

**GRANDVIEW CITY COUNCIL
MEETING AGENDA
TUESDAY, JANUARY 12, 2016**



STUDY SESSION – 6:00 PM

1. Grandview City Council Procedures Manual

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REGULAR MEETING – 7:00 PM

1. CALL TO ORDER & ROLL CALL

- A. Oaths of Office:
- Mayor Norm Childress
 - Council Position 6 – Dennis McDonald
 - Council Position 7 – Mike Everett

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2. PLEDGE OF ALLEGIANCE

- A. Distinguished Service Award – Councilmember Jesse Palacios
B. 2016 Swim Team Championship – Frans Ebbelaar

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3. PRESENTATIONS

4. PUBLIC COMMENT

5. CONSENT AGENDA

- A. Minutes of the December 8, 2015 regular meeting
B. Payroll Electronic Fund Transfers (EFT) Nos. 5486-5496 in the amount of \$150,663.74
C. Payroll Check Nos. 8535-8593 in the amount of \$109,561.16
D. Payroll Direct Deposit 12/01/15 – 12/15/15 in the amount of \$85,843.42 and
Payroll Direct Deposit 12/16/15 – 12/31/15 in the amount of \$95,778.61
E. Claim Check Nos. 109492-109755 in the amount of \$748,040.16
F. 2016 City Board and Commission Appointments
G. Resolution No. 2016-1 declaring certain property as surplus and authorizing its sale
or disposition
H. Resolution No. 2016-2 authorizing the Mayor to sign a Repayment Contract between
the City of Grandview and FruitSmart, Inc.

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6. ACTIVE AGENDA

- A. Resolution No. 2016-3 authorizing the Mayor to sign a Washington State
Transportation Improvement Board Consultant Agreement with HLA Engineering
and Land Surveying, Inc., for the Wine Country Road Improvements from Ash Street
to Fir Street
B. Resolution No. 2016-4 approving Task Order No. 2016-01 with HLA Engineering and
Land Surveying, Inc., for the Euclid/Wine Country Road Intersection and Forsell Half
Street Improvements
C. Resolution 2016-5 approving the amendment to Article VIII of the Yakima Valley
Conference of Governments Articles of Association

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7. UNFINISHED AND NEW BUSINESS

8. CITY ADMINISTRATOR AND/OR STAFF REPORTS

9. MAYOR & COUNCILMEMBER MEETING REPORTS

10. EXECUTIVE SESSION

11. ADJOURNMENT

GRANDVIEW CITY COUNCIL

PROCEDURES MANUAL

ADOPTED 02/04/86	RES NO. 86-10
REVISED 01/20/87	ORD NO. 1184
REVISED 01/04/88	RES NO. 88-1
REVISED 07/17/89	RES NO. 89-34
REVISED 01/02/90	RES NO. 90-1
REVISED 02/05/90	RES NO. 90-5
REVISED 12/16/91	RES NO. 91-66
REVISED 05/04/92	RES NO. 92-18
REVISED 11/02/92	RES NO. 92-39
REVISED 11/16/92	RES NO. 92-47
REVISED 01/19/94	RES NO. 94-03
REVISED 7/16/01	RES NO. 2001-30
REVISED 10/13/15	RES NO. 2015-40

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- G. RCW 42.36 Appearance of Fairness

*** NOTE: These statutes may change from time to time and current RCW's should be available at City Hall.**

CITY COUNCIL PROCEDURES MANUAL

SECTION 1. GENERAL RULES:

1.1 **Public Meetings:** All meetings of the Council, with the limited exception of Executive Sessions, shall be open to the public, and minutes shall be kept of all regular and special meetings of the Council, and shall be available for public inspection in accordance with RCW Chapter 42.30.

1.2 **Quorum:** At all meetings of the Council, a majority of the Councilmembers shall constitute a quorum for the transaction of business, but a lesser number may adjourn from time to time and may compel the attendance of absent members.

1.3 **Voting on Ordinance:** The passage of any ordinance, grant, or revocation of a franchise or license, and any resolution for the payment of money shall require the affirmative vote of at least a majority of the whole membership of the Council, in accordance with RCW 35A.12.120.

1.4 **Tie-Votes:** In the event of a tie vote, the Mayor shall have a vote only in the case of a tie in the votes of the Councilmen with regard to matters other than the passage of any ordinance, grant, or revocation of franchise or licenses, or any resolution for the payment of money.

1.5 **Ordinances--Subject--Effective Date:**

(a) No ordinance shall contain more than one subject and that must be clearly expressed in its title.

(b) No ordinance or any section or subsection thereof shall be revised or amended unless the new ordinance sets forth the revised ordinance or the amended section or subsection at full length.

(c) No ordinance shall take effect until five days after the date of its publication unless otherwise provided by State Law, except that an ordinance passed by a majority plus one of the whole membership of the Council, designated therein as a public emergency ordinance necessary for the protection of public property or public peace, may be made effective upon adoption, but such ordinance may not levy taxes, grant, renew, or extend a franchise, or authorize the borrowing of money.

1.6 **Ordinances--Mayor's Veto:** Every ordinance which passed the Council in order to become valid must be presented to the Mayor, if he approves it, he shall sign the ordinance. If not, he shall return the ordinance with his written objection to the Council and the Council shall cause his objections to be entered into the minutes and shall proceed to reconsider the ordinance. If, upon reconsideration, a majority plus one of the whole membership votes in favor of its passage, the ordinance shall become valid without the Mayor's approval. If the Mayor fails for 10 days to either approve or veto an ordinance, it

shall become valid without his approval. Ordinances shall be signed by the Mayor, attested by the City Clerk, and approved by the City Attorney, as to form.

1.7 **Adoption by Reference:** Ordinances may, by reference, adopt Washington State statutes and State, County, or City Codes, regulations, or ordinances or any standard code of technical regulations, or portions thereof. Said adopted codes, statutes, or regulations so adopted need not be published in a newspaper as provided in Section 2.7, but the adopting ordinance shall be so published and the adopted code, statutes, or regulations so adopted shall be on file at the office of the City Clerk for uses and examination of the public and shall be authenticated and recorded by the City Clerk along with the ordinance.

SECTION 2. MEETINGS:

2.1 **Day and Time of Regular Meetings:** The regular meetings of the Council shall be held on the second and fourth Tuesdays of each and every month at the hour of 7:00 p.m.; provided, that regular meetings shall be held on the next succeeding day when the meeting day is a state-established holiday.

2.2 **Location of Meetings:** All regular meetings of the City Council shall be held in the City Hall situated at 207 West Second Street in the City, unless Council at a previous meeting decides to hold them elsewhere.

2.3 **Failure to Attend Meeting--Arrest:** Whenever a lesser number of Councilmembers than a quorum are present at the time and place fixed by Ordinance for any regular meeting or of any legally called meeting of the Council, such member or members as are present shall have the authority to order any police officer of the City to arrest and bring to such meeting any or all absent Councilmember, whether absent at the time fixed for open meeting or later in the session.

2.4 **Penalty for Refusal to Attend Meeting:** Any member refusing to attend when so required under Section 2.3 shall be deemed guilty of a misdemeanor and fined in any sum of not less than one dollar nor more than five dollars.

2.5 **Special Meetings:** Special meetings may be called by the Mayor or any three members of the Council by written notice delivered to each member of the Council by mail or personally at least 24 hours before the time specified for the proposed meeting. The call and notice shall specify the time and place of the special meeting and the business to be transacted. Final disposition shall not be taken on any other matter at such meeting by the City Council.

2.6 **Executive Sessions:** Executive sessions may be held in accordance with the State Open Meetings Act, RCW Chapter 42.30, and by amendments thereto. Unless amended by RCW, said executive sessions may be called during regular or special meeting to consider:

- (a) matters affecting national security.

(b) selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price.

(c) the minimum price at which real estate will be offered for sale or lease when public knowledge regarding such consideration would cause a likelihood of decreased price. However, final action selling or leasing of public property shall be taken in a meeting open to the public.

(d) review negotiations on the performance or publicly-bid contracts where public knowledge regarding such consideration would cause a likelihood of increased costs.

(e) to receive and evaluate complaints or charges brought against a public officer or employee. However, upon the request of such officer or employee, a public hearing or a meeting open to the public shall be conducted upon such complaint or charge.

(f) to evaluate the qualifications of an applicant for public employment or to review the performance of a public employee. However, subject to RCW 42.30.140(4), discussion by a governing body or salaries, wages, or other conditions of employment to be generally applied within the City shall occur in a meeting open to the public, and when a governing body elects to take final action on hiring, setting the salary of an individual employee or class of employees, or discharging or disciplining an employee, that action shall be taken in a meeting open to the public.

(g) to evaluate the qualifications of a candidate for appointment to elective office. However, any interview of such candidate and final action appointing a candidate to elective office shall be in a meeting open to the public.

(h) to discuss with legal counsel representing the City matters relating to the City enforcement actions, or to discuss with legal counsel representing the City litigation or potential litigation to which the City, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency.

(i) before convening in executive session, the Mayor shall publicly announce the purpose for excluding the public from the meeting place, and the time when the executive session will be concluded. The executive session may be extended to a stated later time by announcement of the Mayor.

SECTION 3. RULES OF ORDER:

3.1 **Rules Governing:** Meetings shall be governed by Robert's Rules of Order Revised.

3.2 **Preservation of Order:** The Mayor, Mayor Pro-Tem, or the elected chairman, in the absence of the Mayor and Mayor Pro-Tem, shall preside over all meetings and shall preserve order and decorum, prevent attacks on personalities, or the impugning of member's motives, and confine members in debate to the question under discussion.

3.3 **Points of Order:** The chairman shall determine all points of order, subject to the right of any member to appeal to the Council. If any appeal is taken, the question shall be, "Shall the decision of the Chairman be sustained?"

3.4 **Reading of the Minutes:** Unless a reading of the minutes of a Council meeting is requested by a member of the Council, such minutes may be approved without reading if the City Clerk properly furnished each member with a copy thereof.

3.5 **Conflicts of Interest:** Councilmen or the Mayor shall excuse themselves from the Council Chamber during any discussions or vote on any subject in which there are conflicts of interest or which may give the appearance that there may be a conflict of interest.

3.6 **Permission to Speak:** No member shall speak more than twice on the same subject without permission of the presiding officer. No person, not a member of the Council, shall be allowed to address the same while in session without the permission of the presiding officer.

3.7 **Motions:** Motions shall be reduced to writing when required by the presiding officer of the Council. All resolutions and ordinance shall be in writing.

3.8 **Motions to Reconsider:** Motions to reconsider must be by a member who voted with the majority, and at the same or next succeeding meeting of the Council.

3.9 **Journal of Proceedings:** The City Clerk shall keep a correct journal of all proceedings and at the desire of any member of ayes and nays shall be taken on any question and entered in the journal.

3.10 **Questions of Order:** All questions of order shall be decided by the presiding officer of the Council with the right of appeal to the Council by any member.

3.11 **Presiding Officers-Discretion:** The presiding officer of the Council may, at his discretion, call any member to take the chair, to allow him to address the Council, make a motion, or discuss any other matter at issue.

3.12 **Motions to Table:** Motions to lay any matter on the table shall be first in order; and on all questions, the last amendment, the most distant day, and the largest sum shall be put first.

3.13 **Abstentions:** Any member not voting is deemed to be voting with the majority, except as to matters with respect to which such council member has a disqualifying interest.

3.14 **Adjournment**: A motion for adjournment shall always be in order.

3.15 **Rules-Changes**: The rules of the Council may be altered, amended, or temporarily suspended by a vote of two-thirds of the members present.

3.16 **Committee-Reports**: The chairman of each respective committee, or the Councilmember acting in that capacity in his place, shall submit or make all reports to the Council when so requested by the presiding officer or any member of the Council.

3.17 **Attendance of Staff**: The City Administrator, City Clerk, City Attorney, City Treasurer, Police Chief, Fire Chief, Public Works Director, Parks and Recreation Director, Library Director and such other officers or employees of the City shall, when requested, attend all meetings of the Council.

3.18 **Procedure of Presenting Matters to Council**:

(a) All matters coming before the City Council shall first be referred to a standing committee. Therefore, all new matters shall be placed on the Council agenda as new business for referral to the appropriate standing committee.

(b) At the next Council meeting, after such referral to the standing committee, the standing committee will report their recommendation to the Council. If the standing committee feels that it is something that should be referred to the Mayor for disposition as an administrative matter, then the standing committee will report that back to the Council at the next Council meeting. Otherwise, the matter will come back to the Council for their action.

(c) If a matter is of an emergency nature, the Council can vote to suspend the rules pursuant to Section 3.15 of this manual and dispose of an item immediately.

3.19 **Citizen Participation**

The following rules are intended to promote an orderly system of holding a public meeting and to give every person an opportunity to be heard.

(a) **Addressing the Council**: Any person desiring to address the Council under agenda item "Citizen Participation," shall first secure the permission of the Mayor.

(b) **Manner of Addressing the Council - Time Limit**: Each person addressing the Council shall step up to the microphone, will give his/her name and address in an audible tone of voice for the record and, unless further time is granted by the Council, shall limit their remarks to three minutes. All remarks shall be addressed to the Council as a whole, not individual Councilmembers. No person, other than the Mayor, members of the Council, and the person having the floor, shall be permitted to enter into any discussion, either directly or through the members of the Council. No questions shall be asked of the Councilmembers, except through the Mayor. No one other than the Mayor may interrupt

the speaker and the Mayor is obligated to interrupt if the speaker exceeds the time limit or when it is necessary to uphold the rules and restore order. The Council will then determine the disposition of the issue (information only, place on present agenda, a future agenda, assign to staff, or do not consider).

(c) **Personal and Slanderous Remarks:** Any person making personal, impertinent or slanderous remarks, or who shall become boisterous, threatening, intimidating, disrespectful or personally abusive while addressing the Council may be requested to leave the meeting and may be forthwith, by the Mayor, barred from further audience before the Council during that Council meeting. No demonstrations, noises, or other disruptive expressions are allowed.

(d) **"Out of Order" comments:** The Mayor has the authority to preserve order at all meeting of the Council and to enforce the Rules of the Council. Any person whose comments have been ruled out of order by the Mayor shall immediately cease and refrain from further improper comments or disorderly conduct. The refusal of an individual to desist from inappropriate, slanderous or otherwise disruptive remarks after being ruled out of order by the Mayor may be subject to removal from the Council Chambers and banned from addressing the Council in the future unless permission is granted by the Mayor. The Mayor may command assistance of any police officer to enforce all lawful orders of the Mayor to restore order at any meeting.

(e) **Citizen Complaints:** Citizens with complaints, concerns or questions will be encouraged to refer the matter to the City Administrator or ask that the matter be placed on a future City Council meeting agenda with the appropriate background information. The Mayor shall refer administrative matters to the City Administrator for resolution.

Personnel matters, including labor negotiations, grievances, hiring, and dismissals will not be dealt with at public Council meetings. Such complaints may be submitted in writing to the City Administrator or Mayor.

SECTION 4. AGENDA:

4.1 **Agenda Preparation:** The order of business of each meeting shall be as contained in the agenda prepared by the City Clerk. The agenda shall be a listing by topic of subjects to be considered by the City Council and shall be formulated as follows:

4.2 **Agenda Matters--Submitted:** Matters shall be submitted for the City Council agenda as follows:

- (a) Any member of the City Council may place a matter on the agenda.
- (b) All other matters to be placed on the agenda shall be submitted to the City Administrator or to the Mayor for consideration and possible placement on the agenda.
- (c) All matters placed on the agenda shall be noted with the sponsor's name.

(d) All reports, communications, ordinances, resolutions, and other items to be submitted to the Council shall be delivered to the City Clerk no later than 12:00 Noon on the Wednesday preceding each Council meeting, whereupon the City Clerk shall arrange a list of such matters according to the order of business.

(e) The agenda shall be delivered to each Councilmember by 5:00 p.m., the Friday preceding the Council meeting.

4.3 **Order of Business:** The order of business shall be as follows:

- (a) Call to Order & Roll Call
- (b) Pledge of Allegiance
- (c) Presentations
- (d) Public Comment - at which the citizens may address the Council on matters other than those appearing on the agenda.
- (e) Consent Agenda
 - (i) Minute Approval
 - (ii) Payroll and Claim Payments
- (f) Active Agenda
- (g) Unfinished and New Business
- (h) City Administrator and/or Staff Reports
- (i) Mayor & Councilmember Meeting Reports
- (j) Executive Session
- (k) Adjournment

4.4 **Consent Agenda:** Items may be placed on a "Consent Agenda" which items of business will be voted on together by the Council, unless a Councilmember requests that one or more of the items be removed from the Consent Agenda and discussed and voted upon separately. An item removed from the Consent Agenda will be placed under "Unfinished and New Business".

4.5 **Active Agenda:** This section of the agenda shall include items of a general nature, including:

- (a) Resolutions and ordinances previously discussed at a Council meeting.

- (b) Consideration of bids, L.I.D.'s, and related matters.

4.6 **Unfinished and New Business**: This section of the agenda shall include all items of a general nature, including resolutions and ordinances put forward to the regular meeting and items that have been removed from the Consent Agenda.

SECTION 5. COMMITTEES

Standing Council Committees, with the exception of the Personnel and Finance Committee which shall be a Committee-of-the-Whole, shall consist of three Councilmembers each, and their responsibilities are as follows:

5.1 (a) **Utilities Committee**: Responsible for the development of policy, rates, and fees relating to water, sewer, and irrigation utilities.

(b) **Streets Committee**: Responsible for the development of policy and fees relating to streets, alleys, sidewalks, drainage, street utility, garbage, and cemetery departments.

(c) **Public Safety Committee**. Responsible for the development of policy and fees for the Police Department, Fire Department, Animal Control Department, business license and building inspection, and public health matters.

(d) **Parks and Recreation Committee**. Responsible for the development of policy and fees relating to Parks and Recreation programs, Senior Center, Library, and Museum, and swimming pool.

(e) **Personnel and Finance Committee**. Shall consist of the Committee-of-the-Whole and shall be responsible for the development of policy relating to administrative matters, including personnel, finance, civic buildings, and the annual budget.

5.2 Ad Hoc Committees shall be appointed as deemed necessary.

5.3 The City Council may meet as a Committee-of-the-Whole, or in study session, for any specific issue.

5.4 At the first meeting in January each year, the members of each Committee shall be appointed by the Mayor and confirmed by Council. The Mayor shall consult with Councilmembers with respect to their preferences prior to making the appointments. The Mayor and City Administrator shall be ex-officio members of all Committees, except the Committee-of-the-Whole. The City Administrator shall designate which staff members shall attend each Committee meeting. Staff members shall not have a vote.

5.5 (a) Each standing Committee should immediately after its appointment select their chairperson, determine the time, date, and frequency of its regular meetings and shall advise the Mayor, City Council, and staff of those times. The City Clerk shall

then issue the notices required by the Open Public Meetings Act. When establishing meeting times, Committees should keep in mind the time requirements of staff to prepare the minutes and recommendations of the Committee so that the City Clerk has them in hand in time for the preparation of the Council Committee agendas and not cause unnecessary delays in the decision making process.

(b) Actions and recommendations of all Committees shall be subject to the approval of the City Council. Copies of all Committee agendas and minutes shall be provided to the Mayor, Councilmembers, City Administrator, City Clerk, and appropriate City staff.

(c) Committees in their deliberations shall limit their discussions to matters of a policy nature, but they may discuss operational efficiencies in their area of responsibility. Any conclusions or recommendations shall be directed through the Department Head and City Administrator to the Mayor for consideration. Direction of staff and day-to-day operations are the responsibility of the Mayor and City Administrator and Council Committees and Councilmembers shall act accordingly.

(d) Each Committee may deal with all matters referred to it by the Mayor, City Council, or City Administrator and report back within a time period specified in the request.

(e) From time to time, issues are referred to Committees that are of an overlapping nature. The Committees and staff shall cooperate in the interfacing of situations like this and depending upon the importance of the issue it may even be necessary to hold joint Committee meetings and issue a joint report or recommendation to City Council. Any Committee or Department Head can ask to have a staff member from another department attend a Committee meeting for the provision of information. This should be arranged through the cooperation of the administrative staff. All departments shall ensure that the provision of information be handled as expeditiously as possible.

(f) Each standing Committee should continuously review City policies, regulations, ordinances, and resolutions that are relevant to the area of responsibility of their Committee. Any proposed change in policy shall be discussed with the appropriate Department Head, City Attorney, City Administrator, and/or Mayor to determine how it will affect the departments operation and how it may relate to existing ordinances, resolutions, regulations, State law, and other conditions prior to its presentation to the City Council.

(g) Each Committee shall tour the facilities of the department concerned as early as possible after the first Committee meeting each year so that the members may familiarize themselves and have firsthand knowledge of City operations to help them in their policy deliberations throughout the year.

(h) At the discretion of the Chair and Committee members, recommendations may come forward to Council in either a formal manner or simply a consensus of opinion of that Committee.

5.6 Any procedures not specifically covered in this section shall be in accordance with Section 1 General Rules, Section 2 Meetings, and Section 3 Rules of Order.

SECTION 6. LAPTOP USAGE POLICY:

6.1 Purpose: The City of Grandview recognizes that the use of digital communications has become necessary to conduct official business. This policy strives to ensure that the Mayor and Council Members are able to be issued a device which will enable them to utilize digital communications in a manner consistent with their role as an elected official and applicable law.

6.2 Ownership:

(a) One laptop computer and accessory package will be issued to the Mayor and each member of Council. Laptops issued under this policy will remain the property of the City of Grandview. The Mayor and members of Council will have no ownership, interest or right to title of the laptop.

(b) Each recipient issued a laptop is responsible for the security and care of that laptop, regardless of where the laptop is used.

(c) All laptops will be covered by a hardware warranty and supplemental support plan through the manufacturer or a third party.

(d) Upon vacating elected or appointed seat, each laptop recipient will ensure that their laptop is returned to the City Clerk. The City Council shall have the discretion to declare the laptop surplus and authorize its disposal or to direct the City Clerk to reimage the laptop and reissue the laptop to the next holder of that seat.

6.3 Passwords: Council Members granted access to the City's electronic mail (e-mail) system will be issued an initial identifying password. A Council Member must immediately notify the City Clerk of any changes to their identifying password. The City Clerk shall maintain a record of all current identifying passwords.

6.4 License Agreements: The City of Grandview is the sole licensee of the software included with the laptop. Any copying, modification, merging or distribution of the software by the recipient, including written documentation, is prohibited. The recipient is responsible for complying with any and all hardware, software and service provider licensing agreements, terms of use, and applicable state and federal copyright and other intellectual property protections. Violation of any such licenses, terms or laws shall constitute a violation of this policy.

6.5 Liability:

(a) Recipients are responsible for all material sent by and/or stored on the laptop issued to them which they will knowingly and intentionally send or store/install. Recipients accept responsibility for keeping their laptop free from all inappropriate or

dangerous files.

(b) The City of Grandview is not liable for any inappropriate material sent by and/or stored on laptops issued under this policy outside of the scope of use expected by a City official.

6.6 Email Usage:

(a) The recipient of a device under this policy agrees to conduct all email communications which are stored on this device through their assigned City of Grandview email account. All emails sent through the City's email system are archived and retained by the City in a manner consistent with the City's record retention policies.

(b) Syncing personal email accounts to the issued device, other than the recipient's assigned City email account, is prohibited.

6.7 Acceptable Use:

(a) The City of Grandview only authorizes use of its laptops in a manner that supports the recipient's role as an elected official of the City.

(b) The device may only be used for limited personal use that does not interfere with the ability of the device to be used for official intended purposes.

(c) Use of the laptop for any political use including, but not limited to campaigning, is expressly forbidden.

6.8 Privacy: All communications made via devices covered under this policy are subject to disclosure under the Public Records Act, Ch. 42.56 RCW, or for litigation purposes unless a privilege or exemption exists that justify withholding the records.

6.9 Installation of applications:

(a) The installation of applications or programs on laptops covered by this policy is subject to approval by the City Clerk.

(b) Modification of the laptop's operating systems to allow installation of applications not approved by the manufacturer is prohibited.

6.10 Care of the Device: Recipients are responsible for the general care of the device issued under this policy. The laptop must remain free of any writing, drawing, stickers, or labels that are not property of the City. Only a clean microfiber cloth, like what is used to clean eyewear, should be used when cleaning the screen.

6.11 Loss and Damage:

(a) Recipients of laptops under this policy are encouraged to keep the device safe and in good working order. If a user demonstrates extreme negligence with a device, or loses a replacement device within 18 months of being issued a replacement, then he or she shall be financially responsible for the cost of the replacement.

(b) Loss of or damage to a City of Grandview laptop and/or accessory must be reported immediately to City staff.

(c) Recipients must not modify, upgrade, or attempt to repair laptops and/or accessories issued under this policy without the express permission of the City of Grandview's contracted IT support personnel. All repairs must be made through the provided protection plan. Repairs not covered by the supplied protection plan which are determined to be caused by negligence, shall be covered by the recipient.

GRANDVIEW CITY COUNCIL

Off-site Equipment Receipt

I, _____, agree and understand that I have received the below listed equipment in good working order.

I acknowledge having received, read and understand the Grandview City Council Laptop Use Policy.

I agree that this equipment will be used solely for the conduct of City business, and in accordance with any and all Grandview City Council policies, and applicable laws.

I will return the equipment in good working order, with allowance for normal wear and tear.

I understand that I must provide an inventory of all City of Grandview provided equipment used off-site annually, and sign other equipment receipt for same.

Manufacturer	Model	Serial Number	Remarks

City Council Member Name (Please print)

City Council Member Signature

Date

SECTION 7. AMENDMENT-REPEAL: This manual may be amended, modified, or repealed by a vote of the majority of the full membership of the City Council.

END OF CITY COUNCIL PROCEDURES MANUAL



Yakima County Elections Division

Official Statement of Canvass

General Election – November 3, 2015



City of Grandview

**Mayor
4 year term** votes received

Norm Childress	391
Joan E. Souders	324

**Council, Position 6
4 year short/full term** votes received

Dennis K. McDonald	569
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**Council, Position 4
4 year short/full term** votes received

Betty Lynn Garza	174
Joe Jensen	79
Gaylord Brewer	195
Pat Bratton	65
Mary L. Barrett	175

**Council, Position 7
4 year term** votes received


Mike Everett	521
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**Council, Position 5
4 year term** votes received

Bill Moore	559
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I, CHARLES R. ROSS, Auditor, Yakima County, State of Washington, hereby certify that this is a full, true and correct reporting of the votes cast at the General Election held on Tuesday, November 3, 2015, as taken from the certified Abstract of Votes.

WITNESS my hand and official seal this 24th day of November, 2015.



CHARLES R. ROSS, County Auditor and
Ex-officio Supervisor of Elections
Yakima County, Washington

Anita Palacios

From: Mike Carpenter
Sent: Wednesday, December 16, 2015 7:34 AM
To: Frans Ebbelaar
Cc: Carolyn Vining; Cus Arteaga; Anita Palacios
Subject: Swim Team Championship Presentation @ Council Meeting

Good morning Frans,

We would like to invite you to the next City Council meeting to give a short presentation on Grandview hosting the Swim Team Championships in 2016. We are looking for something positive to set the tone for the upcoming year and we feel our City Council would appreciate this.

The meeting is scheduled for Tuesday, January 12th at 7 pm at City Hall. (207 West 2nd Street) Please let us know if you will be able to attend.

Thank you.

Mike Carpenter
Parks and Recreation Director
City of Grandview
Grandview, WA 98930
Phone: (509) 882-9219
Fax: (509) 882-3099
Visit our Website: [http:// www.grandview.wa.us](http://www.grandview.wa.us)

This message may contain confidential and/ or proprietary information and is intended for the person/ entity to whom it was originally addressed. Any use by others is strictly prohibited.

**GRANDVIEW CITY COUNCIL
REGULAR MEETING MINUTES
DECEMBER 8, 2015**

1. CALL TO ORDER

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

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

Staff present were: City Administrator/Public Works Director Cus Arteaga, City Attorney Quinn Plant, City Treasurer Matt Cordray, Library Director Elizabeth Jahnke and City Clerk Anita Palacios.

2. PLEDGE OF ALLEGIANCE

Library Director Jahnke led the pledge of allegiance.

3. PRESENTATIONS – None

4. PUBLIC COMMENT – None

5. CONSENT AGENDA

Councilmember Souders requested Resolution No. 2015-53 accepting the bid and authorizing the Daily Sun News as the Official City Newspaper for the year 2016 be removed from the Consent Agenda.

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

- A. Minutes of the November 24, 2015 regular meeting**
- B. Payroll Electronic Fund Transfers (EFT) Nos. 5476-5481 in the amount of \$119,681.65**
- C. Payroll Check Nos. 8495-8534 in the amount of \$34,734.40**
- D. Payroll Direct Deposit 11/16/15-11/30/15 in the amount of \$138,990.62**
- E. Claim Check Nos. 109405-109491 in the amount of \$569,725.78**
- F. Resolution No. 2015-54 authorizing the Mayor to sign all contract documents with Banlin Construction for the Museum renovation project**

6. ACTIVE AGENDA

- A. Ordinance No. 2015-20 adopting the budget and confirming tax levies for revenue to carry on the government for the fiscal year ending December 31, 2016**

On motion by Councilmember Moore, second by Councilmember Souders, Council approved Ordinance No. 2015-20 adopting the budget and confirming tax levies for revenue to carry on the government for the fiscal year ending December 31, 2016.

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

After staff monitoring and review of funds, the following budget accounts were identified for amendment. Ordinance No. 2015-21 provided for the amending of the 2015 Annual Budget to accommodate the changes in sources and uses. By Fund the highlights of the budget changes were:

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

On motion by Councilmember Mendoza, second by Councilmember Moore, Council approved Ordinance No. 2015-21 amending the 2015 Annual Budget.

C. Ordinance No. 2015-22 vacating Bonnieview Road right-of-way between Euclid Road and the Railroad right-of-way pursuant to Chapter 35.79 RCW and establishing and effective date

On motion by Councilmember Everett, second by Councilmember Souders, Council approved Ordinance No. 2015-22 vacating Bonnieview Road right-of-way between Euclid Road and the Railroad right-of-way pursuant to Chapter 35.79 RCW and establishing and effective date.

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

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

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

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

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

On motion by Councilmember Rodriguez, second by Councilmember Everett, Council approved Resolution No. 2015-55 authorizing the Mayor to sign the Technical Assistance Contract No. 010116GV with the Yakima Valley Conference of Governments.

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

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

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

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

Councilmember Souders expressed concern with the Daily Sun News being named as the legal newspaper for the City rather than the local newspaper, the Grandview Herald.

City Clerk Palacios noted that all the newspapers submitting bids met the requirements of the bid specifications with the Daily Sun News submitting the lowest responsible bid.

On motion by Councilmember Mendoza, second by Councilmember Rodriguez, Council approved Resolution No. 2015-53 accepting the bid and authorizing the Daily Sun News as the Official City Newspaper for the year 2016.

7. UNFINISHED AND NEW BUSINESS

A. Relocation of City Entrance Sign at Intersection of OIE/Elm

With the construction of the new gateway sign at the west entrance, City Administrator Arteaga recommended the former "Welcome to Grandview" redwood sign be relocated to the south City limits at the intersection of OIE and Elm. He requested Council's permission to research the possibility of relocating the sign to that location which was Yakima County right-of-way.

On motion by Councilmember Everett, second by Councilmember, Moore, Council directed the City Administrator to research the relocation of the City of Grandview entrance sign to the intersection of OIE and Elm.

B. December 22, 2015 Council Meeting Cancellation

On motion by Councilmember Moore, second by Councilmember Mendoza, Council approved cancelling the December 22, 2015 regular Council meeting due to a lack of agenda items.

8. CITY ADMINISTRATOR AND/OR STAFF REPORTS

YVCOG General Membership Meeting – The YVCOG General Membership meeting was scheduled for December 9th in Yakima. The program would include Yakima Basin Watershed Improvement Plan, LEAD - Law Enforcement Against Drugs, and adoption of the 2016 YVCOG budget.

9. MAYOR & COUNCILMEMBER MEETING REPORT

2016 Project Homeless Connect Service Event – Councilmember Souders attended the first planning meeting for the 2016 Project Homeless Connect Service Event hosted by the Homeless Network of Yakima County.

10. EXECUTIVE SESSION – None

11. ADJOURNMENT

The regular meeting adjourned at 7:40 p.m.

Mayor Norm Childress

Anita Palacios, City Clerk

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

ITEM TITLE

2016 City Board & Commission Appointments

AGENDA NO.: Consent 5 (F)

AGENDA DATE: January 12, 2016

FUNDING CERTIFICATION (City Treasurer)
(If applicable)

DEPARTMENT DIRECTOR REVIEW

CITY ADMINISTRATOR

MAYOR

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

None

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

The following appointments are being presented by the Mayor to Council for confirmation:

Position

Term

Beautification Commission – Gloria Schwisow

12/31/2021

Community Center Advisory Committee

- Middle School Representative – Bryce Delarosa
- High School Representative – Alondra Perez
- Senior Citizen Representative – Wanda Brewer
- American Legion/Auxiliary Representative – Nancy Davidson
- At-Large Representative – Dave Copeland
- At-Large Representative – Laura Massey
- City Council Representative – Joan Souders

12/31/2016

12/31/2016

12/31/2016

12/31/2016

12/31/2016

12/31/2016

12/31/2016

Planning Commission – Kathy Gonzalez

12/31/2020

Museum Board – Bill Browitt

12/31/2018

ACTION PROPOSED

Move that Council confirm the 2016 City Board and Commission appointments as recommended by the Mayor.

RESOLUTION NO. 2016-1

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
DECLARING CERTAIN PROPERTY AS SURPLUS AND AUTHORIZING
ITS SALE OR DISPOSITION**

WHEREAS, the City no longer has a need for certain personal property used in the conduct of City business or said property has outlived its useful life; and,

WHEREAS, the City Council has determined that said property is no longer needed,

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

The following list of personal property is hereby declared surplus and no longer needed for the conduct of City business:

- 1997 Ford Explorer, VIN #1FMDU34X3VUC99574, License #24146D (ER #377)
- Mosler Safe, Serial No. 95773 (PD)

BE IT FURTHER RESOLVED that staff is instructed to sell all items at public auction for the best available price or properly dispose of items that it is unable to sell.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on January 12, 2016.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

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

ITEM TITLE Resolution No. 2016-2 authorizing the Mayor to sign a Repayment Contract between the City of Grandview and FruitSmart, Inc.	AGENDA NO.: Consent 5 (H) AGENDA DATE: January 12, 2016
ORIGINATING SOURCE Public Works Department	FUNDING CERTIFICATION (City Treasurer) (If applicable)

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 December 8, 2015, Council approved Ordinance No. 2015-22 vacating Bonnieview Road right-of-way between Euclid Road and the Railroad right-of-way pursuant to Chapter 35.79 RCW and establishing and effective date.

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.

Ordinance No. 2015-22, Section 3 (3) provided "FruitSmart, Inc., and the City have executed an agreement memorializing repayment by FruitSmart, Inc., totaling \$64,000 over five years, of a portion the loan facilitating the SIED project." FruitSmart, Inc., has signed the Repayment Contract and Promissory Note, copies attached.

ACTION PROPOSED

Council approve Resolution No. 2016-2 authorizing the Mayor to sign a Repayment Contract between the City of Grandview and FruitSmart, Inc.

RESOLUTION NO. 2016-2

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN A REPAYMENT CONTRACT
BETWEEN THE CITY OF GRANDVIEW AND FRUITSMART, INC.**

WHEREAS, in late 2015 the City and FruitSmart, Inc., discussed an application by the City to the Yakima County Supporting Infrastructure and Economic Diversification (SIED) fund for funds to improve the Euclid/Wine Country Road intersection and the north side of Forsell Road from Wallace Way to Euclid Road; and

WHEREAS, in order to facilitate said application and project, FruitSmart, Inc., agreed to contribute \$64,000 over the course of five years towards the repayment of any loan funds secured from the SIED fund for the project; and

WHEREAS, the City thereafter submitted an application to Yakima County and secured \$414,600 in SIED funds for the completion of said infrastructure improvements, \$207,000 in the form of a loan, and \$207,300 in the form of a grant; and

WHEREAS, the above-described said project will enhance the municipal transportation infrastructure, facilitate business and is otherwise in the best interests of the residents and the City of Grandview, and

WHEREAS, the City and FruitSmart, Inc., desire to memorialize the terms of the agreement whereby FruitSmart, Inc., will make the above-described payments;

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

The Mayor is hereby authorized to sign a Repayment Agreement between the City of Grandview and FruitSmart, Inc., in the form as is attached hereto and incorporated herein by reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on January 12, 2016.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

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REPAYMENT CONTRACT
Between
City of Grandview & FruitSmart, Inc.

1. **Parties.** This repayment contract is made between the City of Grandview, herein referred to as the City, a Washington municipal corporation, whose address is 207 West Second Street, Grandview, Washington 98930, and FruitSmart, Inc., herein referred to as FruitSmart, a Washington corporation, whose address is 201 N. Euclid Road, Grandview, Washington 98930.
2. **Term.** This contract takes effect upon execution hereof by the authorized representative of both parties and continues in effect until all payments required under Section 5, Subsection 2 of this Contract have been made.
3. **Purpose.** The purpose of this contract is to implement the joint undertaking of the City and FruitSmart to facilitate the construction of certain infrastructure improvements using grant and loan funds obtained from Yakima County through the Supporting Infrastructure and Economic Diversification ("SIED") program. The project will provide improvements to the Euclid/Wine Country Road intersection by removing a section of the existing island at the intersection to accommodate the turning radius of large trucks heading northwest on Wine Country Road and turning south onto Euclid. The project will also widen the very narrow Forsell Road from Wallace Way to Euclid Road. The project will accommodate expansion of FruitSmart's facilities and improve site access to other commercial enterprises within the vicinity of the improvements.
4. **Recitals.** The parties make this contract based on and in recognition of certain relevant facts and circumstances, including:
 - A. The City engaged in discussions with FruitSmart about the possibility of applying for loan and grant funds through the SIED program for purposes of undertaking improvements in the vicinity of FruitSmart's operations in the City, hereinafter referred to as the Project.
 - B. FruitSmart agreed to contribute \$64,000 over a period of five (5) years for the purpose of repaying any loans secured through the SIED program for the Project.
 - C. In reliance on this promise, the City thereafter submitted an application to Yakima County seeking grant and loan funds through the SIED program for the Project.
 - D. The City's application was approved and \$414,600 in funds were secured from the SIED fund for the Project, \$207,300 in the form of a loan and \$207,300 in the form of a grant.
 - E. Under the terms of an agreement between the City and Yakima County, the City is obligated to repay the \$207,300 loan from Yakima County with interest at an annual per annum rate of 2.44 percent over a period of ten years, in annual installments commencing the first day of June 2016, and

terminating on or before the first day of June 2025.

F. In order to implement the partnership between the parties and undertake the Project, the parties desire to enter into this contract for annual payments by FruitSmart for repayment of the loan secured by the City from the SIED fund.

5. **Mutual Consideration.** Both parties affirm the consideration granted and received pursuant to this contract:

A. FruitSmart shall receive infrastructure improvements in the immediate vicinity of its business operations in the City of Grandview. Said improvements facilitate the expansion of FruitSmart's existing facilities and improve access to FruitSmart's facilities by its employees and customers.

B. The City of Grandview shall receive \$64,000 over a period of five (5) years towards repayment of the \$207,300 loan secured from the SIED program for the Project.

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

A. The City shall undertake the Project pursuant to and in a manner consistent with its application to Yakima County and as approved by Yakima County.

B. FruitSmart shall tender to the City funds totaling \$64,000 to be directed towards repayment of the loan secured by the City from Yakima County for the Project. Said payments shall be in annual installments of no less than twelve thousand eight hundred dollars and 00/hundredths (\$12,800.00). The first annual installment shall be due on or before January 31, 2016, and subsequent annual installments shall be due on or before the last day of January each year. Payment shall be by check payable to City of Grandview and delivered to City of Grandview Treasurer, 207 West Second Street, Grandview, Washington 98930.

7. **Security.** This Contract is secured by a promissory note of even date.

8. **Hold Harmless and Indemnity.** The City shall indemnify and hold harmless FruitSmart, its officers, agents, and employees, from all liability, loss or damage, including costs of defense they may suffer as a result of claims, demands, actions, costs, or judgment which result from the activities to be performed by the City, its agents, employees or subcontractors during construction of the Project.

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

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

9. **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: City Administrator
207 West Second Street
Grandview, WA 98930

TO FRUITSMART: Terry Chambers, President-GM
201 N. Euclid Road
Grandview, Washington 98930.

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

11. **Attorneys Fees.** In the event of any action to enforce rights under this contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorneys fees, incurred in connection with such action.

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

City of Grandview

By: _____
Mayor Norm Childress

ATTEST:

By: _____
Anita Palacios, City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

Date: _____

FruitSmart, Inc.

By: _____
Terry Chambers, President-GM

Date: 12-16-15

PROMISSORY NOTE

\$64,000

December 6, 2015, Yakima, Washington

For Value Received, the undersigned promises to pay to the order of the CITY OF GRANDVIEW the sum of SIXTY-FOUR THOUSAND AND NO/HUNDREDTHS DOLLARS (\$64,000) in lawful money of the United States of America, under the following terms:

\$12,800.00 shall be paid on or before January 31, 2016, and the same amount shall be paid on or before the last day of each and every January thereafter until the balance of this note, plus all interest which has accrued thereon, has been fully paid; and in any event the balance of this note plus all interest shall be paid in full by January 31, 2020.

If any installment of principal or interest is not paid when due, thereupon at the option of the holder hereof, the entire unpaid balance of principal shall become immediately due and payable. The principal shall thereafter bear interest at the above rate; or if no rate is set forth above, then at the maximum rate allowed by the laws of the State of Washington but not to exceed Eighteen Percent (12%) per annum. For value received, each and every party signing or endorsing this note waives presentment, demand, protest, and notice of nonpayment thereof and binds himself as a principal, not as a surety. The undersigned promise and agree that if this note is collected by an attorney after maturity and before the commencement of suit, Twelve Percent (12%) of the sum due and unpaid shall be added and paid as attorneys' fees for such collection; and in case suit or action is instituted to collect this note or any portion thereof, the undersigned further promise and agree to pay such sum as the court may adjudge reasonable as attorneys' fees in such suit or action. At the option of the holder hereof, the venue of any suit hereon may be laid in Yakima County, Washington.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

FRUITSMART, INC.

By: 

TERRY CHAMBERS, President - GM

Address: 201 N. Euclid Street
Grandview, WA 98930

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

ITEM TITLE Resolution No. 2016-3 authorizing the Mayor to sign the Washington State Transportation Improvement Board Consultant Agreement with HLA Engineering and Land Surveying, Inc., for the Wine Country Road Improvements from Ash Street to Fir Street	AGENDA NO. Active 6 (A) AGENDA DATE: January 12, 2016
ORIGINATING SOURCE Public Works Department	FUNDING CERTIFICATION (City Treasurer) (If applicable)

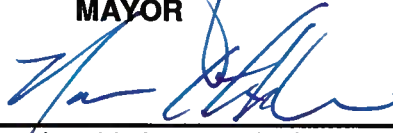
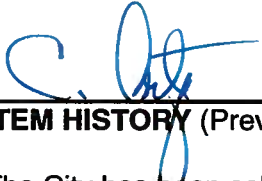
DEPARTMENT HEAD REVIEW

Cus Arteaga, City Administrator/Public Works Director



CITY ADMINISTRATOR

MAYOR



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

The City has been selected by the Washington State Transportation Improvement Board to receive Arterial Preservation Program funding in the amount of \$406,341 for the Wine Country Road improvements from Ash Street to Fir Street.

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

On December 8, 2015, Council approved Resolution No. 2015-56 authorizing the Mayor to sign the Washington State Transportation Improvement Board (TIB) Fuel Tax Grant Agreement for the FY 2017 Arterial Preservation Project 3-E-183(004)-1 Wine Country Road from Ash Street to Fir Street.

Resolution No. 2016-3 is the TIB Consultant Agreement with HLA Engineering and Land Surveying, Inc., for construction services in the amount of \$42,660.00.

ACTION PROPOSED

Council approve Resolution No. 2016-3 authorizing the Mayor to sign the Washington State Transportation Improvement Board Consultant Agreement with HLA Engineering and Land Surveying, Inc., for the Wine Country Road Improvements from Ash Street to Fir Street.

RESOLUTION NO. 2016-3

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN THE WASHINGTON STATE
TRANSPORTATION IMPROVEMENT BOARD CONSULTANT AGREEMENT WITH
HLA ENGINEERING AND LAND SURVEYING, INC., FOR THE WINE COUNTRY
ROAD IMPROVEMENTS FROM ASH STREET TO FIR STREET**

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

WHEREAS, the City has selected HLA Engineering and Land Surveying, Inc., to provide professional engineering services for design, plans and specifications for said improvement project,

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

The Mayor is hereby authorized to sign the Washington State Transportation Improvement Board Consultant Agreement with HLA Engineering and Land Surveying, Inc., for the FY 2017 Arterial Preservation Project 3-E-183(004)-1 to include Wine Country Road improvements from Ash Street and Fir Street in the form as is attached hereto and incorporated herein by reference in the amount of \$42,660.00.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on January 12, 2016.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



Transportation Improvement Board (TIB) Consultant Agreement

TIB PROJECT NUMBER 3-E-183(004)-1		PROJECT PHASE (check one) <input checked="" type="checkbox"/> Design <input type="checkbox"/> Construction	
PROJECT TITLE & WORK DESCRIPTION Wine Country Road from Ash Street to Fir Street Grind and overlay Wine Country Road from Ash Street to Fir Street, approximately 2,900 feet, including new asphalt, and construction of ADA compliant curb ramps.			
CONSULTANT NAME & ADDRESS HLA Engineering and Land Surveying, Inc. 2803 River Road, Yakima, WA 98902			
AGREEMENT TYPE (check one)			
<input checked="" type="checkbox"/> LUMP SUM \$42,660 <input type="checkbox"/> COST PLUS FIXED FEE <div style="text-align: right;">OVERHEAD PROGRESS PAYMENT RATE _____ %</div> <div style="text-align: right;">OVERHEAD COST METHOD</div> <div style="text-align: right;"> <input type="checkbox"/> Actual Cost <input type="checkbox"/> Actual Cost Not To Exceed _____ % <input type="checkbox"/> Fixed Rate _____ % </div> <div style="text-align: right;">FIXED FEE \$ _____</div> <input type="checkbox"/> SPECIFIC RATES OF PAY <div style="text-align: right;"> <input type="checkbox"/> Negotiated Hourly Rate <input type="checkbox"/> Provisional Hourly Rate </div> <input type="checkbox"/> COST PER UNIT WORK			
DBE PARTICIPATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ %		WBE PARTICIPATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ %	
COMPLETION DATE 12/31/2016		MAXIMUM AMOUNT PAYABLE \$42,660	

THIS AGREEMENT, made and entered into this 12th day of January, 2016, between the City of Grandview, Washington, hereinafter called the AGENCY, and the above organization hereinafter called the CONSULTANT. The Transportation Improvement Board hereinafter called the TIB, administers the following accounts: Urban Arterial Trust Account funds, Transportation Improvement Account funds, Small City Account funds, and City Hardship Assistance Account funds.

WITNESSETH THAT:

WHEREAS, the AGENCY desires to accomplish the above referenced project, with the aid of TIB funds in conformance with the rules and regulations promulgated by the TIB; and

WHEREAS, the AGENCY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting services to the AGENCY,

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I GENERAL DESCRIPTION OF WORK

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

II SCOPE OF WORK

The Scope of Work and project level of effort for this project is detailed in Exhibit B attached hereto, and by this reference made a part of this AGREEMENT.

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III GENERAL REQUIREMENTS

All aspects of coordination of the work of this AGREEMENT, with outside agencies, groups or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups or individuals shall be coordinated through the AGENCY.

The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY or such Federal, Community, State, City or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum number of hours or days notice required shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit B attached hereto and made part of this AGREEMENT. The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, that will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated. Goals for Disadvantaged Business Enterprises (DBE), Minority Business Enterprises (MBE), and Women-owned Business Enterprises (WBE) if required shall be shown in the heading of this Agreement.

The original copies of all reports, PS&E, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All designs, drawings, specifications, documents, and other work products prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for the PROJECT and are property of the AGENCY. Reuse by the AGENCY or by others acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability of legal exposure to the CONSULTANT.

IV TIME FOR BEGINNING AND COMPLETION

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY, in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD or governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the AGENCY is required to extend the established completion time.

V PAYMENT

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit C attached hereto, and by this reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, Scope of Work.

VI SUBCONTRACTING

The AGENCY permits subcontracts for those items of work as shown in Exhibit G to this Agreement. Compensation for this subconsultant work shall be based on the cost factors shown on Exhibit G, attached hereto and by this reference made a part of this AGREEMENT.

The work of the subconsultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the subconsultant shall be substantiated in the same manner as outlined in Section V. All subcontracts exceeding \$10,000 in cost shall contain all applicable provisions of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and subcontractor, any contract or any other relationship.

VII EMPLOYMENT

The CONSULTANT warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability, or in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may or might arise under any Worker's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full or part time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

VIII NONDISCRIMINATION

The CONSULTANT agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, marital status, sex, age or handicap except for a bona fide occupational qualification with regard to, but not limited to the following: employment upgrading, demotion or transfer, recruitment or any recruitment advertising, layoffs or terminations, rates of pay or other forms of compensation, selection for training, rendition of services. The CONSULTANT understands and agrees that if it violates this provision, this AGREEMENT may be terminated by the AGENCY and further that the CONSULTANT shall be barred from performing any services for the AGENCY now or in the future unless a showing is made satisfactory to the AGENCY that discriminatory practices have terminated and that recurrence of such action is unlikely.

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

- A. **COMPLIANCE WITH REGULATIONS:** The CONSULTANT shall comply with the Regulations relative to nondiscrimination in the same manner as in





Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this AGREEMENT.

- B. **NONDISCRIMINATION:** The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, creed, color, sex, age, marital status, national origin or handicap except for a bona fide occupational qualification in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix II of the Regulations.
- C. **SOLICITATIONS FOR SUBCONSULTANTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the Regulations relative to nondiscrimination on the grounds of race, creed, color, sex, age, marital status, national origin and handicap.
- D. **INFORMATION AND REPORTS:** The CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY or TIB to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the AGENCY, or the TIB as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. **SANCTIONS FOR NONCOMPLIANCE:** In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this AGREEMENT, the AGENCY shall impose such sanctions as it or the Transportation Improvement Board may determine to be appropriate, including, but not limited to:
 - 1. Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or
 - 2. Cancellation, termination or suspension of the AGREEMENT, in whole or in part.
- F. **INCORPORATION OF PROVISIONS:** The CONSULTANT shall include the provisions of paragraphs (A) through (G) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subconsultant or procurement as the AGENCY or the Transportation Improvement Board may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY to enter into such litigation to protect the interests of the AGENCY, and in addition, the CONSULTANT may request the TIB to enter into such litigation to protect the interests of the TIB.
- G. **UNFAIR EMPLOYMENT PRACTICES:** The CONSULTANT shall comply with RCW 49.60.180 prohibiting unfair employment practices and the

Executive Orders numbered E.O.70-01 and E.O.66-03 of the Governor of the State of Washington.

IX TERMINATION OF AGREEMENT

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit F for the type of AGREEMENT used.

No payment shall be made for any work completed after ten days following receipt by the CONSULTANT of the Notice of Termination. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

In the event the services of the CONSULTANT are terminated by the AGENCY for fault on the part of the CONSULTANT, the above formula for payment shall not apply. In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination; the cost to the AGENCY of employing another firm to complete the work required and the time which maybe required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made using the formula set forth in the previous paragraph.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without it or its employees fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY in accordance with the provision of this AGREEMENT.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the project, or, dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. The subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY's concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

In the event this AGREEMENT is terminated prior to completion, the original copies of all reports and other data, PS&E materials furnished to the CONSULTANT by the AGENCY and documents prepared by the CONSULTANT prior to said termination, shall become and remain the property of the AGENCY and may be used by it without restriction. Such unrestricted use, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

Payment for any part of the work by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT





for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X CHANGES OF WORK

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

XI DISPUTES

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT, provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to the scope of judicial review provided under Washington Case Law.

XII VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior Court of the State of Washington, situated in the county the AGENCY is located in. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county the AGENCY is located in.

XIII LEGAL RELATIONS AND INSURANCE

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accord with the laws of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE of Washington, and their officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT's negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY and the STATE against and hold harmless the AGENCY and the STATE from claims, demands or suits based solely upon the conduct of the AGENCY and the STATE, their agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT's agents or employees and (b) the AGENCY and the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the AGENCY and the STATE of defending such claims and suits, etc. shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents or employees.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The CONSULTANT recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.

Unless otherwise specified in the AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of an acceptable, supplemental agreement, the CONSULTANT shall provide on-call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48.

Insurance Coverage

A. Worker's compensation and employer's liability insurance as required by the STATE.

B. General commercial liability insurance in an amount not less than a single limit of one million and 00/100 Dollars (\$1,000,000.00) for bodily injury, including death and property damage per occurrence.

Excepting the Worker's Compensation insurance and any professional liability insurance secured by the CONSULTANT, the AGENCY will be named on all certificates of insurance as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within 14 days of the execution of this AGREEMENT to the AGENCY. No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million dollars, whichever is the greater unless modified by Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The AGENCY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY and the STATE may take such other action as is available to them under other provisions of this AGREEMENT, or otherwise in law.

XIV EXTRA WORK

A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.



- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.
- C. The CONSULTANT must submit any proposal for adjustment (hereafter referred to as proposal) under this clause within 30 days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a proposal submitted before final payment of the AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the disputes clause. However nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and condition of paragraphs (a) and (b) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

**XV
 ENDORSEMENT OF PLANS**

The CONSULTANT shall place his endorsement on all plans, estimates or any other engineering data furnished by him.

**XVI
 TIB AND AGENCY REVIEW**

The AGENCY and TIB shall have the right to participate in the review or examination of the work in progress.

**XVII
 CERTIFICATION OF THE
 CONSULTANT AND THE AGENCY**

Attached hereto as Exhibit A-1, are the Certifications of the Consultant and the Agency.

**XVIII
 COMPLETE AGREEMENT**

This document and referenced attachments contains all covenants, stipulations and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

**XIX
 EXECUTION AND ACCEPTANCE**

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting materials submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

In witness whereof the parties hereto have executed this AGREEMENT as of the day and year first above written.

By



By

Consultant

HLA Engineering and Land Surveying, Inc.

City of

Grandview



EXHIBIT A-1 Certification of Consultant

Project No. 3-E-183(004)-1	City of Grandview
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I hereby certify that I am Michael T. Battle, PE a duly authorized representative of the firm of HLA Engineering and Land Surveying, Inc. whose address is 2803 River Road, Yakima, WA 98902 and that neither I nor the above firm I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this contract.
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of a firm or person in connection with carrying out the contract.
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation or consideration of any kind for, or in connection with procuring or carrying out the contract; except as here expressly stated (if any):

I further certify that the firm I hereby represent is authorized to do business in the State of Washington and that the firm is in full compliance with requirements of the Board of Professional Registration.

I acknowledge that this certificate is to be available to the Transportation Improvement Board (TIB), in connection with this contract involving participation of TIB funds and is subject to applicable State and Federal laws, both criminal and civil.

12/15/15
Date

Richard T. Battle
Signature

Certification of Agency Official

I hereby certify that I am the AGENCY Official of the City of Grandview, Washington and that the above consulting firm or his/her representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

- (a) Employ or retain, or agree to employ or retain, any firm or person, or
- (b) Pay or agree to pay to any firm, person or organization, any fee, contribution, donation or consideration of any kind, except as here expressly stated (if any).

I acknowledge that this certificate is to be available to the TIB, in connection with this contract involving participation of TIB funds and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature



EXHIBIT B-1 Scope of Work

Project No. **3-E-183(004)-1**

Describe the Scope of Work

Perform field investigation and limited topographic survey, as needed; prepare design plans, specifications and estimate for review by the City and funding agency; provide contract documents for bid opening; advertise project for bids (paid for by the City); answer bid questions; prepare and issue addenda; attend bid opening, review and tabulate bids; make recommendation of award.

Documents to be Furnished by the Consultant

Required documents for funding agency; preliminary and final plans and specifications; thirty (30) copies of project contract documents for bidding; Engineer's estimate and bid opening tabulation summary; recommendation of award letter; and notice of award letter to the lowest responsible bidder.

40



EXHIBIT C-1

Payment

(Lump Sum)

A. Lump Sum Agreement

Payment for all consulting services for this project shall be on the basis of a lump sum amount as shown in the heading of this AGREEMENT.

The maximum amount payable, by the AGENCY to the CONSULTANT under this AGREEMENT, shall not exceed the amount shown in the heading of this AGREEMENT as maximum amount payable unless a supplemental agreement has been negotiated and executed by the AGENCY prior to incurring any costs in excess of the maximum amount payable.

B. Monthly Progress Payments

Partial payments may be made upon request of the CONSULTANT to cover the percentage of work completed and are not to be more frequent than one (1) per month.

C. Final Payment

Final payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT contingent upon receipt of all PS&E, plans, maps notes, reports, and other related documents which are required to be furnished under the AGREEMENT. Acceptance of such final payment by the CONSULTANT shall constitute a release of all claims for payment which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said final payment shall not, however, be a bar to any claims the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

D. Inspection of Cost Records

The CONSULTANT and his/her subconsultants shall keep available for inspection by representatives of the AGENCY and/or the TIB for a period of three years after final payment the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim, or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three-year period, the cost records and accounts shall be retained until such litigation, claim or audit involving the records is completed.





EXHIBIT D-1
Consultant Fee Determination Summary Sheet
(Lump Sum, Cost Plus Fixed Fee, Cost per Unit of Work)

Prepared by HLA Engineering and Land Surveying, Inc.					Date 12/10/2015
Project Wine Country Road Grind and Overlay					
Direct Salary Cost (DSC)					
Classification	Man Hours		Rate		Cost
Licensed Principal Engineer	30	x	64.00	=	\$1,920.00
Licensed Professional Engineer	145	x	36.00	=	\$5,220.00
Licensed Surveyor	30	x	33.00	=	\$990.00
Surveyor	120	x	31.60	=	\$3,792.00
CAD Technician	123	x	25.00	=	\$3,075.00
Word Processing Technician	50	x	23.00	=	\$1,150.00
		x		=	
TOTAL DSC					\$16,147.00
OVERHEAD (OH Cost including Salary Additives)					
OH Rate x DSC or 129.21% x \$16,147.00					\$20,863.54
FIXED FEE (FF)					
FF Rate x DSC or 35% x \$16,147.00					\$5,651.45
REIMBURSABLES					
Itemized					\$0
SUBCONSULTANT COST (See Exhibit G)					\$0
GRAND TOTAL					\$42,661.99



EXHIBIT E-1
Breakdown of Overhead Cost

HLA Engineering and Land Surveying, Inc.
City of Grandview
Wine Country Road Grind and Overlay
Engineering Design Service

-See Attachment-
-OH 129.21%-

Exhibit E-1

HLA Engineering and Land Surveying, Inc.
Statement of Direct Labor, Fringe Benefits, and General Overhead
For the Year Ended December 31, 2014

Description	% of Direct Labor
Direct Labor	
INDIRECT COSTS	
Fringe Benefits	
Vacation, Sick and Holiday	9.05%
Incentive Compensation	27.83%
Retirement Plans	12.99%
Employee Group Insurance	13.89%
Payroll Taxes	12.18%
Other Employee Benefits	0.85%
Total Fringe Benefits	76.80%
General Overhead	
Indirect Labor	20.02%
Accounting Fees	1.19%
Automobile	1.82%
Bank charges and processing fees	0.00%
Computer hardware/software	1.24%
Depreciation and Amortization	5.33%
Dues and Professional Licenses	0.44%
Insurance	3.71%
Leased Equipment	0.39%
Meals Expense	0.10%
Office Supplies and Postage	2.68%
Printing and Reproduction	0.05%
Professional Services	1.55%
Rent and Utilities	4.58%
Repairs and Maintenance	2.08%
Seminars and Prof Education	0.68%
Supplies	0.78%
Taxes and Licenses	7.18%
Telecommunications	1.39%
Travel	0.34%
Direct Costs Recovery	-3.48%
Total General Overhead	52.09%
Total Indirect Costs	128.88%
Facilities Capital Cost of Money (FCCM)	0.33%
Indirect Cost Rate	129.21%



EXHIBIT F-1
Payment Upon Termination of Agreement
by the Agency Other than for Fault of the Consultant
(Refer to Agreement, Section IX)

Lump Sum Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Cost Plus Fixed Fee Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Specific Rates of Pay Contracts

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus and direct nonsalary costs incurred at the time of termination of this AGREEMENT.

Cost Per Unit of Work Contracts

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.



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

ITEM TITLE Resolution No. 2016-4 approving Task Order No. 2016-01 with HLA Engineering and Land Surveying, Inc., for the Euclid/Wine Country Road Intersection and Forsell Half Street improvements	AGENDA NO.: Active 6 (B) AGENDA DATE: January 12, 2016
ORIGINATING SOURCE Public Works Department	FUNDING CERTIFICATION (City Treasurer) (If applicable)

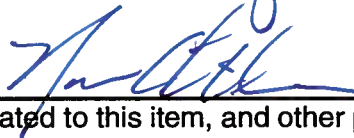
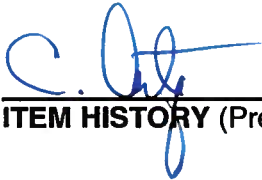
DEPARTMENT HEAD REVIEW

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.

The City received funding from the Yakima County Supporting Investments in Economic Diversification (SIED) fund in the form of \$207,300 grant and \$207,300 loan. Funding is in support of the Euclid/Wine Country Road Intersection and Forsell Half Street improvements necessary to improve turning radius of large trucks heading northwest on Wine Country Road and turning south onto Euclid Road. This project will also widen the south side of Forsell Road from Wallace Way to Euclid Road. Engineering design work is anticipated to begin as soon as the City executes an agreement with Yakima County for funding with construction anticipated to begin in the summer of 2016.

Attached is Task Order No. 2016-01 with HLA Engineering and Land Surveying, Inc., to provide engineering design and construction services for the Euclid/Wine Country Road Intersection and Forsell Half Street improvements in the amount of \$119,600.00.

ACTION PROPOSED

Approve Resolution No. 2016-4 approving Task Order No. 2016-01 with HLA Engineering and Land Surveying, Inc., for the Euclid/Wine Country Road Intersection and Forsell Half Street improvements.



RESOLUTION NO. 2016-4

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
APPROVING TASK ORDER NO. 2016-01 WITH HLA ENGINEERING AND LAND
SURVEYING, INC., FOR THE EUCLID/WINE COUNTRY ROAD INTERSECTION AND
FORSELL HALF STREET IMPROVEMENTS**

WHEREAS, the City of Grandview has entered into a General Services Agreement with HLA Engineering and Land Surveying, Inc., for work pursuant to task orders; and,

WHEREAS, the City received funding from the Yakima County Supporting Investments in Economic Diversification (SIED) fund in support of the Euclid/Wine Country Road Intersection and Forsell Half Street improvements; and,

WHEREAS, Task Order No. 2016-01 with HLA provides for completion of plans, specifications, opinion of cost, bidding services and 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. 2016-01 in the total amount of \$119,600.00 with HLA Engineering and Land Surveying, Inc., for the Euclid/Wine Country Road Intersection and Forsell Half Street improvements in the form as is attached hereto and incorporated herein by reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on January 12, 2016.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

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TASK ORDER NO. 2016-01

REGARDING GENERAL AGREEMENT BETWEEN CITY OF GRANDVIEW

AND

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

PROJECT DESCRIPTION:

Euclid/Wine Country Road Intersection and Forsell Half Street Improvements

The City of Grandview (CITY) has received funding from the Yakima County Supporting Investments in Economic Diversification (SIED) fund in the form of \$207,300 grant and \$207,300 loan. Funding is in support of the Euclid/Wine Country Road Intersection and Forsell Half Street Improvements necessary to improve turning radius of large trucks heading northwest on Wine Country Road and turning south onto Euclid Road. This project will also widen the south side of Forsell Road from Wallace Way to Euclid Road.

Engineering design work is anticipated to begin as soon as the CITY executes an agreement with Yakima County for funding with construction anticipated to begin in the summer of 2016.

SCOPE OF SERVICES:

HLA shall provide a comprehensive civil engineering construction document package (plans, specifications, and estimate) to consist of removing a section of existing island at the intersection of Euclid and Wine Country Road and roadway widening the south side of Forsell Road from Wallace Way to Euclid Road; provide advertising and bidding services, make recommendation of contract award to the lowest responsible bidder, and provide engineering services during construction.

HLA shall provide the following services:

Plans, Specifications, Opinion of Cost, and Bidding Services

1. Call for utility locates prior to survey and perform topographic survey of the project area.
2. Prepare site topographic survey in AutoCAD format showing field located improvements and utilities.
3. Attend one (1) design meeting with the CITY to obtain input regarding existing and proposed improvements.
4. Determine preliminary stormwater flows and quantities from the new road surface. Consider stormwater treatment and disposal options to meet local CITY requirements. Anticipated stormwater practices include a water quality treatment device and a subsurface infiltration system.
5. Assist with preparation of the project SEPA Checklist for action by the CITY. All fees to be paid by the CITY.
6. Prepare complete plan set including roadway plan and profile sheets with construction notes, and plan details.
7. Prepare final construction document level construction estimate.
8. Prepare final project specifications.

9. Submit final documents to the CITY for review and approval.
10. Transmit plans to dry utility companies including power, cable, natural gas, and telephone to advise them of impending construction.
11. Incorporate CITY review comments, and provide final construction documents for bidding approval.
12. Prepare advertisement for bids and transmit to newspapers as selected by the CITY (may include Paper of Record, Yakima Herald-Republic, Tri-City Herald, Wenatchee World, and/or Seattle Daily Journal of Commerce). Advertising fees to be paid by the CITY.
13. Provide contract documents to potential bidders, as requested, and maintain plan holders list.
14. Prepare up to two (2) addenda to contract documents.
15. Answer questions during bidding from prospective bidders.
16. Attend project bid opening, check and tabulate bids, and make recommendation of award to lowest responsible bidder.

Construction Services

1. Following award of the Contract by the CITY, prepare Notice Award to the Contractor.
2. Assist in reviewing bond and insurance, and prepare contracts.
3. Coordinate and conduct preconstruction conference, followed by issuance of Notice to Proceed.
4. Furnish the field survey crew necessary to set horizontal and vertical control for the improvements authorized for construction.
5. Provide staking for roadway construction including structures, curb and gutter, and subgrade elevations.
6. Provide submittal review for project materials as provided by the Contractor per the project specifications.
7. Attend construction meetings associated with civil improvements, anticipated once per week during the duration of the improvements.
8. Furnish a qualified resident engineer who shall make construction observations and be on the job at all times significant work is in progress, whose sole duty shall be to provide surveillance of project construction for substantial compliance with plans and specifications (estimated 30 working day construction contract).
9. Prepare progress reports on the project construction for the days during which a resident engineer is present.
10. Recommend progress payments for the Contractor to the CITY.
11. Prepare and submit proposed contract change orders when applicable.
12. Conduct final inspection and prepare list of items to be corrected, and provide to the CITY.
13. Prepare record drawings of civil-related improvements based on the Contractor's as-built plans.

TIME OF PERFORMANCE:

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


1. Completion of Plans, Specifications, Opinion of Cost, and Bidding Services within sixty (60) working days following authorization to proceed.
2. It is estimated construction of improvements will be completed within 30 working days following the notice to proceed.

FEE FOR SERVICE:

All work for Plans, Specifications, Opinion of Cost, and Bidding Services shall be performed for the Lump Sum fee of \$59,800.00.

Engineering Services during Construction shall be completed on an hourly basis, at normal hourly billing rates, for the estimated maximum fee of \$59,800.00.

Proposed:



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

12/15/2015

Date

Approved:

City of Grandview
Norm Childress, Mayor

Date



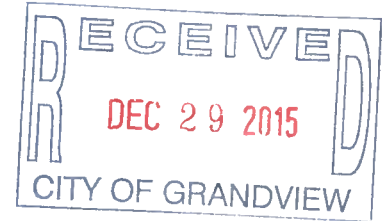
YAKIMA VALLEY CONFERENCE OF GOVERNMENTS

311 North 4th Street, Suite 202 • Yakima, Washington 98901

509-574-1550 • FAX 574-1551

website: www.yvcog.org

December 18, 2015



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

SUBJECT: Amendment to YVCOG Articles of Association - Article VIII

Dear Mayor Childress:

We are writing you today to inform you that an amendment to Article VIII of YVCOG's articles of association was reviewed and passed by the voting members at the December 9, 2015 General Membership meeting at the Hilton Garden Inn in Yakima, WA. With this approval, per YVCOG's amendment process, the amendment is being forwarded to each member jurisdiction for your respective council's/commission's approval. Please review, approve, and send us your resolution stating that it has been adopted. A majority of approvals from our member councils and commissions ratifies the amendment.

Proposed Amended ARTICLE VIII

Our articles of association (Article VIII) need to be modified to reflect that after December 31st, Yakima County will no longer act as the fiscal agent for the Conference. The suggested change is shown below in strikethrough.

ARTICLE VIII

Finances

The sources of funding for operation of the Conference shall be the following:

- (a) Annual assessment to member agencies.
- (b) Contracted fees.
- (c) Grants, donations, or other sources.

The Executive Committee shall annually, prior to October 1, prepare a recommended balanced budget for the ensuing calendar year in the form provided for County budgets. The budget shall include income from recommended assessment of member agencies, anticipated contract fees, grants, donations and other sources.

The budget shall be submitted to each representative of the member jurisdictions within seven days of the Executive Committee's action for the purpose of preliminary review.

MEMBER JURISDICTIONS

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

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YAKIMA VALLEY CONFERENCE OF GOVERNMENTS

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At the October General Membership meeting a balanced budget will be adopted, by Resolution, by the Conference and recommended back to the member jurisdictions within seven days. After reviewing the work program and the assessments, each member jurisdiction shall notify the Conference in writing by December 31 of their intent to continue participation in the Conference at the specified assessment or to terminate their participation.

~~Yakima County, through its Auditor and Treasurer, shall act as the fiscal agent for the Conference. All funds shall be deposited with the Treasurer and disbursed by warrants issued by the Auditor pursuant to vouchers approved by the Conference.~~ The financial operation of the Conference shall be subject to all applicable State statutes governing budgeting and auditing procedures.

Yakima Valley Conference of Governments looks forward to continuing our strong partnership and collaboration with you in the New Year. Please contact us if we can be of any assistance at any time.

Sincerely,

Lauris (Larry) C. Mattson
Executive Director

LCM:jlh

Enclosure

cc: Cus Arteaga, City Administrator

MEMBER JURISDICTIONS

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

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RESOLUTION 2016-5

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
APPROVING THE AMENDMENT TO ARTICLE VIII OF THE YAKIMA VALLEY
CONFERENCE OF GOVERNMENTS ARTICLES OF ASSOCIATION**

WHEREAS, the Yakima Valley Conference of Governments (YVCOG) is a municipal jurisdiction established under RCW Section 36.70.060 and Section 36.64.080, and required by law to establish a balanced budget each year; and,

WHEREAS, the City of Grandview is a member jurisdiction of the Yakima Valley Conference of Governments; and,

WHEREAS, at a General Membership meeting on December 9, 2015, the voting members recommended that an amendment be made to Article VIII of YVCOG's Articles of Association reflecting that Yakima County shall no longer act as the fiscal agent for YVCOG; and

WHEREAS, pursuant to Article XI of YVCOG's Articles of Association, an amendment recommended by the voting members will be forwarded to the legislative body of each member jurisdiction for approval, with approval by two-thirds of the member jurisdictions being sufficient to ratify the recommended amendment to YVCOG's Articles of Association; and

WHEREAS, the City Council of the City of Grandview finds and determines that approving the recommended amendment to Article VIII of YVCOG's Articles of Association is in the best interest of the residents and City of Grandview.

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

The City Council of the City of Grandview hereby approves the recommendation of the voting members of YVCOG that Article VIII of the Yakima Valley Conference of Governments Articles of Association be amended to remove the following passage: "Yakima County, through its Auditor and Treasurer, shall act as the fiscal agent for the Conference."

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on January 12, 2016.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

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