

**GRANDVIEW CITY COUNCIL  
REGULAR MEETING AGENDA  
TUESDAY, NOVEMBER 24, 2015**



**REGULAR MEETING – 7:00 PM**

**PAGE**

- 1. CALL TO ORDER & ROLL CALL**
  - A. Councilmember Attendance via Speakerphone
- 2. PLEDGE OF ALLEGIANCE**
- 3. PRESENTATIONS**
  - A. 25-Year Service Award – David Palacios, Police Sergeant
- 4. PUBLIC COMMENT**
- 5. CONSENT AGENDA**
  - A. Minutes of the November 9, 2015 special study session 1-3
  - B. Minutes of the November 9, 2015 special meeting 4-6
  - 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 7-8
  - H. Resolution No. 2015-49 authorizing the Mayor to sign the 2016 Corrections/Detention Agreement with Yakima County 9-23
- 6. ACTIVE AGENDA**
  - A. Bonnieview Street Vacation Petition
  - B. Public Hearing – 2016 Preliminary Budget 24-25
  - C. Public Hearing – Grandview Transportation Benefit District Proposed Assumption 26-28
  - 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 29-31
  - E. Resolution No. 2015-50 amending the City of Grandview’s Urban Growth Area and Approving an Addendum to the Capital Facilities Plan 32-37
  - 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 38-43
  - 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 44-49
  - H. Museum Renovation Project – Bid and Budget Consideration 50-53
- 7. UNFINISHED AND NEW BUSINESS**
  - A. Financial Reserve Policy Update 54
- 8. CITY ADMINISTRATOR AND/OR STAFF REPORTS**
- 9. MAYOR & COUNCILMEMBER MEETING REPORTS**
- 10. EXECUTIVE SESSION**
- 11. ADJOURNMENT**

**GRANDVIEW CITY COUNCIL  
SPECIAL MEETING MINUTES – BUDGET  
NOVEMBER 9, 2015**

**1. CALL TO ORDER**

Mayor Norm Childress called the special meeting to order at 5:45 p.m. in the Council Chambers at City Hall.

Present were: Mayor Childress and Councilmembers Mike Everett, Bill Moore, Jesse Palacios, Javier Rodriguez and Joan Souders. Councilmember Gloria Mendoza arrived at 6:05 pm. Absent from the meeting was Councilmember Dennis McDonald.

Staff present were: City Administrator/Public Works Director Cus Arteaga, City Treasurer Matt Cordray, Police Chief Kal Fuller, Fire Chief Pat Mason, Parks & Recreation Director Mike Carpenter, Librarian Elizabeth Jahnke, Assistant Public Works Director Santos Trevino and City Clerk Anita Palacios.

**2. 2016 PRELIMINARY BUDGET**

**A. 2016 Budget Proposal Changes**

City Treasurer Cordray explained that following the October 13th and 27th study sessions, below were the recommended changes within each fund to the 2016 proposed budget:

**CURRENT EXPENSE**

Fire Suppression

- Increase of \$33,000 to Machinery & Equipment for Self-Contained Breathing Apparatuses (SCBAs).
- Increase of \$20,000 to Capitalized Rentals & Leases for future purchase of Fire Engine.

Economic Development

- Increase of \$50,000 to E.D.G.E for Euclid/WCR Intersection and Forsell Half Street Improvements.

Park Maintenance

- Increase of \$16,700 to Improvements Other Than Buildings to participate in the drain ditch piping project at the Country Park Event Center.

**STREET**

Roadway

- Increase of \$50,000 to Improvements Other Than Buildings for Euclid/WCR Intersection and Forsell Half Street Improvements.

**WATER**

- Increase of \$20,000 in Capital Expenditures for Public Works insulated pole building.

**SEWER COLLECTION**

- Increase of \$20,000 in Capital Expenditures for Public Works insulated pole building.

**SOLID WASTE**

- Increase of \$20,000 in Capital Expenditures for Public Works insulated pole building.

**EQUIPMENT RENTAL**

- Decrease of \$50,000 in Machinery & Equipment for the removal of Public Works insulated pole building.

Following discussion, Council consensus was to remove the following recommended changes prior to the Bonnieview Road street vacation public hearing:

**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.

**B. 2016 Council Goals**

The 2016 Council Goals were reviewed. Following discussion, the goals were prioritized as follows:

- Improve trailer court on Wine Country Road

Install a fence along the road right-of-way at an estimated cost of \$8,500. The fence would be on City road right-of-way and would be owned by the City. Incorporate \$8,500 into the 2016 budget.

- Improve repair garages on East Wine Country Road

Install a fence along the road right-of-way at an estimated cost of \$8,100. The fence would be on City road right-of-way and owned by the City. Incorporate \$8,100 into the 2016 budget.

- Rename Stokely Square to a patriotic theme (Freedom Square)

Rename Stokely Square to “Freedom Square” and incorporate the renaming with the annual Fourth of July Flag Raising ceremony. Obtain cost estimates for new sign, flag pole, etc. Final design to be approved by Council. Incorporate \$15,000 into the 2016 budget.

- Review steps for Dykstra Park from the parking lot to the park

Change the pathway location to the north by paving a path to meet the walking pathway in the park at an estimated cost of \$5,000 and eliminate the old steps. Incorporate \$5,000 into the 2016 budget.

- Review staffing levels

Review staffing levels after the first of the year and have each department provide a recommendation for Council consideration.

- Develop financial reserve policy

Request the City Attorney research for Council consideration a new policy to establish a “Rainy Day” fund of at least 10% of the total budget and would require a “super majority” of the Council before the fund was utilized.

- Review Council Procedure Manual

Review Council Procedures Manual after the first of the year. A copy of the Council Procedures Manual was distributed. City Clerk Palacios explained that Section 2 Meetings and Section 4 Agenda were updated with current dates and procedures.

### 3. ADJOURNMENT

The study session adjourned at 6:48 p.m. for the Grandview Transportation Benefit District meeting. The study session reconvened at 7:20 p.m. following the regular Council meeting. The study session adjourned at 9:00 p.m.

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Mayor Norm Childress

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Anita Palacios, City Clerk

**GRANDVIEW CITY COUNCIL  
SPECIAL MEETING MINUTES  
NOVEMBER 9, 2015**

**1. CALL TO ORDER**

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

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

Staff present were: City Administrator/Public Works Director Cus Arteaga, City Attorney Quinn Plant, City Attorney Tony Menke, City Treasurer Matt Cordray, Police Chief Kal Fuller, Fire Chief Pat Mason, Library Director Elizabeth Jahnke, Assistant Public Works Director Santos Trevino and City Clerk Anita Palacios.

**2. PLEDGE OF ALLEGIANCE**

Shaniah Verduzco, Director of Public Relations, Grandview DECA, led the pledge of allegiance.

**3. PRESENTATIONS**

**A. 2015 Proclamation – Grandview High School DECA Week**

Mayor Childress proclaimed November 16-22, 2015 as Grandview High School DECA week.

**4. PUBLIC COMMENT – None**

**5. CONSENT AGENDA**

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

- A. Minutes of the October 27, 2015 study session**
- B. Minutes of the October 27, 2015 regular meeting**
- C. Payroll Electronic Fund Transfers (EFT) Nos. 5462-5467 in the amount of \$80,158.44**
- D. Payroll Check Nos. 8435-8475 in the amount of \$25,551.40**
- E. Payroll Direct Deposit 10/16/15-10/31/15 in the amount of \$93,219.90**
- F. Claim Check Nos. 109227-109318 in the amount of \$411,075.50**
- G. Forsell Road Sidewalk Extension Project Acceptance**
- H. Resolution No. 2015-45 declaring certain property as surplus and authorizing its sale or disposition**
- I. Resolution No. 2015-46 authorizing the Mayor to accept the 2015 Yakima Valley Natural Hazard Mitigation Plan**

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**6. ACTIVE AGENDA**

**A. Grandview Transportation Benefit District Proposed Assumption**

On March 8, 2011, the Grandview City Council adopted Ordinance No. 2011-9 creating the Grandview Transportation Benefit District with the same boundaries as the City limits.

The 2015 Legislature included within its large 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.

The process to accomplish this begins with the City Council passing a resolution indicating its intention to hold a public hearing on the proposed assumption of the rights, powers, functions and obligations of the TBD and setting the time and place of the hearing.

At the hearing, the City Council must hear all protests and objections to the proposed assumption. If, after the hearing, the City Council determines that "public interest or welfare would be satisfied" by the assumption of the TBD, the Council passes an ordinance assuming the rights, powers, functions and obligations of the TBD. The passage of the ordinance abolishes the TBD governing body and vests the City Council with all the rights, powers, functions and obligations that the TBD governing body possessed. The assumption also eliminates the need for a second budget, audit and liability insurance.

Staff recommended Council approve Resolution No. 2015-47 setting the date for a public hearing concerning the Grandview City Council's intent to assume the rights, powers, functions and obligations of the Grandview Transportation Benefit District, as of December 31, 2015 as allowed by Second Engrossed Substitute Senate Bill 5987, Section 302.

**B. Resolution No. 2015-47 setting the date for a public hearing concerning the Grandview City Council's intent to assume the rights, powers, functions and obligations of the Grandview Transportation Benefit District, as of December 31, 2015 as allowed by Second Engrossed Substitute Senate Bill 5987, Section 302**

On motion by Councilmember Palacios, second by Councilmember Everett, Council approved Resolution No. 2015-47 setting the date for a public hearing concerning the Grandview City Council's intent to assume the rights, powers, functions and obligations of the Grandview Transportation Benefit District, as of December 31, 2015 as allowed by Second Engrossed Substitute Senate Bill 5987, Section 302.

**7. UNFINISHED AND NEW BUSINESS**

**A. Non-Union Longevity Analysis and Recommendation**

Councilmember Palacios recused himself from this portion of the meeting.

City Attorney Menke presented a management labor attorney recommendation to equalize the longevity schedule for non-bargaining unit personnel to same levels as bargaining unit personnel, a copy of which is attached hereto.

**On motion by Councilmember Everett, second by Councilmember Moore, Council approved the non-union longevity schedule as follows:**

<b>5 years</b>	<b>1% of base pay</b>
<b>10 years</b>	<b>2% of base pay</b>
<b>15 years</b>	<b>3% of base pay</b>
<b>25 years</b>	<b>4% of base pay</b>

**The above schedule would be subject to the following criteria: Employees hired prior to January 1, 2010 who had not yet met the 10-year mark for longevity will be grandfathered in the old longevity rate of 1% for their 3-4 years of service and 1.5% for their 5-9 years of service. Upon the employee reaching the 10-year level, they shall receive longevity pay in accordance with the new longevity pay schedule above.**

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

East Fourth Street Neighborhood Improvements – Street paving for the East Fourth Street Neighborhood Improvements would begin on November 11<sup>th</sup>.

**9. MAYOR & COUNCILMEMBER MEETING REPORTS – None**

**10. EXECUTIVE SESSION – None**

**11. ADJOURNMENT**

The regular meeting adjourned at 7:20 p.m.

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Mayor Norm Childress

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Anita Palacios, City Clerk

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**RESOLUTION NO. 2015-48**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
AMENDING CHAPTER 9 LONGEVITY PAY, SECTION 9.01 ADDITIONAL  
COMPENSATION OF THE PERSONNEL POLICY MANUAL**

**WHEREAS**, the City Council of the City of Grandview adopted a new longevity schedule for non-bargaining unit personnel at their special meeting on November 9, 2015; and

**WHEREAS**, the City Council desires to make certain amendments to Chapter 9 Longevity Pay, Section 9.01 Additional Compensation of the Personnel Policy Manual,

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

Section 1: Grandview Personnel Policy Manual Chapter 9 Longevity Pay, Section 9.01 Additional Compensation, which reads as follows:

9.01 Additional Compensation. In addition to the monthly salaries to be paid to the regular full-time employees of the City there shall accrue, and be paid at the time and in the manner herein after set forth, longevity pay as follows:

3 years	1% of base pay
5 years	1.5% of base pay
10 years	2% of base pay
15 years	2.5% of base pay
25 years	3% of base pay

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

9.01 Additional Compensation. In addition to the monthly salaries to be paid to the regular full-time employees of the City there shall accrue, and be paid at the time and in the manner herein after set forth, longevity pay as follows:

5 years	1% of base pay
10 years	2% of base pay
15 years	3% of base pay
25 years	4% of base pay

Employees hired prior to January 1, 2010 that have not yet met the 10-year mark for longevity shall be grandfathered in at the old longevity rate of 1% for their 3-4 years of service and 1.5% for their 5-9 years of service. Once the employee reaches the 10-year mark, they shall follow the above chart for longevity pay.

Section 3: Except as specifically amended herein, all other provisions of Chapter 9 of the Grandview Personnel Manual remain unchanged.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on November 24, 2015.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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

# GRANDVIEW POLICE DEPARTMENT

207 W. 2ND STREET, GRANDVIEW, WA 98930 TELEPHONE (509) 882-2000  
FAX (509) 882-1232



KAL FULLER  
Chief of Police

**Date:** 11/06/15  
**To:** Cus Arteaga, City Administrator  
**From:** Kal Fuller, Chief of Police  
**Re:** 2016 Dept of Corrections Contract

Attached is the 2016 Yakima County Department of Corrections Renewal Notification for our prisoner housing contract.

This is a yearly contract that must be approved by a signature of the Mayor. There are no changes to this year's contract from last year.

I submit it for review and approval.

Respectfully,

A handwritten signature in black ink that reads "Kal Fuller". The signature is written in a cursive, slightly slanted style.

Kal Fuller  
Chief of Police

CC: Anita Palacios, Human Resources



**YAKIMA COUNTY**  
**DEPARTMENT OF CORRECTIONS**  
*111 North Front Street Yakima, Washington 98901 (509) 574-1700*

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November 3, 2015

Grandview Police Department  
Chief Kal Fuller  
207 West 2<sup>nd</sup> Street  
Grandview, WA 98930

**RE: 2016 Local Corrections/Detention Agreements – Renewal Notification**

Dear Chief Fuller:

It is once again time for us to begin the renewal process for the 2016 Local Corrections/Detention Agreements with the Yakima County Department of Corrections. I have enclosed (2) original agreements for you to review and have signed. There will be no changes for the upcoming year either in language or daily rates.

Please have the agreements signed and forwarded back to ATTN: Sandra Bess, Program Coordinator at 111 North Front Street, Yakima WA 98901. Once our Board of County Commissioners has signed, a fully executed original will be mailed back to you. Yakima County's last BOCC Agenda will be held on Tuesday, December 29<sup>th</sup>, 2015 so it is my hope that we will get them all fully executed before this year is over.

Please do not hesitate to contact me if you have any questions or issues you would like to discuss. I can be reached at 574-1758, or you can contact Sandra Bess at 574-1704.

Looking forward to another successful year of working together!

Respectfully,

Ed W. Campbell, Director  
EC:sb

C: Board of County Commissioners  
City Notebook

**RESOLUTION NO. 2015-49**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
AUTHORIZING THE MAYOR TO SIGN THE 2016 INTERLOCAL CORRECTIONS/  
DETENTION AGREEMENT WITH YAKIMA COUNTY**

**WHEREAS**, the City of Grandview and Yakima County have previously entered into an Interlocal Corrections/Detention Agreement, and

**WHEREAS**, the Interlocal Agreement has or is about to expire, and

**WHEREAS**, the City of Grandview wishes to continue said Interlocal Agreement,

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

The Mayor is hereby authorized to enter into the 2016 Interlocal Corrections/Detention Agreement with Yakima County 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 November 24, 2015.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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**CITY ATTORNEY**

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**2016 INTERLOCAL  
CORRECTIONS/DETENTION AGREEMENT**

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THIS INTERLOCAL CORRECTIONS/DETENTION AGREEMENT (hereinafter "Agreement") is made and entered into by and between **Yakima County** (hereinafter the "County") and the **City of Grandview** (hereinafter the "City/Town").

WHEREAS, RCW Chapters 39.34 and RCW 70.48 authorize the City and the County to enter into a contract for jail services that specifies the responsibilities of each party.

WHEREAS, the City, through its Police Department, or Mayor desires to continue to utilize the jail facilities maintained by the County for the detention of some City prisoners, and to reasonably compensate the County for the care and custody of said prisoners.

WHEREAS, the County, through its Department of Corrections, desires to continue to make its jail facilities available to the City for the detention of some City prisoners.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and promises contained herein, the parties hereto mutually agree as follows:

1. **Purpose.** It is the purpose and intent of this Agreement that the County, through the Department of Corrections, and the City, through its Police Department, Manager or Mayor shall cooperate for the care and custody of male and female jail prisoners pursuant to the authority of Chapters 39.34, 70.48 and 39.34.180 of the Revised Code of Washington. This Agreement is intended to apply to those instances in which it is desirable that a person arrested for a misdemeanor or gross misdemeanor referred from their respective jurisdiction, whether filed under State law or City ordinance, be held under the control and/or custody of the Yakima County Department of Corrections.
  
2. **Incarceration.** The County shall accept and incarcerate male and female prisoners of the City and shall feed and otherwise generally care for those prisoners in the same manner as its own prisoners and in a manner consistent with rules governing its jail, if it has available space in its jail. The City shall accept and incarcerate male and female prisoners of the County and State and shall feed and otherwise generally care for those prisoners in the same manner as its own prisoners and in a manner consistent with rules governing its jail, if it has available space in its jail. Yakima County Department of Corrections will not accept prisoners that are not deemed medically acceptable. Please see **Attachment B** to this agreement. In addition, an inmate may be refused for reasons other than medical concerns. To the greatest extent permitted by law, the County shall have the right to refuse to accept a City/Town prisoner or to

return a City/Town prisoner. The County shall use reasonable judgment when invoking this section of the contract.

3. **Computation of Fees.** The Director of the Department of Corrections and the City Police Chief, or City Manager or Mayor shall meet by November of each year to estimate the fees for the following year. This fee will be established by determining the fixed and variable costs of the forthcoming budget along with the number of beds available and the estimated average prisoner days; provided, however, that this fee estimation shall not be considered a renewal of this Agreement.

4. **Charges and Other Services.**

**4.1 Daily Rate for Incarceration.** The City shall pay the County a daily rate for each day or partial day for each prisoner that is incarcerated in the Yakima County Jail for violation or alleged violation of a misdemeanor or gross misdemeanor referred from their respective jurisdiction, whether filed under State law or City ordinance. The City shall not be obligated to pay for incarceration of prisoners charged with any offense initially filed by the prosecuting attorney as a felony offense or an attempt to commit a felony offense.

The daily rate for the duration of this Agreement will be per day, per inmate according to **Attachment A**. If for some reason, an agreement between the City/Town and County cannot be reached by January 1, 2016, but incarceration of prisoners is desired, the daily rate shall be applied retroactively to January 1, 2016, once the parties reach an agreement.

**4.2** Pursuant to this Agreement and that prisoner is also held in custody at the same time by the County on the basis of State and/or local agency criminal charges, the daily incarceration rate, and all other fees, electronic monitoring charges, medical treatment fees, etc.) for the prisoner shall be fractionalized on an equal basis between the respective jurisdictions. "At the same time" as used in this paragraph shall not be interpreted to include time spent while waiting to serve a consecutive sentence for City charges. For example: if a prisoner is held by the County pursuant to City, County, and a third agency's charges, the booking fee, daily incarceration rate charges, and applicable medical treatment charges shall be allocated to each jurisdiction on a 33 1/3% share of the total cost. For purposes of this paragraph, the State of Washington and Yakima County shall be considered one entity.

**4.3 Inmate Housing Computation.** It is agreed the City and County will use **Attachment A** to compute prisoner housing fees.

**4.4 Inmate Work Crews.** Inmate work crews will be contracted through a separate agreement.

**4.5 Home Detention.** Two home detention services are available for the City's prisoners.

4.5.1 Option A: The County will provide home detention electronic monitoring and reporting services to the City/Town for a cost **according to Attachment A.** All offender screening, selection, hookups, scheduling, supervision, re-incarceration, and offender fee collections and use will be the province of the City provided: (1) This service contracted city's offenders only AND (2) The City will reimburse the cost to replace any lost, damaged and/or stolen equipment.

4.5.2 Option B: The County will provide any or all of the home detention program service. Those activities shall be operated by mutual agreement and in full compliance with the County's program policies, procedures and practices. The City/Town also agrees to allow the County to collect and keep all participant and other revenues and fees associated with providing home detention services.

- a. The County shall maintain reasonable access to a sufficient supply of field monitoring device (FMD) equipment needed to meet the City/Town home detention service needs. The County shall keep and maintain such equipment in good working order and shall update the equipment as necessary. The County shall also make reasonable efforts to provide the City/Town with additional monitoring capabilities, including but not limited to: alcohol sensors, daily fax on each monitored defendant, and automated notification regarding monitored defendants who are not in compliance with the home detention monitoring program.
- b. The City/Town shall not be liable to the County for the loss of or damage to monitoring equipment caused by defendants and/or offenders provided by the County pursuant to this Agreement. Rather, the County shall seek compensation for lost or damaged monitoring equipment from those monitored defendants and/or offenders who lose or damage such equipment.

**4.6 Access to County Computer System.** The County shall permit the City continuous access to its computer database regarding all City prisoners detained by the County. This continuous access feature shall be accomplished through a computer link between a computer(s) designated by the City at the Police Station and appropriate computer(s) of the County.

5. **Prisoner Delivery and Notification.**

**5.1** When it becomes necessary to incarcerate City prisoners in the County due to City's Detention Facility space limitations or for other reasons, the City shall deliver such prisoners to the County Jail. At the time of delivery, the City shall provide the warrant or court order detaining or committing the prisoner to the County. Said order shall specify the next court date or release date of the prisoner. The County shall accept any such prisoner; provided, however, that the County may not accept any prisoner who appears to be sick or injured until such prisoner has received proper medical attention and has been cleared for incarceration by an appropriate medical authority. The County Jail reserves the discretion to refuse to take prisoners for medical reasons or safety and security reasons within the facility.

**5.2** In the event a City prisoner is held in custody by the County Jail pursuant to this Agreement, and that prisoner is also detained by the County on the basis of other State and/or other local agency charges, the City may at its option and upon completion of his/her sentence for the other jurisdictional charges, pick up and deliver the prisoner to the City Detention Facility for the Completion of his/her jail sentence. It will be the City's responsibility to monitor and manage their prisoner population and to remove its prisoners from and or leave its prisoners in the County facility under this section as best meets its needs.

**5.3** In the event a prisoner is received by the County pursuant to misdemeanor and/or gross misdemeanor charges filed by the City, the County shall immediately notify the City of the receipt of said prisoner.

**5.4** When the City holds a prisoner in custody at the City's Detention Facility pursuant to charges from other jurisdictions, the City will notify the County of the transport need and detain the prisoner until the next transport date. The City will deliver the prisoner and the necessary documents to the County on the next transport date at a mutually agreed upon time.

6. **Booking Procedure.** Prisoners will be booked by Department of Corrections personnel according to the procedures and policies of the Department of Corrections by completing for each such prisoner an appropriate booking sheet with a copy to be provided to the arresting agency if requested. Prisoner's personal property will be held by the County and handled in the same manner as property of its own prisoners. Pursuant to RCW 70.48.130, and as part of the booking procedure, the Department of Corrections shall obtain general information concerning the inmate's ability to pay for medical care, including insurance or other medical benefits or resources to which an inmate is entitled. The County shall provide this information to the City/Town upon request within forty-eight (48) hours of receipt of the request. Requests shall only be made between 8:00 a.m. and 5:00 p.m. on weekdays. Requests shall not be made on County holidays.

7. **Court Appearance.** The County shall be responsible for arranging and delivering City prisoners held pursuant to this Agreement for Yakima County Superior Court and District Court appearances. The County shall have sole discretion in determining when prisoners will be transported for Yakima County Superior Court and District Court appearances. Transport may be delayed on occasion if transporting a prisoner poses a safety and security risk to other prisoners in the Jail or Yakima County Department of Corrections staff. The City/Town shall be responsible for arranging and delivering City/Town prisoners held by the County pursuant to this Agreement for applicable Court appearances and then redelivering the prisoner to the appropriate detention facility if necessary.

8. **Bail.** The County shall deliver all bail to the appropriate court in a manner, which is agreeable to the receiving court.

9. **Hold Harmless.**

The County agrees to hold harmless, indemnify, and defend the City/Town, its elected officials officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to alleged mistreatment, injury, or death to any prisoner, or loss or damage to prisoner property while in County custody) which result from or arise out of the sole negligence of County, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the County's services, duties and obligations under this Agreement.

**9.1** The City/Town agrees to hold harmless, indemnify, and defend the County, its selected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to a claim of false arrest or detention) which result from or arise out of the sole negligence of the City/Town, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the City/Town services, duties and obligations under this Agreement.

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

**9.3** Nothing contained in this Section or this Agreement shall be construed to create a right of indemnification in any third party

10. **Medical.**

The County shall provide and furnish for prisoners confined in its facility the minor medical care, attention and treatment, which is provided within the facility. The County shall immediately notify the City/Town's designee(s) via e-mail or fax if a City/Town's prisoner requires medical or dental treatment at a medical or health care facility, when that is possible. There may be times when immediate notification is not possible or practical, and the provisions of RCW 70.48.130 still apply. The City/Town shall promptly notify the County of any changes in its designee(s). The County shall be reimbursed for any of these medical costs pursuant to RCW 70.48.130. If any disputes arise concerning the City or Town's reimbursement of the County, RCW 70.48.130 controls. Prisoners who are assaulted or accidentally injure themselves while housed in any jail, the medical will be the responsibility of the jail housing them. If an inmate intentionally injures themselves or instigates an action where they are injured the cost goes to the agency for whom the inmate is held (**fractionalized as appropriate.**)

The County and City/Town shall bear the expense of any such medical care, which is directly caused by misfeasance, or malfeasance of the County or City, its officers or agents. "Immediate notification" shall mean notification as soon as reasonably possible before the inmate receives medical and/or dental treatment with the understanding that such may not be reasonably possible prior to emergency care.

In the event the County or City/Town, pursuant to this Agreement holds a prisoner in custody, and the County or City/Town on the basis of other State and/or other local agency criminal charges detains that prisoner, the costs of medical and/or dental treatment shall be fractionalized on an equal basis between the respective jurisdictions. **For example:** if a prisoner is held by the County pursuant to City, County, and a third agency's charges, the total costs of medical and/or dental treatment (other than minor care) shall be allocated on a 33 1/3% share to each jurisdiction. For purposes of this paragraph, the State of Washington and Yakima County shall be considered one entity.

11. **Uniform Alcoholism Treatment.** Neither party shall be responsible to the other for those individuals taken into protective custody by a party in accordance with RCW Chapter 70.96A Uniform Alcoholism and Intoxication Treatment.
12. **Jail Industries.** The County has a number of internal programs, which may be of benefit to the City/Town. These programs include Commissary, Meal Service, and Work Crews. In the event the City/Town wishes to utilize any of these programs, the County and City/Town shall have the ability to negotiate cost for use.
13. **Implementation.** The Director of the Yakima County Department of Corrections and the City/Town's Designee shall be jointly responsible for implementation and proper administration of this Agreement. In addition, will refer problems of implementation to the governing bodies of the County and City/Town for resolution if necessary.

14. **Termination.** Termination of this Agreement by either party may be accomplished on ninety (90) days written notice to the other party and to the State Office of Financial Management as required by RCW 70.48.090 stating the grounds for said termination and specifying plans for accommodating the affected prisoners; provided, however, that either party may terminate the home detention program specified in Section 4.3.2(a) by providing the other party with thirty (30) days written notice of termination that states the grounds for said termination and specifying plans for accommodating the affected prisoners.
15. **Duration of Agreement.** The duration of this Agreement shall be from ***January 1, 2016 through midnight December 31, 2016***, unless otherwise terminated in accordance with Section 14 of this Agreement.
16. **Property.** It is not anticipated that any real or personal property will be acquired or purchased by the parties solely because of this Agreement.
17. **Equal Opportunity.** Neither party shall discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, 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 USC 12110 et. Seq.). In the event of the violation of this provision, the other party may terminate this agreement immediately.
18. **Assignment.** This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by Yakima County to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of Yakima County stated herein.
19. **Non-Waiver.** The failure of either party to insist upon strict performance of any provision of this Agreement 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 Agreement.
20. **Severability.** If any portion of this Agreement is changed per mutual Agreement or any portion is held invalid, the remainder of the Agreement shall remain in full force and effect.
21. **Integration.** This written document constitutes the entire Agreement between the City and Yakima County. There are no other oral or written Agreements between the parties as to the subjects covered herein. No changes or additions to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and executed by both parties.

22. **Notices.** 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: Grandview Police Department  
Chief Kal Fuller  
207 West 2<sup>nd</sup> Street  
Grandview, WA 98930

TO COUNTY: Edmund Campbell, Director  
Yakima County Department of Corrections  
111 North Front Street  
Yakima, WA 98901

Alternatively, 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. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Any action concerning this contract shall be brought in the Superior Courts of Yakima County.
24. **Arbitration.** In the event an inter-local correction/detention agreement for calendar year 2016 is desired by both parties but the parties cannot agree upon the terms of the agreement by March 31, 2016 the new agreement shall automatically be submitted to binding arbitration as provided herein. Specifically, the parties shall attempt to name a single arbitrator by April 15, 2016. In the event that the parties cannot agree on a single arbitrator by said time, each party shall appoint one arbitrator by April 30, 2016. The two appointed arbitrators shall then mutually agree on a third arbitrator to chair the arbitration panel. The arbitration panel shall thereafter decide the dispute by majority rule and render a written decision within fourteen (14) calendar days of the arbitration hearing.
25. **Approval and Filing.** Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of each party. The attested signatures of the City, Manager or Mayor and the Yakima County Commissioners below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Yakima County Auditor's Office pursuant to RCW 39.34.040.

**CITY OF GRANDVIEW**

**BOARD OF YAKIMA COUNTY  
COMMISSIONERS**

\_\_\_\_\_  
Mayor/City Manager

\_\_\_\_\_  
J. Rand Elliott, Chairman

Approved as to form this  
\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Michael D. Leita, Commissioner

\_\_\_\_\_  
Kevin J. Bouchey, Commissioner  
*Constituting the Board of County Commissioners for Yakima  
County, Washington*

Attest:

\_\_\_\_\_  
Tiera Girard  
Clerk of the Board

Approved as to Form:

\_\_\_\_\_  
Stefanie Weigand,  
Senior Deputy Prosecuting Attorney

## Attachment A

### YAKIMA COUNTY INTERLOCAL CORRECTIONS AGREEMENT - 2016

#### Local Detention/Correction Rates:

Daily Housing:

Based on the Monthly Average Daily Population (MADP) sliding scale:

In consideration of Yakima County's commitment to house City Inmates, the City shall pay the County based on the Monthly Average Daily Population (MADP) sliding scale. This scale does not include those inmates with serious medical, mental health or behavioral conditions as determined by the County. Inmates whose mental health, behavioral or medical conditions require special housing or treatment will be housed at a rate of \$87.95. All other inmates will be housed based on the (MADP):

<i>Monthly Average Daily Population (MADP)</i>	<i>Daily Rate Per Inmate</i>
151 - above	\$50.60
126-150	\$51.65
101-125	\$52.65
76-100	\$53.70
51-75	\$54.75
26-50	\$55.80
0-25	\$56.80

#### Billing Detail:

Fractionalized Billing per current practice.

#### Other special Agreement Conditions:

Yakima County has the following correctional options services.

- **Electronic Home Detention (City determines monitoring and supervision)**
  - Daily Electronic Home Monitoring Equipment                      \$9.50
  - Daily Electronic Home Supervision                                      \$0.00
  - (Fees collected from client)
- **Work Crews (City may contract through separate agreement)**

Daily Electronic Home Monitoring Equipment is a charge to agencies for the equipment used, should they decide to do their own Home Detention services Yakima County will provide the equipment for the fee listed above.

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**ATTACHMENT B**  
**MEDICAL ACCEPTABILITY**

The County may, based on the following or other reasonable criteria, determine that proposed inmates are not acceptable for transport and/or housing:

1. Blood or fluid present at an open wound site or bleeding from an open wound.
2. Any injury or illness requiring immediate or emergency medical treatment.
3. Unconsciousness.
4. Inmates unable to stand and walk under their own power.
5. Signs of alcohol toxicity and signs of current or recent use of any intoxicants.
6. Signs of alcohol and/or drug withdrawal.
7. Bed bound individuals.
8. Individuals with attached IV or requiring IV medications.
9. Individuals requiring the use of oxygen tanks.
10. AMA (Against Medical Advice) from the hospital.
11. Individuals having had major invasive surgery within the last 72 hours. Non-invasive surgery such as oral surgery, laser-eye surgery and minor surgery may be evaluated on a case by case basis.
12. Post-operative persons who have follow up appointments within the next two weeks.
13. Wounds with drainage tubes attached.
14. Open and/or oozing bedsores.
15. Individuals requiring nebulizers who cannot obtain one.
16. Inmates who cannot perform activities of daily living ("ADL's") or who do not have the capacity to function safely within a correctional environment.
17. Persons who are pregnant.
18. Persons undergoing chemotherapy and/or radiation treatment.
19. Persons undergoing dialysis.
20. Persons with the following untreated medical conditions:
  - a) Heart disease

- b) Seizures disorders
  - c) Insulin dependent diabetes
  - d) Cancer
  - e) HIV Positive or AIDS
21. Persons who are HIV positive or have AIDS and are taking anti-viral medications.
  22. Persons taking Methadone, or Suboxone, a substitute for Methadone.
  23. Person, if prescribed, has not taken psychotropic medications for at least 72 hours.
  24. Persons requiring CPAP machines as prescribed must be transported with the machine.



207 W. 2nd Street • Grandview, Washington 98930 • Tel: (509) 882-9200 • Fax: (509) 882-3099 • [www.grandview.wa.us](http://www.grandview.wa.us)

**CITY OF GRANDVIEW  
NOTICE OF FILING AND PUBLIC HEARING  
2016 PRELIMINARY BUDGET**

**NOTICE IS HEREBY GIVEN** that the Mayor of the City of Grandview has filed the 2016 Preliminary Budget with the City Clerk. Copies of the Preliminary Budget will be available to the public on Friday, November 13, 2015 at City Hall, 207 West Second Street, Grandview, Washington.

The City Council will conduct a Public Hearing on the 2016 Preliminary Budget at 7:00 p.m., on Tuesday, November 24, 2015. The public is invited to attend this hearing and provide written and oral comments on the proposed Budget. The hearing will be held in the Council Chambers at City Hall. If you have a disability for which you will need reasonable accommodations, please contact the City Clerk, at the preceding address or telephone (509) 882-9208 one week prior to the meeting.

**CITY OF GRANDVIEW**

Anita G. Palacios, MMC  
City Clerk

Publish: Grandview Herald - Wednesday, November 4 & 11, 2015

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**CITY OF GRANDVIEW  
CITY COUNCIL**

**PUBLIC HEARING PROCEDURE**

THE FOLLOWING PROCEDURE IS USED BY THE GRANDVIEW CITY COUNCIL TO MEET APPEARANCE OF FAIRNESS REQUIREMENTS:

MAYOR

1. The public hearing for the purpose of receiving comments on the **2016 Preliminary Budget** is now open.
2. Public comments will now be received. When you address the Council, begin by stating your name and address for the record.
3. Comments received by mail will now be entered in the record. The City Clerk will read any received.
4. The public testimony portion of this hearing is now closed. No further comments will be received.

**RESOLUTION NO. 2015-47**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
SETTING THE DATE FOR A PUBLIC HEARING CONCERNING THE  
GRANDVIEW CITY COUNCIL'S INTENT TO ASSUME THE RIGHTS, POWERS,  
FUNCTIONS AND OBLIGATIONS OF THE GRANDVIEW TRANSPORTATION  
BENEFIT DISTRICT AS OF DECEMBER 31, 2015 AS ALLOWED BY SECOND  
ENGROSSED SUBSTITUTE SENATE BILL 5987 SECTION 302**

**WHEREAS**, the City Council of the City of Grandview adopted Ordinance No. 2011-9 creating the Grandview Transportation District with the same boundaries as the City limits; and

**WHEREAS**, Second Engrossed Substitute Senate Bill 5987, in Section 302, which took effect on July 15, 2015, provides that "the assumption of the rights, powers, functions and obligations of a transportation benefit district may be initiated by the adoption of an ordinance or resolution by the city or county legislative authority indicating its intention to conduct a hearing concerning the assumption of such rights, powers, functions and obligations"; and

**WHEREAS**, the City of Grandview is required to identify the time, date and place for a public hearing on the proposed assumption of the rights, powers, functions and obligations of the Grandview Transportation Benefit District will take place; and

**WHEREAS**, the Grandview Transportation Benefit District considered the adoption of this Resolution during its regular meeting on November 9, 2015;

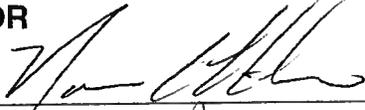
**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRANDVIEW**, as follows:

**Section 1. Hearing Date.** The City of Grandview Council will hold a public hearing on the proposed assumption of the rights, powers, functions and obligations of the Grandview Transportation Benefit District on Tuesday, November 24, 2015 at 7:00 p.m., or shortly thereafter. The hearing will be held at City Hall, 207 West Second Street, Grandview, Washington. All persons interested may appear and be heard.

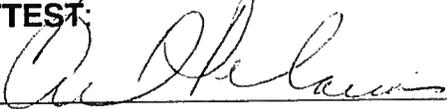
**Section 2. Publication.** This Resolution shall be published at least two times during the two weeks preceding the scheduled hearing in the City's legal newspaper or published in the City of Grandview.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at a special meeting on November 9, 2015.

**MAYOR**

  
\_\_\_\_\_

**ATTEST:**

  
\_\_\_\_\_

**CITY CLERK**

**APPROVED AS TO FORM:**

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

# CITY OF GRANDVIEW CITY COUNCIL

## PUBLIC HEARING PROCEDURE

THE FOLLOWING PROCEDURE IS USED BY THE GRANDVIEW CITY COUNCIL TO MEET APPEARANCE OF FAIRNESS REQUIREMENTS:

### MAYOR

1. The public hearing for the purpose of receiving comments on the proposed assumption of the rights, powers, functions and obligations of the Grandview Transportation Benefit District is now open.
2. Before hearing from the public, City Administrator/Public Works Director Cus Arteaga will present the staff report.
3. Public comments will now be received. When you address the Council, begin by stating your name and address for the record.
4. Comments received by mail will now be entered in the record. The City Clerk will read any received.
5. The public testimony portion of this hearing is now closed. No further comments will be received.

**ORDINANCE NO. 2015-19**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRANDVIEW, WASHINGTON, ASSUMING ALL RIGHTS, POWERS, IMMUNITIES, FUNCTIONS AND OBLIGATIONS OF THE GRANDVIEW TRANSPORTATION BENEFIT DISTRICT PURSUANT TO THE AUTHORITY OF SECOND ENGROSSED SUBSTITUTE SENATE BILL 5987 (2ESSB 5987), ABOLISHING THE GRANDVIEW TRANSPORTATION BENEFIT DISTRICT AND REPEALING SECTION 2 OF ORDINANCE NO. 2011-9**

**WHEREAS**, Chapter 36.73 RCW provides for the establishment of Transportation Benefit Districts (TBD) and the levying of additional revenue sources for transportation improvements within such districts; and

**WHEREAS**, the City of Grandview adopted Ordinance No. 2011-9 on March 8, 2011, creating Grandview Municipal Code Chapter 12.30 entitled "TRANSPORTATION BENEFIT DISTRICT"; forming the Grandview Transportation Benefit District entirely within the geographical boundaries comprised of the corporate city limits of the City of Grandview Washington; and

**WHEREAS**, the State adopted 2ESSB 5987 that, effective July 15, 2015, authorizes a city or county that has established a TBD with the same boundaries as the city or county to absorb the TBD and assume all of the TBD's "rights, powers, functions and obligations" with the result that the TBD would cease to exist as a separate municipal entity; and

**WHEREAS**, the City of Grandview passed Resolution No. 2015-47 on November 9, 2015, setting a public hearing for 7:00 P.M. on November 24, 2015, at City Council Chambers, for the purpose of considering the assumption of the Grandview Transportation Benefit District coexistent with the City's boundaries and to exercise all rights, powers, functions and obligations of the Grandview Transportation Benefit District; and

**WHEREAS**, Resolution No. 2015-47 was published at least two times during the two weeks preceding the November 24, 2015, public hearing in a newspaper of daily general circulation printed or published in the City of Grandview or Yakima County; and

**WHEREAS**, a public hearing occurred on November 24, 2015, at City Council Chambers, during which the City Council considered the assumption of rights, powers, functions, and obligations of the Grandview Transportation Benefit District, and also heard those appearing and all protests and objections to same;

**WHEREAS**, having received testimony, the City Council has determined that the public interest and welfare would be satisfied by the City of Grandview assuming the rights, powers, immunities, functions, and obligations of the Grandview Transportation Benefit District;

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

**Section 1. Intent.** It is the intention of the City of Grandview to assume all rights, powers, immunities, functions and obligations of the Grandview Transportation Benefit District.

**Section 2. Assumption.**

A. The City of Grandview hereby assumes all rights, powers, immunities, functions and obligations of the Grandview Transportation Benefit District. The City of Grandview is hereby vested with every right, power, immunity, function and obligation currently granted to or possessed by the Grandview Transportation Benefit District.

B. All rules and regulations and all pending business before the Grandview Transportation Benefit District shall be continued and acted upon by the City of Grandview.

C. All existing contracts and obligations of the Grandview Transportation Benefit District shall remain in full force and effect and shall be performed by the City of Grandview.

D. All reports, documents, surveys, books, records, files, papers, or other writings relating to the administration of powers, duties and functions transferred pursuant to this chapter and available to the Grandview Transportation Benefit District shall be made available to the City of Grandview.

E. All funds, credits, or other assets held in connection with powers, duties, and functions transferred pursuant to this ordinance shall be assigned to the City of Grandview.

F. Any appropriations or federal grants made out to the Grandview Transportation Benefit District for the purpose of carrying out the rights, powers, functions and obligations authorized to be assumed by the City of Grandview pursuant to this ordinance, on the effective date of this ordinance, shall be credited to the City of Grandview for the purpose of carrying out such transferred rights, powers, functions and obligations.

G. The City of Grandview hereby assumes and agrees to provide for the payment of all indebtedness of the Grandview Transportation Benefit District, including the payment and retirement of outstanding general obligation and revenue bonds issued by the Grandview Transportation Benefit District.

**Section 3. TBD abolished.** The Grandview Transportation Benefit District is hereby abolished.

**Section 4. Repeal.** Section 2 of Ordinance No. 2011-9 (and by virtue thereof Ch. 12.30 of the Grandview Municipal Code) is hereby repealed.

**Section 5. Effective Date.** 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 November 24, 2015.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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

PUBLICATION: 11/25/15

EFFECTIVE: 11/30/15



# DEPARTMENT OF PUBLIC SERVICES

128 North Second Street · Fourth Floor Courthouse · Yakima, Washington 98901  
(509) 574-2260 In-State 1-800-572-7354 · FAX (509) 574-2231 · [www.co.yakima.wa.us](http://www.co.yakima.wa.us)  
VERN M. REDIFER, P.E., Director

October 5, 2015

Anita Palacios, City Clerk  
City of Grandview  
207 West Second Street  
Grandview, WA 98930



Re: Required Capital Facilities Plan for proposed UGA additions

Dear Ms. Palacios:

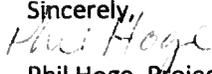
On September 23, 2015 the Yakima County Planning Commission voted to recommend that the Board of Yakima County Commissioners approve your city's requested changes to your Urban Growth Area Boundary, subject to your submittal of a Capital Facilities Plan or Capital Facilities Plan Addendum prior to the Board's upcoming public hearing on the issue.

The Board's public hearing date has not been set yet, but will likely be in early December 2015.

To assist in the preparation for what will be expected as an Addendum to your Capital Facility Plan for proposed areas of expansion in the UGA for 2015, please include the following items:

1. Expansion Area (location)
2. Cost to Serve (sewer, water, and road including type of service - e.g. 8-inch sewer, 8-inch water, and 40 ft. road with sidewalks on both sides)
3. Identify funding source (i.e. city/grant/developer funded)
4. Narrative for storm water (generally to retain on-site)
5. Narrative for timeline.
6. Capacity for water and sewer (availability to serve)
7. Resolution/Ordinance showing that the addendum was adopted as a part of the Capital Facility Plan.

Where the addendum and adoption of such addendum can be provided to staff and forwarded as part of the proposal to the Board, the proposed UGA amendments would be more acceptable to the Board. It is anticipated that information will be needed no later than November 13, 2015 to be included in information for the Board public hearing in December. Please feel free to contact me if you have any questions.

Sincerely,  
  
Phil Hoge, Project Planner

Yakima County ensures full compliance with Title VI of the Civil Rights Act of 1964 by prohibiting discrimination against any person on the basis of race, color, nation origin, or sex in the provision of benefits and services resulting from its federally assisted programs and activities. For questions regarding Yakima County's Title VI Program, you may contact the Title VI Coordinator at 509-574-2300.

If this letter pertains to a meeting and you need special accommodations, please call us at 509-574-2300 by 10:00 a.m. three days prior to the meeting. For TDD users, please use the State's toll free relay service 1-800-833-6388 and ask the operator to dial 509-574-2300.

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**RESOLUTION NO. 2015-50**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
AMENDING THE CITY OF GRANDVIEW'S URBAN GROWTH AREA AND  
APPROVING AN ADDENDUM TO THE CAPITAL FACILITIES PLAN**

**WHEREAS**, the Growth Management Act requires Yakima County and its cities to complete Urban Growth Area (UGA) reviews and revisions by June 30, 2017; and,

**WHEREAS**, the City of Grandview proposes to add land to the UGA to correct mapping errors of two split-zoned parcels; and,

**WHEREAS**, the City has determined that amendments to its UGA are essential for the future economic growth of the City, the amendments are properly addressed in the Capital Facilities Element addendum, and the proposed amendments to the UGA would bring the City of Grandview further into compliance with the Growth Management Act,

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

The proposed additions to the City's Urban Growth Area and the addendum to the Capital Facilities Element are hereby approved and adopted.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on November 24, 2015.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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



**URBAN GROWTH AREA EXPANSION  
CAPITAL FACILITIES PLAN ADDENDUM**

**Date: November 12, 2015**

**By: Cus Arteaga, City Administrator/Public Works Director**

**Stormwater**

All storm drainage improvements shall be planned, designed, permitted, constructed and maintained in accordance with the requirements of the latest edition of the Washington Department of Ecology (WDOE) Stormwater Management Manual for Eastern Washington (SWMMEW).

All surface infiltration facilities used for the treatment and disposal of stormwater shall meet the requirements of and be registered with the WDOE Underground Injection Control (UIC) program. The registration process shall be completed prior to project acceptance.

**Water System**

The water system plan is intended to look ahead at least 20 years into the future. Development of a definite improvement schedule and financial program is required for the first six-year period, while the planning approach for the second period may be more conceptual. To continually provide adequate guidance to decision makers, the plan requires updating every six years.

Basic Planning Data: Land use, future service area boundary, and population growth are used to evaluate demands on the Grandview water system. The City's 2015 service population was estimated to be 11,170 by the Washington State Office of Financial Management (OFM), and the future population is projected to be 12,398 by the year 2021. Grandview's 2015 number of residential water services was 2,521 and the future number of residential services is projected to be 2,840 by the year 2021.

Current Water Demands: Grandview's greatest year of water consumption in the last six years was in 2008 when 598.10 million gallons was consumed. This is equal to an average daily consumption of 1,638,624 gallons. The maximum month of water consumption was experienced in October 2008 when the average daily consumption for the month was 2,548,284 gallons. Maximum day consumption (based upon the maximum day of water production in the month) was 3,289,122 gallons on October 1, 2008, and peak hour consumption was calculated to be 4,111 GPM.

Projected Water Demands: Grandview’s water demand forecast for the year 2021, and the City’s current source capacity and water rights are as follows:

	<u>Projected Year 2021 Demand</u>	<u>Current Source Capacity</u>	<u>Current Water Rights</u>
ERUs	7,372	-----	-----
Annual	676.454 MG	2,275.848 MG	1,511.95 MG
Maximum Day	4.427 MGD	6.235 MGD	10.015 MGD
Peak Hour	5,533 GPM	4,330 GPM	6,955 GPM

Source Well Capacity: Grandview’s source wells have decreased in capacity since original construction and previous re-habilitation projects. If all source wells were to operate at original capacity, total production would equal 5,855 GPM. However, the current system source well capacity is 4,330 GPM. The year 2015 source capacity is adequate to meet current and anticipated average day and maximum day demands.

**Sewer System**

The City of Grandview recognizes the need to improve and expand its sewer system if it is to meet the demands of the system users and to keep pace with other growth-oriented improvements in our community.

The approved General Sewer Plan was developed to serve as a guide for the expansion of the City of Grandview’s wastewater collection, treatment and disposal facilities.

The City of Grandview owns and operates its own wastewater collection, treatment and disposal system. Decisions regarding daily sewer system operations are made by the Public Works Director and decisions regarding daily treatment facility operations are made by the Wastewater Treatment Plant Superintendent. Financial decisions regarding major wastewater system improvements and establishment of sewer rates are made by the Grandview City Council.

**CITY OF GRANDVIEW  
URBAN GROWTH AREA EXPANSION  
CAPITAL FACILITIES PLAN ADDENDUM  
COST TO SERVE**

**Area A – Pleasant Avenue**

Sewer Main: 2,000 feet – Cost \$300,000

Water Main: 2,000 feet – Cost \$260,000

Road: Road meets current development standards

Total Cost: \$560,000

Funding Source: Developer

**Area B – Olmstead Road**

Sewer Main: 7,500 feet – \$1,125,000

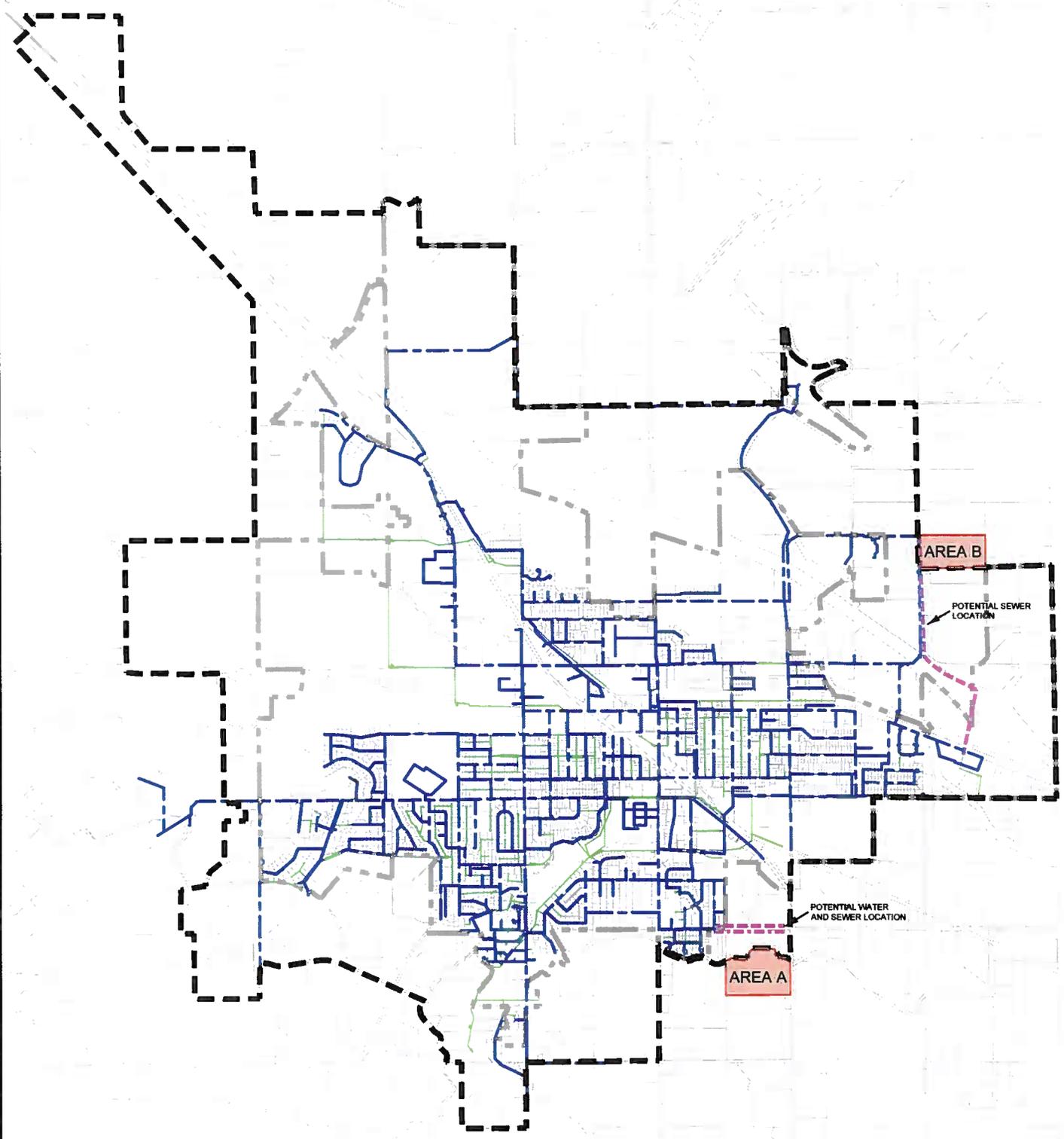
Water Main: 100 feet – \$13,000

Road: 4,000 feet – \$1,200,000

Total Cost: \$2,338,000

Funding Source: Developer

Possible Funding Sources: The City could utilize a Local Improvement District to fund all of the improvements. Developer will pay cost of minimum utilities for project and City will fund the difference to upsize the pipes for water and sewer through an LID.



**LEGEND**

- URBAN GROWTH BOUNDARY
- - - CITY LIMITS
- - - POTENTIAL SEWER LOCATION
- - - POTENTIAL WATER LOCATION
- EXISTING WATER
- EXISTING SEWER

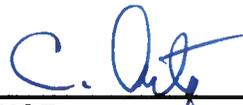
**CITY OF GRANDVIEW  
UGA COST OF SERVICE CAPITAL  
FACILITIES ADDENDUM**

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

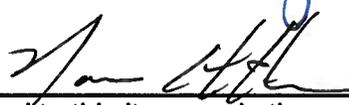
<p><b>ITEM TITLE</b></p> <p>Resolution No. 2015-51 approving Task Order No. 2015-02 Addendum No. 2 with Huijbregtse, Louman Associates, Inc., for the East Wine Country Plaza Improvements</p>	<p><b>AGENDA NO.:</b> Active 6 (F)</p> <p><b>AGENDA DATE:</b> November 24, 2015</p>
<p><b>ORIGINATING SOURCE</b></p> <p>Public Works Department</p>	<p><b>FUNDING CERTIFICATION</b> (City Treasurer) (If applicable)</p> <p>N/A</p>

**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)

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

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

Favorable construction bids allowed City 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 also 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, our 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 remains necessary to enforce submission of information and completion of closeout by the Contractor.

It is estimated the additional cost of the work described above to be \$14,600. The City currently has 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.

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**ACTION PROPOSED**

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

**RESOLUTION NO. 2015-51**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
APPROVING TASK ORDER NO. 2015-02 ADDENDUM NO. 2  
WITH HUIBREGTSE, LOUMAN ASSOCIATES, INC.,  
FOR THE EAST WINE COUNTRY PLAZA IMPROVEMENTS**

**WHEREAS**, the City Council approved Task Order No. 2015-02 with Huibregtse, Louman Associates, Inc., for the East Wine Country Plaza improvements on January 13, 2015; and

**WHEREAS**, Addendum No. 1 to Task Order No. 2015-02 was approved on May 12, 2015 for engineering services to improve approximately 1,500 linear feet of Wine Country Road, install new LED illumination heads and install new irrigation improvements; and,

**WHEREAS**, the construction of the additional work was completed on time and on budget, but the installation of the illumination was unable to be completed concurrently with construction due to long lead time for replacement heads and light poles; and,

**WHEREAS**, these delays have created additional working days for engineering services during construction,

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

The Mayor is hereby authorized to sign Task Order No. 2015-02 Addendum No. 2 with Huibregtse, Louman Associates, Inc., for construction administration and inspection service directly related to additional work provided in Addendum No. 1 to Task Order No. 2015-02 in the amount of \$14,600.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on November 24, 2015.

**MAYOR**

\_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

**CITY CLERK**

**APPROVED AS TO FORM:**

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

## ADDENDUM NO. 2

### TASK ORDER NO. 2015-02

REGARDING GENERAL AGREEMENT BETWEEN CITY OF GRANDVIEW

AND

HUIBREGTSE, LOUMAN ASSOCIATES, INC. (HLA)

#### REASON FOR ADDENDUM NO. 2:

The City of Grandview opened bids on the East Wine Country Plaza infrastructure project on March 18, 2015. The successful bid was below the amount of funds received from Yakima County Supporting Investments in Economic Diversification (SIED). The City desired to utilize the remaining SIED funding to continue infrastructure improvements in support of the PROJECT. Additional engineering and administration services were required for the completion of plans, specifications, estimate, contracting and engineering services during construction. The construction of the additional work was completed on time and on budget, but the installation of the illumination was unable to be completed concurrently with construction due to long lead time for replacement heads and light poles. These delays have created additional working days for engineering services during construction.

#### PROJECT DESCRIPTION:

##### East Wine Country Plaza

The City of Grandview (CITY) has received funding from the Yakima County Supporting Investments in Economic Diversification (SIED) fund in the form of \$498,850 grant and \$498,850 loan. Funding is in support of the East Wine Country Plaza necessary to construct infrastructure improvements including new street, water system, sewer system, illumination, and irrigation.

#### SCOPE OF SERVICES:

HLA shall provide a comprehensive civil engineering construction document package (plans, specifications, and estimate) to improve approximately 1,500 linear feet of Wine Country Road by grinding existing asphalt and installing a new hot mix asphalt overlay, installing new LED illumination heads on existing light poles, and installing new irrigation improvements. HLA will provide engineering services during construction.

HLA shall provide the following services:

##### **Construction Services**

14. Provide construction administration and inspection services directly related to additional work provided in the change order.

#### TIME OF PERFORMANCE:

Following authorization to proceed, HLA will diligently pursue completion of the PROJECT with the following schedule anticipated:

5. Additional engineering services during construction for the PROJECT shall begin immediately and be diligently performed through completion of construction.

**FEE FOR SERVICE:**

Engineering services during construction shall be completed on an hourly basis, at normal hourly billing rates, for the estimated maximum fee of \$134,900.00. (The estimated amount for additional services is \$14,600.00 and when added to the original agreement including Addendum No. 1 of \$120,300.00, the total estimated fee is \$134,900.00.)

**Proposed:**

\_\_\_\_\_  
Huibregtse, Louman Associates, Inc.  
Michael T. Battle, Vice President

\_\_\_\_\_  
Date

**Approved:**

\_\_\_\_\_  
City of Grandview  
Norm Childress, Mayor

\_\_\_\_\_  
Date

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**ADDENDUM NO. 2**

**TASK ORDER NO. 2015-02**

REGARDING GENERAL AGREEMENT BETWEEN CITY OF GRANDVIEW

AND

HUIBREGTSE, LOUMAN ASSOCIATES, INC. (HLA)

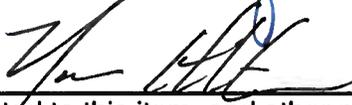
Original Task Order No. 2015-02 and Addendum No. 1		Addendum No. 2	
Plans, Specifications, Opinion of Cost, and Bidding and Award Services	\$109,500.00	Plans, Specifications, Opinion of Cost, and Bidding and Award Services	\$109,500.00
Engineering Services During Construction	\$120,300.00	Engineering Services During Construction	<b>\$134,900.00</b>
<b>Total</b>	<b>\$229,800.00</b>	<b>Total</b>	<b>\$244,400.00</b>

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

<b>ITEM TITLE</b>	<b>AGENDA NO.:</b> Active 6 (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	<b>AGENDA DATE:</b> November 24, 2015
<b>ORIGINATING SOURCE</b>	<b>FUNDING CERTIFICATION</b> (City Treasurer) (If applicable)
Public Works Department	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.

Cascade Natural Gas replaced their gas main on North Euclid and is now preparing to re-asphalt the construction trench. They will repair half of the roadway at their cost, however, the western section of the road is in very bad shape so I acquired a bid to repair this section at the same time that they repair their gas trench. The estimate is approximately \$33,000 and includes grinding the asphalt, re-leveling and applying a new asphalt surface. We have the funds to complete this repair in the Transportation Benefit District (TBD) budget.

This is a very much needed improvement and/or repair and it meets the goals of the TBD.

**ACTION PROPOSED**

Approve 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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**RESOLUTION NO. 2015-52**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
AUTHORIZING THE MAYOR TO SIGN A PROPOSAL AND CONSTRUCTION  
CONTRACT WITH GRANITE CONSTRUCTION COMPANY FOR THE  
NORTH EUCLID ROAD OVERLAY**

**WHEREAS**, Granite Construction Company is performing paving work on a portion of North Euclid Road within the City limits on behalf of a utility company; and

**WHEREAS**, the surface of North Euclid Road in vicinity of paving work by Granite Construction Company is degraded and the roadway is in need of resurfacing; and

**WHEREAS**, because Granite Construction Company will already be doing paving work and no additional mobilization would be required, Granite Construction Company has offered to pave the remainder of North Euclid Road in this area, totaling approximately 12,678 square feet, for the cost of \$32,675.00 plus applicable taxes; and

**WHEREAS**, this amount represents a considerable savings to the City over the estimated cost of otherwise paving this portion of N. Euclid Road; and

**WHEREAS**, the project cost falls below the threshold requirement for public bidding on public works projects of \$40,000 as set forth in RCW 35.23.352(1); and

**WHEREAS**, the City Council finds that contracting with Granite Construction Company for the roadway surface improvements contemplated herein would be in the best interest of the residents of the City of Grandview;

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

The Mayor is hereby authorized to sign a proposal and construction contract with Granite Construction Company for the North Euclid Road overlay in the amount of \$32,675.00 plus all applicable taxes.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on November 24, 2015.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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

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# GRANITE CONSTRUCTION COMPANY PROPOSAL AND CONSTRUCTION CONTRACT

Date of Proposal: **November 12, 2015**

Proposal Valid For: **5 Days**

This Proposal and Construction Contract, including General Conditions and attachments hereto, if any, identified in Section 6 below (herein "Contract") is entered into as of the Date of Proposal by and between **GRANITE CONSTRUCTION COMPANY**, a California corporation, (herein "Subcontractor") and **City of Grandview** herein called the "Contractor." Contractor and Subcontractor agree as follows:

1. **Description and Location of Work.** Subcontractor agrees to perform the following work (herein, "Work"):  
  
**Provide all labor and equipment to perform an asphalt milling at a depth of two inches on an area of the proposed roadway measuring approximately 1,419 SY and furnish, haul and place two compacted inches of hot mix asphalt on the fully prepared roadway measuring approximately 12,768 SF.**
2. **Project Location: N. Euclid Rd., Grandview WA**
3. **Plans and Specifications.** The Work described above shall be performed in accordance with the following plans and specifications to the extent applicable to scope of work: Per Plans and specifications. Such plans and specifications are, by this reference, incorporated herein and made a part of this Subcontract, but are not attached.
4. **Payment.** Contractor shall pay to Subcontractor, as full compensation for performance by Subcontractor of the Work (herein "Subcontract Amount") the following amount: **\$32,675.00 plus all applicable taxes**
  - A. Payments shall be made in accordance with the provisions of Section 2 on page 2 hereof. Progress payments shall be 100% of the estimate and the sum of 1-1/2% per month shall be added to any balance unpaid when due.
  - B. The Subcontract amount shall include all applicable Sales, Use, Franchise, Excise and other taxes which may now or hereafter be levied.
  - C. In the event the above price is a unit price based on quantities, final payment shall be for actual quantities jointly determined by the Contractor and Subcontractor, upon completion of all Work hereunder.
  - D. Subcontractor shall have the right to terminate this Subcontract if Contractor is unable to demonstrate to the satisfaction of Subcontractor prior to commencement of Work (or at anytime during the course of the Work in response to the written request of Subcontractor) Contractor's ability to make payments for the Work to be performed hereunder in the manner and at the times set forth herein.
5. **Time.** Subcontractor shall commence and continue thereafter to diligently perform the Work in accordance with a mutually agreed upon schedule. If applicable, the mutually agreed upon schedule shall provide for 1 working day in which to perform the Work. A working day is defined as any day except Saturdays, Sundays and legal holidays and except days on which the Subcontractor is prevented from proceeding with at least ninety percent (90%) of the normal labor and/or equipment force required to perform the Work due to events or circumstances, beyond the control of Subcontractor including, but not limited to, those events or circumstances identified in Sections 7 and 8 on page 3 hereof.
6. **Special Conditions.** Any additional depth, area, or materials required for completion of this project due to unforeseen conditions, or by the request of the owner will be added to the lump sum price above at the contracted unit price.
7. **Exclusions: Sales tax, licenses, fees, bonds, permits, saw cutting, subgrade preparation, traffic control, fog seal, seal coat, crack sealing, striping, utility adjustments, underground, all concrete work, all rock under concrete, irrigation, landscaping, mechanical and electrical and all other items of work not mentioned above. work**
8. **Attachments.** The following documents are attached hereto and incorporated herein and made a part of this Contract by this reference: **None.**

This Contract is Subject to the Terms and Conditions Appearing on Page 3.

Executed at: **Grandview , Washington as of the date first above written.**

If Acceptable Please Sign Original and Return to:



**GRANITE CONSTRUCTION COMPANY  
PROPOSAL AND CONSTRUCTION CONTRACT**

CONTRACTOR NAME

GRANITE CONSTRUCTION COMPANY,  
a California corporation

BY: (X) \_\_\_\_\_

State of Washington Subcontractor's License No.  
GRANICC916DL \_\_\_\_\_

(X) \_\_\_\_\_  
(Address)

80 Pond Road  
(Address)

\_\_\_\_\_

Yakima, WA 98901

(X) \_\_\_\_\_  
(Phone Number)

BY: *Bill Shubart*  
Subcontractor BILL SHUBART/ESTIMATOR

Job No. \_\_\_\_\_

OVER →

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For all applicable contracts where this notice is required:

**NOTICE TO CUSTOMER**

This Subcontractor is registered with the state of Washington, registration no. GRANICC916DL, and has posted with the state a bond or deposit of \$12,000 for the purpose of satisfying claims against the Subcontractor for breach of contract including negligent or improper work in the conduct of the Subcontractor's business. The expiration date of this Subcontractor's registration is 10/08/2014.

**THIS BOND OR DEPOSIT MIGHT NOT BE SUFFICIENT TO COVER A CLAIM THAT MIGHT ARISE FROM THE WORK DONE UNDER YOUR CONTRACT.**

This bond or deposit is not for your exclusive use because it covers all work performed by this Subcontractor. The bond or deposit is intended to pay valid claims up to \$12,000 that you and other customers, suppliers, subSubcontractors, or taxing authorities may have.

**FOR GREATER PROTECTION YOU MAY WITHHOLD A PERCENTAGE OF YOUR CONTRACT.**

You may withhold a contractually defined percentage of your construction contract as retainage for a stated period of time to provide protection to you and help insure that your project will be completed as required by your contract.

**YOUR PROPERTY MAY BE LIENED.**

If a supplier of materials used in your construction project or an employee or subSubcontractor of your Subcontractor or subSubcontractors is not paid, your property may be liened to force payment and you could pay twice for the same work.

**FOR ADDITIONAL PROTECTION, YOU MAY REQUEST THE SUBCONTRACTOR TO PROVIDE YOU WITH ORIGINAL "LIEN RELEASE" DOCUMENTS FROM EACH SUPPLIER OR SUBSUBCONTRACTOR ON YOUR PROJECT.**

The Subcontractor is required to provide you with further information about lien release documents if you request it. General information is also available from the state Department of Labor and Industries.

**Acknowledgement of Receipt of Notice to Customer:**

Dated this X<sup>7</sup> day of X<sup>7</sup> of the year 2015.

X  
Customer's Full Name and Signature

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## GENERAL CONDITIONS

1. **WORKMANSHIP AND MATERIALS:** Subcontractor acknowledges that it is familiar with the nature and location of the Work. All Work shall be performed by Subcontractor in a workmanlike manner, and in accordance with industry standards.
2. **PAYMENTS:** Subcontractor will invoice Contractor on a monthly basis for the percentage of work performed to date by subcontractor. Contractor shall pay Subcontractor for each month's invoice within ten (10) days after Contractor receives payment from Owner, but in no event longer than forty-five (45) days from when Contractor submits its application for payment to Owner. Contractor may reduce each payment to Subcontractor by the same retention percentage as the Contractor's payment from Owner is reduced. The amounts so withheld and which are due Subcontractor shall be withheld by Contractor until final completion of all work to be performed by Subcontractor and shall be paid to Subcontractor within thirty-five (35) days after completion of Subcontractor's work. In the event Contractor shall fail to make payment at the times and in the amounts provided for herein, Subcontractor will have the right to stop work. In such event, all amounts due Subcontractor, including retention if any, shall immediately become payable and Subcontractor shall have the right to recover all damages sustained by it as a result of such breach of contract by Contractor. As it would be extremely difficult to fix and ascertain the actual damages the Subcontractor would sustain by nonpayment of moneys due to Subcontractor under the terms of this Subcontract at the times and in the manner specified herein, it is hereby agreed by parties hereto that the Contractor shall pay to the Subcontractor in addition to all sums due hereunder the sum of the percentage per month set forth under Paragraph 3.A. on the face hereof as a fixed amount of any balance unpaid when due under this Subcontract. Nothing contained herein shall be deemed consent by the Subcontractor for extending the due date for payment under this Subcontract.
3. **CHANGES IN THE WORK:** Contractor may, from time to time, by instructions or drawings issued to Subcontractor, make changes to the scope of the Work, issue additional instructions, request additional work or direct the omission of work previously ordered, and the provisions of this Subcontract shall apply to all such changes, modifications and additions with the same effect as if they were embodied in the original Subcontract. The price or a formula for establishing the price and any time impacts to the schedule for such work shall be set forth in a written change order either prior to the commencement of work or as soon as practical thereafter and shall be mutually agreed upon with Subcontractor. Absent the parties' agreement to price and/or time extension for a change in the Work, Contractor shall pay Subcontractor its actual direct costs in completing said extra work plus a mark-up of 15 percent thereon for overhead and profit.
4. **INDEMNITY:** Subcontractor shall indemnify and hold Contractor harmless against all claims, damage suits, actions, recoveries and judgments caused by the negligence of Subcontractor, its agents, employees, or subcontractors, in performing the Work. Contractor shall indemnify and hold Subcontractor harmless against all claims, damage suits, actions, recoveries and judgments caused by the negligence of Contractor, its agents, employees, or subcontractors, relating to the Work.
5. **RESPONSIBILITY FOR WORK:** Except to the extent insured by property insurance provided by Owner or Contractor, Subcontractor shall be responsible for and shall bear any loss of or damage to the Work and all materials, supplies and equipment until such time as Subcontractor has de-mobilized from the Work site. In no event, shall Subcontractor be liable for such loss or damage that results from the actions, omissions, fault or negligence, either active or passive, of the Owner, Owner's Contractor, their representatives, agents, employees, other Subcontractors or anyone acting on Owner's or Contractor's behalf or others over whom Subcontractor has no authority or control.
6. **INSURANCE:** Subcontractor shall maintain such insurance as will protect it from claims under workers' compensation acts and from claims for damages because of bodily injury, including death, or injury to property which may arise from and during the operation of this Subcontract. A certificate of such insurance shall be provided to the Contractor if the Contractor so requests.
7. **DELAYS BEYOND CONTROL OF SUBCONTRACTOR:** In the event Subcontractor shall be delayed in the performance of the Work under this Subcontract by causes beyond the control of the Subcontractor and not caused by Subcontractor's negligence, including, but not limited to, Change Orders, Acts of God, or of the public enemy, acts of any governmental agency, fire, flood, epidemics, strikes, freight embargoes, inclement weather, over optimum moisture content of ground or base course, unsuitable ground conditions or delays caused by Owner, Contractor, their other contractors, subcontractors of any tier and the suppliers to any of the foregoing, Subcontractor shall have a time extension to the mutually agreed schedule for the time caused by said delay and shall be paid its additional costs incurred as a result of the delay, including labor and material cost or price escalations, and extended jobsite and home office overhead.
8. **DIFFERING SITE CONDITIONS:** (A) Subcontractor shall promptly, and before the conditions are disturbed, give a written notice to Contractor of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this Subcontract, including but not limited to any subsurface utilities not accurately shown on plans or drawings, or (2) unknown physical conditions at the site of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Subcontract, or (3) the existence of contaminated, toxic or hazardous materials or conditions not specifically described in type, character, or quantity in this Subcontract, which existence is deemed to be a differing site condition. (B) Contractor shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ or are deemed to so differ and cause an increase or decrease in the Subcontractor's cost of, or the time required for, performing any part of the Work under this Subcontract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the Subcontract price increased to reflect Subcontractor's increased costs plus a mark-up of 15 percent, and the mutually agreed schedule extended accordingly.
9. **LAWS AND REGULATIONS:** Subcontractor shall at all times comply with all applicable safety, licensing, employment and environmental laws, ordinances, statutes, rules and regulations of the Federal Government, State, County, Municipalities or their Agencies of Government (herein "Law" or "Laws").
10. **ACCEPTANCE:** Upon receipt of written notice from Subcontractor requesting acceptance of the Work being performed hereunder, Contractor and Subcontractor shall promptly inspect the job jointly and, in the event the same has been completed in conformity herewith, provide Subcontractor with a Notice of Completion in recordable manner and form. In the event the Work performed is subject to further inspection and/or final acceptance by another person or entity, and such inspection and/or final acceptance cannot be obtained through no fault of Subcontractor, then in such event the Work shall be deemed completed and accepted. Subcontractor shall warrant its Work against defects in materials and workmanship for a period of one year from the date of completion of the Work.
11. **PERMITS:** Building permits, inspection fees, soils test, engineering, staking, fees for utility connections, or other such similar items required for the performance of Work hereunder shall not be the responsibility of Subcontractor.
12. **SUBCONTRACTING:** Subcontractor shall have the right to subcontract any portion of the Work hereunder, and all Work performed by subcontractors shall be subject to all of the applicable Subcontract terms and conditions.
13. **LIENS AND CLAIMS:** Provided Subcontractor has been, and continues to be, timely paid all amounts due it, Subcontractor shall promptly pay valid claims of all persons, firms or corporations performing labor or furnishing equipment, materials and other items used in, upon or for the Work done hereunder.
14. **DEFAULT:** In the event Subcontractor shall fail to timely perform any provision of this Subcontract and if such failure should continue for thirty (30) days after receipt of written notice from Contractor, then Contractor may terminate this Subcontract and cause the balance of the Work to be completed by other parties. In any such event, if the reasonable cost of such completion exceeds the unpaid balance due on the Subcontract price, Subcontractor shall promptly pay such difference to Contractor; otherwise, the unpaid contract balance shall be paid to Subcontractor. The Contractor and Subcontractor each waive the right to recover from the other any indirect, incidental, special or consequential damages regardless of how such damages are caused.
15. **COSTS AND ATTORNEYS' FEES:** Should either party bring suit in court to enforce or interpret any of the terms hereof, or for a breach thereof, and/or to foreclose any mechanic's lien attributable to the Work done hereunder, the prevailing party shall be entitled to cost and reasonable attorneys' fees, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which the prevailing party may be entitled.
16. **NOTICES:** Any notice required or permitted hereunder shall be served personally on Subcontractor's construction manager or on the representative of Contractor at the job site, or may be served by certified mail directed to the address of the party shown on the face of the Subcontract. Notices shall be in writing and effective upon receipt by the intended recipient.
17. **ASSIGNMENT:** Except as provided in Section 12 above, neither party shall assign all or any portion of this Subcontract without first obtaining the signed written consent of the other party. Subject to the foregoing, this agreement shall be binding upon and inure to the heirs, successors and assigns of the parties hereto.
18. **WAIVER OF RIGHTS:** Failure to enforce any rights hereunder shall not waive any rights in respect of other or future occurrences.
19. **SEVERABILITY:** To the best knowledge and belief of the Parties, this Subcontract now contains no provision that is contrary to any Laws. In the event that any provision of this Subcontract shall at any time contravene in whole or in part any applicable Law, then such provision shall remain in effect only to the extent permitted, and the remaining provisions hereof shall remain in full force and effect.
20. **JURISDICTION AND VENUE:** It is understood and agreed that each and every provision of this Contract, including any alleged breach thereof, shall be interpreted in accordance with the laws of the state of Washington. Venue for all matters arising under this Contract shall be in Everett, Washington.
21. **ENTIRE AGREEMENT:** This Subcontract constitutes the entire agreement between Subcontractor and Contractor and contains everything agreed upon by the parties. This Subcontract supersedes all earlier proposals, discussions, correspondence and oral agreements, if any, between Subcontractor and Contractor.

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

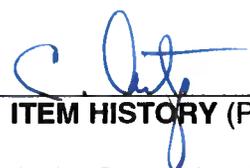
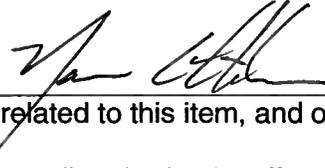
<b>ITEM TITLE</b>  Museum Renovation Project – Bid and Budget Consideration	<b>AGENDA NO.:</b> Active 6 (H)  <b>AGENDA DATE:</b> November 24, 2015
<b>VISION:</b>  <b>MISSION:</b>	<b>FUNDING CERTIFICATION</b> (City Treasurer) (If applicable)

**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)

At the September 8, 2015 City Council 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 Huijbregtse, Louman Associates, Inc., for design services, bid specifications and project administration. BORArchitecture is 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 took place on November 16<sup>th</sup>.

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

The City 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 has been reviewed by the architect. Based on the bid amount and overall project budget, we currently have a shortfall of \$30,000 within the Capital Improvement Fund to complete this project. One option would be to transfer \$30,000 from the Current Expense Fund to the Capital Improvement Fund within the 2016 budget to offset the project shortfall (see attached post-bid budget document). If additional funding is approved and the City accepts the base bid from Banlin Construction, the City could authorize the Mayor to sign a construction contract with Banlin Construction at the December 8<sup>th</sup> Council meeting.

**ACTION PROPOSED**

Move to approve transfer of \$30,000 from the Current Expense Fund to the Capital Improvement Fund to offset the project shortfall and move to accept the lowest responsible bid from Banlin Construction for the Museum renovation project.

**BORA**

**BORArchitecture**

November 20, 2015

Cus Arteaga, City Administrator  
City of Grandview  
207 West Second Street  
Grandview, Washington 98930

RE: Grandview Museum

Mr. Arteaga,

I have reviewed the bids submitted for this project. Banlin Construction was the apparent low bidder. I have worked with BANLIN Construction in the past and trust that they are fully capable and qualified to perform the work associated with this project in conformance with the contract document requirements.

BORArchitecture has also compared the bid result to the budget; Banlin's base bid was slightly higher than what was estimated in the budget. In order to accept the bids, the budget would need to be increased by an additional \$30,000. I have attached a copy of the updated Project Budget for your review.

If the City Council approves the additional funds, BORArchitecture recommends acceptance of BANLIN Construction's submitted low Base Bid of \$220,548. At this time, we would not recommend accepting any of the alternates.

If this meets your approval, I will proceed to prepare the Owner-Contractor agreement and submit it to BANLIN Construction to procure their bonding and insurance paperwork and provide signatures.

Call if you have any questions or require additional information.

Best regards,

BORArchitecture, P.L.L.C.



Wescott L. Edwards  
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November 17, 2015 (Post Bid Budget)

**Grandview Museum**

City of Grandview

**PROJECT BUDGET**

**Building Costs**

Building Purchase	\$100,509
<b>Bid From Banlin Construction</b>	<b>\$220,622</b>
(base bid only, no Alternates)	
<b>Sub Total</b>	<b>\$321,131</b>
Sales Tax @ 7.9% on Construction Costs	\$17,429
Construction Contingency @ 5%	\$11,031
<b>Building/Construction Costs Sub Total</b>	<b>\$349,591</b>

**Consultant Services**

A/E Fees (Task Order 2014-02)	\$6,592
A/E Fees (Task Order 2015-04)	\$16,300
Construction Document Printing, etc.	\$841
<b>Consultants Sub Total</b>	<b>\$23,733</b>

**Other Costs**

Hazardous material testing	\$539
Roof repairs	\$3,129
Interior demolition	\$1,200
City direct costs for demolition and painting	\$6,236
Security Alarm	\$4,000
Plan Review & Building Permit	\$1,595
(based on \$35/sf for value, per Cory Taylor)	
Phone Connection Fee, estimated	\$1,000
Data/Communications Allowance (by owner)	\$0
<b>Estimated Total Other Costs</b>	<b>\$17,699</b>

**Project Grand Total** **\$391,023**

**Available Funds**

Original Budget assigned to project	\$200,000
Walmart/Rotary Grant	\$2,500
Red Apple Lodge No 276 Contribution	\$500
<b>Total available funds</b>	<b>\$203,000</b>

**Expenses to date**

A/E Fees (Task Order 2014-02)	\$6,592
A/E Fees (Task Order 2015-04)	\$725
Building Purchase	\$100,509
Re-Roofing	\$3,129
City direct costs for demolition and painting	\$6,236
Hazardous material testing	\$539
<b>Total Paid to Date</b>	<b>\$117,730</b>

**Total Cost remaining to complete project** **\$273,293**

(project grand total minus expenses to date)

**Balance of current available funds** **\$85,270**

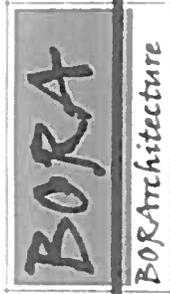
(Total available funds minus expenses to date)

**Additional funds required to complete project** **\$188,023**

Budget/Estimate presented to Council 9/8/15 \$161,057

**Difference between estimate and bid amounts** **(\$26,966)**

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**BID TABULATION**  
November 16, 2015  
4:00 PM

Grandview Museum  
City of Grandview

**SIGN-IN SHEET**

Name of Contractor	Add's 1 & 2	Bid Security	Signed	Base Bid Amount	Alternate No. 1 Conc. Pav.	Alternate No. 2 Stone	Alternate No. 3 Fir. Top'g	Total Bid Amount including Alternate's (not including taxes)	Sub List
KIRBY WETCH CONSTRUCTION	X	X	X	248,930	7,300	5,250	34,650		
BANLIN	X	X	X	220,548	6,065	3,863	10,613		
BOOTH & SONS	X	X	X	269,500	8,500	6,700	39,900		
APOLLO	X	X	X	246,500	7,400	7,800	26,000		
WELANS FARWELL INC	X	X	X	279,655	9,000	4,000	28,000		
AULSIAY CONSTRUCTION	X	X	X	303,602	7,322	7,654	28,634		
POW CONTRACTING	X	X	X	267,917	8,500	7,200	10,000		



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MEMO

TO: Mayor and City Council

FROM: Michael Everett

SUBJECT: Financial Reserve Policy

I was a bit surprised when I discovered that the City does not have a Reserve or “Rainy Day” Fund. As I understand it, the 15% that is discussed is simply to insure that there is cash to cover expenditures at the beginning of the next year. The additional confusion that I have is, 15% of what? Is that 15% Department by Department or is it for the total budget? What is role that the “Ending Fund Balance” play? Doesn’t that cover the next year’s start up?

I believe that the City should have a “Rainy Day” Fund of at least 10% of the total Budget. I would like to have the City Attorney draft a Policy for consideration of Council adoption. I would like to see the policy require a “super majority” (5 of the 7) of the Council required before we dip into the fund. I think that this is a responsible approach to guarding against the unexpected.

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