

**GRANDVIEW CITY COUNCIL
COMMITTEE-OF-THE-WHOLE
MEETING AGENDA
TUESDAY, APRIL 12, 2022**



PLEASE NOTE: The maximum occupancy of the Council Chambers is 49 individuals at one time. Access to exits must be kept clear to ensure everyone in the Chambers can safely exit in the event of an emergency.

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. If you would like to address the Council, please step up to the microphone and give your name and address for the record. Your comments will be limited to three minutes.
- 4. NEW BUSINESS**
 - A. Housing Action Plan – Byron Gumz, YVCOG Land Use Planning Manager 1-36
 - B. Resolution authorizing the Mayor to sign an Interlocal Cooperative Agreement between Energy Northwest and the City of Grandview, Washington for lease of land and procurement, installation and maintenance of an electric vehicle charging station 37-51
 - C. Resolution approving Task Order No. 2022-01 with HLA Engineering and Land Surveying, Inc., for the Pappy’s Landing Phase 1 Development – Construction Services 52-55
 - D. Ordinance amending the 2022 Annual Budget 56-61
 - E. Resolution approving the final plat of Grandridge Estates – Phase 9 located on Grandridge Road 62-67
 - F. Resolution approving Task Order No. 2019-06 Amendment No. 3 with HLA Engineering and Land Surveying, Inc., for the Sanitary Sewer Trunk Main Replacement 68-71
 - G. Resolution accepting the bid for the Municipal Pool Repainting and authorizing the Mayor to sign all contract documents with Columbia Industrial Coatings, LLC 72-75
 - H. 2022 Budget Postponements 76-78
 - I. COVID-19 Vaccine Mandate – Councilmember Everett – tabled from October 26, 2021 Committee-of-the-Whole Meeting 79-87
- 5. OTHER BUSINESS**
- 6. ADJOURNMENT**

The City of Grandview Committee-of-the-Whole and Regular Council Meetings scheduled for Tuesday, April 12, 2022 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://us06web.zoom.us/j/81677473115?pwd=NXJ0NzlsTmUvWTdjUmJiQ1RwbElhUT09>

Meeting ID: 816 7747 3115

Passcode: 912842

To join via phone: +1-253-215-8782

Meeting ID: 816 7747 3115

Passcode: 912842

Anita Palacios

From: Byron Gumz <byron.gumz@YVCOG.org>
Sent: Thursday, April 7, 2022 4:43 PM
To: Anita Palacios
Subject: City of Grandview HAP Presentation_7april.pptx
Attachments: City of Grandview HAP Presentation_7april.pptx

CAUTION: External Email

Good afternoon Anita,

Here is the PowerPoint presentation I've put together for council next Tuesday. Please let me know if you have any questions.

Sincerely,

Byron

Byron J. Gumz
Land Use Planning Manager
Direct: (509) 759-7994
Office: (509) 574-1550, ext. 107
Email: byron.gumz@yvcog.org



City of Grandview

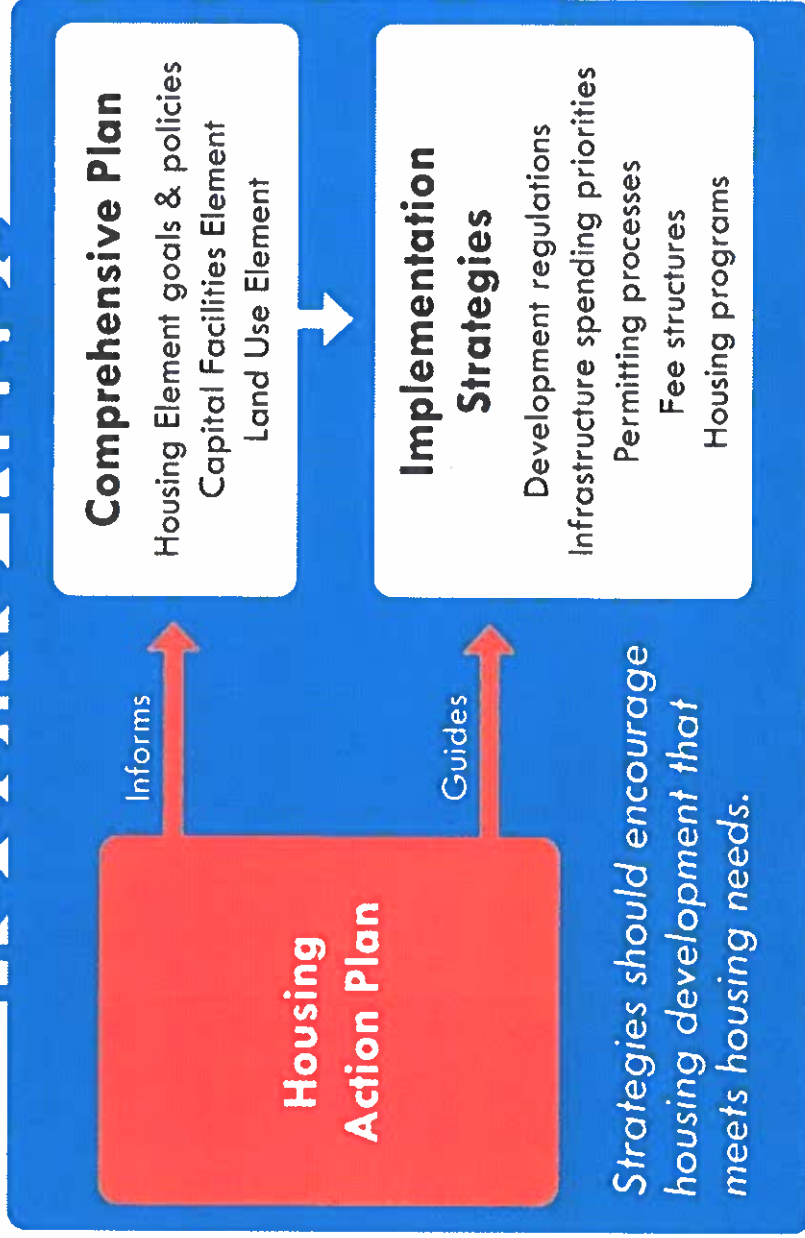
Housing Action Plan

YVCOG

What is a Housing Action Plan?

- A Housing Action Plan (HAP) defines strategies and implementing actions that promote greater housing diversity, affordability, and access to opportunity for residents of all income levels.
- It's a review of policies, programs, and regulations that shape housing development.
- Once the plan is adopted by the City Council, it is the implementation of the plan that creates changes in policy and code.

HOUSING NEEDS



There is a process to creating a HAP

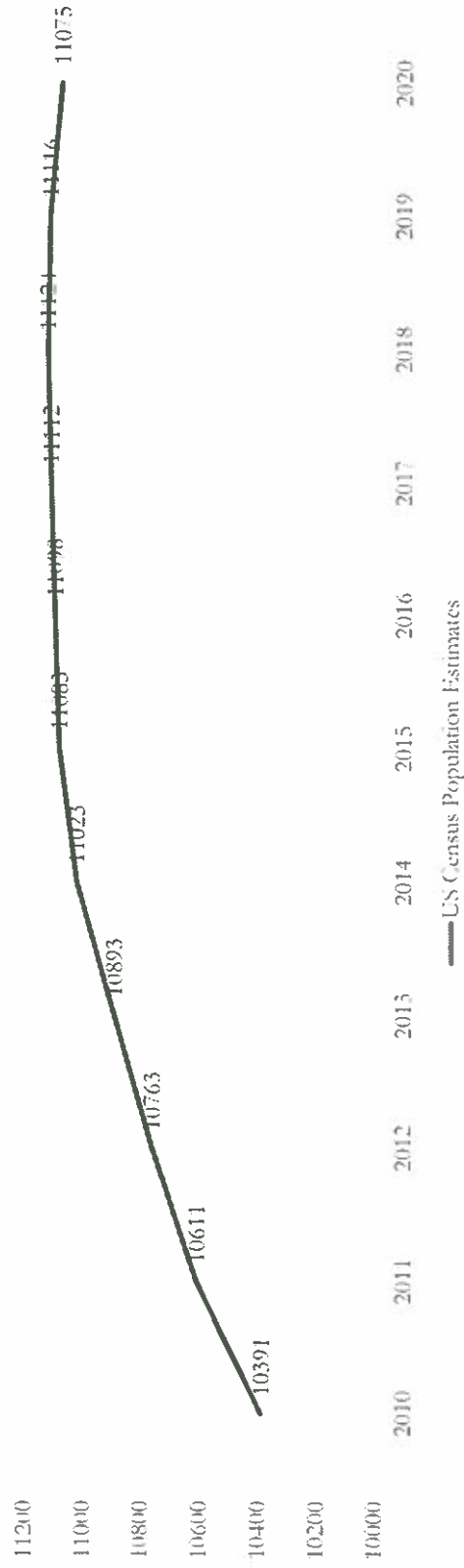
- Step One: Housing Needs Assessment
 - Where we are now:
- Step Two: Housing Action Plan
 - Public engagement
 - Review of local housing policies
 - Review recommended strategies
 - Develop implementation and monitoring program
 - Adopt the plan
 - Implement the plan

Housing Needs Assessment

- Housing Needs Assessment Components
 - Community Profile – housing needs of current residents
 - Workforce Profile – do workers lack housing in Grandview
 - Housing Inventory – description of housing stock
 - Gap Analysis – are housing needs and housing stock aligned
 - Land Capacity Analysis – does the community have enough developable land

Total Population

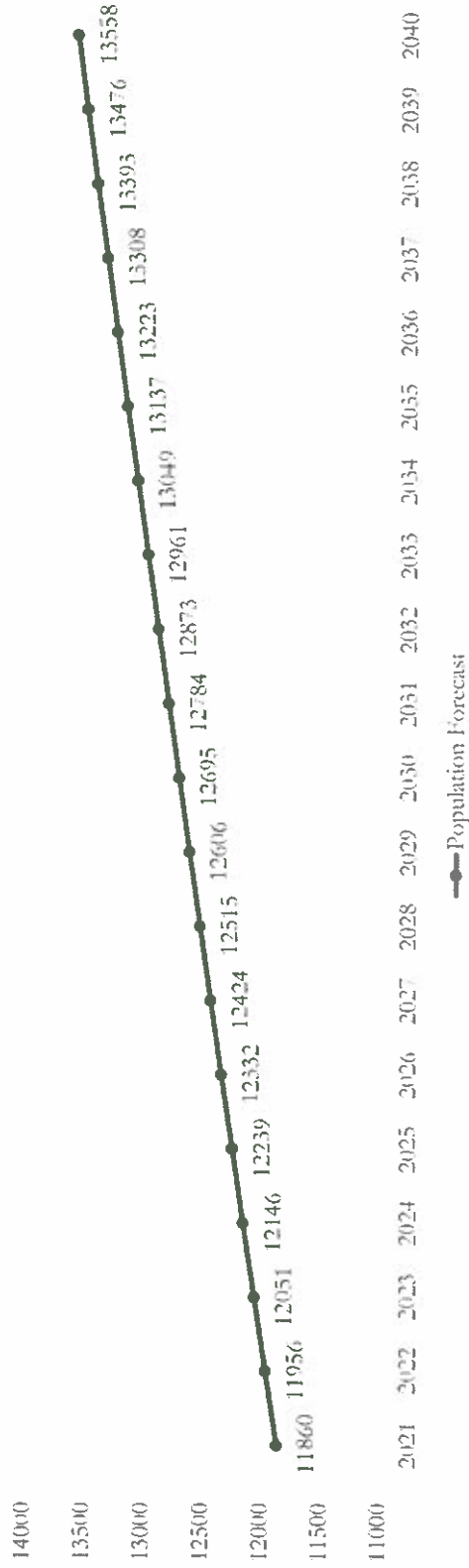
US Census Population Estimates



Source: US Census Bureau

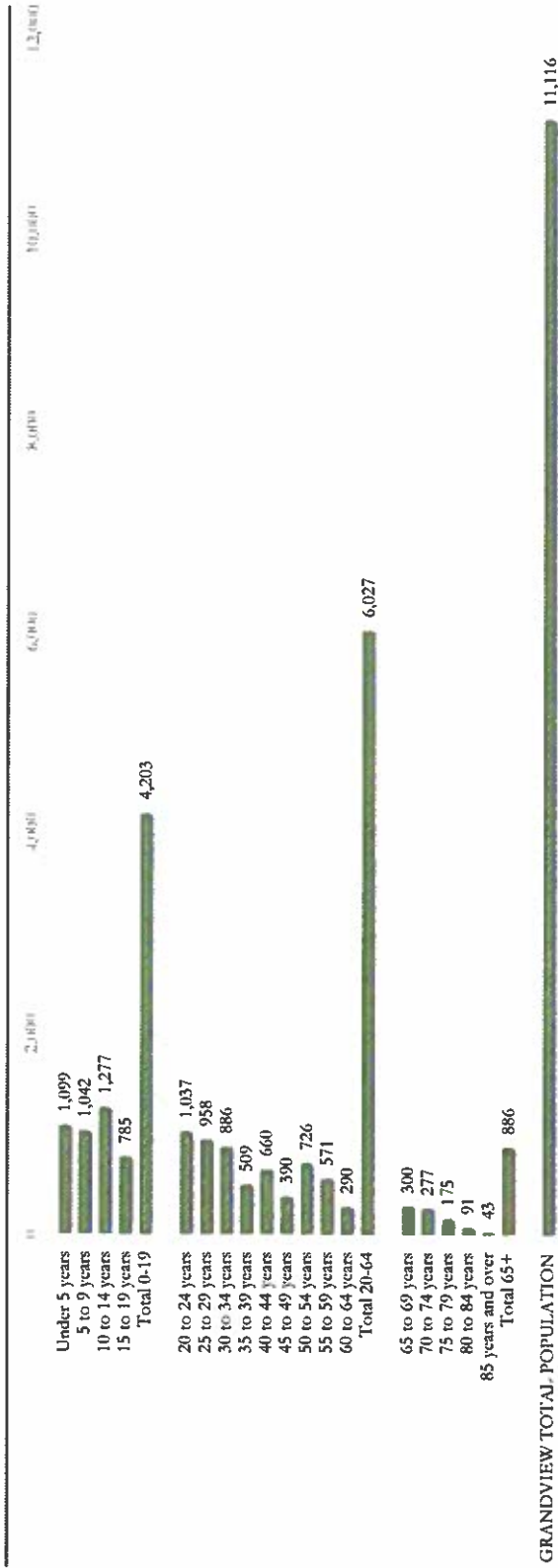
Projected Population Growth

Population Forecast



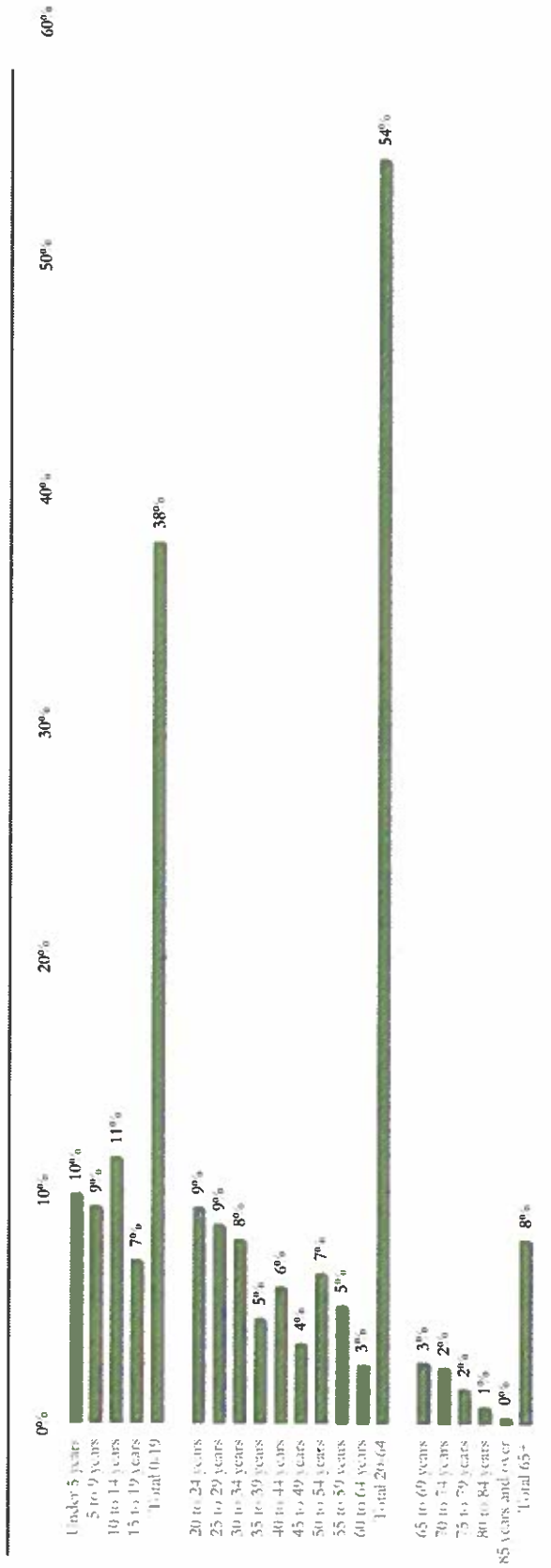
Source: Office Financial Management (OFM) and Yakima County

Estimation of Population by Age Group (Numbers)



Source: US Census Bureau

Estimation of Population by Age Group (Percentage)



Source: US Census Bureau

Total Households

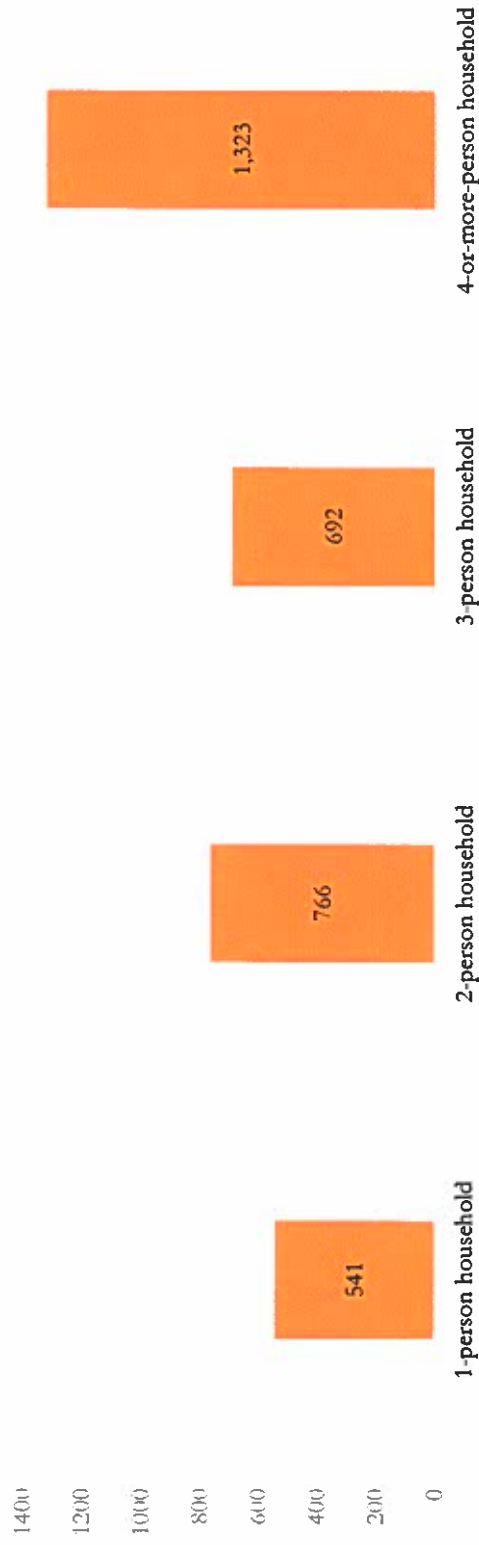
Own vs. Rent



Source: US Census Bureau / HUD

Household Size

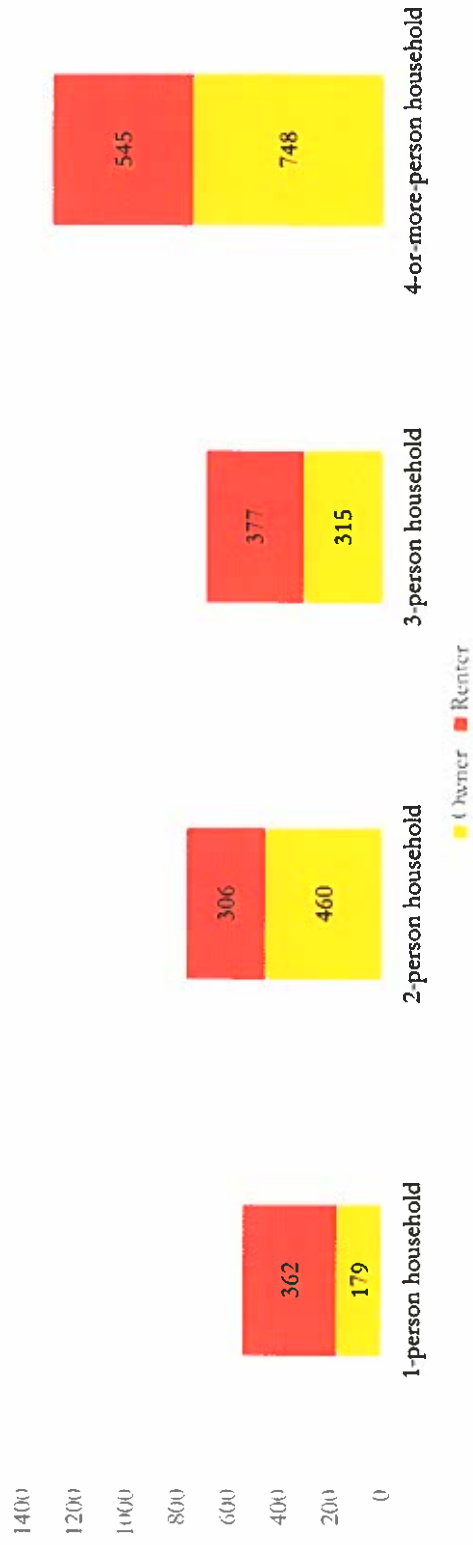
Number of People per Household



Source: US Census Bureau

Household Size

Rent vs. Own



Source: US Census Bureau

Number of Bedrooms per Home

Housing Inventory by Bedrooms - Grandview



Source: US Census Bureau

Household Size/Occupancy Characteristics

Initial Takeaways

- Average Household Size is 3.39
- There is a need to create ownership opportunities
- More than 90% of households have 1 or less occupant per room
 - Good sign of no overcrowding
- 49% of households have children under 18 living there
 - Young families

Source: US Census Bureau

GAP Analysis

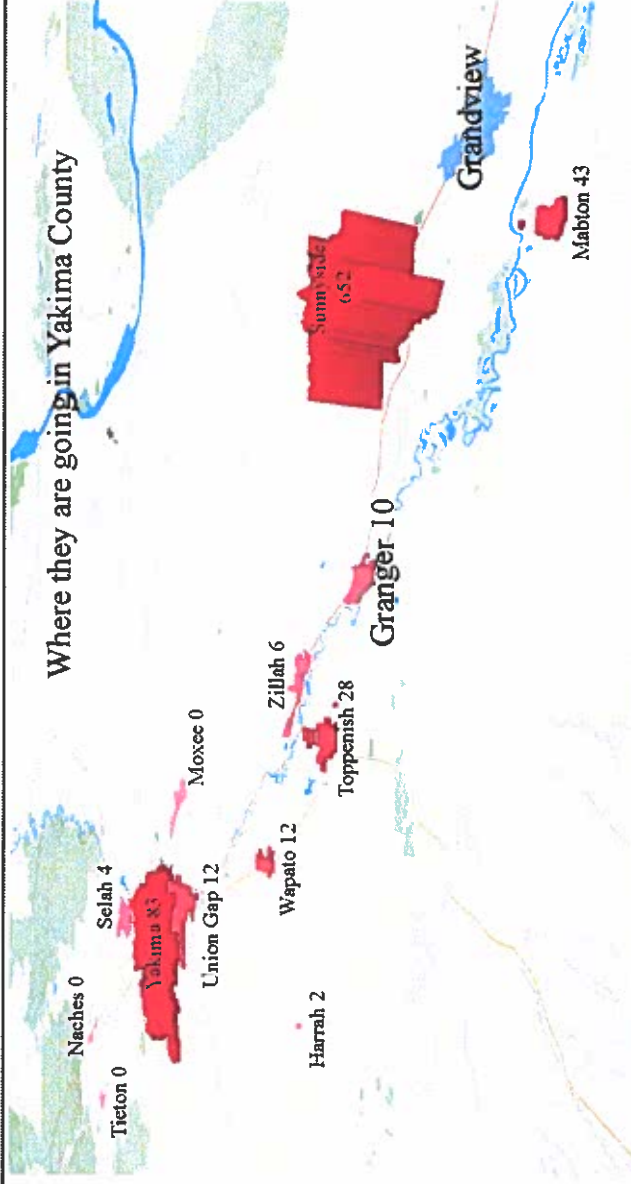
- Projected need for housing
- 13,558 projected population – 11,075 estimated current population
- 2,483 new residents in Grandview ÷ 3.39 Average household size
- 733 new homes needed within the next 20 years

GAP Analysis

- 733 new homes needed within the next 20 years
- Data shows that 137 housing units were built between 2010 and 2020
- Average of 13.7 per year
- $13.7 \times 20 \text{ years} = 274$
- $733 - 274 = \mathbf{479}$ additional homes needed
- Housing is not projected to keep up with population growth; however, current construction activity is significant, and will be included in the final analysis.

Workforce Profile Analysis

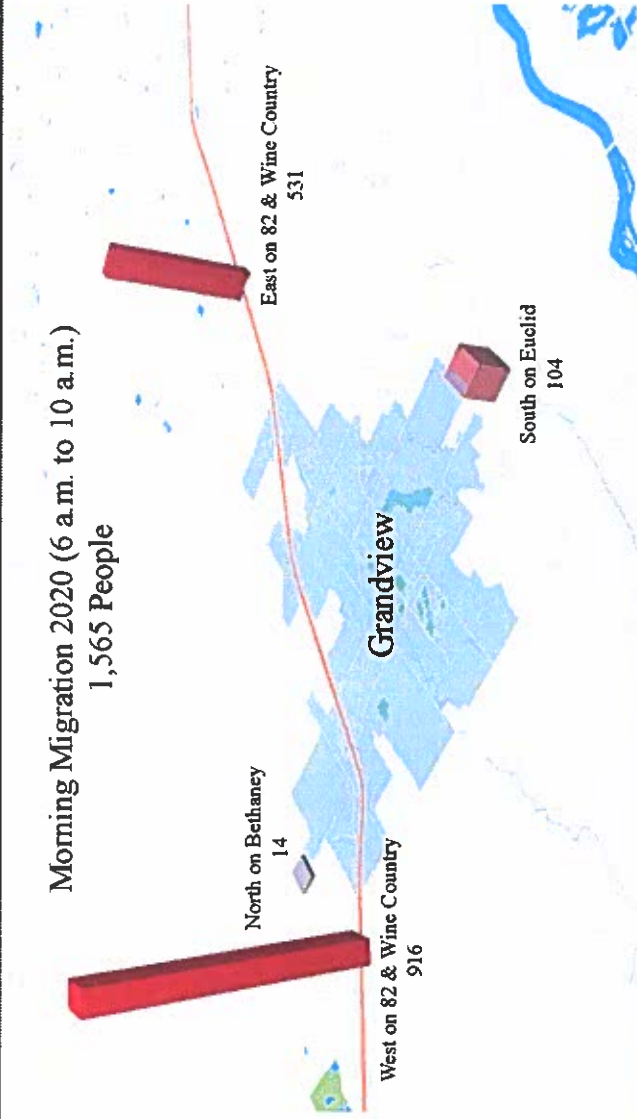
Commuting from Grandview



Source: Streetlight

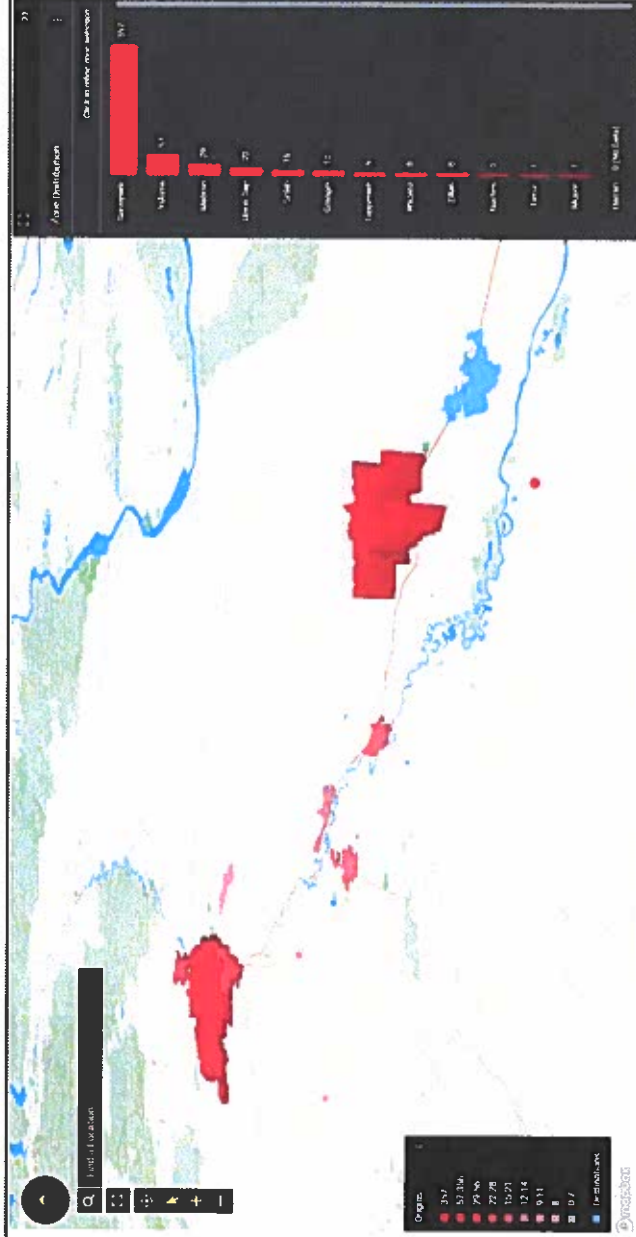
Workforce Profile Analysis

Commuting from Grandview



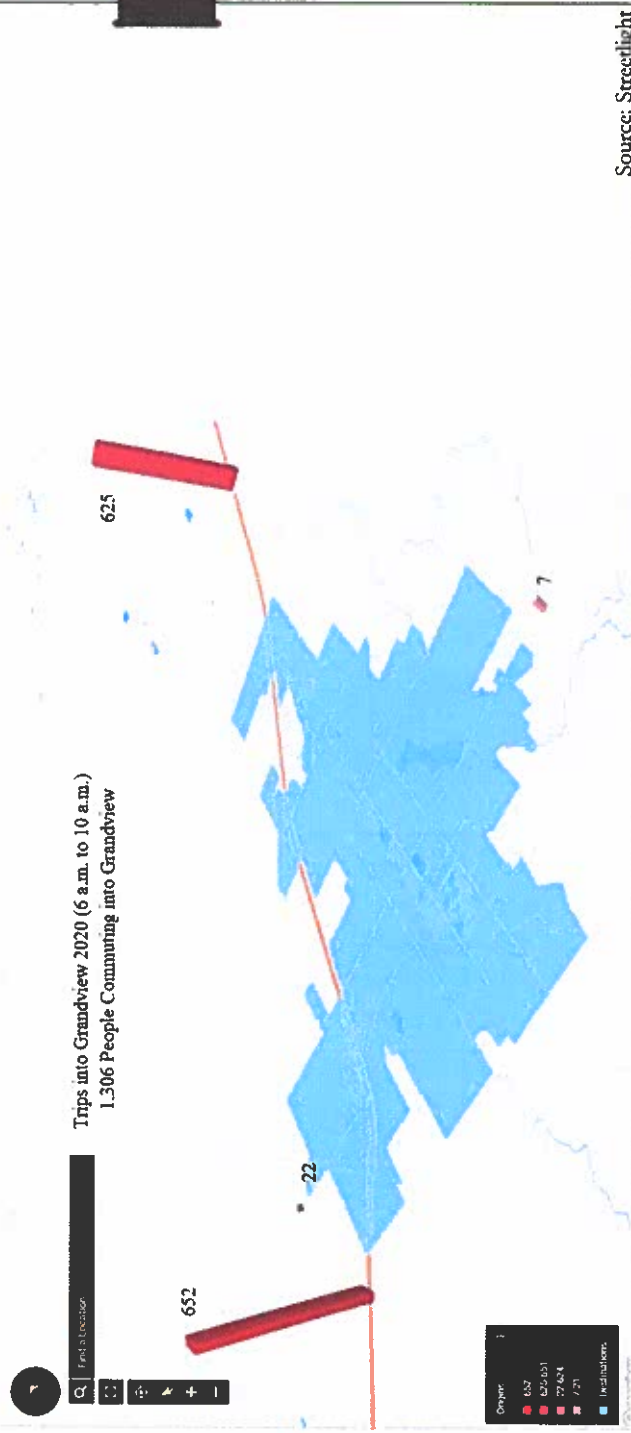
Source: Streetlight

Workforce Profile Analysis Commuting to Grandview

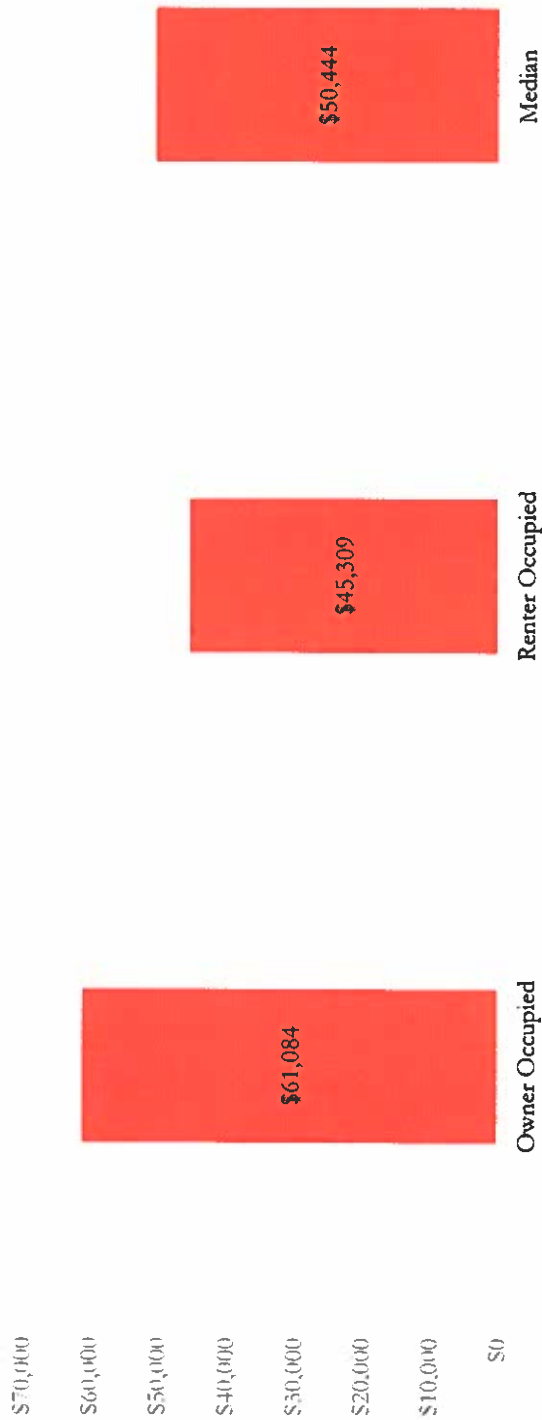


Source: Streetlight

Workforce Profile Analysis Commuting to Grandview

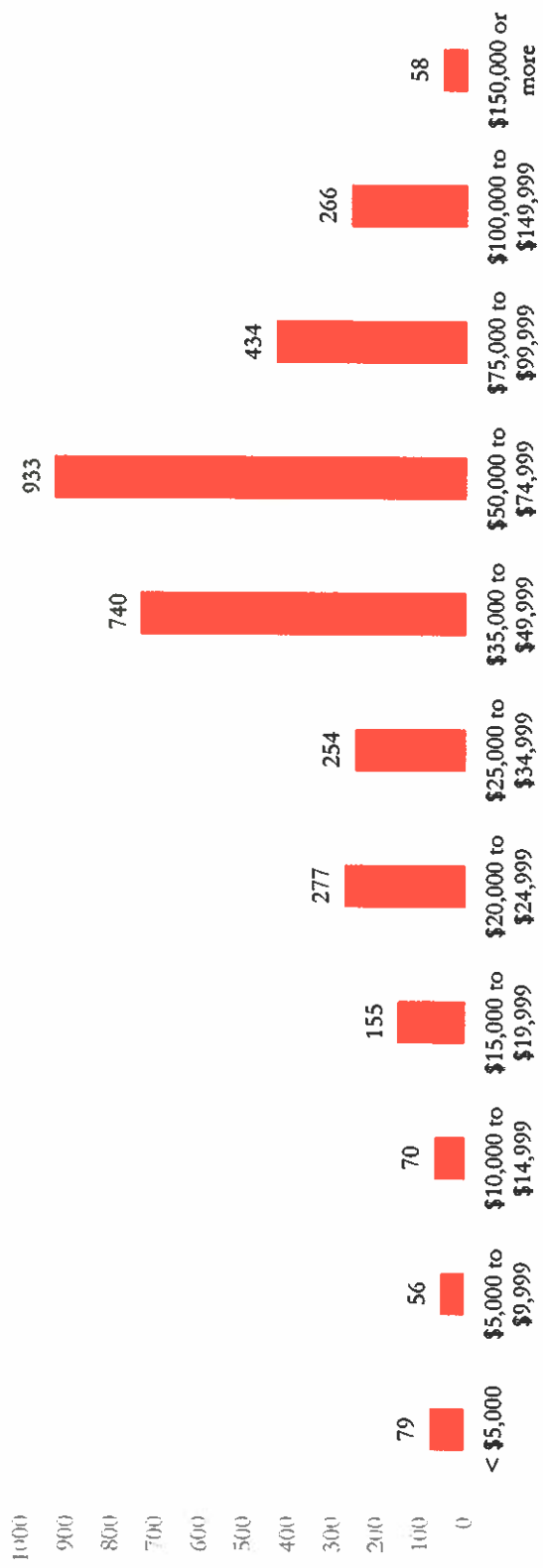


Median Household Income



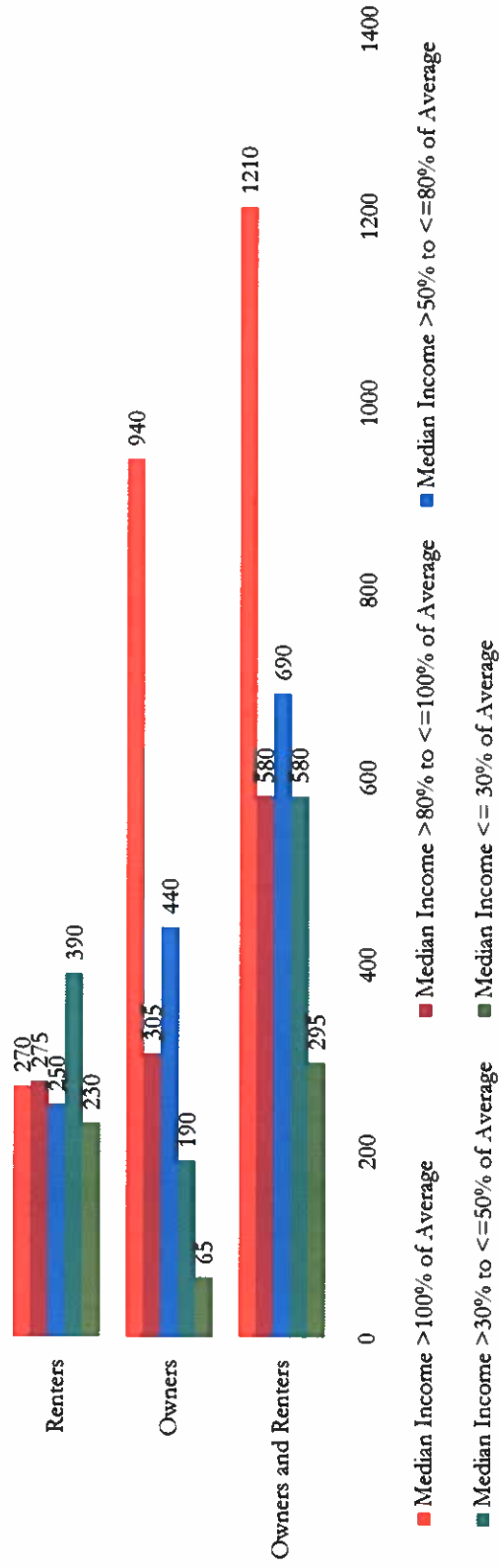
Source: US Census Bureau (S2503)

Household Incomes



Source: US Census Bureau

Household Income Distribution



Source: US Census Bureau

Household Income Distribution

- 36% of households make more than the median income
- 17% of households make 80% - 100% of the median income
- 21% of households make 50% - 80% of the median income
- 17% of households make 30% - 50% of the median income
- 9% of households make less than 30% of the median income

Source: US Census Bureau

**Yakima County
MTSP-Income and Rent Limits
Effective 4/1/21**

Median Income: \$ 60,300

Set-aside Percentage	1-person	2-person	3-person	4-person	5-person	6-person	7-person	8-person
20%	9900	11300	12720	14120	15260	16380	17520	18640
30%	14850	16950	19080	21180	22890	24570	26280	27960
35%	17325	19775	22260	24710	26705	28665	30660	32620
40%	19800	22600	25440	28240	30520	32760	35040	37280
45%	22275	25425	28620	31770	34335	36855	39420	41940
50%	24750	28250	31800	35300	38150	40950	43800	46600
60%	29700	33900	38160	42360	45780	49140	52560	55920
70%	34650	39550	44520	49420	53410	57330	61320	65240
80%	39600	45200	50880	56480	61040	65520	70080	74560

Set-aside Percentage	Studio	1-Bedroom	2-Bedroom	3-Bedroom	4-Bedroom	5-Bedroom
20%	247	265	318	367	409	452
30%	371	397	477	550	614	678
35%	433	463	556	642	716	791
40%	495	530	636	734	819	904
45%	556	596	715	826	921	1017
50%	618	662	795	918	1023	1130
60%	742	795	954	1101	1228	1356
70%	866	927	1113	1285	1433	1582
80%	990	1060	1272	1469	1638	1808

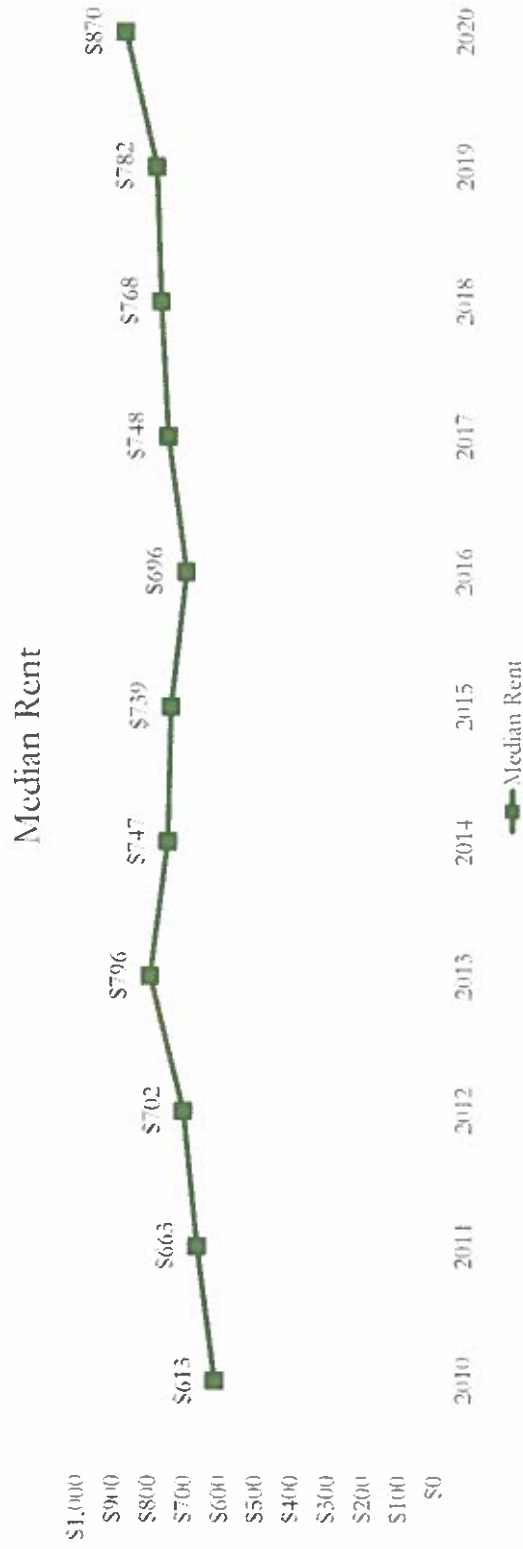
Source: WA State Housing Finance Commission

Average Home Value



Source: Zillow

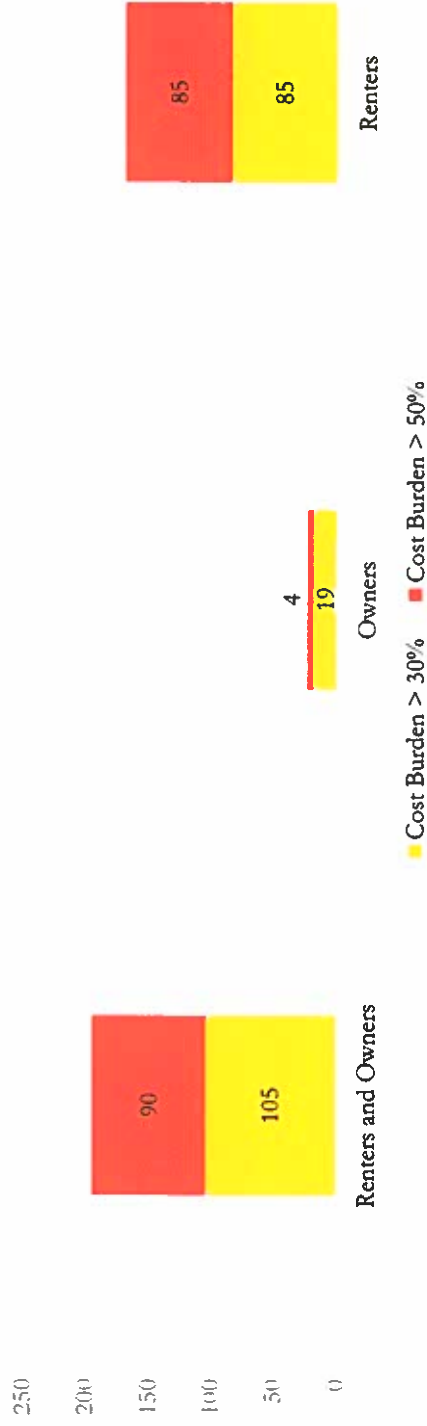
Average Rent



Source: US Census Bureau (DP04)

Housing Cost-burdened Households

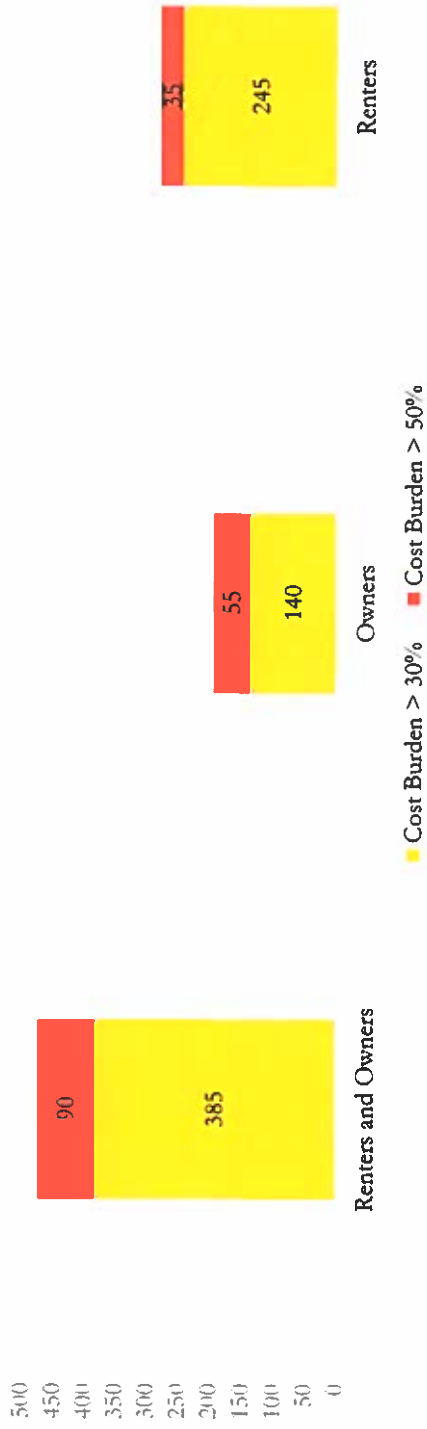
Household Income \leq 30% Average ($<$ \$15,133)
 (295 Total Households)



Source: US Census Bureau

Housing Cost-burdened Households

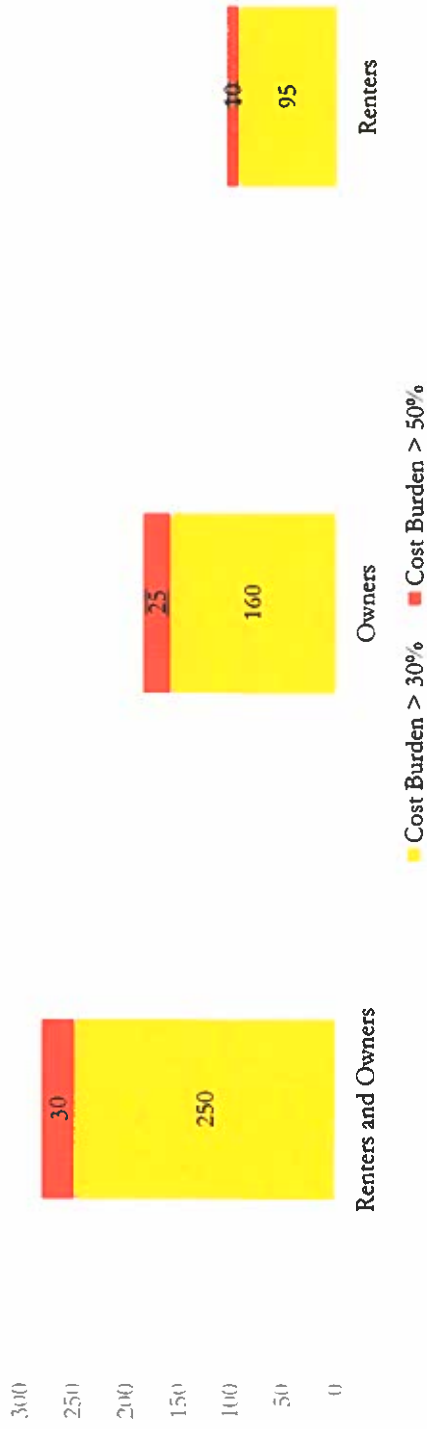
Household Income > 30% to ≤ 50% Average (\$15,133 - \$25,222)
(580 Total Households)



Source: US Census Bureau

Housing Cost-burdened Households

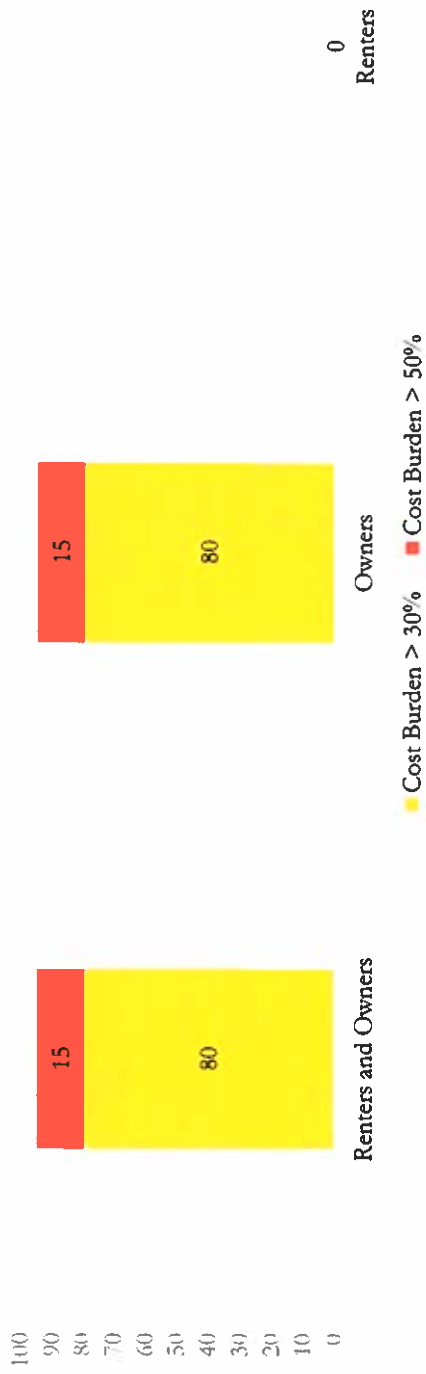
Household Income >50% to <=80% Average (\$25,222 – \$40,355)
(690 Total Households)



Source: US Census Bureau

Housing Cost-burdened Households

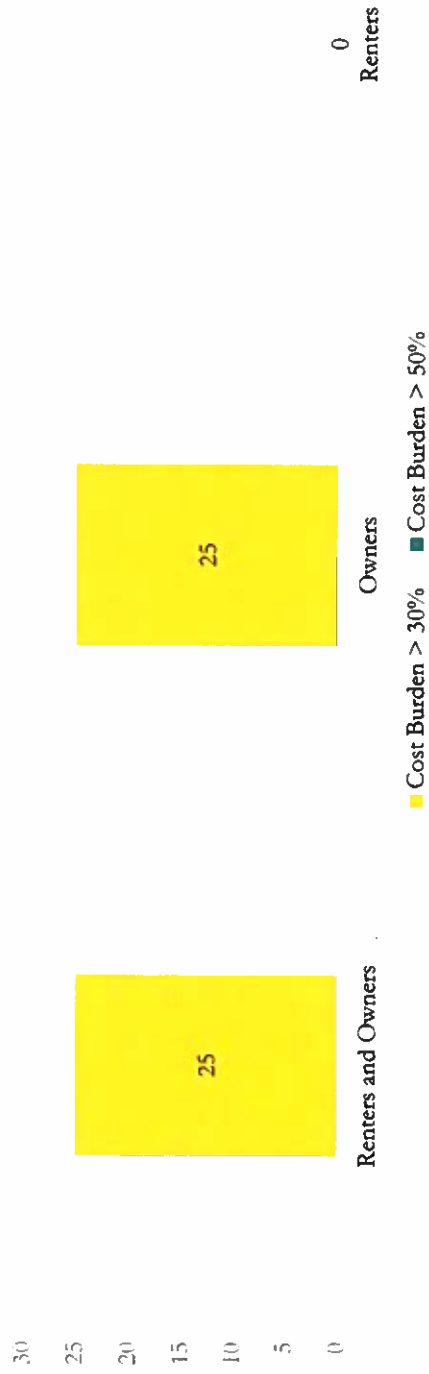
Household Income >80% to <=100% Average (\$40,355 - \$50,444)
(580 Total Households)



Source: US Census Bureau

Housing Cost-burdened Households

Household Income > 100% Average (> \$50,444)
(1,210 Total Households)



Source: US Census Bureau

Takeaway from Household Cost-Burdened Charts

- 195 of 295 = **66%** of households with Household Income < \$15,133 are cost-burdened
- 475 of 580 = **82%** of households with Household Income \$15,133 - \$25,222 are cost-burdened
- 280 of 690 = **41%** of households with Household Income \$25,222 – \$40,355 are cost-burdened
- 95 of 580 = **16%** of households with Household Income \$40,355 - \$50,444 are cost-burdened
- 25 of 1,210 = **2%** of households with Household Income > \$50,444 are cost-burdened

Next Steps?

- Continued data collection and analysis to finalize the Housing Needs Assessment
- Community outreach
 - Vicki will be organizing stakeholder groups and meetings to gather feedback for council when making their decisions
 - Stakeholders: Members of the Public, Builders, Realtors, Business owners, Nonprofit Housing Advocates, Local religious groups, etc. Any recommendations?
- Ongoing meetings with City Councilors – one on one to identify community preferences

Questions?

Yakima Valley Conference of Governments

Byron Gumz, Land Use Planning Manager

(509)759-7994 Byron.Gumz@yvcog.org

Vicki Baker, Regional Program Manager

(509)759-7983 Vicki.Baker@yvcog.org

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

ITEM TITLE

Resolution authorizing the Mayor to sign an Interlocal Cooperative Agreement between Energy Northwest and the City of Grandview, Washington for lease of land and procurement, installation and maintenance of an electric vehicle charging station

AGENDA NO.: New Business 4 (B)

AGENDA DATE: April 12, 2022

DEPARTMENT

Public Works Department

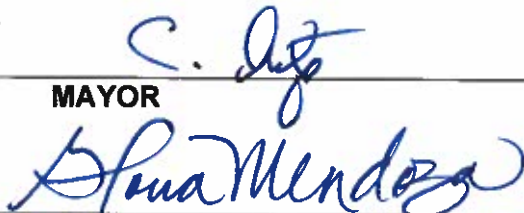
FUNDING CERTIFICATION (City Treasurer)
(If applicable)

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)

Staff has been working with Energy Northwest to locate and install an electric vehicle charging station in the City of Grandview. The Museum parking lot has been selected as the location of the charging station.

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 an Interlocal Cooperative Agreement between Energy Northwest and the City for lease of land and procurement, installation and maintenance of an electric vehicle charging station.

ACTION PROPOSED

Move a resolution authorizing the Mayor to sign an Interlocal Cooperative Agreement between Energy Northwest and the City of Grandview, Washington for lease of land and procurement, installation and maintenance of an electric vehicle charging station to a regular Council meeting for consideration.

RESOLUTION NO. 2022-_____

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL COOPERATIVE
AGREEMENT BETWEEN ENERGY NORTHWEST AND THE CITY OF GRANDVIEW,
WASHINGTON FOR LEASE OF LAND AND PROCUREMENT, INSTALLATION AND
MAINTENANCE OF AN ELECTRIC VEHICLE CHARGING STATION**

WHEREAS, the City of Grandview, a municipal corporation and Energy Northwest, a municipal corporation and joint operating agency of the State of Washington have agreed upon the terms set forth in the Interlocal Cooperative Agreement Services between Energy Northwest and City of Grandview, Washington for lease of land and procurement, installation and maintenance of an electric vehicle charging station in the form attached as Exhibit A; and,

WHEREAS, the City Council of the City of Grandview has determined that approving said Interlocal Cooperative Agreement with Energy Northwest in the best interest of the residents of the City of Grandview, and will promote the general health, safety and welfare,

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

The Mayor is hereby authorized to sign an Interlocal Cooperative Agreement between Energy Northwest and the City of Grandview, Washington for lease of land and procurement, installation and maintenance of an electric vehicle charging station in the form attached hereto as Exhibit A and incorporated herein by this reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on _____, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



**INTERLOCAL COOPERATIVE AGREEMENT BETWEEN
ENERGY NORTHWEST AND CITY OF GRANDVIEW, WASHINGTON
FOR LEASE OF LAND AND PROCUREMENT, INSTALLATION AND MAINTENANCE
OF AN ELECTRIC VEHICLE CHARGING STATION**

As provided under RCW Title 39, Chapter 39.34, this Agreement for Professional Services (the "Agreement") is by and between the City of Grandview, Washington, a municipal corporation in the State of Washington, with its principal office located at 207 W. 2nd Street, Grandview, WA 98930 (hereinafter referred to as "Grandview"), and Energy Northwest, a municipal corporation and joint operating agency of the State of Washington and doing business by and through its Business Development Fund, with its principal office located at 345 Hills Street, Richland, WA 99352 (hereinafter referred to as "Energy Northwest" or "EN").

WHEREAS Grandview finds that Energy Northwest is willing to perform certain work hereinafter described in accordance with the provisions of this Agreement; and

WHEREAS Grandview finds that Energy Northwest is qualified to perform the work, all relevant factors considered, and that such performance will be in furtherance of Grandview's business; and

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

**ARTICLE I
PURPOSE**

The purpose of this Agreement is to establish the respective roles of the parties in the lease of property owned by Grandview located at 115 W. Wine Country Road, Grandview, WA 98930 (Yakima County Parcel No. 230923-12543), and the funding, procurement, installation, and maintenance of one DC Fast Charger and one smart-pole integrated Level 2 charging station on the leased premises.

**ARTICLE II
ADMINISTRATION**

- 2.1 The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.
- 2.2 Energy Northwest's representative shall be: Sherri Schwartz.
- 2.3 Grandview's representative shall be Cus Arteaga.

**ARTICLE III
FUNDING, CONSTRUCTION AND MAINTENANCE**

3.1 Grandview shall provide a portion of the following-described real property:

Section 23 Township 09 Range 23 Quarter NE: Plat
GRANDVIEW (B-6): Block 4 Lot 4 THRU 9

more commonly referred to as Yakima County Parcel No. 230923-12543. The property within said parcel subject to this lease agreement shall consist of a portion of the parcel adjacent to the parking area as well as two parking spaces plus ADA hatching for the installation of one DC Fast Charger and one smart-pole integrated Level 2 charging station, as identified in Exhibit C attached hereto and incorporated by reference.

3.2 EN will purchase and install the equipment on Grandview's property at Yakima County Parcel No. 230923-12543.

3.3 Grandview will reimburse EN for costs associated with the purchase and installation of the electric vehicle charging station (EVCS) from the proceeds of Grant Agreement – Q1 2021 electric Vehicle Charging Grant that Grandview received from Pacific Power. Reimbursement from Grandview to EN for this project shall not exceed \$75,639.00.

3.4 Costs of purchasing and installing the EVCS in excess of \$75,639.00 will be paid by EN.

3.5 EN will maintain a customer agreement with Pacific Power for the utility line extension/upgrade necessary for installation of the EVCS.

3.6 EN will own the electric vehicle charging station equipment and will charge the general public a fee for the use of the charging stations.

3.7 EN and/or its assigns shall be responsible to maintain the charging stations after they have been placed into service, including the repair and/or replacement of the charging stations if needed.

**ARTICLE IV
DURATION AND RENEWAL OF AGREEMENT**

4.1 This Agreement shall become effective upon full execution hereof and shall expire on the last day of the month of the fifth anniversary of the date of full execution, with the option to extend for another five-year term upon agreement of the parties via formal amendment.

4.2 Upon termination of this Agreement, and if the Agreement is not extended, EN will remove the charging stations and return the space to its pre-charging station form, or transfer ownership of the charging stations to Grandview for a price agreed upon by both parties at that time.

4.3 The Parties agree that part of the consideration for entering into this Agreement is for the construction and maintenance of an EVCS that was financed in whole or in part by a grant

from Pacific Power with the commitment that the Project operates for the expected life span of 10 years. In the event of Grandview's termination of this lease or failure to support the expected life span of the Project remaining in the service territory of Pacific Power, Grandview agrees to reimburse Energy Northwest the prorated amount due on the life span of the Project. In no event shall Grandview's reimbursement obligation under this section be an amount greater than \$75,639.00.

**ARTICLE V
PAYMENT AND INVOICING – REIMBURSEMENT OF PROCUREMENT AND
INSTALLATION COSTS**

- 5.1 Invoices will be submitted upon completion of construction by Energy Northwest for payment by Grandview. Payment is due upon receipt and is past due thirty days from receipt of invoice. If Grandview has any valid reason for disputing any portion of an invoice, Grandview will so notify Energy Northwest within thirty (30) calendar days of receipt of invoice by Grandview, and if no such notification is given, the invoice will be deemed valid. The portion of an invoice which is not in dispute shall be paid in accordance with the procedures set forth herein. That portion of the invoice in dispute shall be resolved in accordance with Section 10 of this Agreement within thirty (30) days of the receipt by Energy Northwest of the notice from Grandview as provided in this section.
- 5.2 Grandview shall pay all state, local sales and use taxes applicable to goods and services provided under this Agreement. Energy Northwest shall include sales tax charges, separately identified, in the Energy Northwest invoices to Grandview.
- 5.3 Where public work will be performed for Grandview, Energy Northwest shall pay the workers at least prevailing wages, as stated in RCW Title 39.12.

**ARTICLE VI
LEASE PAYMENT**

On an annual basis, beginning one year after the date the charging stations are operational, EN shall pay Grandview 5% of the annual net revenues received from public use of the charging stations. A detailed revenue report and calculation upon which the lease payment is based shall accompany the payment.

**ARTICLE VII
OWNERSHIP**

Nothing in this Agreement is intended to modify or impede Grandview's ownership of the property upon which the charging stations will be located. EN shall retain full ownership of the charging stations and associated infrastructure to serve the charging station during the term of this Agreement. Once installation is complete and approved by Grandview, EN will allow the general public reasonable access to the charging stations.

**ARTICLE VIII
PERFORMANCE OF AGREEMENT**

- 8.1 **STANDARD OF CARE.** Energy Northwest warrants that services shall be performed by personnel possessing competency consistent with applicable industry standards. No other

representation, express or implied, and no warranty or guarantee are included or intended in this Agreement, or in any report, opinion, deliverable, work product, document or otherwise. Furthermore, no guarantee is made as to the efficacy or value of any services performed. THIS SECTION SETS FORTH THE ONLY WARRANTIES PROVIDED BY ENERGY NORTHWEST CONCERNING THE SERVICES AND RELATED WORK PRODUCT. THIS WARRANTY IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE.

- 8.2 **COMPLIANCE WITH ALL LAWS.** Each party shall comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to the performance of this Agreement, including without limitation, all those pertaining to wages and hours, confidentiality, disabilities, and discrimination.
- 8.3 **MAINTENANCE AND AUDIT OF RECORDS.** Each party shall maintain books, records, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review, and audit by either party or its designee, and the Washington State Auditor's Office. Each party shall retain all such books, records documents, and other material for the applicable retention period under federal and Washington law.
- 8.4 **ON-SITE INSPECTIONS.** Either party or its designee may evaluate the performance of this Agreement through on-site inspection to determine whether performance is in compliance with the standards set forth in this Agreement and in compliance with federal, state, and local laws, rules, regulations, and ordinances.
- 8.5 **TREATMENT OF ASSETS AND PROPERTY.** No fixed assets or personal or real property will be jointly or cooperatively acquired, held, used, or disposed of pursuant to this Agreement.
- 8.6 **IMPROPER INFLUENCE.** Each party agrees, warrants, and represents that it did not and will not employ, retain, or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining, or extending this Agreement. Each party agrees, warrants, and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining, or extending this Agreement.
- 8.7 **CONFLICT OF INTEREST.** The elected and appointed officials and employees of the parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest.
- 8.8 **ASSIGNMENT AND SUBCONTRACTING.** No portion of this Agreement may be assigned or subcontracted to any other individual, firm, or entity without the express and prior written approval of both parties authorized representatives.
- 8.9 **NOTICE.** All notices or other communications hereunder shall be in writing and shall be deemed given when delivered to the address specified below or such other address as may be specified in a written notice in accordance with this Section.

If to Energy Northwest:

Energy Northwest
Attn: Sherri Schwartz, M/D 1040
P. O. Box 968
Richland, WA 99352-0968
Telephone: (509) 372-5072
Fax: (509) 377-4357
Email: slschwartz@energy-northwest.com

If to Grandview:

City of Grandview
207 W. 2nd Street
Grandview, WA 98930
Attn: Cus Arteaga
City Administrator
Office Phone: (509) 882-9211
Email: carteaga@grandview.wa.us

Any party may, by notice given in accordance with this Section to the other parties, designate another address or person or entity for receipt of notices hereunder.

ARTICLE IX INDEMNIFICATION

Grandview shall indemnify Energy Northwest, its officers, agents, and employees, from and against any claim, action, judgment, damages, losses and expenses, arising from Energy Northwest providing equipment or services under this Agreement; provided, to the extent the claim, action, judgment, damages, losses and expenses are caused by intentional acts of or by the concurrent negligence of Energy Northwest, its officers, agents, or employees, Grandview's indemnification obligation hereunder shall be limited to its proportionate share of liability as agreed to by the parties to this Agreement or determined by a court of competent jurisdiction.

Energy Northwest shall indemnify Grandview, its officers, agents, and employees, from and against any claim, action, judgment, damages, losses and expenses, arising from Grandview providing equipment or services under this Agreement; provided, to the extent the claim, action, judgment, damages, losses and expenses are caused by intentional acts of or by the concurrent negligence of Grandview, its officers, agents, or employees, Energy Northwest's indemnification obligation hereunder shall be limited to its proportionate share of liability as agreed to by the parties to this Agreement or determined by a court of competent jurisdiction.

ARTICLE X DISPUTES

In the event of a dispute regarding the enforcement, breach or interpretation of this Agreement, the parties shall first meet in a good faith effort to resolve such dispute. In the event the dispute cannot be resolved by agreement of the parties, said dispute shall be resolved by arbitration pursuant to RCW 7.04A, as amended, with all parties waiving the right of a jury trial upon de

novo review. Venue shall be placed in Yakima County, Washington, the laws of the State of Washington shall apply, and each party shall pay its own attorney fees and related costs. Arbitration costs incurred mutually, including but not limited to the cost of an arbitrator, shall be equally shared between the parties.

ARTICLE XI TERMINATION

Any party hereto may terminate this Agreement upon sixty (60) days' notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the other party in accordance with Section 7.9. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

ARTICLE XII GENERAL PROVISIONS

12.1 CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS. The Agreement may be changed, modified, amended, or waived only by written agreement signed by the parties' authorized representatives and adopted by resolution of each party's legislative authority. Any waiver of a term or condition of this Agreement shall apply only to the specific act, occurrence or omission and shall not constitute a waiver as to any other term or condition or future act, occurrence, or omission. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

12.2 ASSIGNMENT. Neither party may assign its rights or delegate its duties under this Agreement, whether by assignment, further subcontract, or other means. Any such attempted assignment or delegation shall be void and shall constitute a material breach of this Agreement.

12.3 SEVERABILITY. In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or application of this Agreement which can be given effect without the invalid term, condition or application. To this end the terms and conditions of this Agreement are declared severable.

12.4 NONSOLICITATION OF EMPLOYEES. During and for one (1) year after the term of this Agreement, Grandview will not solicit the employment of, or employ Energy Northwest's personnel, without Energy Northwest's prior written consent. Similarly, Energy Northwest will not solicit the employment of, or employ Grandview's personnel, without Grandview's prior written consent.

12.5 ENTIRE AGREEMENT; SURVIVAL. This Agreement, including any Exhibits, states the entire Agreement between the parties and supersedes all previous contracts, proposals, oral or written, and all other communications between the parties respecting the subject matter hereof, and supersedes any and all prior understandings, representations, warranties, agreements or contracts (whether oral or written) between Grandview and Energy Northwest respecting the subject matter hereof. This Agreement may only be amended by an agreement in writing executed by the parties hereto.

12.6 PUBLIC DISCLOSURE. Both Parties are public entities and subject to the provisions of RCW 42.56. This Agreement and all materials made available under or as a consequence of this Agreement shall be public record as defined in RCW 42.56. Any specific part or material that is claimed to be "proprietary" and/or "confidential" information must be clearly identified as such.

If a Party receives a public disclosure request from a third party for information marked as "proprietary" or "confidential," that Party will notify the other Party within five (5) business days of such request. The Parties will discuss the appropriate action to be taken, including release of the requested information, seeking a protective order, or other action prior to any release of information. A Party wishing to protect the requested information may, within ten (10) business days of receiving notice of the request, seek a protective order at its sole expense. The other Party agrees to cooperate in such action. If, as a result of any such judicial proceeding, a court or regulatory authority should order the disclosure of information or documents, both Parties agree to be bound by such order. Neither Party shall be liable for any inadvertent public disclosure of information despite the exercise of reasonable care.

12.7 SECTION HEADINGS. Title and headings of sections of this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.

12.8 REPRESENTATIONS; COUNTERPARTS. Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder.

12.9 RESIDUALS. Nothing in this Agreement or elsewhere will prohibit or limit Energy Northwest's ownership and use of ideas, concepts, know-how, methods, models, data, techniques, skill knowledge and experience that were used, developed, or gained in connection with this Agreement. Energy Northwest and Grandview shall each have the right to use all data collected or generated under this Agreement.

12.10 INTERLOCAL COOPERATION ACT PROVISIONS. All Energy Northwest personnel utilized in the fulfillment of this Agreement shall be solely within the supervision, direction and control of Energy Northwest and shall not be construed as "loan servants" or employees of Grandview.

No independent special budget or funds are anticipated, nor shall be created without the prior written agreement of the parties. It is not intended that a separate legal entity be established to conduct this cooperative undertaking, nor is the acquiring, holding, or disposing of real or personal property other than as specifically provided within the terms of this Agreement.

The administrators shall, in compliance with RCW 39.34, upon execution of this Agreement, file copies of the Agreement with their respective county auditors or, alternatively, post an electronic copy of the Agreement on the Parties' websites.

12.11 EVIDENCE OF AUTHORITY. Upon execution of this Agreement, Energy Northwest shall provide Grandview and Grandview shall provide Energy Northwest with a copy of the resolution, ordinance, or other authority to execute this Agreement pursuant to RCW 39.34.030(2), and said documents shall be attached hereto and incorporated herein as Exhibit A (Energy Northwest) and Exhibit B (Grandview).

IN WITNESS WHEREOF said parties have caused this Agreement to be signed by the duly authorized officials on the day and year first written above.

ENERGY NORTHWEST	CITY OF GRANDVIEW, WASHINGTON
Name: Cristina Reyff	Name: Gloria Mendoza
Title: VP Chief Financial Officer, CRO	Title: Mayor
Date:	Date:

ENERGY NORTHWEST - NOTARY FOR CORPORATION

STATE OF _____)

COUNTY OF _____) ss.

I, the undersigned, a Notary Public do hereby certify that on this ____ day of _____ before me personally appeared _____ to me, known to be _____ of _____, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed thereto is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year above written.

NOTARY PUBLIC in and for the

State of _____

residing at _____

My commission expires on _____

CITY OF GRANDVIEW - NOTARY FOR MUNICIPAL CORPORATION

STATE OF WASHINGTON)

COUNTY OF YAKIMA)_ss.

I, the undersigned, a Notary Public do hereby certify that on this ____ day of April, 2022 before me personally appeared GLORIA MENDOZA to me, known to be the Mayor of the City of Grandview, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed thereto is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year above written.

NOTARY PUBLIC in and for the

State of _____

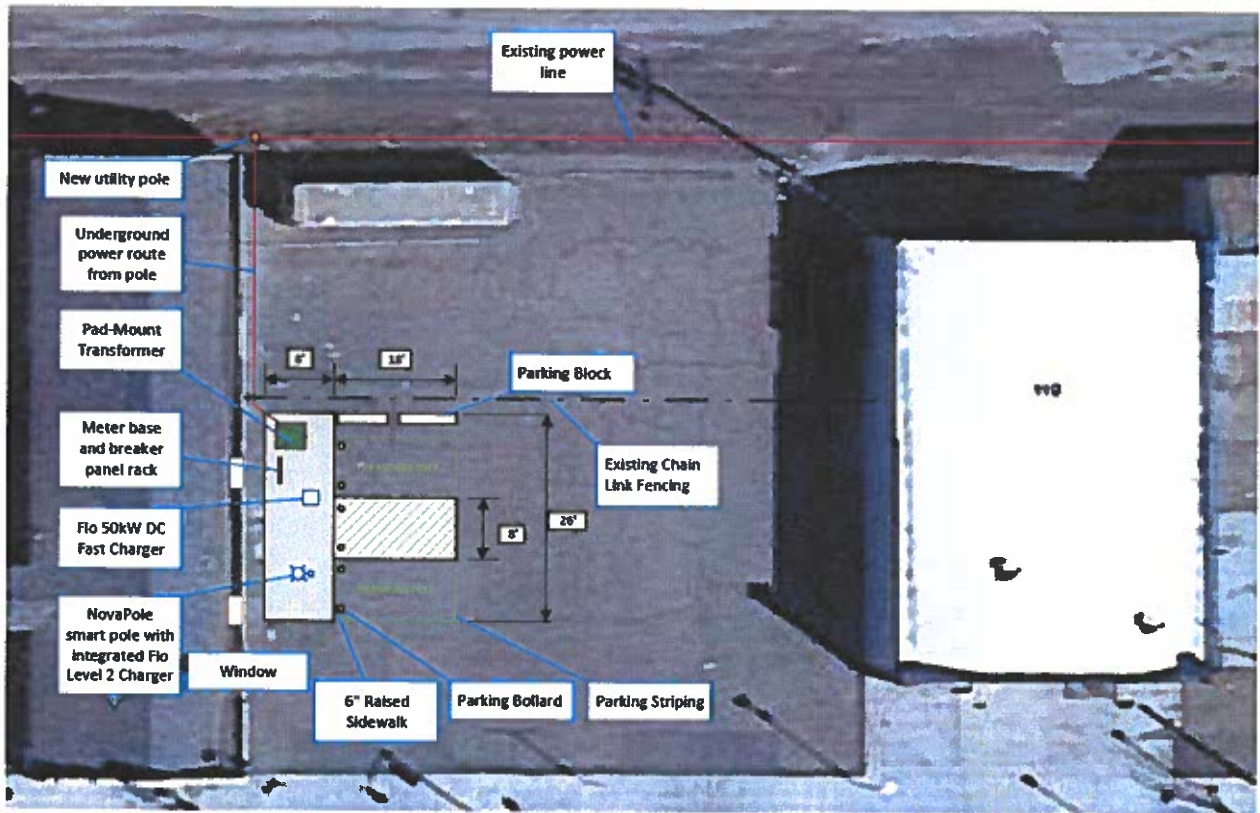
residing at _____

My commission expires on _____

EXHIBIT A
ENERGY NORTHWEST EVIDENCE OF AUTHORITY

EXHIBIT B
CITY OF GRANDVIEW EVIDENCE OF AUTHORITY

EXHIBIT C



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

ITEM TITLE Resolution approving Task Order No. 2022-01 with HLA Engineering and Land Surveying, Inc., for the Pappy's Landing Phase 1 Development – Construction Services	AGENDA NO.: New Business 4 (C) AGENDA DATE: April 12, 2022
DEPARTMENT Public Works Department	FUNDING CERTIFICATION (City Treasurer) (If applicable)

DEPARTMENT HEAD REVIEW

Cus Arteaga, City Administrator/Public Works Director



CITY ADMINISTRATOR

MAYOR




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

On October 26, 2021, Council approved Resolution No. 2021-43 approving Pappy's Landing 111-Lot Residential Preliminary Plat.

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.

Staff approved the Phase 1 Site Improvement Plans for the Pappy's Landing plat. Infrastructure for this plat will consist of domestic water, sanitary sewer and streets which will become property of the City upon completion of construction and formal acceptance by the City.

Staff desires construction of infrastructure be observed to confirm work is performed in accordance with the approved plans and specifications for the plat. Construction is anticipated to begin the week of February 28, 2022 and substantially be complete by July 1, 2022. As observation of construction is a condition of plat approval, staff recommends HLA perform construction observation and invoice Birdie Shots, LLC., for reimbursement of work performed.

ACTION PROPOSED

Move a resolution approving Task Order No. 2022-01 with HLA Engineering and Land Surveying, Inc., for the Pappy's Landing Phase 1 Development – Construction Services to a regular Council meeting for consideration.

RESOLUTION NO. 2022-_____

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
APPROVING TASK ORDER NO. 2022-01 WITH HLA ENGINEERING
AND LAND SURVEYING, INC., FOR THE PAPPY'S LANDING PHASE 1
DEVELOPMENT – CONSTRUCTION SERVICES**

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

WHEREAS, the City would like to enter into a Task Order with HLA to perform construction observation for the Pappy's Landing Phase 1 Development; and,

WHEREAS, HLA shall invoice Birdie Shots, LLC., the developer for reimbursement of work performed,

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

The Mayor is hereby authorized to sign Task Order No. 2022-01 with HLA Engineering and Land Surveying, Inc., to perform construction observation for the Pappy's Landing Phase 1 Development – Construction Services in the form as is attached hereto and incorporated herein by reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at a special meeting on _____, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

TASK ORDER NO. 2022-01

REGARDING GENERAL AGREEMENT BETWEEN THE CITY OF GRANDVIEW
AND
HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

PROJECT DESCRIPTION:

Pappy's Landing Phase 1 Development – CN Services
HLA Project No. 21090C

The City of Grandview (CITY) approved the Phase 1 Site Improvement Plans for the Plat of Pappy's Landing (Project). Infrastructure for this plat consisting of domestic water, sanitary sewer, and streets will become property of the CITY upon completion of construction and formal acceptance by the CITY. The CITY desires construction of infrastructure be observed to confirm work is performed in accordance with the approved plans and specifications for the plat.

Construction is anticipated to begin the week of February 28, 2022, and is anticipated to be substantially complete before July 1, 2022 (90 working days). As observation of construction is a condition of plat approval, the CITY has engaged HLA Engineering and Land Surveying, Inc. (HLA), to perform construction observation, and shall invoice Birdie Shots, LLC, (Developer) for reimbursement of work performed.

SCOPE OF SERVICES:

HLA will work with the CITY to provide engineering services during construction as follows:

1.0 Construction Engineering

- 1.1 Attend a Preconstruction meeting with the CITY and Developer.
- 1.2 Review material submittals provided by the Developer as required by the project specifications.
- 1.3 Respond to CITY, Developer, and community inquiries during construction.
- 1.4 Attend periodic construction meetings, as necessary.
- 1.5 Furnish a qualified resident engineer (inspector) to observe the Project for substantial compliance with the plans and specifications and CITY Construction Standards. Periodic inspection is anticipated pending type of work performed.
- 1.6 Prepare Inspector Daily Reports for the days a resident engineer is present.
- 1.7 Conduct final project walk through and prepare list of items (punchlist) to be corrected by the Developer.
- 1.8 Make recommendation to the CITY for approval of construction.

2.0 Additional Services

- 2.1 Provide professional engineering services for additional work requested by the CITY that is not included in this Task Order.

3.0 Items to be Furnished and Responsibility of the CITY:

The CITY will provide or perform the following:

- 3.1 Provide full information as to the CITY's requirements of the Project.
- 3.2 The CITY shall assist HLA by providing all available information pertinent to the Project.
- 3.3 Examine all requests for information presented by HLA, and provide written decisions within a reasonable time, as not to delay work.
- 3.4 The CITY shall arrange for safe access to, and make all provisions for, HLA and HLA's consultants to enter upon public property as required for HLA to perform services.

TIME OF PERFORMANCE:

Construction is anticipated to begin the week of February 28, 2022, and be substantially complete before July 1, 2022 (90 working days). Work following substantial completion may include review of the Project, punchlist preparation, final walk through, and recommendation of approval.

FEE FOR SERVICES:

For the services furnished by HLA as described in this Task Order, the CITY agrees to pay HLA the fees as set forth herein. The amounts listed below may be revised only by written agreement of all parties.

1.0 Engineering Services During Construction

Work for this phase shall be performed on a time-spent basis at the normal hourly billing rates included in our General Agreement for an estimated maximum fee of \$75,000.00. This maximum fee may be revised only by written agreement of all parties.

2.0 Additional Services

Additional work requested by the CITY not included in this Task Order shall be authorized by the CITY and agreed upon by HLA in writing prior to proceeding with services. HLA will perform additional services as directed/authorized by the CITY on a time-spent basis at the hourly billing rates included in our General Agreement, plus reimbursement for direct non-salary expenses such as printing expenses, vehicle mileage, and outside consultants.

Proposed:

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

Date

Approved:

City of Grandview
Gloria Mendoza, Mayor

Date

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

ITEM TITLE

Ordinance amending the 2022 Annual Budget

AGENDA NO.: New Business 4 (D)

AGENDA DATE: April 12, 2022

DEPARTMENT

City Treasurer

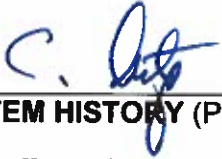
FUNDING CERTIFICATION (City Treasurer)
(If applicable)

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 identified numerous budget accounts to be amended. An ordinance will be prepared to provide for the amending of the 2022 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 revenues for Contributions to Park – Wal-Mart Grant and NSF Checks Receivable. Increase appropriations for NSF Checks Remitted, Economic Development Professional Services – Berk Consulting, Parks Maintenance Regular Salaries & Wages and Office & Operating Supplies. Net effect is a decrease to estimated ending fund balance.

AMERICAN RESCUE PLAN ACT FUND: Increase appropriations for Council Chambers Sound System, Small Business Grants, Chamber of Commerce Support, Main Street Program Support, Fair/Rodeo Support, Marketing Materials, Pool Splash Pad and Transfer Out – Water Fund. Net effect is a decrease to estimated ending fund balance.

STREET FUND: Increase revenues for TIB Grant – McCreadie Road Roundabout. Increase appropriations for McCreadie Road Roundabout. Net effect is no change to estimated ending fund balance.

CAPITAL IMPROVEMENT FUND: Increase appropriations for McCreadie Road Roundabout. Net effect is a decrease to estimated ending fund balance.

WATER FUND: Increase revenues for Transfer In – ARPA Fund. Increase appropriations for New Well – ARPA Funding. Net effect is no change to estimated ending fund balance.

ACTION PROPOSED

Move an ordinance amending the 2022 Annual Budget to a regular Council meeting for consideration.

Ordinance No. 2022-X

to Sue 4/xx/2022 - mc

Account	Description Fund/Account	Original Estimate	Amendment Amount	New Estimate	Treasurer's notes
001 000 000 308 51 00 00	Current Expense Fund				
001 000 000 308 91 00 00	Beginning Fund Balance - Assigned	74,060	-	74,060	
001 000 000 308 91 00 00	Beginning Fund Balance - Unassigned	1,000,630		1,000,630	
001 000 000 367 11 25 00	Contributions To Park		1,500		Walmart grant
001 000 000 369 91 00 15	NSF Checks Receivable		8,000		Non sufficient funds received
	Revenues/Sources	5,820,270		5,829,770	
	Current Exp. Fund Total	6,894,960	9,500	6,904,460	
001 009 000 514 22 49 25	NSF Checks Remitted		8,000		Non sufficient funds remitted
001 062 000 558 70 41 05	Economic Development Prof Svcs		16,000		Berk Consulting
001 082 000 576 80 11 02	Regular Salaries & Wages		500		Labor on Dykstra Park concrete pads
001 082 000 576 80 31 00	Office & Operating Supplies		1,000		Dykstra Park concrete pads
	Expenditures/Uses	6,717,255		6,742,755	
001 099 000 508 51 00 00	Ending Fund Balance - Assigned	10,000		10,000	
001 099 000 508 91 00 00	Ending Fund Balance - Unassigned	167,705	(16,000)	151,705	
	Current Exp. Fund Total	6,894,960	9,500	6,904,460	
010 000 000 308 91 00 00	American Rescue Plan Act Fund				
	Beginning Fund Balance - Unassigned	1,513,210		1,513,210	
	Revenues/Sources	1,546,200		1,546,200	
	Expenditures/Uses				
	ARPA Fund Total	3,059,410	-	3,059,410	
010 001 000 594 11 64 02	Council Chambers Sound System		30,000		Purchase and install new sound system
010 002 000 518 63 40 01	Small Business Grants - ARPA		150,000		Existing small business grants
010 002 000 557 57 49 01	Chamber of Commerce Support		20,000		Chamber of Commerce Support
010 002 000 558 58 49 01	Main Street Program		10,000		Main Street Program support
010 002 000 573 73 49 01	Fair/Rodeo Support		10,000		Fair/Rodeo support
010 062 000 558 70 31 01	Marketing Materials		25,000		Marketing materials to attract new businesses
010 081 000 594 76 64 01	Pool Splash Pad		100,000		Splash pad by the municipal pool
010 095 000 597 00 00 01	Transfer Out - Water Fund		500,000		Transfer out for water projects funded by ARPA
	Expenditures/Uses	50,000		895,000	
010 099 000 508 91 00 00	Ending Fund Balance - Unassigned	3,009,410	(845,000)	2,164,410	
	ARPA Fund Total	3,059,410	-	3,059,410	

to Sue 4/xx/2022 - mc **Ordinance No. 2022-X**

Account	Description Fund/Account	Original Estimate	Amendment Amount	New Estimate	Treasurer's notes
110 000 000 308 31 00 00	Street Fund Beginning Fund Balance - Restricted	50,000		50,000	
110 000 000 308 91 00 00	Beginning Fund Balance - Unassigned	367,885		367,885	
110 000 000 334 03 81 14	TIB Grant - McCreddie Rd Roundabout Revenues/Sources	595,500	218,000	813,500	McCreddie Rd Roundabout project
	Street Fund Total	1,013,385	218,000	1,231,385	
110 000 065 595 30 63 32	McCreddie Rd Roundabout Expenditures/Uses	875,155	218,000	1,093,155	McCreddie Rd Roundabout project
110 000 099 508 31 00 00	Ending Fund Balance - Restricted	50,000		50,000	
110 000 099 508 91 00 00	Ending Fund Balance - Unassigned	88,230		88,230	
	Street Fund Total	1,013,385	218,000	1,231,385	
301 000 000 308 91 00 00	Capital Improvement Fund Beginning Fund Balance - Unassigned	814,550		814,550	
	Revenues/Sources	201,500		201,500	
	Capital Improvements Fund Total	1,016,050		1,016,050	
301 000 070 595 30 63 01	McCreddie Rd Roundabout Expenditures/Uses	550,000	24,500	574,500	McCreddie Rd Roundabout project
301 000 099 508 91 00 00	Ending Fund Balance - Unassigned	466,050	(24,500)	441,550	
	Capital Improvements Fund Total	1,016,050		1,016,050	

Ordinance No. 2022-X

to Sue 4/xx/2022 - mc

Account	Description Fund/Account	Original Estimate	Amendment Amount	New Estimate	Treasurer's notes
410 000 000 308 31 00 01	Water USDA Water Loan Reserve - Restricted	21,600		21,600	
410 000 000 308 31 00 02	USDA Water Loan SL Assets - Restricted	347,690		347,690	
410 000 000 308 31 00 03	USDA Water Loan O&M - Restricted	248,035		248,035	
410 000 000 308 91 00 00	Beginning Fund Balance - Unassigned	6,366,300		6,366,300	
410 000 000 397 00 00 01	Transfer In - ARPA Fund	500,000	500,000	3,032,350	Transfer in for water projects funded by ARPA
	Revenues/Sources	2,532,350			
	Water Fund Total	9,515,975	500,000	10,015,975	
410 000 033 594 34 63 14	New Well - ARPA Funding	500,000	500,000	3,216,075	New well being built with ARPA funds
	Expenditures/Uses	2,716,075			
	Water Fund Total	9,515,975	500,000	10,015,975	
410 000 099 508 31 00 01	USDA Water Loan Reserve - Restricted	21,600		21,600	
410 000 099 508 31 00 02	USDA Water Loan SL Assets - Restricted	397,360		397,360	
410 000 099 508 31 00 03	USDA Water Loan O&M - Restricted	248,035		248,035	
410 000 099 508 91 00 00	Ending Fund Balance - Unassigned	6,132,905	-	6,132,905	
	Water Fund Total	9,515,975	500,000	10,015,975	

ORDINANCE NO. 2022-___

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,
AMENDING THE 2022 ANNUAL BUDGET**

WHEREAS, the original 2022 estimated beginning fund balances and revenues do not reflect available budget sources; and

WHEREAS, there are necessary and desired changes in uses and expenditure levels in the 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 2022 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 April ____, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLICATION:
EFFECTIVE:

Exhibit A

	Beginning Balance	Estimated Revenues	Appropriated Expenditures	Ending Balance	Budget Total
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Current Expense Fund					
Original 2022 Budget	1,074,690	5,820,270	6,717,255	177,705	6,894,960
Amendment Amount		9,500	25,500	(16,000)	9,500
Amended Total	1,074,690	5,829,770	6,742,755	161,705	6,904,460

ARPA Fund					
Original 2022 Budget	1,513,210	1,546,200	50,000	3,009,410	3,059,410
Amendment Amount			845,000	(845,000)	-
Amended Total	1,513,210	1,546,200	895,000	2,164,410	3,059,410

Street Fund					
Original 2022 Budget	417,885	595,500	875,155	138,230	1,013,385
Amendment Amount		218,000	218,000	-	218,000
Amended Total	417,885	813,500	1,093,155	138,230	1,231,385

Capital Improvement Fund					
Original 2022 Budget	814,550	201,500	550,000	466,050	1,016,050
Amendment Amount			24,500	(24,500)	-
Amended Total	814,550	201,500	574,500	441,550	1,016,050

Water Fund					
Original 2022 Budget	6,983,625	2,532,350	2,716,075	6,799,900	9,515,975
Amendment Amount		500,000	500,000	-	500,000
Amended Total	6,983,625	3,032,350	3,216,075	6,799,900	10,015,975

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

ITEM TITLE: Resolution approving the final plat of Grandridge Estates – Phase 9 located on Grandridge Road	AGENDA NO. New Business 4 (E) AGENDA DATE: April 12, 2022
DEPARTMENT Public Works Department	FUNDING CERTIFICATION (City Treasurer) (If applicable)

DEPARTMENT DIRECTOR 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)

At the March 24, 2020 meeting, Council adopted Resolution No. 2020-13 approving the Grandridge Estates Subdivision 227-lot preliminary plat.

Following approval of the preliminary plat, the developer proceeded with the infrastructure improvements for Grandridge Estates subject to the conditions as outlined in the Hearing Examiner's report and per Grandview Municipal Code Section 16.24 Design Standards and Section 16.28 Improvements. Phase 1 consisting of 25 lots was approved by the Council on September 8, 2020. Phase 2 consisting of 47 lots was approved by the Council on November 10, 2020. Phase 4 consisting of 22 lots was approved by the Council on April 13, 2021. Phase 8 consisting of 27 lots was approved by Council on November 9, 2021.

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 infrastructure improvements for Grandridge Estates Phase 9 consisting of 33 lots has been completed to the City's standards. The final plat map for Phase 9 is attached for review.

ACTION PROPOSED

Move a resolution approving the final plat of Grandridge Estates – Phase 9 located on Grandridge Road to a regular Council meeting for consideration.

RESOLUTION NO. 2022-_____

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
APPROVING THE FINAL PLAT OF GRANDRIDGE ESTATES – PHASE 9
LOCATED ON GRANDRIDGE ROAD**

WHEREAS, the developer, Dan Swanson d/b/a KDS Development, Inc., applied for preliminary plat approval for a 227-lot residential subdivision designated as Grandridge Estates; and,

WHEREAS, on March 24, 2020, Council adopted Resolution No. 2020-13 approving Grandridge Estates Subdivision 227-lot preliminary plat subject to conditions outlined in the Hearing Examiner's report and per Grandview Municipal Code Section 16.24 Design Standards and Section 16.28 Improvements; and,

WHEREAS, the developer has completed the infrastructure improvements for Grandridge Estates – Phase 9 per the City's standards,

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

Section 1. The final plat known as Grandridge Estates – Phase 9 is approved.

Section 2. The Mayor is hereby authorized to sign the final plat, a copy of which is attached hereto and incorporated herein by reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on _____, 2022.

MAYOR

ATTEST:

CITY CLERK

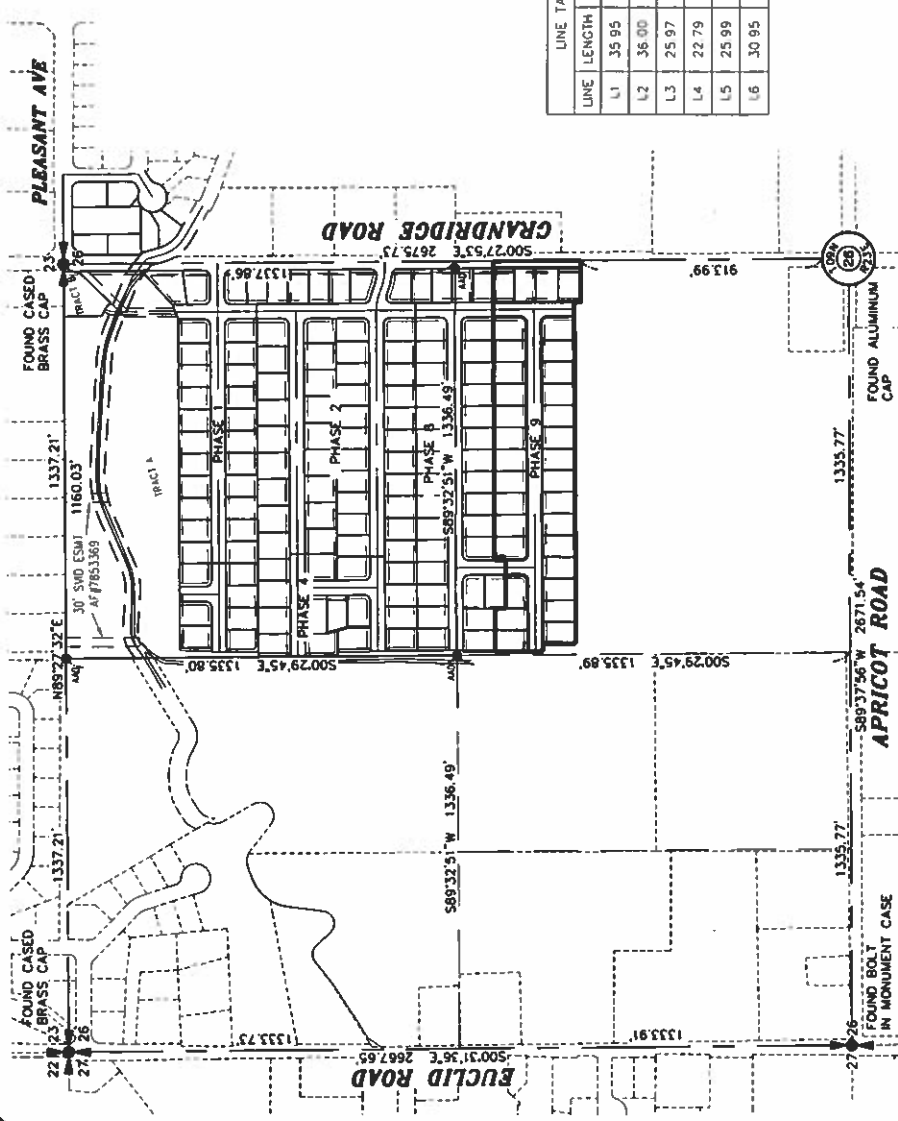
APPROVED AS TO FORM:

CITY ATTORNEY

THE FINAL PLAT OF
GRANDRIDGE ESTATES - PHASE 9
 N.W. 1/4 OF SEC. 26, T.09N., R.23E., W.M.,
 YAKIMA COUNTY, WASHINGTON

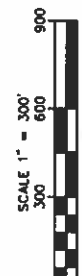


VICINITY SKETCH
 NOT TO SCALE



LINE	LENGTH	DIRECTION
L1	35.85	N00°27'53\"/>
L2	36.00	N00°27'53\"/>
L3	25.97	S89°32'07\"/>
L4	22.79	N00°27'53\"/>
L5	25.99	N89°32'07\"/>
L6	30.95	N00°27'53\"/>

CURVE	LENGTH	RADIUS	Δ	CH DIREC	CHORD
C1	31.42	20.00	90°00'00\"/>		
C2	31.42	20.00	90°00'00\"/>		
C3	31.42	20.00	90°00'00\"/>		
C4	31.42	20.00	90°00'00\"/>		



LEGEND

- SET 5/8" REBAR W/ BLUE PLASTIC CAP
- MARKED "STRATTON DCI 46886"
- ⊙ FOUND AS INDICATED
- ⊙ FOUND 5/8" REBAR W/ ORANGE PLASTIC CAP MARKED "STRATTON AAD 38021"
- ⊙ FOUND 5/8" REBAR W/ BLUE PLASTIC CAP MARKED "STRATTON DCI 46886"
- ⊙ FOUND MONUMENT MARKED "46886"
- ⊙ FOUND MONUMENT AS INDICATED
- ⊙ SET CASSED BRASS CAP MARKED "46886"

PLAT CLOSURE	NORTH	SOUTH	EAST	WEST
BEARING	589°32'07\"/>			
DISTANCE	1015.01	8.2339	0.0000	1014.9766
BEARING	500°27'53\"/>			
DISTANCE	35.95	35.9488	0.2916	0.0000
BEARING	589°31'02\"/>			
DISTANCE	164.00	1.3821	0.0000	163.9942
BEARING	N00°27'53\"/>			
DISTANCE	36.00	35.9988	0.0000	0.2920
BEARING	S89°32'07\"/>			
DISTANCE	146.05	0.0000	1.1844	0.0000
BEARING	S89°32'07\"/>			
DISTANCE	25.97	0.0000	160.0444	145.9952
BEARING	N89°32'07\"/>			
DISTANCE	110.00	0.0000	25.9691	0.0000
BEARING	500°27'53\"/>			
DISTANCE	1159.00	0.0000	109.9964	0.8922
BEARING	N00°27'53\"/>			
DISTANCE	22.79	0.0000	1158.9619	0.0000
BEARING	S89°32'07\"/>			
DISTANCE	140.00	0.0000	22.7893	0.1848
BEARING	N00°27'53\"/>			
DISTANCE	292.79	1.1357	0.0000	139.9954
BEARING	589°32'07\"/>			
DISTANCE	292.2804	0.0000	0.0000	2.3748
BEARING	339.528	339.579	1327.629	1327.633

- RIGHT-OF-WAY AND EASEMENT NOTES**
- Ⓐ = HEREBY DEDICATED RIGHT-OF-WAY
 - Ⓑ = PUBLIC UTILITY EASEMENT
 - Ⓒ = IRRIGATION EASEMENT
 - Ⓓ = STORM EASEMENT
- EXISTING EASEMENT NOTES**
- ① = PUBLIC UTILITY EASEMENT, GRANDRIDGE ESTATES PHASE 8
 - ② = IRRIGATION EASEMENT, GRANDRIDGE ESTATES PHASE 8



SURVEYOR'S CERTIFICATE:
 DEREK C. INGALSBEE, A LICENSED LAND SURVEYOR IN THE STATE OF WASHINGTON, HEREBY CERTIFIES THAT THE PLAT OF GRANDRIDGE ESTATES PHASE 9 AS SHOWN HEREON, IS BASED ON AN ORIGINAL FIELD SURVEY OF THE LAND DESCRIBED AND THAT SAID PLAT IS STAKED ON THE GROUND AS INDICATED HEREON.

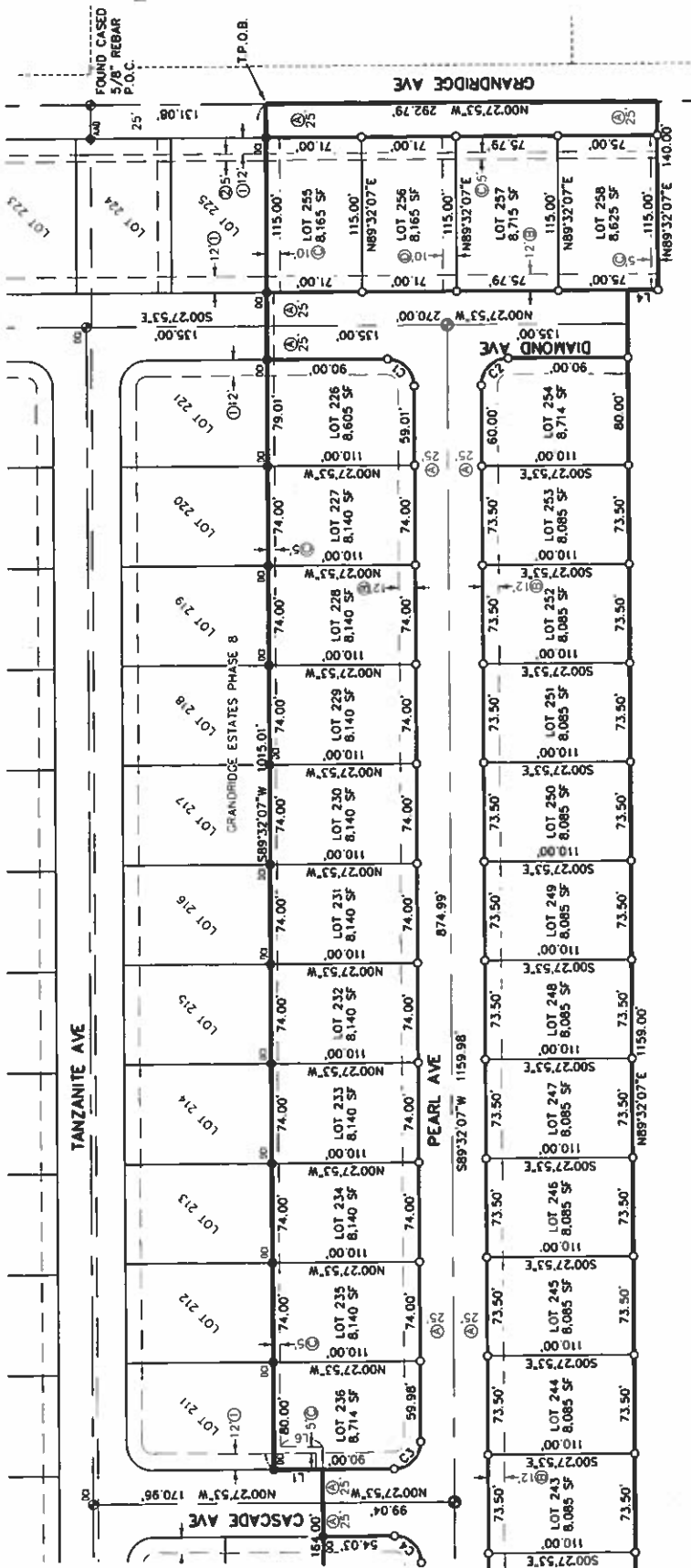
AUDITOR'S CERTIFICATE
 FILED FOR RECORD THIS _____ DAY OF _____ 20____ AT _____ M. UNDER YAKIMA COUNTY AUDITORS FILE NO. _____ AT THE REQUEST OF DEREK C. INGALSBEE, P.L.S.

YAKIMA COUNTY AUDITOR _____ DEPUTY _____

STRATTON SURVEYING & MAPPING P.C.
 314 WEST CROWN STREET
 BEND, WASH. 98725
 (509) 735-7264
 FAX (509) 735-6560
 stratton@strattonmwp.com

5622FP6.DWG © 2022
 DATE: 03/08/22 SH: 1 OF 4
 DRAWN BY: DCI JOB # 15622

THE FINAL PLAN OF
GRANDRIDGE ESTATES - PHASE 9
 N.W. 1/4 OF SEC. 26, T.09N., R.23E., W.M.,
 YAKIMA COUNTY, WASHINGTON



STRATON SURVEYING & MAPPING P.C.
 313 NORTH MORAN STREET
 KENNEWICK, WA 98538
 (509) 735-7854
 FAX (509) 733-8860
 straton@stratonsurvey.com

5622FP6 DWG © 2022
 DATE: 03/08/22 SHT. 2 OF 4
 DRAWN BY: DC JOB # 5622

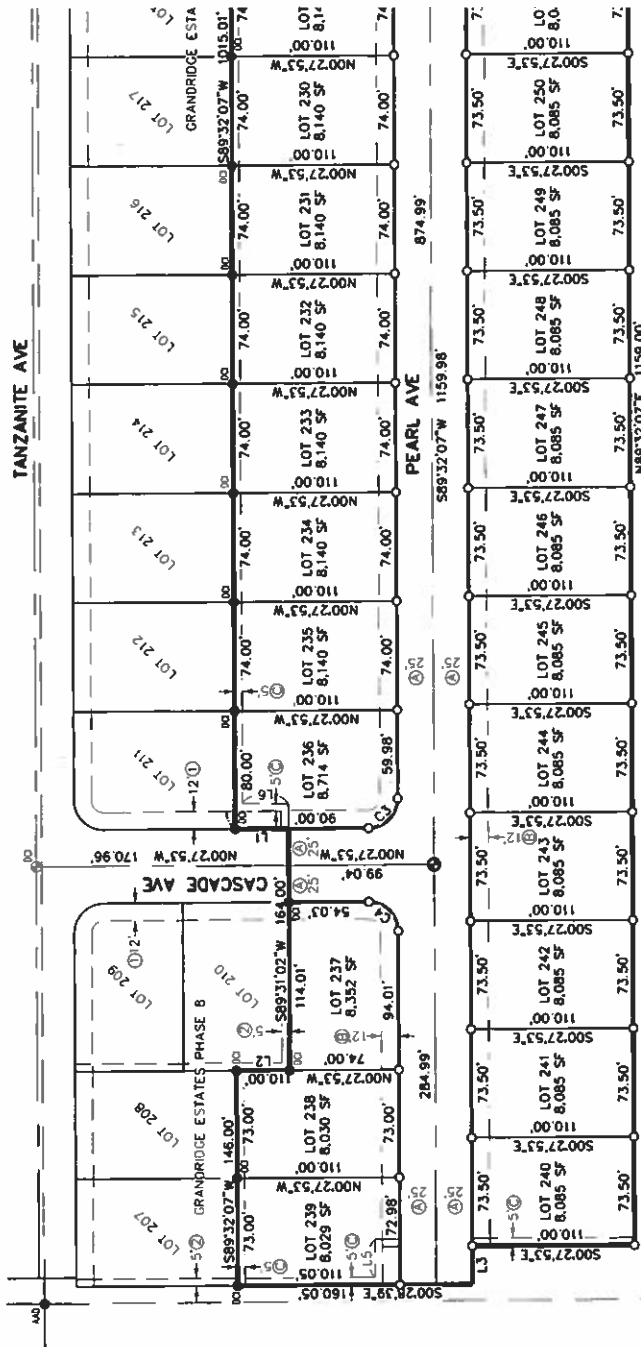
AUDITOR'S CERTIFICATE
 FILED FOR RECORD THIS _____ DAY OF _____
 20____ AT _____ M. UNDER YAKIMA
 COUNTY AUDITORS FILE NO. _____ AT THE
 REQUEST OF DEREK C. INGALSBIE, P.L.S.

YAKIMA COUNTY AUDITOR _____ DEPUTY _____



PLAT FOR
SDC DEVELOPMENT

THE FINAL PLAT OF
GRANDRIDGE ESTATES - PHASE 9
 N.W. 1/4 OF SEC. 26, T.09N., R.23E., W.M.,
 YAKIMA COUNTY, WASHINGTON



STRAITON SURVEYING & MAPPING P.C.
 313 NORTH WOODRIDGE STREET
 KENNEWICK, WA 98536
 (509) 735-7864
 FAX: (509) 735-6560
 straiton@straitonmwp.com

5622FF6.DWG © 2022
 DATE: 03/08/22 SHEET: 3 OF 4
 DRAWN BY: DCI JOB # 5622

AUDITOR'S CERTIFICATE
 FILED FOR RECORD THIS _____ DAY OF _____
 20__ AT _____ M. UNDER YAKIMA
 COUNTY AUDITORS FILE NO. _____ AT THE
 REQUEST OF DEREK C. INGALSBE, P.L.S.

YAKIMA COUNTY AUDITOR _____ DEPUTY _____



PLAT FOR
 SDG DEVELOPMENT

DESCRIPTION

THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 09 NORTH, RANGE 23 EAST, W.M., YAKIMA COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 26 THENCE SOUTH 00°27'53" EAST ALONG THE EASTERLY LINE OF SAID QUARTER 131.08 FEET TO THE SOUTHERLY LINE OF THE PLAT OF GRANDRIDGE PHASE 8 AND THE TRUE POINT OF BEGINNING;

- THENCE SOUTH 89°32'07" WEST ALONG SAID SOUTHERLY LINE 1015.01 FEET;
- THENCE SOUTH 00°27'53" EAST ALONG SAID LINE 35.95 FEET;
- THENCE SOUTH 89°31'02" WEST ALONG SAID LINE 164.00 FEET;
- THENCE NORTH 00°27'53" WEST ALONG SAID LINE 36.00 FEET;
- THENCE SOUTH 89°32'07" WEST ALONG SAID LINE 146.00 FEET TO THE SOUTHWEST CORNER OF SAID PLAT;
- THENCE NORTH 00°28'39" WEST 160.05 FEET;
- THENCE NORTH 89°32'07" EAST 95.97 FEET;
- THENCE NORTH 00°27'53" EAST 10.00 FEET;
- THENCE NORTH 89°32'07" EAST 1159.00 FEET;
- THENCE SOUTH 00°27'53" EAST 22.79 FEET;
- THENCE NORTH 89°32'07" EAST 140.00 FEET TO THE EASTERLY LINE OF SAID QUARTER;
- THENCE NORTH 00°27'53" EAST ALONG SAID EASTERLY LINE 292.79 FEET TO THE SAID TRUE POINT OF BEGINNING

CONTAINS 8.08 ACRES

TOGETHER WITH AND SUBJECT TO EASEMENTS, RESERVATIONS, COVENANTS AND RESTRICTIONS, OF RECORD AND IN VIEW

DEDICATION AND WAIVER OF CLAIMS

WE, THE UNDERSIGNED, HEREBY CERTIFY THAT WE ARE ALL PARTIES HAVING OWNERSHIP INTEREST IN THE LAND HEREIN DESCRIBED. SAID PARTIES HAVE CONSENTED TO THIS DEDICATION AND WAIVER OF CLAIMS. WE DESIRE CAUSED THE SAME TO BE SURVEYED AND CONVEYED AS SHOWN HEREON. WE HEREBY WAIVE ALL RIGHTS-OF-WAY SHOWN HEREON AS PUBLIC DEDICATION TO THE USE OF THE PUBLIC. DOES HEREBY WAIVE ON BEHALF OF ITSELF AND ITS SUCCESSORS IN INTEREST ALL CLAIMS FOR DAMAGES AGAINST THE CITY OF GRANDVIEW AND ANY OTHER GOVERNMENTAL AUTHORITY WHICH MAY BE OCCASIONED TO THE ADJACENT LAND BY THE ESTABLISHED CONSTRUCTION, DRAINAGE AND MAINTENANCE OF SAID DEDICATED RIGHT-OF-WAY AND DOES HEREBY DEDICATE THE EASEMENTS AS SHOWN HEREON FOR THE USES INDICATED.

CHARVET BROTHERS FARMS

SIGNED _____ DATE _____

ACKNOWLEDGEMENT

STATE OF _____ COUNTY OF _____

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE/SHE SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE/SHE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE INSTRUMENT AND VOLUNTARILY MADE ON THE PART OF CHARVET BROTHERS FARMS, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT

DATED: _____

PRINTED NOTARY PUBLIC _____

SIGNED NOTARY PUBLIC _____ MY APPOINTMENT EXPIRES _____

NOTARY STAMP
BLACK INK ONLY

IRRIGATION APPROVAL

HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN IS LOCATED WITHIN THE BOUNDARIES OF THE CITY OF GRANDVIEW THAT THE IRRIGATION EASEMENTS SHOWN ON THIS PLAT OF GRANDRIDGE ESTATES PHASE 1 ARE ADEQUATE TO SERVE ALL LOTS SHOWN HEREON. I FURTHER CERTIFY THAT THOSE LOTS WHICH ARE ENTITLED TO IRRIGATION WATER UNDER THE OPERATING RULES AND REGULATIONS OF THE DISTRICT HAVE SATISFIED THE REQUIREMENTS OF RCW 9A.17.310, AND THAT ALL ASSESSMENTS HAVE BEEN PAID THROUGH THE YEAR 20____ A.D.

GRANDVIEW CITY PUBLIC WORKS DIRECTOR _____ DATE _____

SMD R-O-W NOTE

THE SMD R-O-W SHOWN HEREON WAS DERIVED BY AS-BUILDING THE CANAL ROAD 50.00 FEET OVERLYING U.S. GEOLOGICAL SURVEY AERIAL PHOTO DATED 1996. PRIOR TO THE BURIAL OF THE LATERAL THE EAST END OF THE LATERAL WAS DERIVED BY THE SURVEY DATA SHOWN ON SPW 77-8163 AND THE PLAT OF PLEASANT RIDGE HONES SUBDIVISION.

**THE FINAL PLAT OF
GRANDRIDGE ESTATES - PHASE 9
N.W. 1/4 OF SEC. 26, T.09N., R.23E., W.M.,
YAKIMA COUNTY, WASHINGTON**

APPROVALS

APPROVED BY THE CITY COUNCIL OF THE CITY OF GRANDVIEW, WASHINGTON
THIS _____ DAY OF _____ 20____

CITY MAYOR _____ DATE _____

CITY CLERK _____ DATE _____

APPROVED AS TO THE SURVEY DATA LAYOUT OF STREET, ALLEYS AND OTHER
RIGHT-OF-WAYS SHOWN HEREON
DATED _____ DAY OF _____ 20____

GRANDVIEW CITY PUBLIC WORKS DIRECTOR _____

CITY TREASURERS CERTIFICATE

I HEREBY CERTIFY THAT ALL CHARGEABLE REGULAR AND SPECIAL ASSESSMENTS COLLECTIBLE BY THIS OFFICE THAT ARE DUE AND OWING ON THE PROPERTY DESCRIBED HEREON HAVE BEEN PAID TO AND INCLUDING THE YEAR _____ A.D., TAX PARCEL NO. 23092624400

CITY OF GRANDVIEW TREASURER _____ DATE _____

COUNTY TREASURERS CERTIFICATE

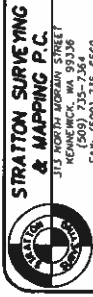
I HEREBY CERTIFY THAT ALL CHARGEABLE REGULAR AND SPECIAL ASSESSMENTS COLLECTIBLE BY THIS OFFICE THAT ARE DUE AND OWING ON THE PROPERTY DESCRIBED HEREON HAVE BEEN PAID TO AND INCLUDING THE YEAR _____ A.D., TAX PARCEL NO. 23092624400

YAKIMA COUNTY TREASURER _____ DATE _____

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS _____ DAY OF _____ 20____ AT _____ M. UNDER YAKIMA COUNTY AUDITORS FILE NO. _____ AT THE REQUEST OF DEREK C. INCALISSE, P.L.S.

YAKIMA COUNTY AUDITOR _____ DEPUTY _____



56227P6.DWG © 2022

DATE: 03/28/22 SHEET 4 OF 4

DRAWN BY: DCI JOB # 5622



PLAT FOR
SDC DEVELOPMENT

NOTES

- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY STRATTON SURVEYING AND MAPPING PC. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY AND TITLE OF RECORD SEE TITLE SEARCH REPORT PREPARED BY STEWART TITLE COMPANY, ORDER NUMBER _____ DATED ____/____/20XX, OF WHICH WAS RELEI UPON TO PLOT SAID ITEMS.
- STRATTON SURVEYING AND MAPPING MAKES NO WARRANTIES AS TO MATTERS OF UNWRITTEN TITLE, SUCH AS, ADVERSE POSSESSION, ACQUESCENCE, ESTOPPEL, ETC.

ALL SIDEWALKS IN PHASE 9 TO BE COMPLETED WITHIN 24 MONTHS OF THE FINAL RECORDED DATE OF PHASE 9

67

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

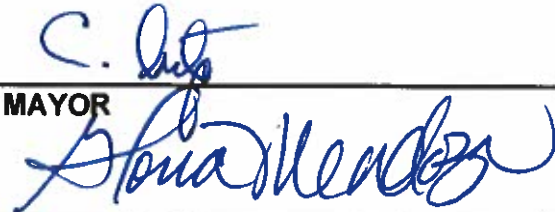
ITEM TITLE Resolution approving Task Order No. 2019-06 Amendment No. 3 with HLA Engineering and Land Surveying, Inc., for the Sanitary Sewer Trunk Main Replacement	AGENDA NO.: New Business 4 (F) AGENDA DATE: April 12, 2022
DEPARTMENT Public Works Department	FUNDING CERTIFICATION (City Treasurer) (If applicable)

DEPARTMENT HEAD REVIEW

Cus Arteaga, City Administrator/Public Works Director

CITY ADMINISTRATOR

MAYOR

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

The City applied for and was granted a Water Quality Combined Financial Assistance 2019 Agreement between the State of Washington Department of Ecology to fund the Sanitary Sewer Trunk Main Replacement project. On December 10, 2019, the City approved Task Order No. 2019-06 with HLA Engineering and Land Surveying, Inc., for the Sanitary Sewer Trunk Main Replacement for professional engineering services and land surveying during construction.

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.

Amendment No. 1, Amendment No. 2 and Amendment No. 3 to Task Order No. 2019-06 revise the time of performance and fee for services to reflect 48 additional construction contract days utilized by Culbert Construction Inc., for completion of the re-bid work for the sanitary sewer trunk main replacement. Amendment No. 3 also revises fee for services related to phase 1.0 funding administration and closeout. The total fee for services under Amendment No. 3 is \$20,000.

ACTION PROPOSED

Move a resolution approving Task Order No. 2019-06 Amendment No. 3 with HLA Engineering and Land Surveying, Inc., for the Sanitary Sewer Trunk Main Replacement to a regular Council meeting for consideration.

RESOLUTION NO. 2022-_____

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
APPROVING AMENDMENT NO. 3 TO TASK ORDER NO. 2019-06 WITH HLA
ENGINEERING AND LAND SURVEYING, INC., FOR THE SANITARY SEWER
TRUNK MAIN REPLACEMENT**

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

WHEREAS, on December 10, 2019 the City approved Task Order No. 2019-06 with HLA to provide professional engineering services and land surveying for the Sanitary Sewer Trunk Main Replacement; and

WHEREAS, Amendment No. 1, Amendment No. 2 and Amendment No. 3 to Task Order No. 2019-06 revised the time of performance and fee for services to reflect 48 additional construction contract days utilized by Culbert Construction Inc., for completion of the re-bid work for the sanitary sewer trunk main replacement; and,

WHEREAS, Amendment No. 3 also revises fee for services related to phase 1.0 funding administration and closeout,

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

The Mayor is hereby authorized to sign Amendment No. 3 to Task Order No. 2019-06 with HLA Engineering and Land Surveying, Inc., to provide professional engineering services and land surveying for the Sanitary Sewer Trunk Main Replacement with an estimated total amount of \$20,000.00 in the form as is attached hereto and incorporated herein by reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at a special meeting on _____, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AMENDMENT NO. 3
TASK ORDER NO. 2019-06

REGARDING GENERAL AGREEMENT BETWEEN CITY OF GRANDVIEW

AND

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

PROJECT DESCRIPTION:

Sanitary Sewer Trunk Main Replacement
HLA Project No. 17165C

The existing City of Grandview (CITY) 21-inch sanitary sewer trunk main, which extends from the main collection chamber in Dykstra Park, through the canyon at the base of Sand Hill, to the River Lift Station on Euclid Road, is in extremely poor condition and in need of replacement. The total length of existing sewer trunk main is approximately 13,000 feet (2.5 miles). The trunk main was built prior to 1960 and is constructed of concrete pipe with brick manholes. In September 2017, a portion of the existing trunk main along Euclid Road collapsed due to its poor condition. Emergency repairs were completed by the CITY to reline the collapsed portion of sewer main and return it to service. Due to its age and condition observed during emergency repairs, it is anticipated the entire trunk main is of a similar state. This project will include full replacement of the existing trunk main near its current alignment.

Amendment No. 1, Amendment No. 2, and Amendment No. 3 to Task Order No. 2019-06 revise the Time of Performance and Fee for Services to reflect forty-eight (48) additional construction contract days utilized by Culbert Construction Inc. for completion of the re-bid work. Amendment No. 3 also revises Fee for Services related to phase 1.0 Funding Administration and Closeout.

TIME OF PERFORMANCE:

The time of Performance included in Task Order No. 2019-06 shall be amended as follows:

3.0 Engineering Services During Construction

Engineering services during construction for re-bid work shall begin upon construction contract award by the CITY to the lowest responsible bidder and shall extend through both the completion of construction and completion of as-constructed drawings and labor documentation closeout, as requested and directed by the CITY. A maximum of one hundred eight (108) working days has been assumed for the construction of remaining sanitary sewer improvements (60 days under Amendment No. 2 and 48 days added under Amendment No. 3). If the Contractor is granted time extensions for construction completion due to recognized delays, requested additional work, and/or change orders, engineering services beyond one hundred eight (108) working days shall be considered additional services.

FEE FOR SERVICE:

1.0 Funding Administration and Closeout

The total fee for services under this Amendment No. 3 shall be \$20,000.

Funding Administration and Closeout shall be completed for the Lump Sum fee of \$50,000 (\$30,000 original Task Order 2019-06 plus \$20,000 Amendment No. 3).

3.0 Engineering Services During Construction

The total fee for services under this Amendment No. 3 shall be \$105,600.

Engineering services during construction for re-bid work shall be performed on an hourly basis, at normal hourly billing rates, for the estimated fee of \$270,600 (\$165,000 Amendment No. 2 plus \$105,600 Amendment No. 3). A maximum of one hundred eight (108) working days has been assumed for the construction of re-bid sanitary sewer improvements (60 days under Amendment No. 2 and 48 days added under Amendment No. 3). If the Contractor is granted time extensions for construction completion due to recognized delays, requested additional work, and/or change orders, engineering services beyond the one hundred eight (108) working days shall be considered additional services.

Proposed:  4/6/2022
 HLA Engineering and Land Surveying, Inc. Date
 Michael T. Battle, PE, President

Approved: _____ Date _____
 City of Grandview
 Gloria Mendoza, Mayor

**Task Order No. 2019-06 Funding Summary
 City of Grandview and HLA Contract**

Scope Item	Original Contract	Supplement No. 1	Supplement No. 2	Supplement No. 3	Total
Funding Administration and Closeout	\$30,000	No Change	No Change	\$20,000	\$50,000
Sanitary Sewer Asset Management Program	\$45,000	No Change	No Change	No Change	\$45,000
Engineering Services During Construction	\$495,000 ¹	\$75,000 ²	\$30,000 ³ + \$165,000 ⁴	\$105,600 ⁵	\$870,600
Additional Services	\$0	\$0	\$0	\$0	\$0
Total	\$570,000	\$75,000	\$195,000	\$135,600	\$975,600

- 1 - Based on a maximum of 180 working days for construction of sanitary sewer improvements.
- 2 - Added 30 working days for a total of 210 working days for construction of sanitary sewer improvements.
- 3 - Estimated costs over current contract after re-bid contract documents, re-bidding, contracting and 54 additional working days granted to September 24, 2021.
- 4 - Estimated costs for 60 working days associated with re-bid construction.
- 5 - Estimated costs for 48 working days associated with added working days to re-bid construction.

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

ITEM TITLE	AGENDA NO.: New Business 4 (G)
Resolution accepting the bid for the Municipal Pool Repainting and authorizing the Mayor to sign all contract documents with Columbia Industrial Coatings, LLC	AGENDA DATE: April 12, 2022
DEPARTMENT	FUNDING CERTIFICATION (City Treasurer) (If applicable)
Parks & Recreation Department	

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)

At the March 8, 2022 meeting, Council approved the swim pool tank repair recommendation and directed staff to prepare the necessary bid documents.

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 Municipal Pool Repainting were opened on April 7, 2022. A total of two (2) bids were received with Columbia Industrial Coatings, LLC of Richland, Washington, submitting the low bid in the amount of \$64,011.60. The low bid was approximately 17 percent below the City Engineer's estimate of \$76,680.00.

ACTION PROPOSED

Move resolution accepting the bid for the Municipal Pool Repainting and authorizing the Mayor to sign all contract documents with Columbia Industrial Coatings, LLC to a regular Council meeting for consideration.



April 7, 2022

City of Grandview
207 West Second Street
Grandview, WA 98930

Attn: Mr. Cus Arteaga

Re: City of Grandview
Municipal Pool Repainting
HLA Project No.: 22077
Recommendation of Award

Dear Mr. Arteaga:

The bid opening for the above referenced project was held at City of Grandview, City Hall at 10:00 A.M. on Thursday, April 7, 2022. A total of two (2) bids were received with the low bid of \$64,011.60, being offered by Columbia Industrial Coating, LLC, of Richland, Washington. This low bid is approximately Seventeen (17) percent below the Engineer's Estimate of \$76,680.00.

We have reviewed and checked the bid proposals of all bidders and recommend the City of Grandview award a construction contract to Columbia Industrial Coating, LLC, in the amount of \$64,011.60. 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,

A handwritten signature in blue ink that reads "Justin B." with a stylized flourish.



Digitally signed by Justin Bellamy
Date: 2022.04.07 14:46:24 -07'00'

Justin L. Bellamy, PE

JLB/egs

Enclosures

Copy: Angela Ringer, HLA

BID SUMMARY										BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3			
OWNER: City of Grandview PROJECT: Municipal Pool Repainting HLA PROJECT NO.: 22077 BID OPENING DATE: April 7, 2022										COLUMBIA INDUSTRIAL COATING, LLC 2670 1ST STREET RICHLAND, WA 99354		HANCOCK SANDBLAST AND PAINTING LLC 2151 EAST DOCK STREET PASCO WA, 99302					
ITEM NO.	DESCRIPTION	QTY.	UNIT	ENGINEER'S ESTIMATE		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT				
				UNIT PRICE	AMOUNT												
1	Minor Change	1	LS	\$	5,000.00	\$	5,000.00	\$	5,000.00	\$	5,000.00	\$	5,000.00				
2	Mobilization	1	LS	\$	6,000.00	\$	6,000.00	\$	3,000.00	\$	3,000.00	\$	7,375.00				
3	Existing Concrete Pool Repainting, Complete	1	LS	\$	60,000.00	\$	60,000.00	\$	51,270.00	\$	51,270.00	\$	51,625.00				
Bid Subtotal					\$	71,000.00			\$	59,270.00		\$	64,000.00				
8.0% Sales Tax					\$	5,680.00			\$	4,741.60		\$	5,120.00				
BID TOTAL					\$	76,680.00			\$	64,011.60		\$	69,120.00				
ENGINEER'S REPORT										ADDITIONAL BID TOTALS							
Competitive bids were opened April 7, 2022. All bids have been reviewed by this office. We recommend the contract be awarded to: COLUMBIA INDUSTRIAL COATING, LLC.										BIDDER				BID TOTAL			
Digitally signed by Justin Bellamy Date: 2022.04.07 13:07:02 -0700 										April 7, 2022				Date			
Project Engineer																	
																	
*Highlighted amounts have been corrected.																	

*Bid results can be found at: hlaivil.com

RESOLUTION NO. 2022-_____

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
ACCEPTING THE BID FOR THE MUNICIPAL POOL REPAINTING AND
AUTHORIZING THE MAYOR TO SIGN ALL CONTRACT DOCUMENTS WITH
COLUMBIA INDUSTRIAL COATINGS, LLC**

WHEREAS, the City of Grandview has advertised for bids for the Municipal Pool Repainting; and,

WHEREAS, Columbia Industrial Coatings, LLC of Richland, 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 Columbia Industrial Coatings, LLC for the Municipal Pool Repainting in the amount of \$64,011.60.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on _____, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**GRANDVIEW CITY COUNCIL
COMMITTEE-OF-THE-WHOLE MEETING MINUTES EXCERPT
MARCH 8, 2022**

4. NEW BUSINESS

D. 2022 Budget Postponements

City Treasurer Cordray explained that in November 2021, staff presented to Council 2022 Budget Recommendations that would help balance the 2022 proposed budget. At that time, staff and Council agreed to re-open/revisit the deleted budget appropriations in February 2022 after the City Treasurer presented the actual fund balances. Earlier this month, he presented a budget amendment request that was to be approved at the February 22nd Council meeting. The amendment showed a Current Expense 2022 ending fund balance of \$165,000. Within the last couple of weeks, two new items were presented that were not included in the 2022 budget: \$8,000 to Yakima County for alcohol abuse programs and a \$42,000 cash out for early retirement in the police department. These two items would bring the ending fund balance down to \$115,000. As of this week, the ending fund balance was \$170,000. In light of this new information and with ongoing police union negotiations and discussions regarding the use of ARPA funds, he recommended Council continue to postpone the budget items to a future date.

Discussion took place.

On motion by Councilmember Souders, second by Councilmember Ozuna, the C.O.W. postponed the budget items to the April 12, 2022 C.O.W. meeting for consideration.

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Everett – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes



Memorandum

To: Mayor/Council

From: Matthew Cordray/City Treasurer

Date: February 15, 2022

Re: 2022 Budget Postponements

In November 2021, staff presented to Council 2022 Budget Recommendations that would help balance the 2022 proposed budget. At that time, staff and Council agreed to re-open/revisit the deleted budget appropriations in February 2022 after the City Treasurer presented the actual fund balances.

Earlier this month, I brought forth a budget amendment request that is to be approved at the February 22nd Council meeting. The amendment shows a Current Expense 2022 ending fund balance of \$165,000. Within the last week, two new items have been presented that were not included in the 2022 budget. They are \$8,000 to Yakima County for alcohol abuse programs and a \$42,000 cash out for early retirement in the police department. This will bring the ending fund balance down to \$115,000.

In light of this new information and with ongoing police union negotiations and discussions regarding the use of ARPA funds, it is my recommendation that we continue to postpone the budget items to a future date.

2022 BUDGET RECOMMENDATIONS

The following items are for your consideration as potential budget reductions in order to properly balance the 2022 budget as required by state regulations.

The idea and/or recommendation is to balance the budget now and to revisit the budget appropriations in February 2022. Council should prioritize the potential reductions which can be reconsidered during the February timeframe should the City's financial outlook improve.

Recommendations as follows:

Priority Scale				
Low	Medium	High		
1	2	3	4	5

DEPARTMENT		FUNDS	PRIORITY	ELIMINATE/ POSTPONE
1.	Council Retreat	\$ 15,000		Eliminate
2.	Executive Admin (reduced travel)	\$ 800		Eliminate
3.	Code Enforcement (reduced employee by 50%)	\$ 32,000		Postpone
4.	Economic Development Budget:			
	❖ Professional Services	\$ 50,000		Postpone
	❖ Economic Development & Communication Director	\$ 82,000		Postpone
5.	Parks Department:			
	❖ Reduce FTE by	\$ 10,000		Eliminate
	❖ Pathway paving	\$ 10,000		Eliminate
	❖ Irrigation phase-5	\$ 5,000		Postpone
	❖ Playground chips	\$ 5,000		Postpone
	❖ Tree Planting	\$ 1,000		Postpone
	❖ Building maintenance	\$ 25,000		Postpone
	❖ Dykstra restroom	\$ 11,000		Postpone
6.	Electronic sign	\$ 50,000		Moved to ARPA Fund
7.	Police Department:			
	❖ Clerk	\$ 60,000		Postpone
	❖ Investigation – 1 Detective	\$ 75,000		Postpone
	❖ Dispatch	\$ 51,000		Postpone
	❖ October new hire	\$ 16,500		Postpone
	❖ Delay three new hires until April	\$ 48,000		Postpone
8.	Fire Department:			
	❖ Training Officer	\$ 25,000		Moved to EMS Fund
9.	Transfer Out to Street Fund	\$ 50,000		Eliminate
Total estimated savings		\$622,300		

**GRANDVIEW CITY COUNCIL
COMMITTEE-OF-THE-WHOLE MEETING MINUTES EXCERPT
OCTOBER 26, 2021**

4. NEW BUSINESS

On motion by Councilmember Diaz, second by Councilmember Rodriguez, the C.O.W. amended the New Business section of the agenda to move item (D) "COVID-19 Vaccine Mandate" to item (A).

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Everett – No
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

A. COVID-19 Vaccine Mandate

On October 1, 2021, Councilmember Everett submitted a letter to the Mayor expressing concern with the number of Department Heads and First Responders that have not been vaccinated against the COVID virus. He requested that a program or approach be developed to get 100% of the public servants, particularly First Responders such as fire fighters and police officers vaccinated.

City Attorney Plant responded to Councilmember Everett's letter indicating that the Mayor has authority to require City employees to be vaccinated against COVID-19. A vaccine mandate would not excuse the City from accommodating employee requests for disability-related medical and religious exemptions. The effects of a vaccine mandate were likely a mandatory subject of bargaining. The effects of a vaccine mandate would need to be negotiated with the City's bargaining units. He provided a recently adopted vaccine mandate by emergency order from the City of Bellingham.

Discussion took place.

On motion by Councilmember Diaz, second by Councilmember Moore, the C.O.W. tabled the COVID-19 Vaccine Mandate for six months to the April 12, 2022 C.O.W. meeting.

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Everett – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

Anita Palacios

From: Anita Palacios
Sent: Friday, October 1, 2021 8:17 AM
To: Bill Moore (mooreb@grandview.wa.us); Bill Moore 1 (billandrachel@charter.net); Cus Arteaga; David Diaz (ddiaz@grandview.wa.us); David Diaz 1; Diana Jennings (jenningsd@grandview.wa.us); Diana Jennings 1 (diana.r.jennings@gmail.com); Gloria Mendoza; Gloria Mendoza (mendozag@grandview.wa.us); Javier Rodriguez; Javier Rodriguez (rodhav1@yahoo.com); Joan Souders; Joan Souders 1 (jesouders@hotmail.com); Mike Everett (everettm@grandview.wa.us); Mike Everett 1 (mike@everettlaw.net); Quinn Plant; Robert Ozuna; Robert Ozuna 1 (ozunar@grandview.wa.us)
Subject: FW: Letter to Mayor
Attachments: 0808 Covid letter to the Mayor.doc

From: Mike Everett <Mike@everettlaw.net>
Sent: Friday, October 1, 2021 8:14 AM
To: Anita Palacios <anitap@grandview.wa.us>
Subject: Letter to Mayor

CAUTION: This message was sent from outside the company by someone with a display name matching a user in your organization. Please do not click links or open attachments unless you recognize the source of this email and know the content is safe.

CAUTION: External Email

Anita:

Could you please forward a copy of the attached letter to the Mayor, City Administrator and all Council Members. Thank you.

Michael Everett



The Law Offices of

Michael L. Everett

802 W. 2ND • P.O. BOX 668 • GRANDVIEW, WA 98930 • PHONE (509) 882-1133 • 1-888-593-3576 • FAX: (509) 882-1472

Michael L. Everett

Email: mike@everettlaw.net

Tyler Everett

Email: tyler@everettlaw.net

October 1, 2021

Honorable Mayor Gloria Mendoza
City Hall
Grandview, WA 98930

Dear Mayor Mendoza:

I am writing about a concern I have that I believe you, as chief executive of the City can address, promptly.

All of us either election, or employed by the City are public servants. That means we act on behalf of the citizens to insure that their needs are address and they are not endangered. I believe that our Department Heads and First Responders have a particularly important responsibility.

It has come to my attention that a number of Department Heads and First Responders have not been vaccinated against the COVID virus. I do not understand, how these hard working, people can respond to the citizens (with whom they have a great deal of contact) without being vaccinated. If they are not vaccinated, the endanger our citizens. That is ignoring their responsibilities.

We are all aware that we are involved in the long and expensive process of hiring new police officers. Before we under go the expense of sending them off to the Academy, I believe their vaccination should be required. I would hope you would immediately implement this policy.

As Mayor I am asking you to develop a program or approach to get us to 100% vaccinated public servants and particularly First Responders such as fire fighters and police officers. This should cover everyone from top to the bottom of the Departments.

Thank you for your consideration. Keep up the good work.

Sincerely,

Michael Everett

Michael Everett
Council Member

MENKE JACKSON BEYER, LLP

Attorneys at Law

807 NORTH 39TH AVENUE • YAKIMA, WASHINGTON 98902
(509) 575-0313 • FAX: (509) 575-0351

ANTHONY F. MENKE
KIRK A. EHLIS
KENNETH W. HARPER

QUINN N. PLANT
SEANN M. MUMFORD

ROCKY L. JACKSON, *Of Counsel*

G. SCOTT BEYER, *Of Counsel*

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

FROM: Quinn N. Plant, City Attorney

SUBJECT: COVID-19 Vaccine Mandate

DATE: October 19, 2021

In a letter dated October 1, 2021, Council Member Everett encouraged the Mayor to develop an approach or program oriented towards ensuring City employees are vaccinated.

The Mayor has authority to require City employees to be vaccinated against COVID-19. A vaccine mandate would not excuse the City from accommodating employee requests for disability-related medical and religious exemptions. The effects of a vaccine mandate are likely a mandatory subject of bargaining. The effects of a vaccine mandate would need to be negotiated with the City's bargaining units.

The City of Bellingham recently adopted a vaccine mandate by emergency order. A copy of the emergency order is attached to this memorandum.

**CITY OF BELLINGHAM
EXECUTIVE ORDER 2021-02
COVID-19 VACCINATIONS FOR CITY OF BELLINGHAM
EMPLOYEES, VOLUNTEERS, AND ON-SITE INDOOR
CONTRACTORS**

WHEREAS, on February 29, 2020, the Governor of the State of Washington proclaimed that a State of Emergency exists in all counties in the State of Washington due to the outbreak of novel coronavirus (COVID-19); and

WHEREAS, on March 10, 2020, the Whatcom County Executive, in coordination with the Whatcom County Health Board, declared a Whatcom County public health emergency to reduce the spread of COVID-19 in our community; and

WHEREAS, on March 12, 2020, the City of Bellingham's Mayor issued a Proclamation of Local Emergency as a result of COVID-19; and

WHEREAS, in response to the rapidly evolving situation in Whatcom County, the Whatcom County Health Officer issued recommendations to slow the spread of COVID-19; and

WHEREAS, the City of Bellingham (City) has implemented measures within City operations, services, and facilities to follow the recommendations of the Whatcom County Health Department; and

WHEREAS, COVID-19 is a threat to life and public health and demands ongoing and further emergency action; and

WHEREAS, the World Health Organization (WHO) has declared that COVID-19 disease is a global pandemic, which is particularly severe in high risk populations such as people with underlying medical conditions and the elderly, and the WHO has raised the health emergency to the highest level requiring dramatic interventions to disrupt the spread of this disease; and

WHEREAS, on March 13, 2020, the President of the United States declared a national emergency to allow the government to marshal additional resources to combat the virus; and

WHEREAS, after months of improving COVID-19 epidemiological conditions in Washington State and Whatcom County, the emergence of highly contagious COVID-19 variants.

including the “delta variant” that is at least twice as transmissible as the virus that emerged in late 2019, coupled with the continued significant numbers of unvaccinated people, have caused COVID-19 cases and hospitalizations to rise sharply among unvaccinated populations and have resulted in breakthrough infections in some fully vaccinated individuals; and

WHEREAS, COVID-19 vaccines are effective in reducing serious disease and hospitalizations, and

WHEREAS, widespread vaccination is the primary means available to the City to protect its employees and the public, including persons who cannot be vaccinated for medical reasons, youth who are not eligible to receive a vaccine, immunocompromised individuals, and vulnerable persons; and

WHEREAS, the Center for Disease Control (CDC) continues to rate Whatcom County at a “High” level of COVID-19 transmission despite numerous public health measures such as mask wearing and social distancing; and

WHEREAS, COVID-19 vaccinations have been available in Whatcom County for certain priority groups since December 2020, and for those over the age of 16 since April 2021, and for those over the age of 12 since May 2021, and have been free of charge and widely available; and

WHEREAS all three available COVID-19 vaccinations, Pfizer, Moderna, and Janssen (Johnson & Johnson), have proven safe and effective at reducing the risk of contracting the virus, severe illness, hospitalization, and death; and

WHEREAS, on July 6, 2021, the Office of Legal Counsel of the United States Department of Justice issued a legal opinion stating that federal and state governments were not prohibited by federal law from imposing vaccination mandates, even when the only vaccines available were those authorized under U.S. Food and Drug Administration Emergency Use Authorizations; and

WHEREAS, the Pfizer vaccine received full Food and Drug Administration (FDA) approval for use in the United States on August 23, 2021; and

WHEREAS, on August 9, 2021 Governor Jay Inslee issued a proclamation requiring all employees, on-site independent contractors, volunteers, goods and services providers, and

appointees of designated state agencies to be fully vaccinated against COVID-19 on or before October 18, 2021 and encouraged local governments to adopt a vaccine mandate; and

WHEREAS, on September 9, 2021, President Joe Biden ordered the Department of Labor to issue an emergency temporary standard that requires all federal employees and contractors to be vaccinated, and all employers with more than 100 employees to mandate vaccination against COVID-19 or conduct weekly testing of unvaccinated employees; and

WHEREAS, President Joe Biden has encouraged private employers and local governments to adopt vaccine mandates; and

WHEREAS, it is the duty of every employer to protect the health and safety of employees by establishing and maintaining a healthy and safe work environment and by requiring all employees to comply with health and safety measures; and

WHEREAS, City employees, volunteers, and On-Site Indoor Contractors provide services to and interact with the public; and

WHEREAS, Article 4.01 of the Bellingham City Charter states that the Mayor “shall be the chief executive and administrative officer of the City with the prime responsibility of coordination and supervision of the activities of all departments and employees of the City; and

WHEREAS, the Mayoral Proclamation of Local Emergency dated March 12, 2020 is still in effect and BMC 2.57.060 authorizes the Mayor to “make and issue orders” that are related to the protection of life as affected by the emergency; and

WHEREAS, to preserve and protect the health and safety of City employees and the public during the COVID-19 pandemic, the Mayor has made the managerial decision to require all employees, volunteers and On-Site Indoor Contractors (defined below) to be vaccinated;

NOW THEREFORE, I, Seth Fleetwood, at my sole discretion as chief administrator of the City of Bellingham, order the following:

Section 1. Mandatory COVID-19 Vaccination for All City Employees, Volunteers, and On-Site Indoor Contractors.

- A. All City employees are required to be fully vaccinated against the COVID-19 virus as a condition of employment no later than December 3, 2021. All

volunteers and On-Site Indoor Contractors (defined below) are required to be fully vaccinated against the COVID-19 virus by December 3, 2021, in order to perform work for the City. Employees seeking reasonable accommodations for legitimate medical reasons or sincerely held religious beliefs may apply for an accommodation no later than close of business on October 15, 2021. Fully vaccinated means two weeks after the second dose of the Pfizer or Moderna vaccine or two weeks after the single dose of Johnson & Johnson's Janssen vaccine. Requests for reasonable accommodations will be evaluated on an individualized basis.

B. An On-Site Indoor Contractor is an entity, including its employees and subcontractors and their employees, that performs on-site indoor work inside City-owned or leased facilities pursuant to a contract with the City ("Contractor"). This Order applies only to such work performed pursuant to a contract entered into after the Effective Date hereof. Contractors who are subject to this Order shall assume responsibility for the vaccination verification and accommodations requirements in this Order. The Contractor is prohibited from engaging in such work for the City and is prohibited from permitting such employees to engage in such work for them, unless the following requirements are met by December 3, 2021:

- the Contractor must obtain a copy of or visually observe proof of full vaccination against COVID-19 for every current employee who performs on-site indoor work inside City-owned or leased facilities;
- the Contractor must obtain a copy of or visually observe proof of full vaccination against COVID-19 for every employee hired after December 3, 2021, who will perform on-site indoor work in City-owned or leased facilities;
- the Contractor must follow applicable requirements for granting disability and religious accommodations to its current and future employees;
- by December 3, 2021, the Contractor must submit to the City a signed declaration in substantially the form prescribed in RCW 5.50.050 declaring that the Contractor has met the above requirements;
- the Contractor must submit additional signed declarations upon the request of and by the date designated by the City.

Section 2. Collective Bargaining. The City will comply with its collective bargaining obligations for represented employees regarding impacts of this Order.

Section 3. Acceptable Proof of Full Vaccination Against COVID-19. City employees, volunteers and employees of Contractors shall provide proof of full vaccination against

COVID-19 to the Human Resources Department no later than close of business on November 19, 2021. Acceptable proof includes:

- CDC COVID-19 Vaccination Record Card or photo of the card;
- Documentation of vaccination from a health care provider or electronic health record;
- State immunization information system record.

Section 4. Duration of Executive Order. This Executive Order shall be in effect until rescinded.

Section 5. Effective Date. This Executive Order shall be in full force and effect on September 21, 2021.

Section 6. Conflict with BMC Provisions. If the provisions of this Executive Order are found to be inconsistent with any provisions of the Bellingham Municipal Code, this Order shall control.

Section 7. Severability. If any section, sentence, clause or phrase of this Executive Order should be held to be unconstitutional or unlawful by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Order.

Section 8. Recitals. I adopt the above "WHEREAS" recitals as findings of fact and conclusions of law in support of this Executive Order.

Dated this 21ST day of SEPTEMBER, 2021.



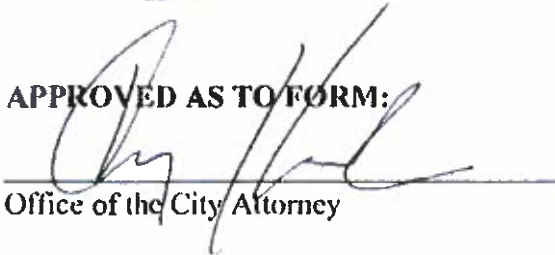
Mayor

ATTEST:



Finance Director

APPROVED AS TO FORM:



Office of the City Attorney