2016 preliminary budget subject to Council approval prior to construction:

- **Install a fence along Wine Country Road right-of-way at an estimated cost of \$8,500.**
- **Install a fence along East Wine Country Road right-of-way at an estimated cost of \$8,100.**
- **Rename Stokely Square to Freedom Square and provide for park amenities at an estimated cost of \$15,000.**
- **Install walkway from the parking lot to the Dysktra Park pathway at an estimated cost of \$5,000.**

B. Financial Reserve Policy Update

At the November 9th budget study session, Councilmember Everett recommended Council adopt a "Rainy Day" Fund of at least 10% of the total budget and in order to dip into the fund, a super majority of the Council would be required.

City Administrator stated that City Attorney Plant researched the request and distributed a copy of *RCW 35A.33.145 Contingency fund – Creation* which reads:

Every code city may create and maintain a contingency fund to provide moneys with which to meet any municipal expense, the necessity or extent of which could not have been foreseen or reasonably evaluated at the time of adopting the annual budget, or from which to provide moneys for those emergencies described in RCW 35A.33.080 and 35A.33.090. Such fund may be supported by a budget appropriation from any tax or other revenue source not restricted in use by law, or also may be supported by a transfer from other unexpended or decreased funds made available by ordinance as set forth in RCW 35A.33.120: PROVIDED, That the total amount accumulated in such fund at any time shall not exceed the equivalent of thirty-seven and one-half cents per thousand dollars of assessed valuation of property within the city at such time. Any moneys in the contingency fund at the end of the fiscal year shall not lapse except upon reappropriation by the council to another fund in the adoption of a subsequent budget.

He noted that the City's current assessed valuation of property was \$436 million which would equate to \$163,500 that could be budgeted to a contingency fund.

Following discussion, Council consensus was to discuss the creation of a contingency fund during next year's budget process.

8. CITY ADMINISTRATOR AND/OR STAFF REPORTS

TIB Grant Award – Wine Country Road (Ash to Fir) – The City was awarded a TIB Arterial Preservation Program grant from the Washington State Transportation Improvement Board in the amount of \$406,000 for a grind and overlay of approximately 5,200 feet of Wine Country Road from Ash Street to Fir Street.

East Fourth Street Neighborhood Improvements – The East Fourth Street Neighborhood Improvements were substantially complete with the exception of the street lighting which should be installed in four to six weeks.

Rose Garden Parking Limit Signs – Public Works received a request to install parking limit signs at the Rose Garden parking lot due to the limited space. Council concurred and directed staff to install four- hour parking limit signs.

Gateway Sign – The digital gateway sign at the west entrance constructed by CEIS signs was completed. The City would have exclusive advertising displays for the first two weeks. It was noted that the sign was constructed at no cost to the City and the City would be receiving an annual lease amount from CEIS in the amount of \$3,500.

9. **MAYOR & COUNCILMEMBER MEETING REPORT**

Dog Park Fundraiser – Councilmember Souders reported that the Dog Park Committee would be holding their annual “Santa Paws” fundraiser at Bleyhl Farm Service on December 5th and 12th.

10. **EXECUTIVE SESSION** – None

11. **ADJOURNMENT**

The regular meeting adjourned at 8:45 p.m.

Mayor Norm Childress

Anita Palacios, City Clerk

**CITY OF GRANDVIEW
AGENDA ITEM HISTORY/COMMENTARY
CITY COUNCIL MEETING**

ITEM TITLE

Resolution No. 2015-53 accepting the bid and authorizing the Daily Sun News as the Official City Newspaper for the year 2016

AGENDA NO. Consent 5 (F)

AGENDA DATE: December 8, 2015

VISION 2021

MISSION

FUNDING CERTIFICATION (City Treasurer)
(If applicable)

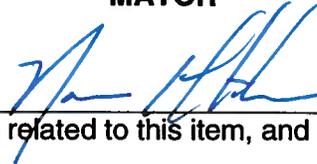
DEPARTMENT DIRECTOR REVIEW

Anita Palacios, City Clerk



CITY ADMINISTRATOR

MAYOR

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

RCW 35.23.352(7) provides that bids are required to secure the services of the official newspaper.

ITEM COMMENTARY (Background, discussion, key points, recommendations, etc.) Please identify any or all impacts this proposed action would have on the City budget, personnel resources, and/or residents.

Bids to serve as the Official City Newspaper for the year 2016 were opened on November 24, 2015. The City received three (3) bids from the Daily Sun News, Grandview Herald and Review-Independent. The bids were as follows:

<u>Newspaper</u>	<u>Type of Publication</u>	<u>Rate (per column inch)</u>
Daily Sun News	Legal Notices	\$4.00
Grandview Herald	Legal Notices	\$4.25
Review-Independent	Legal Notices	\$8.50

ACTION PROPOSED

Approve Resolution No. 2015-53 accepting the bid and authorizing the Daily Sun News as the Official City Newspaper for the year 2016.

RESOLUTION NO. 2015-53

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
ACCEPTING THE BID AND AUTHORIZING THE DAILY SUN NEWS AS THE
OFFICIAL CITY NEWSPAPER FOR THE YEAR 2016**

WHEREAS, RCW 35.23.352(7) requires that bids be called annually for the publication in a newspaper of general circulation in the city of all notices or newspaper publications required by law and that the contract be awarded to the lowest responsible bidder; and,

WHEREAS, the City has solicited bids from qualified legal newspapers to serve as the official newspaper of the City of Grandview for the year 2016; and,

WHEREAS, the City received three (3) bids in response to such solicitation from the Daily Sun News, Grandview Herald and Review-Independent and,

WHEREAS, the City Council finds and determines that the Daily Sun News is the lowest responsible bidder;

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

The City Council hereby waives minor irregularities in the bidding process with respect to the bid submitted by the Daily Sun News. That the bid submitted by the Daily Sun News to serve as the official newspaper of the City of Grandview for the year 2016, including the rate for legal notices of \$4.00 per column inch, all as set forth in the attached proposal, is hereby approved and accepted, and the Mayor is hereby authorized to execute any and all documents necessary or appropriate to accomplish such transaction.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on December 8, 2015.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**BID FORM
OFFICIAL NEWSPAPER**

I/We the undersigned, having read all requirements of this call for bids, together with all the special provisions and specifications set forth herein, do agree in every particular, and will provide the service as specified herein as follows:

Name of Newspaper: Daily Sun News

Number of days per week newspaper is published: 5 days per week.

Services and Rates.

Describe rate(s) to be charged to the City of Grandview for publications. Please describe all rates to be charged, and note different rates, if any, for different types of publication (i.e., legal notices, advertising, etc.). Please describe rate per column inch of publication:

<u>Type of Publication</u>	<u>Rate (per Column Inch)</u>
Legal Notices	\$ 4.00 per col. Inch
Display Advertising	\$ 8.00 per col. Inch
Preprint Insertion Rate	\$ 61 per thousand
Color (spot or single)	\$ 65
Color (Full process)	\$ 90

Classified Rates – These rates are charged based on the number of lines and number of insertions on a sliding scale. The base price for a two-line classified to publish one day is \$5.68. As the number of lines and consecutive insertion dates increase the cost goes down.

NOTE: Rates must not exceed the national advertising rate as defined in RCW 65.16.091

Bidder's Name: **Roger Harnack (publisher)**
Address (Office of Publication): 600 S. 6th St.
Mailing Address: P.O. Box 878,
Sunnyside, WA 98944

Telephone Number:: 509-837-4500
FAX Number: 509-837-6397

Signature of Authorized Official: _____

Print Name: ROGER HARNACK Title of Official: PUBLISHER

**CITY OF GRANDVIEW
AGENDA ITEM HISTORY/COMMENTARY
CITY COUNCIL MEETING**

ITEM TITLE

Resolution No. 2015-54 accepting the bid for the Museum Renovation Project and authorizing the Mayor to sign all contract documents with Banlin Construction

AGENDA NO.: Consent 5 (G)

AGENDA DATE: December 8, 2015

VISION 2021

FUNDING CERTIFICATION (City Treasurer)
(If applicable)

DEPARTMENT DIRECTOR REVIEW

Mike Carpenter, Parks & Recreation Director



CITY ADMINISTRATOR

MAYOR



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

ITEM COMMENTARY (Background, discussion, key points, recommendations, etc.) Please identify any or all impacts this proposed action would have on the City budget, personnel resources, and/or residents.

At the November 24, 2015 City Council meeting, Council accepted the lowest responsible bid from Banlin Construction for the Museum renovation project in the amount of \$220,548.

ACTION PROPOSED

Approve Resolution No. 2015-54 accepting the bid for the Museum Renovation Project and authorizing the Mayor to sign all contract documents with Banlin Construction.

RESOLUTION NO. 2015-54

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
ACCEPTING THE BID FOR THE MUSEUM RENOVATION PROJECT AND
AUTHORIZING THE MAYOR TO SIGN ALL CONTRACT DOCUMENTS
WITH BANLIN CONSTRUCTION**

WHEREAS, the City of Grandview has advertised for bids for the Museum Renovation Project; and,

WHEREAS, Banlin Construction of Kennewick, Washington has submitted the lowest responsible bid for said renovations, which bid has been accepted;

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

The Mayor is hereby authorized to sign all contract documents with Banlin Construction for the Museum Renovation Project in the amount of \$220,548.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on December 8, 2015.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

ORDINANCE NO. 2015-20

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,
ADOPTING THE BUDGET AND CONFIRMING TAX LEVIES
FOR REVENUE TO CARRY ON THE GOVERNMENT
FOR THE FISCAL YEAR ENDING DECEMBER 31, 2016**

WHEREAS, the City Clerk did publish notice that the Council of the City of Grandview, Washington, would meet on the 24th day of November, 2015, at 7:00 p.m., in the Council Chambers of the City Hall of said City for the purpose of making and adopting the budget for the fiscal year 2016, and confirming a tax levy based upon the same fiscal year, and giving taxpayers within the limits of said City an opportunity to be heard upon said budget; and

WHEREAS, said City Council did meet at said time and place and did then consider the matter of said proposed budget and tax levy, no objections to the same having been filed with the City Clerk, and no persons appearing to make objections to the same, the Council concluded that the budget was in accord with the needs of the citizens of Grandview; and

WHEREAS, said proposed budget does not exceed the lawful limits of taxation allowed by law to be levied on the property of the City of Grandview for the purposes set forth in said budget, being all necessary to carry on the government of said City during said period,

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

SECTION I. That the City Council of the City of Grandview hereby adopts by reference the 2016 Annual Budget, which is on file in the Office of the City Clerk of Grandview. That required expenditures for the various departments and needs and operation of government of the City of Grandview, Washington, for the fiscal year ending December 31, 2016, are fixed in the following amounts, to-wit:

RECAPITULATION -- ALL FUNDS

Fund	Beginning Balance	Revenue	Expenditures	Ending Balance
Current Expense	1,523,025	5,095,390	5,738,520	879,895
E.M.S.	159,350	127,300	138,680	147,970
Law & Justice Tax	117,825	270,150	275,700	112,275
Street	228,340	575,250	641,520	162,070
Cemetery	83,670	137,550	152,060	69,160
Capital Improvements	242,950	105,200	340,000	8,150
EWC Plaza	250	0	0	250

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Water/Sewer	5,521,670	6,538,085	5,887,755	6,172,000
Irrigation	255,395	445,200	504,730	195,865
Solid Waste	458,140	1,079,400	1,090,940	446,600
W/S Rev. Bond Redemption	141,275	435,500	423,300	153,475
Equipment Rental	2,100,185	542,000	435,655	2,206,530
Transportation Benefit District	116,815	150,200	93,410	173,605
Total	10,948,890	15,501,225	15,722,270	10,727,845

SECTION II. That a regular levy of \$1,479,000 levied upon the taxable real and personal property situated within the City of Grandview, taxable under the laws of the State of Washington as City taxes, as 2016 taxes, as affixed by Ordinance No. 2015-15 are hereby affirmed and said amount shall be appropriated.

SECTION III. The City Clerk is hereby instructed to forthwith certify said budget and tax levy to the County Assessor of Yakima County, Washington, for the purpose of having said taxes extended on the tax roll as provided by law, and said assessor is hereby authorized to extend said taxes accordingly.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** this 8th day of December, 2015.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLISH: 12/9/15
EFFECTIVE: 12/14/15

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**CITY OF GRANDVIEW
AGENDA ITEM HISTORY/COMMENTARY
CITY COUNCIL MEETING**

ITEM TITLE

AGENDA NO.: Active 6 (B)

Ordinance No. 2015-21 amending the 2015 Annual Budget

AGENDA DATE: December 8, 2015

VISION 2021

FUNDING CERTIFICATION (City Treasurer)
(If applicable)

MISSION - ...to create a FINANCIALLY SUSTAINABLE CITY

DEPARTMENT DIRECTOR REVIEW

Matthew Cordray, City Treasurer



CITY ADMINISTRATOR

MAYOR



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

After staff monitoring and review of funds, we have identified some budget accounts to be amended. Ordinance No. 2015-21 provides for the amending of the 2015 Annual Budget to accommodate the changes in sources and uses.

ITEM COMMENTARY (Background, discussion, key points, recommendations, etc.) Please identify any or all impacts this proposed action would have on the City budget, personnel resources, and/or residents.

By Fund the highlights of the budget changes are:

CEMETERY FUND: Increase in Opening & Closing revenue with an equal increase in appropriations for Regular Salaries & Wages and Professional Services have resulted in no changes to the estimated **Ending Fund Balance**.

ACTION PROPOSED

Approve Ordinance No. 2015-21 amending the 2015 Annual Budget.

ORDINANCE NO. 2015-21

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,
AMENDING THE 2015 ANNUAL BUDGET**

WHEREAS, the original 2015 estimated beginning fund balances and revenues in numerous funds do not reflect available budget sources; and

WHEREAS, there are necessary and desired changes in uses and expenditure levels in numerous 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 2015 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 December 8, 2015.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLICATION: 12/9/15

EFFECTIVE: 12/14/15

Exhibit A - Ordinance No. 2015-21

Beginning Balance	Estimated Revenues	Appropriated Expenditures	Ending Balance	Budget Total
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Cemetery Fund					
Original 2015 Budget	63,795	126,250	148,680	41,365	190,045
Amendment Amount	-	10,000	10,000	-	10,000
Amended Total	63,795	136,250	158,680	41,365	200,045

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ORDINANCE NO. 2015-22

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,
VACATING BONNEVIEW ROAD RIGHT-OF-WAY BETWEEN EUCLID
ROAD AND THE RAILROAD RIGHT-OF-WAY PURSUANT TO CH. 35.79 RCW
AND ESTABLISHING AN EFFECTIVE DATE**

WHEREAS, the City received a petition from FruitSmart, Inc., requesting that the Bonnieview Road right-of-way between Euclid Road and the railroad right-of-way, as more particularly described on Exhibit A attached hereto and incorporated by this reference, be vacated; and

WHEREAS, the petition contained the signature of the owner of more than two-thirds of the property abutting the portion of Bonnieview Road sought to be vacated; and

WHEREAS, the action of vacating a street or roadway is categorically exempt from environmental review under the State Environmental Policy Act, Ch. 43.21C RCW, per WAC 197-11-800(2)(i); and

WHEREAS, the City Council by passage of Resolution No. 2015-43 established November 10, 2015, as the date for a public hearing to consider the requested street vacation; and

WHEREAS, the City Clerk posted and published the appropriate notices of the public hearing as required by RCW 35.79.020; and

WHEREAS, the hearing was held as scheduled on November 10, 2015, and all persons who wished to testify were provided an opportunity to do so; and

WHEREAS, the City Council deliberated as to whether the proposed vacation would satisfy the policies and criteria set forth in Ch. 35.79, would satisfy other requirements of state and local law, and would otherwise benefit the City and residents of Grandview at a regular open public meeting of the City Council on November 24, 2015; and

WHEREAS, the City has been awarded grant funds and secured approval for a loan through the Yakima County Supporting Investments in Economic Diversification (SIED) program for roadway and infrastructure improvements at the intersection of Euclid Road and Wine Country Road and along the south side of Forsell Road (herein the "SIED project"), all within the vicinity of the roadway proposed for vacation; and

WHEREAS, if undertaken, the SIED project will improve the City's transportation infrastructure in the vicinity of the roadway proposed for vacation; and

WHEREAS, FruitSmart, Inc., has agreed to contribute \$64,000 over a period of five years towards repayment of the loan for the SIED project if the Bonnieview Road right-of-way between Euclid Road and the railroad right-of-way is vacated; and

WHEREAS, vacating the Bonnieview Road right-of-way between Euclid Road and the railroad right-of-way will improve safety for traffic and pedestrians, facilitate the expansion of business within the City of Grandview, including employment and payroll contributions to the City's economy; and

WHEREAS, the City Council of the City of Grandview approves the petition and vacates the Bonnieview Road right-of-way between Euclid Road and the railroad right-of-way on the conditions set forth below;

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

Section 1. The City of Grandview hereby vacates its interest in the Bonnieview Road right-of-way between Euclid Road and the railroad right-of-way as more particularly described on the attached Exhibit A, which is incorporated herein by reference, at the time and subject to the terms and conditions contemplated by this Ordinance.

Section 2. The right to exercise and grant easements for all public utilities and public services of any nature, including without limitation: drainage, water, sewer, telecommunication locations, power, lights and other public services shall be and is hereby reserved in favor of the City over, under and across the entire property vacated by this ordinance. In consideration for the right-of-way vacation approved herein, the petitioner shall acknowledge and consent to such reservation and all other conditions and terms herein by making prepayment to the City for its fees to record this ordinance in the Office of the Yakima County Auditor. At the request of the City, petitioner shall further acknowledge such reservation by executing and recording a formal easement acceptable to and in favor of the City for such use.

Section 3. This Ordinance shall be in full force and effect five (5) day after its passage and publication as required by law. However, the vacation shall not be effective until such time as this Ordinance is recorded. The City Clerk is directed to record a certified copy of this Ordinance with Yakima County, thereby making the vacation effective, only when:

- (1) FruitSmart, Inc., has executed any such formal easements as required by the City pursuant to Section 2 of this Ordinance;
- (2) The SIED project, to include roadway and infrastructure improvements at the Euclid Road/Wine Country Road intersection and along the south side of Forsell Road, is completed; and

(3) FruitSmart, Inc., and the City have executed an agreement memorializing repayment by FruitSmart, Inc., totaling \$64,000 over five years, of a portion the loan facilitating the SIED project.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on December 8, 2015.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLICATION: 12/9/15
EFFECTIVE: 12/14/15

Exhibit A

**City of Grandview
Bonnieview Right of Way Vacation
HLA Project No. 15007
December 1, 2015**

That portion of Bonnieview Road right of way, lying Easterly of the Easterly right of way line of Euclid Road and Southwesterly of the Southwesterly right of way line of the Northern Pacific Railway, said right of way being that portion shown on BRYANT'S GRANDVIEW ACRE TRACTS, according to the official plat thereof, recorded in Volume 'E' of Plats, Page 28, records of Yakima County, Washington and also being the Northerly portion of Tract 'E' of THE PLAT OF GRANDVIEW, according to the official plat thereof, recorded in Volume 'B' of Plats, Page 6, records of Yakima County, Washington. Reserving therefrom an easement for watermain purposes. Said easement being 16.00 feet in width and lying 8.00 feet on each side of the watermain as it exists.



Euclid Rd.

Bryant's
Grandview
Acre
Tracts
(E-28)

S.P. 90-70
230914-33595
230914-33605

Northern Pacific Railway

Bonnieview Rd.



230923-22406

Right of Way
to be Vacated

Approximate
Location of
Watermain

Tract 'E'
Plat of Grandview
(B-6)

P: Projects/2015/15007/Bonnieview_Vac.dwg

 **HLA**
Huibregtse, Louman Associates, Inc.
Civil Engineering ♦ Land Surveying ♦ Planning

2803 River Road
Yakima, WA 98902
509.966.7000
Fax 509.965.3800
www.hlacivil.com

City of Grandview
Right of Way Vacation-Exhibit A
Bonnieview Road
City of Grandview, Yakima County, Washington

**CITY OF GRANDVIEW
AGENDA ITEM HISTORY/COMMENTARY
CITY COUNCIL MEETING**

ITEM TITLE

Ordinance No. 2015-23 regarding a Supporting Investments in Economic Diversification Contract with Yakima County and the City of Grandview for the Euclid/Wine Country Road Improvements; authorizing the Mayor to execute all documents necessary to implement the agreement and receive and expend all monies received under the agreement for the project; and creating project Fund 330 – Euclid/WCR Improvements and authorizing the City Treasurer to make interfund loans to support cash flow to Fund 330 – Euclid/WCR Improvements

AGENDA NO.: Active 6 (D)

AGENDA DATE: December 8 2015

ORIGINATING SOURCE

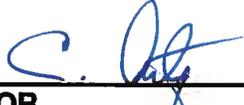
City Administrator/Public Works Director

FUNDING CERTIFICATION (City Treasurer) (If applicable)

N/A

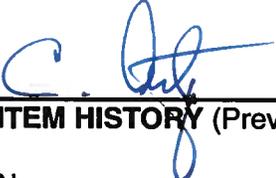
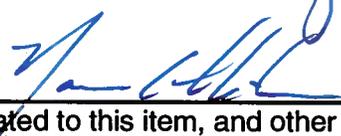
DEPARTMENT HEAD REVIEW

Cus Arteaga, City Administrator/Public Works Director



CITY ADMINISTRATOR

MAYOR

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

None

ITEM COMMENTARY (Background, discussion, key points, recommendations, etc.) Please identify any or all impacts this proposed action would have on the City budget, personnel resources, and/or residents.

In October, the City was awarded a half grant and half loan in the amount of \$414,600.00 (\$207,300.00 to be in the form of a loan and \$207,300 to be in the form of a grant) from the Yakima County Infrastructure Fund also referred to as the Supporting Investments in Economic Diversification (SIED) Fund for the Euclid/Wine Country Road Improvements. In addition, the City is required to provide a local match in the amount of \$103,650. The project is a partnership with FruitSmart and the Port of Grandview. FruitSmart will reimburse the City \$64,000.00 and the Port of Grandview will reimburse \$5,000.00.

Please note Exhibit A is not attached to the SIED Contract at this time. Exhibit A is the debt service schedule that is not completed until both parties sign. This is because interest is calculated on the date the County Commissioners sign the agreement, as they sign last. It saves the City interest because if the County calculated the debt schedule now, the City would be paying interest from the date the County Treasurer calculates the schedule. Therefore, knowing the date the agreement becomes effective (date both parties sign), the interest rate (2.44%) and terms of payment (ten payments with the first payment June 1, 2016 and last payment June 1, 2025) provides everything necessary in the agreement to calculate Exhibit A.

As all other requirements for Exhibit A are now in the agreement except the date signed, waiting to attach Exhibit A only benefits the City.

ACTION PROPOSED

Approve Ordinance No. 2015-23 regarding a Supporting Investments in Economic Diversification Contract with Yakima County and the City of Grandview for the Euclid/Wine Country Road Improvements; authorizing the Mayor to execute all documents necessary to implement the agreement and receive and expend all monies received under the agreement for the project; and creating project Fund 330 – Euclid/WCR Improvements and authorizing the City Treasurer to make interfund loans to support cash flow to Fund 330 – Euclid/WCR Improvements



YAKIMA COUNTY FINANCIAL SERVICES

Craig M. Warner
Director
574-1313
craig.warner@co.yakima.wa.us

Forrest A. Smith
Sr. Manager
574-1316
forrest.smith@co.yakima.wa.us

Susan M. Remer
Sr. Manager
574-1366
susan.remer@co.yakima.wa.us

November 17, 2015

City of Grandview
Attn: Cus Arteaga, City Administrator
207 West Second Street
Grandview, WA 98930

RE: SIED Contract Number YC-EWCR-15

Cus:

Enclosed are four originals of SIED Contract Number YC-EWCR-15 between Yakima County and the City of Grandview for signatures by the City of Grandview officials. This contract is for the Euclid/Wine Country Road improvements.

Please return all four signed originals to this office. We will send you one original for your files after approval by the Yakima County Board of Commissioners.

Thank you.

Sincerely,

Craig M. Warner
Financial Services Director

Enclosures: 4

ORDINANCE NO. 2015-23

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,
REGARDING A SUPPORTING INVESTMENTS IN ECONOMIC DIVERSIFICATION
CONTRACT WITH YAKIMA COUNTY AND THE CITY OF GRANDVIEW FOR THE
EUCLID/WINE COUNTRY ROAD IMPROVEMENTS; AUTHORIZING THE MAYOR
TO EXECUTE ALL DOCUMENTS NECESSARY TO IMPLEMENT THE AGREEMENT
AND RECEIVE AND EXPEND ALL MONIES RECEIVED UNDER THE AGREEMENT
FOR THE PROJECT; AND CREATING PROJECT FUND 330 – EUCLID/WCR
IMPROVEMENTS AND AUTHORIZING THE CITY TREASURER TO MAKE
INTERFUND LOANS TO SUPPORT CASH FLOW TO FUND 330 – EUCLID/WCR
IMPROVEMENTS**

WHEREAS, sales and use taxes are collected in and for the County under authority of RCW 82.14.370 and Yakima County Code 3.10.010 for the purpose of financing public facilities in the County, and the proceeds are deposited in the Yakima County Infrastructure Fund (also referred to as SIED Fund), according to YCC 3.10.040; and

WHEREAS, the City proposes to construct a project with a combination of City, private, and County funds, including \$414,600.00 from the SIED Fund, \$207,300.00 to be in the form of a loan, and \$207,300 to be in the form of a grant, and thereafter to own and operate the Project for the benefit of the City and the County; and

WHEREAS, RCW 82.14.370 was adopted to serve the goals of promoting business in rural distressed areas, providing family wage jobs and the development of communities of excellence in such areas, and the parties expect the Project to further these goals; and

WHEREAS, RCW 43.160.020 was adopted and amended for related purposes with those of RCW 82.14.370, to define public facilities to include various buildings, structures and works, such as the City's project; and

WHEREAS, the County, under authority of RCW 36.01.085, and by agreement of February 19, 1999, has engaged the Yakima County Development Association, also known as New Vision, to provide administrative and technical assistance in furtherance of the County's economic development; and

WHEREAS, the County has also created the SIED Board to review applications for grants from the SIED Fund and make recommendations for SIED Fund investments based on commitment of other funds, potential for resulting job creation, and other factors; and

WHEREAS, New Vision has investigated the Project and assisted in preparing the pending application for SIED funds, and the SIED Board has reviewed the application for SIED funds and has recommended approval; and

WHEREAS, the SIED Fund balance is sufficient to make the requested contribution to the Project; and

WHEREAS, RCW 39.34 authorizes interlocal agreements whereby municipal governments may jointly exercise the powers granted to each; and

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

SECTION 1: The recitals set forth above are hereby incorporated herein.

SECTION 2: The Mayor or the appropriate City official are authorized to execute all documents necessary to execute and implement the Supporting Investments in Economic Diversification, SIED, Contract with Yakima County (Agreement) and are further authorized to receive and expend all monies received under the Agreement for the Project.

SECTION 3. Fund 330 – Euclid/Wine Country Road Improvements, is hereby established to track revenue and expenditures for the Project and that fund shall be budgeted in the City’s 2016 Budget.

SECTION 4. The City Treasurer, or her designee, is authorized to make interfund loans from an appropriate City Fund to Fund 330 – Euclid/Wine Country Road Improvements, in the minimum amount necessary to cover any cash flow shortage in Fund 330 – Euclid/Wine Country Road Improvements, caused by the Agreement. These loans shall be repaid as soon as funding is available to cover the cash flow shortage. All terms required by the State BARS manual shall be incorporated into the loan document, including interest, if applicable.

SECTION 5: SEVERABILITY. The provisions of this ordinance are hereby declared to be severable. If any section, subsection, sentence, clause, or phrase of this ordinance or its application to any person or circumstance is for any reason held to be invalid or unconstitutional, the remainder of this ordinance shall not as a result of said section, subsection, sentence, clause, or phrase be held unconstitutional or invalid.

SECTION 6: This ordinance shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

PASSED by the City Council and **APPROVED** by the Mayor this 13th at its regular meeting on December 8, 2015.

MAYOR:

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLICATION: 12/9/15

EFFECTIVE: 12/14/15

**YAKIMA COUNTY
and
CITY OF GRANDVIEW
(Euclid/Wine Country Road)**

1. PARTIES

This Supporting Investments in Economic Diversification (hereinafter referred to as SIED) Contract is made by and between Yakima County (hereinafter referred to as **the County**) whose address is 128 North Second Street, County Courthouse, Room 102, Yakima, Washington 98901, and **the City of Grandview** (hereinafter referred to as **the City**) whose address is 207 West Second Street, Grandview, Washington 98930. Notices between the parties shall be made where and as provided for on Page 7, Section 22, NOTICES.

2. TERM

This Contract takes effect upon execution hereof by the authorized representatives of both parties and continues in effect until all payments required under Section 5, MUTUAL CONSIDERATION, Subsection B. REPAYMENT OF COUNTY LOAN, have been made or until terminated as provided for in Section 8, SUSPENSION, TERMINATION, AND CLOSEOUT, provided, the County's right under Section 5, MUTUAL CONSIDERATION, Subsection D. OWNERSHIP AND USE, to use the Project shall continue so long as the Project remains in use.

3. PURPOSE

The purpose of this Contract is to provide for the construction of certain infrastructure improvements (hereinafter referred to as **the Project**) using certain County funds designated for such infrastructure. The Project will provide improvements to the Euclid/Wine Country Road intersection by removing a section of the existing island at the intersection to accommodate the turning radius of large trucks heading northwest on Wine Country Road and turning south onto Euclid Road. This project will also widen the very narrow Forsell Road from Wallace Way to Euclid Road. This project will accommodate the expansion of FruitSmart Inc.'s facilities and improve access to Smucker's as well as the Port of Grandview's Wallace Way Business Park site.

4. RECITALS

- A. The Parties make this Contract based on and in recognition of certain relevant facts and circumstances including:
- B. Sales and use taxes are collected in and for the County under authority of RCW 82.14.370 and Yakima County Code 3.10.010 for the purpose of financing public facilities in the County, and the proceeds are deposited in the Yakima County Infrastructure Fund (also referred to as SIED Fund), according to YCC 3.10.040.
- C. The City proposes to construct the Project with a combination of City, private, and

County funds, including **\$414,600.00 from the SIED Fund, \$207,300.00 to be in the form of a loan, and \$207,300 to be in the form of a grant,** and thereafter to own and operate the Project for the benefit of the City and the County.

- D. RCW 82.14.370 was adopted to serve the goals of promoting business in rural distressed areas, providing family wage jobs and the development of communities of excellence in such areas, and the parties expect the Project to further these goals.
- E. RCW 43.160 and 43.160.020 adopted and amended for related purposes with those of RCW 82.14.370, define public facilities to include various buildings, structures and works, such as the Project.
- F. The County, under authority of RCW 36.01.085, and by agreement of February 19, 1999, has engaged the Yakima County Development Association, also known as New Vision, to provide administrative and technical assistance in furtherance of the County's economic development.
- G. The County has also created the SIED Board to review applications for grants from the SIED Fund and make recommendations for SIED Fund investments based on commitment of other funds, potential for resulting job creation, and other factors.
- H. New Vision has investigated the Project and assisted in preparing the pending application for SIED funds, and the SIED Board has reviewed the application for SIED funds and has recommended approval.
- I. The SIED Fund balance is sufficient to make the requested contribution to the Project.
- J. RCW 39.34 authorizes interlocal agreements whereby municipal governments may jointly exercise the powers granted to each.

5. MUTUAL CONSIDERATION

- A. **COUNTY LOAN**—The County shall *loan* **Two Hundred Seven Thousand Three Hundred Dollars and Zero Cents (\$207,300.00)** for the Project described herein. **This loan amount shall be drawn on the SIED Fund by County warrant, payable to the City, upon the next Yakima County Auditor's warrant issue.**
- B. **REPAYMENT OF COUNTY LOAN**—The City shall *repay* the County's loan of **Two Hundred Seven Thousand Three Hundred Dollars and Zero Cents (\$207,300.00)** with interest on unpaid principal, at an annual per annum rate of 2.44%, which is the Yakima County Interfund Loan Rate. In the event the contract is executed after December 29, 2015, 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, 2016, and annual payments thereafter shall be due on June 1 of each year with the final payment nevertheless due on June 1, 2025; 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.

Payment shall be by check *payable to Yakima County Infrastructure Fund and delivered to Yakima County Treasurer, Yakima County Courthouse, Room 115, 128 North 2nd Street, Yakima, WA 98901*. The City obligation hereunder shall be a limited general obligation of the City, payable from any legally available source of funds. 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.

- C. **COUNTY GRANT**—The County shall *grant Two Hundred Seven Thousand Three Hundred Dollars and Zero Cents (\$207,300.00)* to the City for the Project described herein. **This grant shall be by County warrant drawn on the SIED Fund and payable to the City within 30 days of the County’s receipt of a signed copy of the Project engineer’s certificate that 50 percent of the work on the Project has been completed and the City’s invoice for said grant.**
- D. **OWNERSHIP AND USE**—The City shall construct, own, maintain, and operate the Project as a part of its public infrastructure for economic development, available for use by manufacturing and industrial concerns proximate to the Project. The City shall also permit the use of the Project by the County and its departments on like terms with other users, at such time as the Board of Yakima County Commissioners may deem expedient. For purposes of this paragraph, ownership, maintenance, and operation of the Project or any portion thereof by another municipality, under any conveyance or dedication, which is subject to and preserves the County’s right of use, shall be deemed ownership, maintenance, and operation by the City.

6. RECORDS, REPORTS AND AUDITS

The City agrees to maintain such records, make such reports, and follow such procedures as may be required by the County, pertaining to this Contract. All records pertaining to this Contract and work undertaken hereunder shall be retained by the City for a period of seven years after final audit unless a longer period is required to resolve audit findings or litigation. The County and other authorized representatives of the State and Federal government shall have access to any books, documents, papers, and records of the City, which pertain to this Contract or work undertaken hereunder for the purpose of making audit, examination, excerpts, and transcriptions.

7. RELATIONSHIP OF PARTIES AND AGENTS

- A. The relationship of the City to the County, with regard to construction of the Project, shall be that of an independent contractor rendering professional services. The City shall have no authority to execute contracts or to make commitments on behalf of the County and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the County and the City.

- B. The City represents that it has or will secure at its own expense all personnel, contractors, and/or subcontractors required in order to perform work under this Contract. Such personnel shall not be employees of the County. All such personnel, contractors, and/or subcontractors shall be fully qualified and authorized/permitted under State and/or local law to perform such services.
- C. All services required hereunder will be performed by the City or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State or local law to perform such services.

8. SUSPENSION, TERMINATION, AND CLOSEOUT

- A. If the City fails to comply with the terms and conditions of this Contract, the County may pursue such remedies as are legally available, including, but not limited to, the suspension or termination of this Contract in the manner specified herein:
- B. **SUSPENSION**—If the City fails to comply with terms and conditions of this Contract, or whenever the City is unable to substantiate full compliance with provisions of this Contract, the County may suspend this Contract pending corrective action or investigation, effective not less than seven days following written notification to the City or its authorized representative. The suspension will remain in full force and effect until the City has taken corrective action to the satisfaction of the County and is able to substantiate its full compliance with the terms and conditions of this Contract. No obligations incurred by the City or its authorized representative during the period of suspension will be allowable under this Contract, except:
 - I. Reasonable, proper, and otherwise allowable costs which the City could not avoid during the period of suspension;
 - II. Otherwise, allowable costs incurred during the period of suspension, if upon investigation, the County is satisfied of the City's compliance with the terms and conditions of this Contract to the extent of the compensation claimed by the City.
- C. **TERMINATION FOR CAUSE**—If the City fails to comply with the terms and conditions of this Contract and any of the following conditions exist:
 - I. The lack of compliance with the provisions of this Contract were of such scope and nature that the County deems continuation of this Contract to be substantially detrimental to the interests of the County;
 - II. The City has failed to take satisfactory action as directed by the County or its authorized representative within the time period specified by same;
 - III. The City has failed within the time specified by the County or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this Contract; then,
 - IV. The County may terminate this Contract in whole or in part, and thereupon shall notify the City of termination, the reasons therefore, and the effective date,



provided such effective date shall not be prior to notification of the City. After this effective date, no charges incurred under any terminated portions outlined in the application for funding are allowable.

- D. **TERMINATION FOR OTHER GROUNDS**—This Contract may also be terminated in whole or in part by mutual consent and written agreement setting forth the conditions of termination, including effective date and, in case of termination in part, that portion to be terminated.

9. COPYRIGHT RESTRICTION

No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the City.

10. COMPLIANCE WITH LAWS

The County and the City shall comply with all applicable laws, ordinances, and codes of the Federal, State, and local governments with regard to the performance of this Contract.

11. TITLE VI OF THE CIVIL RIGHT ACT OF 1964

The Contractor agrees that it shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, veteran status, pregnancy, age, marital status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) or any other applicable state, federal or local law, rule or regulation.

The Contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, creed, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

12. SECTION 109—HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall on the grounds of race, color, creed, religion, sex, or national origin be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

13. AGE DISCRIMINATION ACT OF 1975 (As Amended)

No person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving Federal funding assistance (42 U.S.C. 610 et. seq.)

14. SECTION 504 OF THE REHABILITATION ACT OF 1973 (As Amended)

No otherwise qualified individual shall, solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal funds (29 U.S.C. 794).

15. INTEREST OF AGENTS AND OFFICERS OF THE COUNTY AND THE CITY

No member of the governing body of either party and no other officer, employee, or agent of either party who exercises any functions or responsibilities in connection with the planning or carrying out of the Project shall have any personal financial interest, direct or indirect, in this Contract.

16. HOLD HARMLESS AND INDEMNITY

The City shall indemnify and hold harmless the County, its officers, agents, and employees, from all liability, loss or damage, including costs of defense they may suffer as a result of claims, demands, actions costs, or judgments which result from the activities to be performed by the City, its agents, employees, or subcontractors pursuant to this Contract.

17. PUBLIC LIABILITY

The City or its contractor(s) shall maintain for the duration of work under this Contract, issued on an occurrence basis, comprehensive liability insurance with a combined single limit of not less than one million dollars (\$1,000,000.00) from a company authorized to provide insurance in the State of Washington. Said policies shall provide that the policy shall not be canceled or altered by any party without written notice to Yakima County, delivered not less than 30 days prior to such cancellation or alteration. Applicant certifies that comprehensive liability insurance with a combined single limit of not less than \$1,000,000.00 is in effect.

18. ASSIGNABILITY

The City shall not assign any interest in this Contract and shall not transfer any interest in this Contract (whether by assignment or novation) without prior written consent of the County thereto, provided, however, that claims for money by the City from the County under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the County by the City.

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19. NON-WAIVER

The failure of either party to insist upon strict performance of any provision of this Contract or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Contract.

20. CONTRACT MODIFICATIONS

It is mutually agreed and understood that no modification or waiver of any clause or condition of this Contract is binding upon either party unless such modification or waiver is in writing and executed by the County and the City.

21. SEVERABILITY

If any portion of this Contract is changed per mutual contract or any portion is held invalid, the remainder of this Contract shall remain in full force and effect.

22. NOTICES

A. Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties to their addresses as follows:

TO CITY: Cus Arteaga
City Administrator/Public Works Director
207 West Second Street
Grandview, WA 98930

TO COUNTY: Craig Warner, Financial Services Director
128 North Second Street, Room 232
Yakima, WA 98901

or to such other addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

23. INTEGRATION

This Contract contains all terms and conditions agreed to by the County and the City. There are no other oral or written agreements between the City and County as to the subjects contained herein. No changes or additions to this Contract shall be valid or binding upon either party unless such change or addition be in writing and executed by both parties.

24. GOVERNING LAW AND VENUE

All questions of the validity, construction, and application of this Contract shall be governed by the laws of the State of Washington. Venue for any suit between the parties arising out of this Contract shall be the Superior Court of Yakima County, Washington.

35

25. FILING

Upon execution by the authorized representatives of the parties, a copy of this Contract shall be promptly filed with the Yakima County Auditor pursuant to RCW 39.34.040.

36

IN WITNESS WHEREOF, the County and the City have executed this Contract as of the date and year last written below.

CITY OF GRANDVIEW

BOARD OF COUNTY COMMISSIONERS

Norm Childress, Mayor

J. Rand Elliott, Chairman

Approved as to Form:

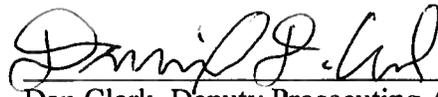
Michael D. Leita, Commissioner

Quinn Plant, City Attorney

Kevin J. Bouchey, Commissioner

Approved as to Form:

Attest:



Dan Clark, Deputy Prosecuting Attorney
WSBA #35901

Anita Palacios, City Clerk

CONTRACT AUTHORIZATION

Attest:

Date

Tiera L. Girard, Clerk of the Board

Date

**CITY OF GRANDVIEW
AGENDA ITEM HISTORY/COMMENTARY
CITY COUNCIL MEETING**

ITEM TITLE

Resolution No. 2015-55 authorizing the Mayor to sign the Technical Assistance Contract No. 010116GV with the Yakima Valley Conference of Governments

AGENDA NO.: Active 6 (E)

AGENDA DATE: December 8, 2015

VISION 2021:

MISSION:

FUNDING CERTIFICATION (City Treasurer)
(If applicable)

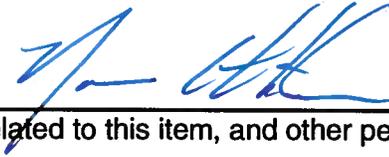
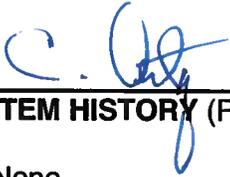
DEPARTMENT HEAD REVIEW

Anita Palacios, City Clerk



CITY ADMINISTRATOR

MAYOR



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

None

ITEM COMMENTARY (Background, discussion, key points, recommendations, etc.) Please identify any or all impacts this proposed action would have on the City budget, personnel resources, and/or residents.

Each year, the City contracts with the Yakima Valley Conference of Governments (YVCOG) for technical assistance to include planning activities and grant applications. YVCOG has the expertise and capability of assisting the City with these activities and projects. The maximum amount of compensation and reimbursement to be paid by the City to YVCOG under this Technical Assistance Contract shall be \$10,000, contract attached.

ACTION PROPOSED

Approve Resolution No. 2015-55 authorizing the Mayor to sign the Technical Assistance Contract No. 010116GV with the Yakima Valley Conference of Governments.



YAKIMA VALLEY CONFERENCE OF GOVERNMENTS

311 North 4th Street, Suite 202 • Yakima, Washington 98901
509-574-1550 • FAX 574-1551
website: www.yvcog.org

November 25, 2015

Norm Childress, Mayor
City of Grandview
207 West 2nd Street
Grandview, WA 98930



SUBJECT: YVCOG Technical Assistance (TA) Contract for 2016

Dear Mayor ^{Norm} Childress:

Enclosed please find a proposed technical assistance (TA) contract between the YVCOG and the City of Grandview. This contract was pre-approved by the YVCOG Executive Committee on November 16, 2015, to expedite the process in the event the City wishes to initiate a contract. The time of performance and dollar amount are not filled in. *To initiate this contract, those figures will need to be included.*

As you know, these TA contracts are generally used for YVCOG services that are difficult to develop specific scope of work. Typically, members use the TA contracts for current planning activities that are dependent upon the type and number of development applications a member jurisdiction will receive. Other types of uses for these TA contracts are for assistance with time sensitive projects (e.g. grant applications) where a specific scope of work can be developed quickly and approved by Council on short notice. Whenever your needs are more long term or specific to a project (e.g. comprehensive plan updates) we like to use a Professional Services contract format with a detailed scope of work with identified deliverables and timelines.

When the TA contract is entered into with a sum of your determination, the funds will only be drawn down based upon YVCOG services performed at the City of Grandview's request. If no assistance is requested during the year, or assistance does not require the total sum budgeted, the remaining contract balance will remain unused and available for the City's discretion.

If you anticipate needing YVCOG assistance or services in 2016, please present this contract to your Council for discussion and approval. If approved, *please return two (2) signed originals* and we will return one original once signed by the YVCOG Executive Committee Chair.

Please call if you have any questions. If you would like me to attend a Council meeting to provide additional information, I would be pleased to do so. As always, the YVCOG looks forward to assisting you with your planning needs.

Sincerely,


Larry Mattson
Executive Director

LCM:jlh
Enclosure

cc: Cus Arteaga, City Administrator

MEMBER JURISDICTIONS

Grandview • Granger • Harrah • Mabton • Moxee • Naches • Selah
Sunnyside • Tieton • Toppenish • Union Gap • Wapato • Yakima • Yakima County • Zillah

RESOLUTION NO. 2015-55

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN THE TECHNICAL ASSISTANCE CONTRACT
NO. 010116GV WITH THE YAKIMA VALLEY CONFERENCE OF GOVERNMENTS**

WHEREAS, the City of Grandview wishes to enter into a Technical Assistance Contract with the Yakima Valley Conference of Governments for technical planning assistance,

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 Technical Assistance Contract No. 010116GV with the Yakima Valley Conference of Governments 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 December 8, 2015.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**CITY OF GRANDVIEW
TECHNICAL ASSISTANCE CONTRACT NO. 010116GV**

THIS CONTRACT, entered into this ____ day of _____, _____ by and between the Yakima Valley Conference of Governments, a regional association having its territorial limits within Yakima County, State of Washington (hereinafter called the "Conference"), acting herein by James A. Restucci, Conference Chair, acting hereunto duly authorized, and the City of Grandview, a municipal corporation, located within Yakima County, State of Washington (hereinafter called the "City"), acting herein by Mayor Norm Childress, hereunto duly authorized:

WITNESSETH THAT;

WHEREAS, the City has determined that a need exists to secure assistance in addition to normal Conference activities; and,

WHEREAS, the City is desirous of contracting with the Conference for certain technical planning assistance; and,

WHEREAS, the Conference possesses the technical planning staff with the necessary expertise to provide the required services;

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services. Services performed under this contract may consist of, but are not limited to, the following tasks. Upon mutual agreement by the City and the Conference of a detailed work program and time schedule, the Conference shall, in a satisfactory and proper manner, perform the following types of services:

1.1 Develop or assist in development of grant applications for community projects as requested by the Mayor;

1.2 Assist the City in the review of development proposals such as rezone and variance applications, State Environmental Policy Act (SEPA) reviews, planned unit developments and subdivisions as requested by the Mayor;

1.3 Assist the City Council and Planning Commission with any other activities mutually agreed upon by the City and the Conference.

2. Time of Performance. The services provided by the Conference pursuant to this contract shall commence on January 1, 2016 and shall end on December 31, 2016.

3. Access to Information. It is agreed that all information, data, reports, records and maps as are available and for the carrying out of the work outlined above, shall be furnished to the Conference by the City. No charge shall be made to the Conference for such information, and the City will cooperate with the Conference in every way possible to facilitate the performance of the work described in this contract.

4. Compensation and Method of Payment. The maximum amount of compensation and reimbursement to be paid by the City hereunder shall not exceed \$10,000.00 for all services required. In addition, the City will provide, at no charge to the Conference, photocopy service and secretarial assistance in typing reports for submittal to the Council and Planning Commission. The Conference shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the

Social Security, Workmen's Compensation and Income Tax Laws for persons other than City employees performing services pursuant to this contract.

5. Invoicing. The Conference shall submit monthly billings to the City for payment based upon work completed for the City. Billing for work shall be based upon actual expenses incurred. If applicable, the detailed budget and work program attached will provide an estimate of those expenses. However, amounts may be shifted between various line items to cover costs incurred. The final invoice shall be submitted within 15 days after the ending date of the contract.

6. Termination.

6.1. Termination of Contract for Cause. If, through any cause, the City or the Conference shall fail to fulfill in a timely and proper manner the obligations contained within this contract, the non-defaulting party shall, thereupon, have the right to terminate this contract by giving, at least fifteen (15) days before the effective date of such termination, written notice to the other of such termination specifying the effective date thereof.

6.2. Termination for Convenience. Either the City or the conference may effect termination of this contract upon thirty (30) days written notice by either party to the other party. If the contract is terminated, the City will compensate the Conference for that portion of services extended unto the City.

7. Modification. The terms of this contract may be changed or modified by mutual agreement of the City and the Conference in the form of written amendments to this contract.

8. Contract for Continuation. The City shall give notice of their intent to continue or discontinue the contractual agreement at least thirty (30) days prior to the completion of this contract.

YAKIMA VALLEY CONFERENCE OF GOVERNMENTS

CITY OF GRANDVIEW

BY: _____
Conference Chair

BY: _____
Mayor Norm Childress

ATTEST: _____
Secretary

ATTEST:
BY: _____
Anita Palacios, City Clerk

Approved as to form:

BY: _____
City Attorney

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**CITY OF GRANDVIEW
AGENDA ITEM HISTORY/COMMENTARY
CITY COUNCIL MEETING**

ITEM TITLE

Resolution No. 2015-56 authorizing the Mayor to sign the Washington State Transportation Improvement Board Fuel Tax Grant Agreement for the FY 2017 Arterial Preservation Project 3-E-183(004)-1 Wine Country Road from Ash Street to Fir Street

AGENDA NO.: Active 6 (F)

AGENDA DATE: December 8, 2015

ORIGINATING SOURCE

Public Works Department

FUNDING CERTIFICATION (City Treasurer)
(If applicable) N/A

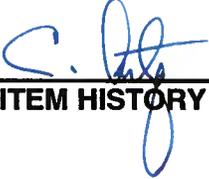
DEPARTMENT HEAD REVIEW

Cus Arteaga, City Administrator/Public Works Director



CITY ADMINISTRATOR

MAYOR



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

ITEM COMMENTARY (Background, discussion, key points, recommendations, etc.) Please identify any or all impacts this proposed action would have on the City budget, personnel resources, and/or residents.

On November 20th, the City was awarded FY 2017 Arterial Preservation Project funding from the Washington State Transportation Improvement Board (TIB) in the amount of \$406,341 for Wine Country Road Overlay Improvements from Ash Street to Fir Street. The City will be required to provide a local match in the amount of \$45,149 which will be funded through the Transportation Benefit District. The project is scheduled for construction in the spring of 2016. Attached is the Fuel Tax Grant Agreement with TIB grant that will require Council approval.

ACTION PROPOSED

Approve Resolution No. 2015-56 authorizing the Mayor to sign the Washington State Transportation Improvement Board Fuel Tax Grant Agreement for the FY 2017 Arterial Preservation Project 3-E-183(004)-1 Wine Country Road from Ash Street to Fir Street.



Washington State Transportation Improvement Board

TIB Members

Councilmember Bob Olson, Chair
City of Kennewick

Commissioner Richard Stevens,
Vice Chair
Grant County

Jim Albert
Office of Financial Management

Pasco Bakotich, P.E.
WSDOT

Wendy Clark-Getzin, P.E.
Clallam Transit

Gary Ekstedt, P.E.
Yakima County

Mayor James Irish
City of La Center

John Klekotka, P.E.
Port of Everett

Commissioner Robert Koch
Franklin County

Colleen Kuhn
Human Services Council

Mayor Patty Lent
City of Bremerton

Mick Matheson, P.E.
City of Sultan

E. Susan Meyer
Spokane Transit Authority

Laura Philpot, P.E.
City of Sammamish

David Ramsay
Feet First

Amy Scarton
WSDOT

Heidi Stamm
HS Public Affairs

John Vodopich
City of Bonney Lake

Jay Weber
County Road Administration Board

Clay White
Snohomish County

Stevan E. Gorcester
Executive Director

P.O. Box 40901
Olympia, WA 98504-0901
Phone: 360-586-1140
Fax: 360-586-1165
www.tib.wa.gov

November 20, 2015

Mr. Cus Arteaga
City Administrator/Public Works Director
City of Grandview
207 West 2nd Street
Grandview, WA 98930-1398

Dear Mr. Arteaga:

Congratulations! We are pleased to announce the selection of your project, FY 2017 Arterial Preservation Project, Multiple Locations, TIB project number 3-E-183(004)-1.

Total TIB funds for this project are \$406,341. Arterial Preservation Program (APP) funding is appropriated by the Legislature for the biennium. APP Projects proceeding to construction after June 30, 2017 may lose funding.

Before any work is allowed on this project, you must:

- Verify the information on the Project Funding Status Form, revise if necessary, and sign;
- Sign both copies of the Fuel Tax Grant Distribution Agreement; and
- Return the above items to TIB.

You may only incur reimbursable expenses after you receive approval from TIB.

In accordance with RCW 47.26.084, you must certify full funding by November 20, 2016 or the grant may be terminated. Grants may also be rescinded due to unreasonable project delay as described in WAC 479-05-211.

If you have questions, please contact Christa Draggie, TIB Project Engineer, at (360) 586-1147 or e-mail ChristaD@tib.wa.gov.

Sincerely,

Stevan Gorcester
Executive Director

Enclosures



RESOLUTION NO. 2015-56

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN THE WASHINGTON STATE
TRANSPORTATION IMPROVEMENT BOARD FUEL TAX GRANT AGREEMENT
FOR THE FY 2017 ARTERIAL PRESERVATION PROJECT 3-E-183(004)-1
WINE COUNTRY ROAD FROM ASH STREET TO FIR STREET**

WHEREAS, the City of Grandview has been selected by the Washington State Transportation Improvement to receive TIB funds in the amount of \$406,341 for the FY 2017 Arterial Preservation Project to include Wine Country Road improvements from Ash Street to Fir Street,

WHEREAS, the City must execute a Fuel Tax Grant Agreement setting forth the terms and conditions and the regulations by which the City must comply in order to receive said funding,

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

The Mayor is hereby authorized to sign the Fuel Tax Grant Agreement between the City and the Washington State Transportation Improvement Board in the form as is attached hereto and incorporated herein by reference for the FY 2017 Arterial Preservation Project 3-E-183(004)-1 to include Wine Country Road improvements from Ash Street to Fir Street.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on December 8, 2015.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

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City of Grandview
3-E-183(004)-1
FY 2017 Arterial Preservation Project
Multiple Locations

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of Grandview
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the FY 2017 Arterial Preservation Project, Multiple Locations (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Grandview, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

TIB hereby grants funds in the amount of \$406,341 for the project specified above, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT's Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT's submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable



amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

6.0 AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

8.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9.0 DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:



- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

9.3 TERMINATION

a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.

b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.

c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for costs incurred in excess of the grant amount. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the original ratio between TIB funds and total project costs.



12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.



15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Approved as to Form
Attorney General

By:

Signature on file

Guy Bowman
Assistant Attorney General

Lead Agency

Transportation Improvement Board

Chief Executive Officer Date

Executive Director Date

Print Name

Print Name

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Arterial Preservation Program (APP)
Approved Segment Listing

GRANDVIEW

FY 2017 Overlay Program

Street	Termini	Pavement Length	Pavement Width
Wine Country Road	Fir Street to Elm Street	1,350 feet	58 feet
Wine Country Road	Elm Street to Ash Street	1,530 feet	58 feet



Transportation Improvement Board
Project Funding Status Form

Agency: **GRANDVIEW**

TIB Project Number: **3-E-183(004)-1**

Project Name: **FY 2017 Arterial Preservation Project
 Multiple Locations**

Verify the information below and revise if necessary.

Return to:
 Transportation Improvement Board
 PO Box 40901
 Olympia, WA 98504-0901

PROJECT SCHEDULE

	Target Dates
Construction Approval Date	
Contract Bid Award	
Contract Completion	

PROJECT FUNDING PARTNERS

List additional funding partners and amount.

Funding Partners	Amount	Revised Funding
GRANDVIEW	45,149	
WSDOT	0	
Federal Funds	0	
TOTAL LOCAL FUNDS	45,149	

Signatures are required from two different agency officials. Return the originally signed form to the TIB office.

Mayor or Public Works Director

 Signature

 Date

 Printed or Typed Name

 Title

Financial Officer

 Signature

 Date

 Printed or Typed Name

 Title

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