

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

ITEM TITLE

Resolution No. 2016-14 declaring certain Fire Department vehicles as surplus and authorizing disposal of the surplus vehicles by public auction, sale or trade

AGENDA NO.: Active 6 (A)

AGENDA DATE: March 8, 2016

VISION 2023 – Growing Small Town

MISSION – Providing cost effective municipal services

FUNDING CERTIFICATION (City Treasurer)
(If applicable)

DEPARTMENT DIRECTOR REVIEW

Pat Mason, Fire Chief

Pat Mason

CITY ADMINISTRATOR

MAYOR

C. O'Neil

Tom Welch

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

The Fire Department has four command vehicles. Three of these are assigned to personnel for response to emergency responses and are in the Equipment Rental Fund. The fourth vehicle is the oldest vehicle in the rotation. It is used as a reserve vehicle and is funded out of the general fund. In 2015, one of the vehicles in the Equipment Rental Fund was replaced so we currently have five command vehicles.

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 Fire Department currently has one 1997 Ford Explorer, Vehicle 120, in its fleet that has outlived its useful life and is no longer needed. Through the Equipment Rental Fund and the vehicle rotation process, this vehicle is no longer needed to conduct City business.

ACTION PROPOSED

Approve Resolution No. 2016-14 declaring certain Fire Department vehicles as surplus and authorizing disposal of the surplus vehicles by public auction, sale or trade.

RESOLUTION NO. 2016-14

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
DECLARING CERTAIN FIRE DEPARTMENT VEHICLES AS SURPLUS AND
AUTHORIZING DISPOSAL OF THE SURPLUS VEHICLES BY
PUBLIC AUCTION, SALE OR TRADE**

WHEREAS, the City owns a Fire Department vehicle that has outlived its useful life and is no longer needed for the conduct of City business; and,

WHEREAS, the City Council has determined that it is in the best interest of the City that the foregoing described Fire Department vehicle be declared surplus and disposed of;

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

Section 1. The following vehicle is hereby declared to be surplus:

- 1997 Ford Explorer, VIN #1FMDU34X5VUC99575, License #24147D (Fire/120)

Section 2. City staff is authorized to dispose of the surplus vehicles described in section 1 of this resolution by public auction, sale or trade-in.

Section 3. The City Administrator is authorized to establish a minimum sale/trade-in price for the surplus vehicle as deemed necessary to protect the City's interests.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on March 8, 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. 2016-15 authorizing the Mayor to sign a Public Defender Agreement for conflict indigent defense counsel with Daniel Polage	AGENDA NO. Active 6 (B) AGENDA DATE: March 8, 2016
ORIGINATING SOURCE City Attorney & City Clerk	FUNDING CERTIFICATION (City Treasurer) (If applicable)

DEPARTMENT HEAD REVIEW
Anita Palacios, City Clerk (Municipal Court) 

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

The City contracts with Yakima County District Court for municipal court services. Under the terms of the contract, the City must provide indigent defense services to indigent defendants. In the event of a conflict with the current public defender, the City must also provide alternate counsel for indigent defendants.

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

At the January 26, 2016 Council meeting, staff presented a Public Defender Agreement with Daniel Polage to provide conflict indigent defense counsel. In that agreement, Mr. Polage declined to provide professional liability insurance.

Attached is a re-negotiated agreement with Mr. Polage providing for professional liability insurance.

ACTION PROPOSED

Approve Resolution No. 2016-15 authorizing the Mayor to sign a Public Defender Agreement for conflict indigent defense counsel with Daniel Polage.

RESOLUTION NO. 2016-15

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN A PUBLIC DEFENDER AGREEMENT FOR
CONFLICT INDIGENT DEFENSE COUNSEL WITH DANIEL POLAGE**

WHEREAS, the City of Grandview contracts with the Yakima County District Court for municipal court services; and,

WHEREAS, under the terms of the Yakima County District Court contract, the City is to provide indigent defense services to indigent defendants; and,

WHEREAS, the City is also to provide alternate counsel for indigent defendants ("conflict counsel") should there be a conflict with the current public defender; and,

WHEREAS, the City has negotiated the terms of a contract for the provision of conflict indigent defense counsel with Daniel Polage;

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

The Mayor is hereby authorized to enter into a contract with Daniel Polage for the provision of conflict indigent defense services, 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 March 8, 2016.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

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**CITY OF GRANDVIEW
PUBLIC DEFENDER AGREEMENT**

THIS AGREEMENT, made and entered into this ____ day of March 2016, by and between Daniel Polage, PLLC, hereinafter the "Public Defender", and the CITY OF GRANDVIEW, a municipal corporation, hereinafter referred to as the "City".

WHEREAS, the Public Defender is an attorney licensed to practice law in the State of Washington, with offices at 2004 St. Helens Street, Yakima, WA, 98902; and

WHEREAS, the parties hereto are desirous of effectuating an agreement whereby the Public Defender will provide legal services for one indigent defendant in the Grandview Municipal Court and its various departments; now, therefore,

IT IS HEREBY mutually agreed as follows:

1. **Duties.** The Public Defender shall provide high quality defense attorney services for indigent defendants charged with misdemeanor and gross misdemeanor allegations occurring within the City of Grandview and processed by the City of Grandview Municipal Court where the City's primary public defender has a conflict that prevents representation of the defendant or defendants.

2. **Public Defender Availability.** Public Defender must be available by telephone 24 hours a day, seven (7) days a week, for each week of the year in order to give legal advice to the client described in Section 1 herein during the course of representing said client.

3. **Administrative and Support Services.** Public Defender shall be responsible for administrative costs associated with providing legal representation. Such costs include, but are not limited to, travel, telephones, law library, electronic research, financial accounting, case management systems, computers, software, office space, supplies, training, meeting reporting requirements imposed by the City, the WSBA and the Washington Supreme Court, and other costs necessarily incurred in the day-to-day management of the contract. Public Defender shall maintain an office that accommodates confidential meetings with clients. Public Defender shall staff their office with an appropriate number of support staff and other support services, including a postal address and adequate telephone service to ensure prompt response to client contact. Public Defender shall maintain appropriate computer/word processing equipment in order to handle the paperwork generated by the contract case load as well as to comply with all reporting procedures.

4. **Insurance.** Without limiting the Public Defender's indemnification, it is agreed that the Public Defender shall maintain in force, at all times during the term of this Agreement, a policy or policies of insurance covering its operation as described below.

A. General Liability Insurance

The Public Defender shall maintain continuously public liability insurance with limits of liability not less than Two Hundred Fifty Thousand Dollars (\$250,000) for each occurrence, personal injury, and/or property damage liability.

The Public Defender shall provide a certificate of insurance or, upon written request of the City of Grandview, a duplicate of the policy as evidence of insurance protection. The Public Defender shall immediately notify the City of any communication with their insurance provider canceling or threatening to cancel insurance coverage under this provision.

B. Professional Liability Insurance

The Public Defender shall maintain or ensure that its professional employees maintain professional liability insurance for any and all acts which occur during the course of their employment with the Public Defender which constitute professional services in the performance of this Agreement. For purposes of this Agreement, professional services shall mean any services provided by a licensed professional.

Such professional liability insurance shall be maintained in an amount not less than Two Hundred Thousand Dollars (\$200,000) combined single limit per claim/aggregate. The Public Defender further agrees that it shall have sole and full responsibility for the payment of any funds where such payments are occasioned solely by the professional negligence of its professional employees and where such payments are not covered by any professional liability insurance, including but not limited to the amount of the deductible under the insurance policy. The Public Defender shall not be required to make any payments for professional liability, if such liability is occasioned by the sole negligence of the City. The Public Defender shall not be required to make payments other than its judicially determined percentage, for any professional liability which is determined by a court of competent jurisdiction to be the result of the comparative negligence of the Public Defender and the City.

Such insurance shall not be reduced or canceled without thirty (30) days' prior written notice to the City. If such insurance is obtained on a "claims made" basis, the Public Defender will continue to carry coverage for not less than three (3) years after expiration of this Agreement, and will provide a certificate in form and content satisfactory to the City demonstrating such continuing

coverage. The Public Defender shall provide certificates of insurance or, upon written request of the City, duplicates of the policies as evidence of insurance protection.

C. Workers' Compensation

The Public Defender shall maintain Workers' Compensation coverage as required by law. The Public Defender shall provide a certificate of insurance or, upon written request of the City, a certified copy of the policy as evidence of insurance protection.

5. **Specific Duties.** The Public Defender shall provide services necessary or incidental to the performance of the work set forth in the PUBLIC DEFENDER - STATEMENT OF WORK - EXHIBIT A and consistent with CLIENT REPRESENTATION PRACTICE GUIDELINES- Exhibit B. The Public Defender acknowledges and agrees that the City may make changes to the specific duties of the Public Defender as necessary to maintain conformity with the Washington State Rules of Professional Conduct as well as case law and applicable court rules defining the duties of counsel and the rights of defendants in criminal cases. No such changes will be grounds for additional or revised compensation under this Agreement, unless the Public Defender demonstrates to the City's reasonable satisfaction that the change imposes an undue burden on the Public Defender's ability to provide the services required under this Agreement.

6. **Term and Renegotiation.** This Agreement shall commence on March 1, 2016 and expires on February 28, 2017.

7. **Compensation.** In return for the above-enumerated services, the Public Defender shall receive compensation in an amount of \$300.00 per case, payable upon proper voucher for the same, submitted by the Public Defender and received by the City Clerk at City Hall, Grandview, Washington. Payment shall be sought and paid upon certification that the case has been resolved and closed. All payments shall be made to:

Daniel Polage, PLLC
2004 St. Helens Street
Yakima, WA 98908

For purposes of compensation, case will be "resolved" and may be closed by Public Defender, and he may request to withdraw, after a finding of guilt in a pending criminal case, after the probation matter for which a hearing is currently set is resolved, or after the issues to be reviewed on a Deferred Prosecution or SOC have been decided.

8. **Client Transport.** Public Defender, or his employees or subcontractors, shall not transport clients by vehicle (personal or otherwise) while

undertaking services pursuant to this Agreement. In the event Public Defender does transport clients during the course of representation as contemplated in this Agreement, Public Defender hereby agrees to release, indemnify, protect, defend and save harmless the City and its elected and appointed officials, employees, volunteers, and agents from all claims, actions, or damages of any kind and description which may occur to or be suffered by any person or persons, corporation, or property arising, directly or indirectly, out of such transport, caused or contributed thereto by the Public Defender or his employees or subcontractors.

9. **Expert Witnesses.** The City shall, in addition, compensate the Public Defender for all expert witness fees incurred by the Public Defender on behalf of indigent clients covered by this Agreement upon application and approval of the court.

10. **Costs and Fees Assessed Against Defendants.** Any and all payments for reimbursement of court-appointed attorney's fees, as ordered and assessed by the Grandview Municipal Court or other court having jurisdiction to hear a City case, shall be payable by defendant directly to the Grandview Municipal Court.

11. **Assignment.** The Public Defender shall not assign, transfer, or subcontract this Agreement without obtaining prior written approval from the City.

12. **Successors Bound.** Subject to the provisions of Section 11, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, and assigns.

13. **Ethic Compliance, Reports, and Training.** The Public Defender will provide the aforementioned services in conformity with all applicable Rules of Professional Conduct and will provide the Municipal Court and the City with any reports, fiscal or otherwise, which are reasonably required in the performance of the Municipal Court's and the City's responsibilities. An annual report shall be provided by the Public Defender on or before August 1 of each year. The report must include a statement of hours billed for nonpublic defense legal services in the previous calendar year, including number and types of private cases, as the same may be required by RCW 10.101.050, as now exists or may be subsequently amended. The Public Defender agrees to attend training approved by the Washington Office of Public Defense at least once per calendar year, as the same may be required by RCW 10.101.050 and 10.101.060, as now exist or may be subsequently amended.

14. **Taxes and Assessments.** The Public Defender shall be solely responsible for compensating its employees and for paying all related taxes, deductions and assessments, including but not limited to, leasehold excise taxes, federal income tax, FICA, social security tax, assessments for unemployment

and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Public Defender shall pay the same before it becomes due.

15. **Independent Contractor.** The parties agree that the Public Defender is an independent contractor with the responsibility and authority to control and direct the performance of the details of the work described herein in accordance with the terms and conditions of this Agreement. The implementation of contracted activities and the results to be achieved are solely the responsibility of the Public Defender. No agent, employee, subcontractor, or representative of the Public Defender shall be deemed to be an employee, agent, servant, or representative of the City or of the City of Grandview Municipal Court for any purpose, and the employees, agents, subcontractors, or representatives of the Public Defender are not entitled to any of the benefits the City provides for its employees. The Public Defender will be solely and entirely responsible for his acts and for the acts of his agents, employees, subcontractors, or otherwise, during the performance of this Agreement.

16. **Indemnity.** The Public Defender hereby agrees to release, indemnify, protect, defend and save harmless the City and its elected and appointed officials, employees, volunteers, and agents from all claims, actions, or damages of any kind and description which may occur to or be suffered by any person or persons, corporation, or property arising, directly or indirectly, out of the operation of this Agreement, caused or contributed thereto by the Public Defender or his employees or subcontractors. Provided, however, that nothing herein shall be deemed to require the Public Defender to indemnify the City or its elected or appointed officials, agents, volunteers, or employees for injury to persons, corporation, and/or property arising from the sole negligence of the City and its elected or appointed officials, employees, volunteers, and agents. In case of suit or action brought against the City and/or its elected or appointed officials, agents, volunteers, and employees for damages arising out of or by reason of any of the above-mentioned causes, the Public Defender agrees to pay all costs of defense, including reasonable attorney's fees and any judgment.

17. **Non discrimination.** The Public Defender shall not discriminate on the basis of race, creed, color, national origin, or physical, mental, or sensory handicap in the performance of this Agreement.

18. **Termination.** The City of Grandview may terminate this Agreement, with or without cause, upon ninety (90) days written notice sent by certified mail to the Public Defender at the address listed in this Agreement. The parties shall negotiate a reasonable fee for services to complete client representation which cannot be done through substituted counsel.

19. **Governing Law.** This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is mutually understood and agreed to by each party hereto that this Agreement shall be governed by the laws of the State of Washington both as to interpretation and performances.

20. **Venue.** Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof, shall be instituted and maintained only in the Superior Court for Yakima County, Washington

21. **Integration.** It is understood and agreed that all understandings and agreements, whether written or oral, heretofore had between the parties hereto are merged in this Agreement, which alone fully and completely expresses their agreement, that neither party is relying upon any statement or representation not embodied in this Agreement, made by the other, and that this Agreement may not be changed except by an instrument in writing signed by both parties.

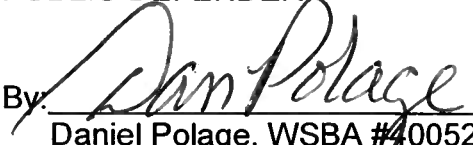
22. **Waiver of Breach.** A waiver by either party hereto of a breach of the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

DATED this ____ day of March, 2016.

CITY OF GRANDVIEW

By: _____
Mayor Norm Childress
207 West Second Street
Grandview, WA 98930

PUBLIC DEFENDER

By:  _____
Daniel Polage, WSBA #40052
2004 St. Helens Street
Yakima, WA 98902

ATTEST:

City Clerk

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EXHIBIT A

PUBLIC DEFENSE STATEMENT OF WORK

1. **PUBLIC DEFENDER CONTRACTOR DUTIES AND RESPONSIBILITIES**

– The Public Defender shall provide high quality indigent defense representation in the cases assigned to it by the Grandview Municipal Court. The representation shall be consistent with **EXHIBIT B, CLIENT REPRESENTATION PRACTICE GUIDELINES** as set forth below, and with the City's adopted standards for the delivery of public defense services. The representation shall be provided in a professional and skilled manner and shall be in compliance with the Washington State Rules of Professional Conduct as well as case law and applicable court rules defining the duties of counsel and the rights of defendants in criminal cases. The Public Defender's primary and most fundamental responsibility is to promote and protect the best interests of the client.

2. **TASKS** – The Public Defender shall perform the following tasks with regard to each case to which the Public Defender is appointed.

- A. Maintain a law office with a suitable client interview facility. The Public Defender will provide adequate phone lines, computers, postage, office equipment, office supplies, office furniture and legal research tools to maintain a smooth-running and efficient law office.
- B. Receive notices of appointment for indigent defendants each court day. Set up and maintain files on each assigned defendant.
- C. Establish and maintain client contact, keep the client informed of the progress of the case, and effectively provide legal advice to the client throughout the representation.
- D. Timely interview defendants in custody anywhere in Yakima County.
- E. Meet at least weekly with the Assigned Prosecutor to discuss pending matters.
- F. Maintain continuity of representation at all stages of a case, including attendance at all first appearance proceedings, such as arraignments, for in-custody defendants. Except for illness, vacation or occasional conflicts, the assigned Public Defender shall appear at all Municipal Court hearings with their clients.



3. COMPLAINTS

- A. A method to respond promptly to indigent defendant client complaints shall be established by the Public Defender. If the attorney and client cannot resolve the complaint amicably, the attorney shall ask the court for permission to withdraw and substitute new counsel. The complaining client should be informed as to the disposition of his or her complaint within a reasonable period of time. If the client feels dissatisfied with the evaluation and response received, he or she should be advised of the right to complain to the Washington State Bar Association.
- B. The Public Defender shall notify the City and respond in writing to the City within seven (7) days of learning of any complaint against the Public Defender or against the City relating to the provision of indigent defense legal representation.
- C. The Public Defender shall immediately notify the City of Grandview in writing when it become aware that a complaint lodged with the Washington State Bar Association has resulted in reprimand, suspension, or disbarment.



EXHIBIT B

CLIENT REPRESENTATION PRACTICE GUIDELINES

Meet and communicate regularly with the client

- **Thoroughly explain to clients the constitutional, statutory and other rights that they have with regards to their case.**
- **Thoroughly explain to clients the elements of the offense(s) that the City must prove in order to obtain their conviction at a trial.**
- **Describe case procedures and timelines.**
- **Listen to client's questions and respond to them.**
- **Enable clients to candidly communicate with counsel.**
- **Facilitate agreements by realistically evaluating allegations and evidence with clients.**
- **Promptly communicate all offers of settlement.**

Prepare cases well

- **Conduct high quality, early case investigation.**
- **Conduct early case negotiations.**
- **Use discovery appropriately.**
- **Prepare for and participate in alternate resolution opportunities that may be available.**
- **Obtain experts and evaluators for cases involving disability, mental health, substance abuse or similar issues, when appropriate.**
- **Draft well-researched and written motions and other legal memoranda and other documents.**
- **Competently and aggressively litigate hearings and trials if no agreement is reached.**
- **Appear at all court hearings with clients.**

Ensure clients have adequate access to services, including court ordered treatment and/or counseling

- **Explain the importance of obtaining court ordered treatment and/or counseling services to clients.**
- **Develop a thorough knowledge of the resources available.**
- **Explore with clients ways to effectively participate in court ordered treatment and/or counseling.**
- **Ask clients for feedback if obstacles prevent or impede their participation, and follow up with the agency and in court when appropriate.**

- **In appropriate cases, encourage clients to obtain necessary evaluations and enroll in counseling and/or treatment even before ordered by the court to do so.**

Prevent continuances and delays within attorney's control

- **Treat all cases assigned to counsel with the highest priority.**
- **Avoid over scheduling whenever possible.**
- **Request continuances only if they are needed for substantive reasons.**

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

ITEM TITLE

Fourth Street and Birch Street CDBG Improvements
Project Acceptance

AGENDA NO.: Active 6 (C)

AGENDA DATE: March 8, 2016

ORIGINATING SOURCE

Public Works Department

FUNDING CERTIFICATION (City Treasurer)
(If applicable)

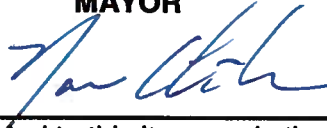
N/A

DEPARTMENT HEAD REVIEW

Cus Arteaga, City Administrator/Public Works Director

CITY ADMINISTRATOR

MAYOR



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

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.

Advantage Dirt Contractors, Inc., has completed the construction of the Fourth Street and Birch Street CDBG Improvements. Staff recommends Council accept the project as complete once the requirements in the March 2, 2016 letter from HLA Engineering and Land Surveying, Inc., have been satisfied.

ACTION PROPOSED

Move that Council accept the Fourth Street and Birch Street CDBG Improvements as complete once the project closure requirements as identified in the March 2, 2016 letter from HLA Engineering and Land Surveying, Inc., have been satisfied.

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March 2, 2016

City of Grandview
207 W. Second Street
Grandview, WA 98930

Attn: Mr. Cus Arteaga
City Administrator/Public Works Director

Re: City of Grandview
FOURTH STREET AND BIRCH STREET CDBG IMPROVEMENTS
CDBG Project No.: 14-65400-021
HLA Project No.: 15020C and 15021C
Final Progress Estimate and Project Acceptance

Dear Cus:

Enclosed is Progress Estimate No. 5 designated as the Final for work performed by Advantage Dirt Contractors, Inc., through December 5, 2015, in connection with their contract on the above referenced project. The amount due the Contractor of \$0.00 is net after retainage, as per the contract documents. We recommend this Final Progress Estimate be considered and accepted by the Grandview City Council.

The final construction contract total is \$122,521.78 below the contract award amount. Elimination of contractor provided street lighting resulted in a savings of \$90,405.00. The remaining cost savings, \$32,116.78, is mostly unspent contingency money from the Minor Change bid items, and under-runs of various rock items.

This letter also serves as our recommendation for acceptance of this project by the City of Grandview. We have reviewed the work performed by Advantage Dirt Contractors, Inc. on this project and believe it has been completed satisfactorily. Please provide us a copy of the Council resolution authorizing project acceptance.

Enclosed for your action is the "Notice of Completion of Public Works Contract" to be completed and sent to the Department of Revenue, Department of Labor and Industries, and Employment Security Department in Olympia. Forward one (1) copy each of the Notice of Completion to the Department of Revenue, Department of Labor and Industries, and the Employment Security Department as soon as the Grandview City Council has accepted the project.

The retainage on this project in the amount of \$49,542.84 should be released to Advantage Dirt Contractors, Inc., after acceptance of the project and when the following conditions have been satisfied:

1. There are no liens or claims for labor and materials furnished on this project filed against the retainage.
2. A full sixty (60) days have elapsed since the official acceptance of this project by the City of Grandview.

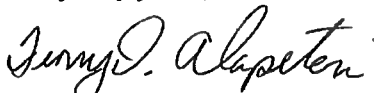
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3. The City has received Notice of Completion clearance from the Department of Revenue, Department of Labor and Industries, and the Employment Security Department relative to this contract. Please provide a copy of each to our office.
4. The City has received the following from HLA Engineering and Land Surveying, Inc. (HLA):
 - a. HLA has confirmed that all punch list items identified during the final walk-through inspection have been completed.
 - b. HLA has delivered two (2) neatly marked 11"x17" sets of record drawings, and one scanned set to the City of Grandview on December 11, 2015.
 - c. A notarized certificate from the Contractor which states that all labor and materials furnished on this project have been paid for is attached.
 - d. The required project labor and equal employment opportunity documents including:
 1. The Statement of Intent to pay prevailing wages approved by the State Department of Labor and Industries.
 2. The certified payroll(s) of the Contractor and Subcontractors.
 3. The Affidavits of Wages Paid completed by the Contractor and Subcontractors, and approved by the State Department of Labor and Industries.
 4. Verification that the Contractor and Subcontractors are current in payment of all industrial insurance premiums.

We would appreciate receiving a copy of your Council Resolution authorizing release of retainage.

Please contact this office if you have questions or if we may furnish additional information.

Very truly yours,


Terry D. Alapeteri, PE

TDA/crf

Enclosures

Copy: Advantage Dirt Contractors, Inc.
Steve Sziebert, HLA
Caroline Fitzsimmons, HLA
Correspondence File

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NOTARIZED STATEMENT

TO THE

City of Grandview

I hereby certify that

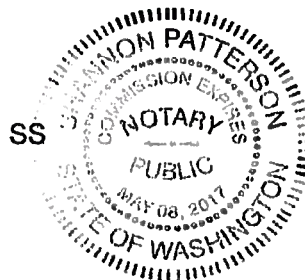
- a) all materials and labor used and performed in the construction of the FOURTH STREET AND BIRCH STREET CDBG IMPROVEMENTS – Project Number 15020C and 15021C, for the City of Grandview, have been paid in full and there are no liens or other legal actions pending;
- b) Advantage Dirt Contractors, Inc., has complied with the provisions of Section 1-07.19 (Gratuities) of the Standard Specifications; and
- c) All industrial insurance premiums, as required under RCW 51.12.050 (Public Works) and RCW 51.12.070 (work done by contract) have been paid.

by Vince Glondo

Vince Glondo Project Manager
Name and Title (Please print or type)

Advantage Dirt Contractors, Inc.
Contractor

STATE OF Washington)
COUNTY OF Kittitas)



SIGNED AND SWORN TO (OR AFFIRMED) BEFORE ME ON Jan 4th, 2016

BY Shannon Patterson
(Signature)

Notary Public Printed Name: Shannon Patterson

My Appointment Expires: 5/8/17

(Please return completed CERTIFICATION form to HLA)

City of Grandview
207 W. Second Street
Grandview, WA 98930

FOURTH STREET AND BIRCH STREET CDBG IMPROVEMENTS
CDBG Project No.: 14-65400-021
HLA Project No.: 15020C AND 15021C

TO: Advantage Dirt Contractors, Inc.
1206 North Dolarway, Suite 208
Ellensburg, WA 98926

Progress Estimate No.: 5 AND FINAL

Date: December 5, 2015

Item No.	Description	Unit	Contract Quantity	Unit Price	Estimate 6 Quantity	Quantity to Date	Amount	Contract Quantity
SCHEDULE A - FOURTH STREET ROADWAY IMPROVEMENTS								
1	Mobilization	LS	1	\$72,659.00	0%	100%	\$72,659.00	100%
2	Project Temporary Traffic Control	LS	1	\$11,623.50	0%	100%	\$11,623.50	100%
3	SPCC Plan	LS	1	\$500.00	0%	100%	\$500.00	100%
4	Removal of Structure and Obstruction	LS	1	\$13,406.14	0%	100%	\$13,406.14	100%
5	Clearing and Grubbing	LS	1	\$5,186.66	0%	100%	\$5,186.66	100%
6	Unclassified Excavation including Haul	CY	3,960	\$12.24	0.00	4,120.45	\$50,434.31	104%
7	Crushed Surfacing Base Course	TON	2,770	\$20.52	0.00	2,740.17	\$56,228.29	99%
8	Crushed Surfacing Top Course	TON	1,360	\$24.25	0.00	1,134.73	\$27,517.20	83%
9	HMA Cl. 1/2-Inch PG 64-28	TON	1,400	\$109.62	0.00	1,427.28	\$156,458.43	102%
10	Cement Conc. Traffic Curb and Gutter	LF	3,180	\$16.57	0	3,195	\$52,941.15	100%
11	Cement Conc. Sidewalk 6-Inch Thick	SY	660	\$55.19	0	554	\$30,575.26	84%
12	Cement Conc. Sidewalk 4-Inch Thick	SY	1,150	\$42.49	0	1,284	\$54,557.16	112%
13	Cement Conc. Curb Ramp	EA	15	\$2,298.05	0	15	\$34,470.75	100%
14	Shoring or Extra Excavation	LF	565	\$1.00	0	565	\$565.00	100%
15	Storm Sewer Pipe 12 Inch Diam.	LF	382	\$31.93	0	369	\$11,782.17	97%
16	Underdrain Pipe Infiltration Trench System 12 In. Diam.	LF	565	\$63.37	0	565	\$35,804.05	100%
17	Catch Basin Type 1	EA	17	\$1,089.11	0	17	\$18,514.87	100%
18	Pretreatment Manhole 48 In. Diam.	EA	7	\$8,021.82	0	7	\$56,152.74	100%
19	Adjust Manhole	EA	4	\$356.09	0	5	\$1,780.45	125%
20	Adjust Valve Box	EA	3	\$343.79	0	11	\$3,781.69	367%
21	Sodded Lawn	SY	100	\$9.84	0	389	\$3,827.76	389%
22	Monument Case and Cover	EA	4	\$878.84	0	5	\$4,394.20	125%
23	Illumination System Complete	LS	1	\$90,405.00	0%	0%	\$0.00	0%
24	Permanent Signing	LS	1	\$4,175.85	0%	100%	\$4,175.85	100%
25	Pavement Markings	LS	1	\$1,408.35	0%	0%	\$0.00	0%
26	Minor Change	FA	EST.	\$15,000.00	0.00	8,066.58	\$8,066.58	54%
SCHEDULE A SUBTOTAL							\$715,403.21	
SCHEDULE B - FOURTH STREET WATER SYSTEM IMPROVEMENTS								
27	Service Connection 1 In. Diam.	EA	21	\$1,272.05	0	25	\$31,801.25	119%
28	PVC Pipe for Water Main 6 In. Diam.	LF	30	\$43.64	0	31	\$1,352.84	103%
29	Tapping Sleeve and Valve Assembly 6 In.	EA	3	\$3,661.98	0	1	\$3,661.98	33%
30	Select Backfill, as Directed	CY	300	\$17.25	0.00	160.45	\$2,767.76	53%
31	Shoring or Extra Excavation	LF	555	\$1.00	0	31	\$31.00	6%
32	Hydrant Assembly	EA	3	\$2,915.31	0	3	\$8,745.93	100%
33	Minor Change	FA	EST.	\$5,000.00	0.00	7,644.60	\$7,644.60	153%
SCHEDULE B SUBTOTAL							\$56,005.36	

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Item No.	Description	Unit	Contract Quantity	Unit Price	Estimate 6 Quantity	Quantity to Date	Amount	Contract Quantity
SCHEDULE C - FOURTH STREET SANITARY SEWER SYSTEM IMPROVEMENTS								
34	Manhole 48 In. Diam. Type 1	EA	2	\$1,905.98	0	2	\$3,811.96	100%
35	PVC Sanitary Sewer Pipe 8 In. Diam.	LF	300	\$46.83	0	296	\$13,861.68	99%
36	PVC Sanitary Sewer Pipe 4 In. Diam.	LF	70	\$37.77	0	79	\$2,983.83	113%
37	Select Backfill, as Directed	CY	250	\$17.25	0	0	\$0.00	0%
38	Shoring or Extra Excavation	LF	370	\$1.00	0	375	\$375.00	101%
39	Minor Change	FA	EST.	\$5,000.00	0.00	628.67	\$628.67	13%
SCHEDULE C SUBTOTAL							\$21,661.14	
SCHEDULE D - BIRCH STREET ROADWAY IMPROVEMENTS								
40	Mobilization	LS	1	\$18,871.00	0%	100%	\$18,871.00	100%
41	Project Temporary Traffic Control	LS	1	\$3,813.00	0%	100%	\$3,813.00	100%
42	Removal of Structure and Obstruction	LS	1	\$2,876.63	0%	100%	\$2,876.63	100%
43	Clearing and Grubbing	LS	1	\$3,345.21	0%	100%	\$3,345.21	100%
44	Unclassified Excavation Including Haul	CY	750	\$12.24	0.00	834.28	\$10,211.59	111%
45	Crushed Surfacing Base Course	TON	650	\$20.52	0.00	525.19	\$10,776.90	81%
46	Crushed Surfacing Top Course	TON	290	\$24.25	0.00	310.05	\$7,518.71	107%
47	HMA Cl. 1/2-Inch PG 64-28	TON	320	\$112.65	0.00	320.00	\$36,048.00	100%
48	Cement Conc. Traffic Curb and Gutter	LF	830	\$16.57	0	845	\$14,001.65	102%
49	Cement Conc. Curb Ramp	EA	2	\$2,298.05	0	2	\$4,596.10	100%
50	Shoring or Extra Excavation	LF	110	\$1.00	0	110	\$110.00	100%
51	Storm Sewer Pipe 12 Inch Diam.	LF	52	\$31.93	0	52	\$1,660.36	100%
52	Underdrain Pipe Infiltration Trench System 12 In. Diam.	LF	110	\$63.37	0	110	\$6,970.70	100%
53	Catch Basin Type 1	EA	2	\$1,089.11	0	2	\$2,178.22	100%
54	Pretreatment Manhole 48 In. Diam	EA	1	\$8,021.82	0	1	\$8,021.82	100%
55	Sodded Lawn	SY	560	\$6.15	0	560	\$3,444.00	100%
56	Minor Change	FA	EST.	\$15,000.00	0.00	12,087.55	\$12,087.55	81%
SCHEDULE D SUBTOTAL							\$146,531.44	
SCHEDULE E - BIRCH STREET WATER IMPROVEMENTS								
57	Shoring or Extra Excavation	LF	546	\$1.00	0	462	\$462.00	85%
58	PVC Pipe for Water Main 8 In. Diam.	LF	510	\$49.68	0	428	\$21,263.04	84%
59	D.I. Pipe for Water Main 6 In. Diam.	LF	36	\$43.64	0	34	\$1,483.76	94%
60	Gate Valve 8 In	EA	5	\$1,368.25	0	1	\$1,368.25	20%
61	Hydrant Assembly	EA	2	\$2,915.31	0	2	\$5,830.62	100%
62	Service Connection 1 In. Diam.	EA	12	\$1,272.05	0	13	\$16,536.65	108%
63	Select Backfill, as Directed	CY	200	\$17.25	0.00	84.28	\$1,453.83	42%
64	Minor Change	FA	EST.	\$5,000.00	0.00	2,857.49	\$2,857.49	57%
SCHEDULE E SUBTOTAL							\$51,255.64	
CHANGE ORDER NO. 1 - SCHEDULE A - FOURTH STREET ROADWAY IMPROVEMENTS								
1-1	Delete Bid Item 23, "Illumination Sysem, Complete	LS	1	-\$90,405.00	SEE BID ITEM 23			0%
CHANGE ORDER NO. 1 SUBTOTAL							\$0.00	

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Item No.	Description	Unit	Contract Quantity	Unit Price	Estimate 6 Quantity	Quantity to Date	Amount	Contract Quantity
	SUBTOTAL, WORK TO DATE						\$990,856.79	
	PLUS MATERIALS ON HAND						\$0.00	
	SUBTOTAL AMOUNTS						\$990,856.79	
	SCHEDULES B, C AND E, 7.9% STATE SALES TAX						\$10,184.85	
	TOTAL						\$1,001,041.64	
	LESS TOTAL RETAINAGE						\$49,542.84	
	LESS AMOUNTS PREVIOUSLY PAID						\$951,498.80	
	AMOUNT NOW DUE						\$0.00	

Progress Estimate No. 1 \$	<u>269,427.92</u>	Retainage:	<u>14,001.61</u>
Progress Estimate No. 2 \$	<u>230,842.02</u>	Retainage:	<u>11,807.02</u>
Progress Estimate No. 3 \$	<u>440,327.87</u>	Retainage:	<u>23,160.47</u>
Progress Estimate No. 4 \$	<u>10,900.99</u>	Retainage:	<u>573.74</u>
Progress Estimate No. 5 AND FINAL \$	<u>0.00</u>	Retainage:	<u>0.00</u>

I hereby certify that the foregoing is a true and correct statement of the work performed under this Contract.


Terry D. Alapeteri, PE

ACCEPTED:

I hereby accept the Final Progress Estimate and Final Contract Voucher Certification, in accordance with Section 1-09.9 of the WSDOT Standard Specifications.


Advantage Dirt Contractors, Inc.

1/04/15
Date:

City of Grandview
207 W. Second Street
Grandview, WA 98930

FOURTH STREET AND BIRCH STREET CDBG IMPROVEMENTS
CDBG Project No.: 14-65400-021
HLA Project No.: 15020C AND 15021C

TO: Advantage Dirt Contractors, Inc.
1206 North Dolarway, Suite 208
Ellensburg, WA 98926

Progress Estimate No.: 5 AND FINAL

Date: December 5, 2015

MINOR CHANGES

DATE	DESCRIPTION	PAID AS	SUB AMOUNT	GC AMOUNT	TOTAL AMOUNT	SUB NAME	TIME EXTENSION
SCHEDULE A - FOURTH STREET ROADWAY IMPROVEMENTS							
11/20/2015	SEE ATTACHED FORCE ACCT SUMMARY FOR DETAIL	26		\$937.22	\$937.22		
10/23/2015	DIFFERENCE PAID FOR C900 VS. DOUBLE WALL POLLY; 130 FT X 0.456	26		\$59.80	\$59.80		
11/20/2015	RESTOCK FEE FOR RETURNED 8" AND 10" MATERIALS	26		\$1,189.56	\$1,189.56		
11/20/2015	PIPE WATER FROM STORM DRAIN TO INFILTRATION PIT.	33		\$5,385.00	\$5,385.00		
11/20/2015	INSTALL CITY PURCHASED BLOCK WALL	26		\$495.00	\$495.00		
					\$0.00		
				Subtotal	\$8,066.58		
SCHEDULE B - FOURTH STREET WATER SYSTEM IMPROVEMENTS							
11/20/2015	SEE ATTACHED FORCE ACCT SUMMARY FOR DETAIL	33		\$7,644.60	\$7,644.60		
				Subtotal	\$7,644.60		
SCHEDULE C - FOURTH STREET SANITARY SYSTEM IMPROVEMENTS							
11/20/2015	SEE ATTACHED FORCE ACCT SUMMARY FOR DETAIL	39		\$418.67	\$418.67		
11/20/2015	RECHANNEL MANHOLE	39		\$210.00	\$210.00		
				Subtotal	\$628.67		

HUBBREGTSE, LOUMAN ASSOC.

CITY OF GRANDVIEW
PROJECT NAME:

DATE:
Progress Estimate No.:

December 5, 2015
5 AND FINAL

FOURTH STREET AND BIRCH STREET CDBG IMPROVEMENTS

HLA PROJECT NO.:
PRIME CONTRACTOR:
DESCRIPTION:

15020C AND 15021C
ADVANTAGE DIRT CONTRACTORS, INC.
SUMMARY OF COSTS

FORCE ACCOUNT SUMMARY

DATE	LOCATION	COST	COST TO DATE	COMMENTS
SCHEDULE A - FOURTH STREET ROADWAY IMPROVEMENTS				
9/21/15	STA 18+00 RT	\$279.95	\$279.95	ADC - CREW WAS REMOVING TREE ROOTS AND FOUND 3/4" OLD IRRIGATION SERVICE AND IT BROKE. CITY TO REPAIR.
9/30/15	STA 20+70 RT, 15+65 RT	\$279.62	\$559.57	ADC - BROKE 4" SEWER SERVICES AND REPAIRED DUG UNDER ONE SEWER SERVICE. ALL UTILITIES NOT SHOWN.
10/14/15	STA 11+65 RT, 11+75 RT, 12+30 RT	\$377.65	\$937.22	ADC - BROKE THREE EA 4" SEWER SERVICES AND REPAIRED. UTILITIES WERE NOT SHOWN.
SCHEDULE B - FOURTH STREET WATER SYSTEM IMPROVEMENTS				
9/29/15	STA 24+35 AND 24+50 LT	\$249.53	\$249.53	ADC - BROKE 4" SEWER SERV AT TWO LOCATIONS/REPAIRED. DUNG UNDER THREE EA IRRIGATION LINES, ALL UTILITIES NOT SHOWN.
10/15/15	STA 30+32 RT ASH ST, 50+30 RT CEDAR ST.	\$3,759.05	\$4,008.58	ADC - CREW INSTALLED TWO EA 8"x6" MJ TEES WITH COUPLERS. THIS WAS INSTEAD OF THE HYDRANT TEES DUE TO THE PIPE WAS 6" NOT 8"
10/21/15	STA 17+80 LT	\$3,636.02	\$7,644.60	ADC - INSTALLED NEW 10" GATE VALVE
SCHEDULE C - FOURTH STREET SANITARY SEWER SYSTEM IMPROVEMENTS				
10/19/15	STA 16+50 LT	\$418.67	\$418.67	ADC - CITY WANTED TO ADD A SEWER MANHOLE OVER THE EXISTING SEWER TEE. FOUND A CONFLICT WITH THE EXISTING 8" WATER MAIN NEXT TO THE SEWER. CREW COULD NOT INSTALL. CREW DUG AND EXPOSED THE PIPE. THEN CITY CITY DECIDED NOT TO DO WORK.

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

ITEM TITLE

Resolution No. 2016-16 accepting the bid for the Old Inland Empire Highway DWSRF Water System Improvements and authorizing the Mayor to sign all contract documents with Culbert Construction, Inc.

AGENDA NO.: Active 6 (D)

AGENDA DATE: March 8, 2016

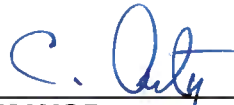
DEPARTMENT

Public Works Department

FUNDING CERTIFICATION (City Treasurer)
(If applicable)

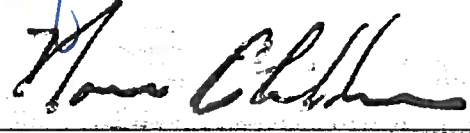
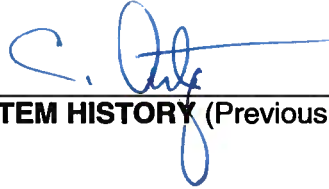
DEPARTMENT DIRECTOR REVIEW

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.

Bids for the Old Inland Empire Highway DWSRF Water System Improvements were opened on March 2, 2016. A total of six (6) bids were received with Culbert Construction, Inc., of Pasco, Washington, submitting the low bid in the amount of \$764,999.12. The low bid was approximately 10% below the City Engineer's estimate of \$856,820.82.

ACTION PROPOSED

Approve Resolution No. 2016-16 accepting the bid for the Old Inland Empire Highway DWSRF Water System Improvements and authorizing the Mayor to sign all contract documents with Culbert Construction, Inc.



March 2, 2016

City of Grandview
207 West second Street
Grandview, WA 98930

Attn: Mr. Cus Arteaga

Re: City of Grandview
OLD INLAND EMPIRE HIGHWAY DWSRF WATER SYSTEM IMPROVEMENTS
DWSRF PROJECT NO.: DM13-952-158
HLA Project No.: 14061
Recommendation of Award

Dear Mr. Arteaga:

The bid opening for the above referenced project was held at Grandview City Hall at 11:00 a.m. on Wednesday, March 2, 2015. A total of six (6) bids were received with the low bid of \$764,999.12, being offered by Culbert Construction, Inc. of Pasco, Washington. This low bid is approximately ten (10) percent below the Engineer's Estimate of \$856,820.82.

We have reviewed and checked the bid proposals of all bidders and recommend the City of Grandview award a construction contract to Culbert Construction, Inc. in the amount of \$764,999.12, contingent on funding agency approval. Please send us a copy of the City of Grandview Council minutes authorizing award of this project.

Enclosed are copies of the project Bid Summary for your review. Please advise if we may answer any questions or provide additional information.

Very truly yours,

A handwritten signature in blue ink that reads "Terry D. Alapeteri".

Terry D. Alapeteri, PE

TDA/crf

Enclosures

Copy: Jeff Hinckle, Department of Commerce (Email)
Steve Sziebert, HLA
Caroline Fitzsimmons, HLA
Correspondence File

RESOLUTION NO. 2016-16

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
ACCEPTING THE BID FOR THE OLD INLAND EMPIRE HIGHWAY DWSRF WATER
SYSTEM IMPROVEMENTS AND AUTHORIZING THE MAYOR TO SIGN ALL
CONTRACT DOCUMENTS WITH CULBERT CONSTRUCTION, INC.**

WHEREAS, the City of Grandview has advertised for bids for the Old Inland Empire Highway DWSRF Water System Improvements; and,

WHEREAS, Culbert Construction, Inc., of Pasco, Washington has submitted the lowest responsible bid for said improvements, which bid has been accepted;

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

The Mayor is hereby authorized to sign all contract documents with Culbert Construction, Inc., for the Old Inland Empire Highway DWSRF Water System Improvements in the amount of \$764,999.12.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on March 8, 2016.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

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

ITEM TITLE

Ordinance No. 2016-1 amending the 2016 Annual Budget

AGENDA NO.: Active 6 (E)

AGENDA DATE: March 8, 2016

VISION 2021

MISSION - ...to create a FINANCIALLY SUSTAINABLE CITY

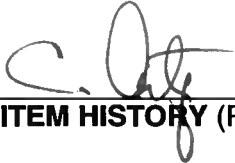
FUNDING CERTIFICATION (City Treasurer)
(If applicable)

DEPARTMENT DIRECTOR REVIEW

Matthew Cordray, City Treasurer

CITY ADMINISTRATOR

MAYOR



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

Staff monitoring and review of fund and department budgets during the first two months of 2016 has identified numerous budget accounts to be amended. Ordinance No. 2016-1 attached provides for the amending of the 2016 Annual Budget to accommodate the changes in sources and uses.

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

By Fund the highlights of the budget changes are:

CURRENT EXPENSE FUND: Increase estimated **Beginning Fund Balance**. Appropriations for transfer to Euclid/WCR Improvement Fund. Net effect is an increase in estimated **Ending Fund Balance**.

E.M.S. Fund: Increase estimated **Beginning Fund Balance** with equal change in estimated **Ending Fund Balance**.

YAKIMA CO. LAW & JUSTICE TAX FUND: Increase estimated **Beginning Fund Balance** with equal change in estimated **Ending Fund Balance**.

STREET FUND: Reduction of estimated **Beginning Fund Balance**. Increase in Revenues for TIB Grant – WCR Ash to Fir. Appropriations for TIB Grant - WCR Ash to Fir project, OIE Hwy and East 4th street. Net effect is a decrease in **Estimated Ending Fund Balance**.

CEMETERY FUND: Reduction of estimated **Beginning Fund Balance** with equal change in estimated **Ending Fund Balance**.

CAPITAL IMPROVEMENTS FUND: Increase estimated **Beginning Fund Balance**. Appropriations for museum construction. Net effect is a decrease in estimated **Ending Fund Balance**.

CDBG FUND: Increase estimated **Beginning Fund Balance**. Increase in Revenues for East 4th Street grant. Appropriations for East 4th Street project. Net effect is an increase in estimated **Ending Fund Balance**.

EWG PLAZA FUN: Increase estimated **Beginning Fund Balance**. Appropriations for roadway improvements. Net effect is an increase in estimated **Ending Fund Balance**.

EUCLID/WCR IMPROVEMENTS FUND: Increase in Revenues for SIED funding and local contributions. Appropriations for road improvements. Net effect is an increase in estimated **Ending Fund Balance**.

WATER/SEWER FUND: Increase estimated **Beginning Fund Balance**. Appropriations for 300 Birch, East 4th street and BioSolids disposal. Net effect is an increase in estimated **Ending Fund Balance**.

IRRIGATION FUND: Reduction of estimated **Beginning Fund Balance** with equal change in estimated **Ending Fund Balance**.

SOLID WASTE FUND: Reduction of estimated **Beginning Fund Balance** with equal change in estimated **Ending Fund Balance**.

EQUIPMENT RENTAL FUND: Increase estimated **Beginning Fund Balance** with equal change in estimated **Ending Fund Balance**.

TRANSPORTATION BENEFIT DISTRICT FUND: Increase estimated **Beginning Fund Balance**. Appropriations for 300 Birch and TIB project - WCR Ash to Fir. Net effect is a decrease in estimated **Ending Fund Balance**.

ACTION PROPOSED

Approve Ordinance No. 2016-1 amending the 2016 Annual Budget.

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ORDINANCE NO. 2016-1

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,
AMENDING THE 2016 ANNUAL BUDGET**

WHEREAS, the original 2016 estimated beginning fund balances and revenues in numerous funds do not reflect available budget sources; and

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

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

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

Section 1. That the 2016 annual budget be amended to reflect the changes presented in Exhibit A.

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

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

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on March 8, 2016.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLICATION: 3/9/16
EFFECTIVE: 3/14/16

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Exhibit A - Ordinance No. 2016-1

Beginning Balance	Estimated Revenues	Appropriated Expenditures	Ending Balance	Budget Total
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Current Expense Fund

Original 2016 Budget	1,523,025	5,095,390	5,738,520	879,895	6,618,415
Amendment Amount	340,000		98,650	241,350	340,000
Amended Total	1,863,025	5,095,390	5,837,170	1,121,245	6,958,415

E.M.S. Fund

Original 2016 Budget	159,350	127,300	138,680	147,970	286,650
Amendment Amount	31,000			31,000	31,000
Amended Total	190,350	127,300	138,680	178,970	317,650

Yakima Co. Law & Justice Tax

Original 2016 Budget	117,825	270,150	275,700	112,275	387,975
Amendment Amount	15,000			15,000	15,000
Amended Total	132,825	270,150	275,700	127,275	402,975

Street Fund

Original 2016 Budget	228,340	575,250	641,520	162,070	803,590
Amendment Amount	(11,000)	406,500	423,000	(27,500)	395,500
Amended Total	217,340	981,750	1,064,520	134,570	1,199,090

Cemetery Fund

Original 2016 Budget	83,670	137,550	152,060	69,160	221,220
Amendment Amount	(6,000)			(6,000)	(6,000)
Amended Total	77,670	137,550	152,060	63,160	215,220

Capital Improvement Fund

Original 2016 Budget	242,950	105,200	340,000	8,150	348,150
Amendment Amount	105,000		105,500	(500)	105,000
Amended Total	347,950	105,200	445,500	7,650	453,150

CDBG - E. 4th Street

Original 2016 Budget	-	-	-	-	-
Amendment Amount	3,600	37,500	40,975	125	41,100
Amended Total	3,600	37,500	40,975	125	41,100

EWC Plaza

Original 2016 Budget	250	-	-	250	250
Amendment Amount	15,000		10,000	5,000	15,000
Amended Total	15,250	-	10,000	5,250	15,250

Euclid/WCR Improvements

Original 2016 Budget	-	-	-	-	-
Amendment Amount	-	531,050	518,250	12,800	531,050
Amended Total	-	531,050	518,250	12,800	531,050

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Exhibit A - Ordinance No. 2016-1

Beginning Balance	Estimated Revenues	Appropriated Expenditures	Ending Balance	Budget Total
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Water/Sewer Fund					
Original 2016 Budget	5,521,670	6,538,085	5,887,755	6,172,000	12,059,755
Amendment Amount	70,000		47,000	23,000	70,000
Amended Total	5,591,670	6,538,085	5,934,755	6,195,000	12,129,755

Irrigation Fund					
Original 2016 Budget	255,395	445,200	504,730	195,865	700,595
Amendment Amount	(8,000)			(8,000)	(8,000)
Amended Total	247,395	445,200	504,730	187,865	692,595

Solid Waste Fund					
Original 2016 Budget	458,140	1,079,400	1,090,940	446,600	1,537,540
Amendment Amount	(46,000)			(46,000)	(46,000)
Amended Total	412,140	1,079,400	1,090,940	400,600	1,491,540

Equipment Rental Fund					
Original 2016 Budget	2,100,185	542,000	435,655	2,206,530	2,642,185
Amendment Amount	18,000			18,000	18,000
Amended Total	2,118,185	542,000	435,655	2,224,530	2,660,185

TBD Fund					
Original 2016 Budget	116,815	150,200	93,410	173,605	267,015
Amendment Amount	4,100		52,500	(48,400)	4,100
Amended Total	120,915	150,200	145,910	125,205	271,115

TO: Mayor Norm Childress, City of Grandview
City Council, City of Grandview

FROM: Quinn Plant, Menke Jackson Beyer, LLP

SUBJECT: Circle Park

DATE: March 1, 2016

Introduction

As directed by the City Council at the meeting on February 9, 2016, this memorandum provides preliminary guidance to the City Council with respect to Circle Park. The dedication of the park for public purposes may be vacated pursuant to the procedures outlined in Ch. 58.17 RCW.

Legal Analysis

Background information has been provided by Eric Herzog of HLA and is relied upon herein. Mr. Herzog's email of January 29, 2016, is attached. Circle Park was created by virtue of two plats, one on the north and one on the south. It is significant that the land at issue was not deeded to the City. Rather, the plats dedicated the portion of real property comprising the park for public use.

Chapter 58.17 RCW prescribes a procedure for vacating a dedication for public use in a subdivision. Pursuant to these procedures, any person interested in vacating the dedication must file an application with the City Council. RCW 58.17.212. The application must be signed by everyone with an interest in the part of the subdivision to be vacated. *Id.* The application must also set forth the reasons for vacation. *Id.*

If the area to be vacated is subject to any restrictive covenants and the application would result in the violation of such covenants, the application needs to obtain an agreement by all the parties subject to the covenants agreeing to terminate or alter the covenants. *Id.* The plats themselves indicate no restrictive covenants covering Circle Park. Mr. Herzog has confirmed the absence of any subsequently filed covenants with a title company.

Upon receipt of an application to vacate the dedication, the City Council must conduct a public hearing. The notice provisions are spelled out in RCW 58.17.080 and .090. Following the public hearing, the City Council may determine whether the public use and interest is served by vacating the dedication and approve or deny the application. RCW 58.17.212.

The statute provides that where land in a subdivision has been dedicated to the public, or for public use and benefit, the land, if not already deeded to the City, shall be deeded to the City unless the City Council determines that and makes specific findings that the public use would not be served in retaining title to the land. *Id.* In the case, title will vest with the rightful owner as shown in the county records. *Id.* This language indicates that the City Council has discretion whether the City should obtain or retain ownership of the real property subject to the dedication.

At the City Council meeting on February 9, 2016, questions arose concerning whether the City may want to retain or acquire right-of-way through Circle Park that exceeds the 40 foot right-of-way that I understand presently exists on West 5th Street on either side of the park. It seems probable that this could be achieved by preparing a legal description that vacates the dedication over the park and excludes an area equal to a 60-foot right-of-way (or whatever width the City preferred). The City's engineer should be consulted for details on pursuing this course of action.

Anita Palacios

From: Eric Herzog <eherzog@hlacivil.com>
Sent: Friday, January 29, 2016 3:17 PM
To: Mike Battle; Anita Palacios; Cus Arteaga
Cc: Tim Fries
Subject: RE: Circle Park Legal Description

Hi Anita,

Here is what we know about the Circle Park.

The north half of the park was dedicated on the Plat of PARK SUBDIVISION OF TRACT G,H,I,J, ANDK. GRANDVIEW, WASH. In Volume C, page 49.

The South half of the park was dedicated on the Plat of CHERRY LANE TRACTS in Volume E, page 9.

I reviewed both plats and there are no restrictions or covenants on the park area listed on the face of the plats. I think you can go ahead and vacate the right of ways and park through the Cities standard vacation process. I would recommend reserving right of ways for West 5th Street and Avenue H, and reserve easements for any public utilities that may exist.

The Quit Claim Deed, Auditor's file number 2548252, is for right of way for a corner clip at the northwest corner of the intersection of Grandridge and West 5th Street.

The two Treasurer's Deeds describe properties all over town that the City acquired in the 1930's. Treasurer Deeds are used to convey property that was foreclosed upon usually due to not paying property taxes. None of the parcels described in the deeds is adjacent to the park.

I will send you full size copies of the plats early next week. We will have one of our inspector's drop them off to you on their way through. I have highlighted parcels described in the deeds on the plats.

Please let me know if you would like us to prepare exhibit maps and legal descriptions for you use in vacating the park and adjacent right of ways.

I hope this helps.

Eric T. Herzog, PLS
HLA Engineering & Land Surveying, Inc.
2803 River Road
Yakima, WA 98902
Phone: (509) 966-7000
Fax: (509) 965-3800

From: Mike Battle
Sent: Thursday, January 28, 2016 1:55 PM
To: Anita Palacios <anitap@grandview.wa.us>