

**GRANDVIEW CITY COUNCIL
COMMITTEE-OF-THE-WHOLE
MEETING AGENDA
TUESDAY, MAY 11, 2021**



This meeting will be held in person and will also be available via teleconference. For meeting information and instructions, please contact City Hall at (509) 882-9200.

COMMITTEE-OF-THE-WHOLE MEETING – 6:00 PM

PAGE

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PUBLIC COMMENT** – At this time, the public may address the Council on any topic whether on the agenda or not, except those scheduled for public hearing.
- 4. NEW BUSINESS**
 - A. Resolution authorizing the Mayor to sign a Recreational Use Permit by and between the City of Grandview and the Grandview Neptune Rotary Swim Team for the use of the swimming pool – 2021 Swim Team Program 1-6
 - B. Resolution accepting the bid for Wine Country Road and Elm Street Resurfacing and authorizing the Mayor to sign all contract documents with Central Washington Asphalt, Inc. 7-11
 - C. Proposed Change Order No. 2 with C & R Tractor and Landscaping, Inc., for the Sanitary Sewer Trunk Main Replacement 12
 - D. Resolution authorizing the Mayor to sign a Ballot Drop Box Property Use Agreement between Yakima County and the City of Grandview 13-18
 - E. Economic Development Planning – schedule a special meeting date
- 5. OTHER BUSINESS**
- 6. ADJOURNMENT**

The City of Grandview Committee-of-the-Whole and Regular Council Meetings scheduled for Tuesday, May 11, 2021 at 6:00 pm and 7:00 pm will be held in person and will also be available via teleconference.

Please join the meeting from your computer, tablet or smartphone.

Join Zoom Meeting

<https://zoom.us/j/94253195060?pwd=NkoyZ1FYMFJ5OW5EeGlxZFNPbjVIUT09>

Meeting ID: 942 5319 5060

Passcode: 054753

To join via phone: +1 253 215 8782 US

Meeting ID: 942 5319 5060

Passcode: 054753

**CITY OF GRANDVIEW
AGENDA ITEM HISTORY/COMMENTARY
COMMITTEE-OF-THE-WHOLE MEETING**

ITEM TITLE	AGENDA NO.: New Business 4 (A)
Resolution authorizing the Mayor to sign a Recreational Use Permit by and between the City of Grandview and the Grandview Neptune Rotary Swim Team for the use of the swimming pool – 2021 Swim Team Program	AGENDA DATE: May 11, 2021
DEPARTMENT	FUNDING CERTIFICATION (City Treasurer) (If applicable)
Parks & Recreation – Aquatics	

DEPARTMENT DIRECTOR REVIEW

Gretchen Chronis, Parks & Recreation Director



CITY ADMINISTRATOR

MAYOR




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

Washington Cities Insurance Authority strongly recommends that the City enter into Recreational Use Permits between those athletic organizations that are utilizing City owned recreational facilities to conduct their respective programs.

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.

Attached is the Recreational Use Permit between the City and the Grandview Neptune Rotary Swim Team for the 2021 season. Swim Team Treasurer has reviewed and signed the agreement.

ACTION PROPOSED

Move a resolution authorizing the Mayor to sign a Recreational Use Permit by and between the City of Grandview and the Grandview Neptune Rotary Swim Team for the use of the swimming pool – 2021 Swim Team Program to a regular Council meeting for consideration.

RESOLUTION NO. 2021-_____

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN A RECREATIONAL USE PERMIT
BY AND BETWEEN THE CITY OF GRANDVIEW AND THE GRANDVIEW NEPTUNE
ROTARY SWIM TEAM FOR THE USE OF THE SWIMMING POOL –
2021 SWIM TEAM PROGRAM**

WHEREAS, the City of Grandview and the Grandview Neptune Rotary Swim Team desire to enter into a Recreational Use Permit regarding the use of the swimming pool for the 2021 Swim Team program;

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

The Mayor is hereby authorized to sign a Recreational Use Permit by and between the City of Grandview and the Grandview Neptune Rotary Swim Team for the use of the swimming pool – 2021 Swim Team program 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 _____, 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

RECREATIONAL USE PERMIT
By and Between the City of Grandview and the
Grandview Neptune Rotary Swim Team
For the Use of the Swimming Pool – 2021 Swim Team Program

This Agreement, entered into this ____ day of _____, 2021 is made and entered into by and between the City of Grandview, a municipal corporation, hereinafter referred to as “City”, and the Grandview Neptune Rotary Swim Team, a non-profit organization, hereinafter referred to as the “Swim Team”.

1. Recitals:

The City owns, operates and maintains a municipal swimming pool located within Westside Park. The City believes that the Swim Team provides an excellent social, recreational and educational experience for its participants and spectators and therefore, benefits the citizens of Grandview.

The Swim Team acknowledges its responsibility to organize, promote and conduct a competitive swimming program for the youth within the Grandview community, and the City desires to facilitate such a program;

2. Agreement:

2.1 Safety:

2.1.1 The City shall provide a certified Lifeguard on the deck at all times during practice sessions and swim meets. The Lifeguard shall have current American Red Cross Lifeguarding Certification, including CPR for the professional rescuer.

2.1.2 Swim Team shall observe all pool rules. Running and rough housing is not allowed anywhere in the facility.

2.1.3 Swim Team meets and practices must be operated in the safest manner possible. If an accident occurs, a coach must report all accidents and incidents to the Pool Management, and complete the incident/accident form.

2.1.4 If any pool equipment, pool facility component or other item related to Swim Team use or not, are damaged or found to be damaged, these must be reported to Pool Management for immediate repairs. The City reserves the right to recover costs associated with labor and repair as the result of damaged equipment and/or facility by the Swim Team.

2.1.5 Unauthorized persons are not allowed in the mechanical building, chemical storage area or the bathhouse office area.

2.1.6 Swim Team agrees to strictly comply with and strictly enforce Washington State’s Zackery Lystedt Law (RCW 28A.600.190). Any youth athlete suspected of

sustaining a concussion must be removed from swimming activity immediately and may not return until the athlete is evaluated by a licensed health care provider trained in the evaluation and management of concussions and receives written clearance to return to swim activity from that health care provider.

2.1.7 Swim Team agrees to comply with COVID-19 guidelines and recommendations of the CDC, DOH and best practices for public pools. A written copy of said guidelines shall be provided to the Parks & Recreation Director.

2.2 Scheduling:

2.2.1 Swim Team may begin use of the pool with the permission of the Parks and Recreation Director once the pool has been filled and has passed pre-season inspection by City staff. The season will end following the Mid Valley League Championships.

2.2.2. Barring inclement weather or emergency maintenance, the Swim Team shall have priority use during the following times:

- Monday through Friday from 8:00-11:00 a.m. beginning May 31, 2021.
- Up to seven mutually scheduled Home Swim Meets (6:00 p.m. start until closing for meets).
- Mutually scheduled practice times, prior to the pool opening to the general public.

2.3 Facility Maintenance:

Swim Team shall be responsible for removing all litter and belongings from the deck, locker rooms and surrounding park area immediately following each usage. The Swim Team will assign a clean-up crew to address litter in the bathhouse, on the deck and around the pool facility during and after each home meet.

2.4 Use Payment:

2.4.1 Each swim team participant will be required to pay \$50 per youth fee as outlined in Section 2.75.020 (swimming pool fees) of the Grandview Municipal Code. Once the Swim Team Roster has been finalized, the Swim Team shall submit a check to the City with proper documentation to verify the total participants for the season.

2.4.2 After July 1, 2021, the Swim Team Shall submit a letter to the City requesting the release of \$350 that has been earmarked for Swim Team Scholarships through the annual United Way of Central Washington funding.

2.5 Liability Insurance:

2.5.1 The Swim Team shall obtain and maintain a policy of liability insurance at all times during the term of this Agreement covering all activities of the Swim Team. A comprehensive general liability policy of insurance covering body injury and property damage, with respect to the use or occupancy of the swimming pool, with liability limits

not less than \$1,000,000 per occurrence shall be required. The City shall be named as additional insured on all such policies, which policies shall in addition provide that they shall not be cancelled or modified for any reason without fifteen (15) days prior written notice to the City. Swim Team shall also provide the City with a Certificate or Certificates of Liability Insurance within ten (10) days of execution of this Agreement.

2.5.2 Swim Team shall indemnify and hold harmless the City and/or its elected officials, employees, volunteers, insurers, successors and assigns from and against any and all claims, demands, causes of action, damages, suits or judgments, for deaths or injuries to persons for loss or damage of property arising from or in connection with Swim Team activities at the pool or on City property. As used in this section, the term Swim Team includes agents, servants, employees, and volunteers of the Swim Team, as well as participants, invitees and spectators at Swim Team activities occurring at the pool or on City property. In the event of any claims made or suits filed, the City shall give Swim Team prompt written notice thereof and Swim Team shall have the right to defend or settle the same to the extent of its interest hereunder. The provision applies in all events, regardless of whether or not the insurance provisions above are required or expected.

2.6 Concessions:

Under a separate Concession Agreement, the Swim Team shall be entitled to operate a concession stand during home swim meets at a site approved by the City. Swim Team shall comply with all applicable health code and permit requirements, including but not limited to food preparation, storage, sanitation and waste removal.

2.7 Community Athletic Program-Sexual Discrimination Prohibited:

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

2.8 Early Termination:

In the event it becomes necessary for either party to terminate this Agreement, the party invoking the termination shall provide the other party advanced written notice of termination at least thirty (30) days prior to the effective date of termination; provided, however, in the event of an emergency, the City may cause this Agreement to be terminated upon such date and terms reasonably required.

2.9 Termination for Cause:

If Swim Team fails to abide by the terms and conditions of this Agreement.

2.10 Entire Agreement:

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

2.11 Assignment:

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

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

City of Grandview

By: _____
Mayor Gloria Mendoza

Swim Team

By: *Richard Van Treas*
Team President or Board Member

ATTEST:

By: _____
Anita Palacios, City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

**CITY OF GRANDVIEW
AGENDA ITEM HISTORY/COMMENTARY
COMMITTEE-OF-THE-WHOLE MEETING**

ITEM TITLE	AGENDA NO.: New Business 4 (B)
Resolution accepting the bid for Wine Country Road and Elm Street Resurfacing and authorizing the Mayor to sign all contract documents with Central Washington Asphalt, Inc.	AGENDA DATE: May 11, 2021
DEPARTMENT	FUNDING CERTIFICATION (City Treasurer) (If applicable)
Public Works Department	

DEPARTMENT DIRECTOR REVIEW

City Administrator/Public Works Director Cus Arteaga

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.

Bids for the Wine Country Road and Elm Street Resurfacing were opened on April 29, 2021. A total of four (4) bids were received with Central Washington Asphalt, Inc., of Moses Lake, Washington, submitting the low bid in the amount of \$356,617.50. The low bid was approximately 1.5 percent below the City Engineer's estimate of \$362,180.00.

ACTION PROPOSED

Move a resolution accepting the bid for the Wine Country Road and Elm Street Resurfacing and authorizing the Mayor to sign all contract documents with Central Washington Asphalt, Inc., to a regular Council meeting for consideration.



May 3, 2021

City of Grandview
207 W. 2nd Street
Grandview, WA 98930

Attn: Mr. Cus Arteaga, City Administrator and Public Works Director

Re: City of Grandview
WINE COUNTRY ROAD AND ELM STREET RESURFACING
TIB Project No. 3-E-183(009)-1
HLA Project No.: 21028 and 21078
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 Thursday, April 29, 2021. A total of four (4) bids were received with the low bid of \$356,617.50, being offered by Central Washington Asphalt, Inc., of Moses Lake, Washington. This low bid is approximately one and a half (1.5) percent below the Engineer's Estimate of \$362,180.00.

We have reviewed and checked the bid proposals of all bidders and recommend the City of Grandview award a construction contract to Central Washington Asphalt, Inc., in the amount of \$356,617.50, contingent on approval of City Council. Please send us a copy of the City of Grandview Council minutes authorizing award of this project.

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

Very truly yours,

 Digitally signed by Stephen S.
Hazzard
Date: 2021.05.03 17:07:10 -07'00'

Stephen S. Hazzard, PE

SSH/asr

Enclosures

Copy: Greg Armstrong, PE, TIB (Email)
Anita Palacios, City Clerk (Email)
Rachelle Pacsuta, HLA

BID SUMMARY										BIDDER #1		BIDDER #2		BIDDER #3	
Owner: CITY OF GRANDVIEW Project: Wine Country Road and Elm Street Resurfacing HLA Project No.: 21028 / 21078 TIB Project No.: 3-E-183(009)-1 Bid Opening Date: April 29, 2021										Central Washington Asphalt, Inc. PO Box 939 Moses Lake, WA 98837		Granite Construction Company 80 Pornd Road Yakima, WA 98901		Central Paving, LLC 1410 W Dolarway Rd Ellensburg, WA 98926	
ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT		
SCHEDULE A - WINE COUNTRY ROAD RESURFACING (TIB)															
1	Minor Change	1	FA	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00		
2	Mobilization	1	LS	\$ 22,000.00	\$ 22,000.00	\$ 26,000.00	\$ 26,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 30,000.00	\$ 30,000.00		
3	Project Temporary Traffic Control	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 29,950.00	\$ 29,950.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00		
4	Unclassified Excavation Incl. Haul	30	CY	\$ 100.00	\$ 3,000.00	\$ 22.00	\$ 660.00	\$ 125.00	\$ 3,750.00	\$ 100.00	\$ 3,000.00	\$ 100.00	\$ 3,000.00		
5	Crushed Surfacing Top Course	20	TON	\$ 60.00	\$ 1,200.00	\$ 105.00	\$ 2,100.00	\$ 30.00	\$ 600.00	\$ 50.00	\$ 1,000.00	\$ 50.00	\$ 1,000.00		
6	Planing Bituminous Pavement	9600	SY	\$ 3.00	\$ 28,800.00	\$ 2.85	\$ 27,360.00	\$ 1.75	\$ 16,800.00	\$ 2.40	\$ 23,040.00	\$ 12.00	\$ 1,800.00		
7	Pavement Repair Excavation Incl. Haul	150	SY	\$ 15.00	\$ 2,250.00	\$ 16.50	\$ 2,475.00	\$ 5.000.00	\$ 5,000.00	\$ 5.000.00	\$ 5,000.00	\$ 5.000.00	\$ 5,000.00		
8	Crack Sealing	1	FA	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00		
9	Emulsified Asphalt (CSS-1)	2550	SY	\$ 1.00	\$ 2,550.00	\$ 0.75	\$ 1,912.50	\$ 1.30	\$ 3,315.00	\$ 0.80	\$ 2,040.00	\$ 0.80	\$ 2,040.00		
10	HMA for Prelevelling Cl. 3/8-Inch PG 64S-28	50	TON	\$ 90.00	\$ 4,500.00	\$ 125.00	\$ 6,250.00	\$ 141.00	\$ 7,050.00	\$ 95.00	\$ 4,750.00	\$ 95.00	\$ 4,750.00		
11	HMA Cl. 3/8-Inch PG 64S-28	1200	TON	\$ 90.00	\$ 108,000.00	\$ 81.00	\$ 97,200.00	\$ 105.00	\$ 126,000.00	\$ 95.00	\$ 114,000.00	\$ 95.00	\$ 114,000.00		
12	HMA for Pavement Repair Cl. 3/8-Inch PG 64S-28	55	TON	\$ 150.00	\$ 8,250.00	\$ 150.00	\$ 8,250.00	\$ 105.00	\$ 5,775.00	\$ 150.00	\$ 8,250.00	\$ 150.00	\$ 8,250.00		
13	Adjust Manhole	2	EA	\$ 700.00	\$ 1,400.00	\$ 775.00	\$ 1,550.00	\$ 950.00	\$ 1,900.00	\$ 800.00	\$ 1,600.00	\$ 800.00	\$ 1,600.00		
14	Cement Conc. Traffic Curb and Gutter	90	LF	\$ 50.00	\$ 4,500.00	\$ 50.00	\$ 4,500.00	\$ 75.00	\$ 6,750.00	\$ 78.75	\$ 7,087.50	\$ 78.75	\$ 7,087.50		
15	Cement Conc. Curb Ramp	5	EA	\$ 2,000.00	\$ 10,000.00	\$ 3,700.00	\$ 18,500.00	\$ 2,500.00	\$ 12,500.00	\$ 2,100.00	\$ 10,500.00	\$ 2,100.00	\$ 10,500.00		
16	Traffic Loops, Complete	1	LS	\$ 12,000.00	\$ 12,000.00	\$ 20,000.00	\$ 20,000.00	\$ 8,200.00	\$ 8,200.00	\$ 19,740.00	\$ 19,740.00	\$ 19,740.00	\$ 19,740.00		
17	Pavement Markings	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 6,000.00	\$ 6,000.00	\$ 5,400.00	\$ 5,400.00	\$ 9,003.75	\$ 9,003.75	\$ 9,003.75	\$ 9,003.75		
				SCHEDULE A TOTAL		\$ 263,450.00		\$ 267,707.50		\$ 265,040.00		\$ 270,811.25			
ADDITIVE SCHEDULE B - ELM STREET FROM SECOND STREET TO THIRD STREET (Local)															
18	Minor Change	1	FA	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00		
19	Mobilization	1	LS	\$ 4,000.00	\$ 4,000.00	\$ 2,500.00	\$ 2,500.00	\$ 1,250.00	\$ 1,250.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00		
20	Project Temporary Traffic Control	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 1,600.00	\$ 1,600.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00		
21	Planing Bituminous Pavement	780	SY	\$ 3.00	\$ 2,340.00	\$ 7.00	\$ 5,460.00	\$ 3.00	\$ 2,340.00	\$ 6.00	\$ 4,680.00	\$ 6.00	\$ 4,680.00		
22	HMA for Prelevelling Cl. 3/8-Inch PG 64S-28	40	TON	\$ 120.00	\$ 4,800.00	\$ 125.00	\$ 5,000.00	\$ 141.00	\$ 5,640.00	\$ 150.00	\$ 6,000.00	\$ 150.00	\$ 6,000.00		
23	HMA Cl. 3/8-Inch PG 64S-28	240	TON	\$ 90.00	\$ 21,600.00	\$ 81.00	\$ 19,440.00	\$ 113.00	\$ 27,120.00	\$ 100.00	\$ 24,000.00	\$ 100.00	\$ 24,000.00		
24	Adjust Manhole	1	EA	\$ 700.00	\$ 700.00	\$ 775.00	\$ 775.00	\$ 950.00	\$ 950.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00		
25	Adjust Valve Box	5	EA	\$ 600.00	\$ 3,000.00	\$ 575.00	\$ 2,875.00	\$ 675.00	\$ 3,375.00	\$ 600.00	\$ 3,000.00	\$ 600.00	\$ 3,000.00		
26	Pavement Markings	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 550.00	\$ 550.00	\$ 500.00	\$ 500.00	\$ 1,123.50	\$ 1,123.50	\$ 1,123.50	\$ 1,123.50		
				ADDITIVE SCHEDULE B TOTAL		\$ 50,940.00		\$ 44,100.00		\$ 45,276.00		\$ 46,103.50			

BID SUMMARY		BIDDER #1		BIDDER #2		BIDDER #3	
Owner: CITY OF GRANDVIEW		Central Washington Asphalt, Inc.		Granite Construction Company		Central Paving, LLC	
Project: Wine Country Road and Elm Street Resurfacing		PO Box 939		80 Pond Road		1410 W Dolarway Rd	
HLA Project No.: 21028 / 21078		Moses Lake, WA 98837		Yakima, WA 98901		Ellensburg, WA 98926	
Bid Opening Date: April 29, 2021							
TIB Project No.: 3-E-183(009)-1							
ENGINEER'S ESTIMATE							
ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT

ADDITIVE SCHEDULE C - ELM STREET FROM THIRD STREET TO FOURTH STREET (Local)							
27	Minor Change	1	FA	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
28	Mobilization	1	LS	\$ 4,000.00	\$ 4,000.00	\$ 2,500.00	\$ 2,500.00
29	Project Temporary Traffic Control	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 4,200.00	\$ 4,200.00
30	Planting Bituminous Pavement	830	SY	\$ 3.00	\$ 2,490.00	\$ 7.00	\$ 5,810.00
31	HMA for Preleveling Cl. 3/8-Inch PG 64S-28	45	TON	\$ 120.00	\$ 5,400.00	\$ 125.00	\$ 5,625.00
32	HMA Cl. 3/8-Inch PG 64S-28	250	TON	\$ 90.00	\$ 22,500.00	\$ 81.00	\$ 20,250.00
33	Adjust Manhole	1	EA	\$ 700.00	\$ 700.00	\$ 775.00	\$ 775.00
34	Adjust Valve Box	2	EA	\$ 600.00	\$ 1,200.00	\$ 575.00	\$ 1,150.00
35	Monument Case and Cover	2	EA	\$ 1,500.00	\$ 3,000.00	\$ 850.00	\$ 1,700.00
36	Pavement Markings	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 300.00	\$ 300.00
ADDITIVE SCHEDULE C TOTAL				\$ 47,790.00	\$ 47,790.00	\$ 44,810.00	\$ 44,810.00
SCHEDULES A AND B TOTAL				\$ 314,390.00	\$ 314,390.00	\$ 311,807.50	\$ 311,807.50
SCHEDULES A, B, AND C TOTAL				\$ 362,180.00	\$ 362,180.00	\$ 356,617.50	\$ 356,617.50

ENGINEER'S REPORT		ADDITIONAL BID TOTALS	
Competitive bids were opened on April 29, 2021. All bids have been reviewed by this office. We recommend the contract be awarded to: Central Washington Asphalt, Inc.		BID TOTAL	
Digitally signed by Stephen S. Hazzard Date: 2021.04.29 17:11:59 -07'00'		American Rock Products, Inc.	
Project Engineer			
*Bid results can be found at: www.Hlacivil.com			
		*Highlighted amounts have been corrected.	

RESOLUTION NO. 2021-_____

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
ACCEPTING THE BID FOR THE WINE COUNTRY ROAD AND ELM STREET
RESURFACING AND AUTHORIZING THE MAYOR TO SIGN ALL CONTRACT
DOCUMENTS WITH CENTRAL WASHINGTON ASPHALT, INC.**

WHEREAS, the City of Grandview has advertised for bids for the Wine Country Road and Elm Street Resurfacing; and,

WHEREAS, Central Washington Asphalt, Inc., of Moses Lake, Washington, has submitted the lowest responsible bid, 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 Central Washington Asphalt, Inc., for the Wine Country Road and Elm Street Resurfacing in the amount of \$356,617.50.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on _____, 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

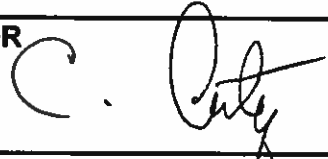

CITY ATTORNEY

**CITY OF GRANDVIEW
AGENDA ITEM HISTORY/COMMENTARY
COMMITTEE-OF-THE-WHOLE MEETING**

ITEM TITLE Proposed Change Order No. 2 with C & R Tractor and Landscaping, Inc., for the Sanitary Sewer Trunk Main Replacement	AGENDA NO.: New Business 4 (C) AGENDA DATE: May 11, 2021
DEPARTMENT Public Works Department	FUNDING CERTIFICATION (City Treasurer) (If applicable)

DEPARTMENT HEAD REVIEW

Cus Arteaga, City Administrator/Public Works Director

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

The City has contracted with C & R Tractor and Landscaping, Inc., as the contractor for the Sanitary Sewer Replacement.

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 Sanitary Sewer Trunk Main Replacement project has required significant rock excavation during pipe installation. Breaks in the existing sewer line, though expected, have caused significant delay to the construction of project. The contractor has experience at least 9 breaks to the existing sewer line. Several breaks have taken more than one day to repair. The contractor has also been delayed by underground unlocated irrigation lines causing further delay.

The contractor has submitted a claim for rock excavation and related delay and proposes a unit price for rock excavation which would equate to an additional \$70,000 above the \$50,000 previously approved by Council. In discussions with HLA Engineering, staff proposes adding an additional 30 working days to the project and approving an additional \$70,000 toward rock excavation. The 30 additional working days will require an amendment of HLA's contract in the amount of \$75,000 for Construction Services.

At bid, the project was approximately \$700,000 below budget. With the additional costs mentioned above and close-out of the current project, there is expected to be approximately \$500,000 balance in project funding. In discussions with the Department of Ecology on May 5, 2021, Ecology would agree to expend the remaining funding on a closely related project. From our previous investigations, we know there is additional sewer main on West Fifth Street that is in dire need of replacement (similar to the current project).


ACTION PROPOSED

Staff recommends Council consider a second project to use the remaining balance of funds.

**CITY OF GRANDVIEW
AGENDA ITEM HISTORY/COMMENTARY
COMMITTEE-OF-THE-WHOLE MEETING**

ITEM TITLE Resolution authorizing the Mayor to sign a Ballot Drop Box Property Use Agreement between the City of Grandview and Yakima County	AGENDA NO.: New Business 4 (D) AGENDA DATE: May 11, 2021
DEPARTMENT City Clerk – Elections	FUNDING CERTIFICATION (City Treasurer) (If applicable)

DEPARTMENT DIRECTOR REVIEW

Anita Palacios, City Clerk 

CITY ADMINISTRATOR  **MAYOR** 

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

In the past, Yakima County Elections has placed a temporary ballot drop box in the City Hall lobby during election periods.

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.

Prior to the fall election cycle of 2021, seven (7) permanent outdoor ballot boxes are scheduled for delivery and proposed for installation in key areas of Yakima County; specifically, the Cities of Grandview, Granger, Moxee, Tieton, Toppenish, Zillah and the Town of Harrah. The estimated cost for purchase and installation of a 24/7 permanent ballot box shall be considered a general operating election cost to be shared proportionately amongst all districts, including the State and Yakima County. The estimate of total shared proportionate cost for the City of Grandview is \$209.11.

The installation of a permanent outdoor ballot drop box would expand access to voters and would facilitate and encourage public interest in election participation. The permanent ballot drop box will be installed outside Grandview City Hall. Attached is a Ballot Drop Box Property Use Agreement with Yakima County for Council consideration.

ACTION PROPOSED

Move a resolution authorizing the Mayor to sign a Ballot Drop Box Property Use Agreement between the City of Grandview and Yakima County to a regular Council meeting for consideration.



City of Grandview, Granger, Moxee, Tieton, Toppenish, Zillah, and Town of Harrah revised partnership for a permanent outdoor ballot drop box for 2021 fall election cycle installation

proposed revised partnership

By providing a well-recognized and secure location for the installation of a permanent ballot drop box, a revised partnership between the Yakima County Auditor's Office, Election Division and the City of Selah is proposed. The installation of a permanent outdoor ballot drop box would expand access to voters and would facilitate and encourage public interest in electoral participation.

the law

RCW 29A.40.170 Ballot drop boxes.

(1) The county auditor must prevent overflow of each ballot drop box to allow a voter to deposit his or her ballot securely. Ballots must be removed from a ballot drop box by at least two people, with a record kept of the date and time ballots were removed, and the names of people removing them. Ballots from drop boxes must be returned to the counting center in secured transport containers. A copy of the record must be placed in the container, and one copy must be transported with the ballots to the counting center, where the seal number must be verified by the county auditor or a designated representative. All ballot drop boxes must be secured at 8:00 p.m. on the day of the primary, special election, or general election.

(2) The county auditor must establish a minimum of one ballot drop box per fifteen thousand registered voters in the county and a minimum of one ballot drop box in each city, town, and census-designated place in the county with a post office.

(3) At the request of a federally recognized Indian tribe with a reservation in the county, the county auditor must establish at least one ballot drop box on the Indian reservation on a site selected by the tribe that is accessible to the county auditor by a public road.

(4) A federally recognized Indian tribe may designate at least one building as a ballot pickup and collection location at no cost to the tribe. The designated building must be accessible to the county auditor by a public road. The county auditor of the county in which the building is located must collect ballots from that location in compliance with the procedures in subsection (1) of this section.

style of ballot drop box

The ballot drop box for the proposed location measures 12" W x 24" L x 36" H and weighs approximately 300 pounds. It is estimated to accommodate slightly over 1,000 returned ballots.

It is similar in style to the photo below that is currently installed in White Swan at Fire District No. 5.



proposed box location

Upon mutual agreement between Yakima County and City Hall, the City shall select the area for placement that does not hinder City Hall operations while providing unhindered access for ballot return.

estimated cost for purchase and installation of 247 boxes for cities

Prior to the fall election cycle of 2021, seven (7) permanent ballot boxes are scheduled for delivery and proposed for installation in key areas of the county; specifically, the Cities of Grandview, Granger, Moxee, Tieton, Toppenish, Zillah, and the Town of Harrah.

The quote received, shipping included is \$10,226.17.

During the first quarter of 2021, five (5) permanent ballot boxes were installed in the following cities at a cost of \$7,375.96: Selah, Mabton, Union Gap, Wapato, and the Town of Naches. A final rounded total cost of \$18,000 is well under our original estimation of \$25,000.

This cost shall be considered a general operating election cost to be shared proportionately amongst all districts, including the State and County.

Estimate of total shared proportionate cost for cities proposed:

City of Grandview	\$ 209.11
City of Granger	\$ 64.62
Town of Harrah	\$ 15.40
City of Moxee	\$ 12.91
City of Tieton	\$ 27.50
City of Toppenish	\$ 171.94
City of Zillah	\$ 91.80

Washington State	\$6,899.73
Yakima County	\$6,899.73
City of Grandview	\$ 209.11
City of Granger	\$ 64.62
Town of Harrah	\$ 15.40
City of Mabton	\$ 38.15
City of Moxee	\$ 12.91
Town of Naches	\$ 29.61
City of Selah	\$ 253.47
City of Sunnyside	\$ 294.11
City of Tieton	\$ 27.50
City of Toppenish	\$ 171.94
City of Union Gap	\$ 161.13
City of Wapato	\$ 92.88
City of Yakima	\$2,562.73
City of Zillah	\$ 91.80
Union Gap School District No. 2	\$ 92.02
Naches Valley School District No. Jt3	\$ 315.94
Yakima School District No. 7	\$1,935.18
Wahluke School District No. 73	\$ 0.54
East Valley School District No. 90	\$ 608.05
Selah School District No. 119	\$ 693.47
Mabton School District No. 120	\$ 65.33
Grandview School District No. 200	\$ 314.80
Sunnyside School District No. 201	\$ 501.00
Toppenish School District No. 202	\$ 307.89
Highland School District No. 203	\$ 164.75
Bickleton School District No. 203	\$ 1.13
Granger School District No. 204	\$ 130.28
Zillah School District No. 205	\$ 160.32
Wapato School District No. 207	\$ 314.86
West Valey School District No. 208	\$1,187.56
Mount Adams School District No. 209	\$ 106.61
Fire Protection District No. 1	\$ 127.95
Fire Protection District No. 2	\$ 458.91
Fire Protection District No. 3	\$ 52.03
Fire Protection District No. 4	\$ 611.77
Fire Protection District No. 5	\$ 912.10
Fire Protection District No. 6	\$ 149.35
Fire Protection District No. 7	\$ 3.08
Fire Protection District No. 9	\$ 47.66
Fire Protection District No. 10	\$ 23.45
Fire Protection District No. 11	\$ 17.94
Fire Protection District No. 12	\$ 462.10
Fire Protection District No. 14	\$ 39.77
Port of Grandview	\$ 329.99
Port of Sunnyside	\$ 519.27
Cowiche Sewer District	\$ 6.75
Terrace Heights Sewer District	\$ 263.31

RESOLUTION NO. 2021-_____

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN A BALLOT DROP BOX PROPERTY USE
AGREEMENT BETWEEN THE CITY OF GRANDVIEW AND YAKIMA COUNTY**

WHEREAS, the City Council desires to enter into a Ballot Drop Box Property Use Agreement with Yakima County to make available a permanent ballot drop box to be located outside Grandview City Hall; and

WHEREAS, it is in the best interest of the general public that a permanent ballot drop box be located at the Grandview City Hall so as to facilitate and encourage public interest in electoral participation by local residents;

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 Ballot Drop Box Property Use Agreement between the City of Grandview and Yakima County in the form as is attached hereto and incorporated herein by reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting _____, 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



Charles R. Ross
Yakima County Auditor

Elections Division

Kathy A Fisher, Manager

128 N 2nd St Rm 117; Yakima WA 98901

PO Box 12570; Yakima WA 98909

509.574.1340

1.800.833.0569

ivote@co.yakima.wa.us

www.yakimacounty.us/vote

Ballot drop box property use agreement

This ballot drop box property use agreement is made and entered between **Yakima County**, a municipal corporation and political subdivision of the state of Washington and the **City of Grandview**.

Both parties desire to make available a permanent ballot drop box to be located outside Grandview City Hall at 207 West Second St, Grandview WA 98930.

Yakima County and the City of Grandview agree that it is in their mutual interest and in the best interest of the general public that a permanent ballot drop box be located at the property mentioned above so as to facilitate and encourage public interest in electoral participation by local residents and hereby agree as follows:

Agreement

This agreement supersedes any and all active agreements between Yakima County and the City of Grandview with respect to ballot drop boxes.

Grant of Use Right. The City of Grandview grants Yakima County the right to use the subject property and premises upon the terms, covenants and conditions set forth in this agreement.

General Use Period. This agreement shall commence on or about May 1, 2021 and is subject to termination as provided below.

Active Use Period. The Active Use Period is defined as the period of time during which registered voters begin receiving ballots for an election that is being conducted in the immediate geographical vicinity and concludes promptly at 8:00:00 pm on Election Day.

Delivery of Use; Acceptance. Yakima County shall be entitled to use the subject property and premises as of the effective date. Yakima County has inspected the premises and has determined to its complete satisfaction the same are suitable for the ballot drop box.

Use of Subject Property and Premises; Change of Location/Removal.

Permitted Uses. Yakima County shall use the subject property and premises for the sole purposes of installing, using, maintaining or removing the ballot drop box and for no other uses or purposes without prior written consent.

Prohibited Uses. Yakima County shall not use the subject property or premises in violation of any statute, rule, ordinance, permit, order, regulation or code in effect and applicable to any part thereof, nor shall it do or suffer to be done in or about the subject property or premises, or bring into, keep, or suffer to be brought into or kept in or about the subject property or premises, anything that may constitute a waste, hazard, nuisance or unreasonable annoyance.

Change of Location/Removal. If it is determined that the ballot drop box is no longer compatible with its use and occupancy of the subject property, it may require Yakima County to move the drop box to a newly-designated location.

If the City of Grandview makes such a determination, it must notify Yakima County by at least January 1 of the election year in question and provide a mutually agreeable alternative location within the City of Grandview for placing the drop box. Either party may also agree to terminate this agreement altogether, by giving advance written notice to the other party. If such notice is given by the City of Grandview, it must be delivered to Yakima County by not later than January 1 of the election year in question.

Yakima County's Responsibilities. In addition to any other responsibilities expressly set forth in this agreement, Yakima County agrees to:

Delivery. Deliver the ballot drop box to the location specified by the City of Grandview.

Maintenance. Maintain the ballot drop box throughout the use period in good repair and in a neat, clean, safe, sanitary and graffiti-free condition. If the ballot drop box is breached, damaged, vandalized or defaced in any way, Yakima County shall re-secure, repair or replace the ballot drop box as soon as practicable after receiving notice thereof.

Public Access. Open the ballot drop box prior to the first day of the Active Use Period and provide the City of Grandview with written procedures and supplies for their role as principal-agent in closing the ballot box at the conclusion of the Active Use Period.

City of Grandview Responsibilities. In addition to any other responsibilities expressly set forth in this agreement, the City of Grandview agrees to:

Installation. Install the ballot drop box in good and workmanlike manner in accordance with the manufacturer's specifications, City standards, regulations, and ordinances. The City of Grandview may, upon mutual agreement between Yakima County and the City of Grandview, request that Yakima County install the ballot drop box at the specified location.

Principal-Agent Relationship. Act as an agent of the county auditor's office with respect to ballot collection and adhere to all laws, policies and procedures governing such activity. In the interest of nonpartisanship and transparency, the clerk or other town official who is not elected by the people shall serve in the agent capacity, and agrees to promptly close the ballot drop box at 8:00:00 p.m. on Election Day according to law and procedures provided by Yakima County Elections.

Exercise Due Care. Exercise due care and caution with respect to the ballot drop box while conducting its business operations in and about the subject property and shall, at its sole cost and expense, repair any and all damage to the ballot drop box caused by the negligent or willful conduct of its elected or appointed officials, contractors, servants, agents or employees.

Notification. Notify Yakima County immediately when: (a) the ballot drop box has been breached, damaged, vandalized or defaced in any way; and/or (b) any threat is made with respect to the ballot drop box.

Public Access. Ensure the general public has reasonable access to the ballot drop box twenty-four (24) hours per day, seven (7) days per week during the Active Use Period for purposes of casting election ballots.

SIGNED AND DATED this _____ day of _____, 2021.

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

Gloria Mendoza
Mayor
City of Grandview