

**GRANDVIEW CITY COUNCIL
COMMITTEE-OF-THE-WHOLE
MEETING AGENDA
TUESDAY, DECEMBER 13, 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

- A. Oath of Office – Councilmember Laura Flores

1

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. Ordinance regarding a Supporting Investments in Economic Diversification (SIED) Contract with Yakima County and the City of Grandview for the Wine Country Road and McCreadie Road Roundabout and Utilities; authorizing the Mayor to execute all documents necessary to implement the contract and receive and expend all monies received under the contract for the project; and creating project Fund 335 – Wine Country Road and McCreadie Road Roundabout and Utilities and authorizing the City Treasurer to make interfund loans to support cash flow to Fund 335

2-16

- B. Resolution authorizing the Mayor to sign the Washington State Transportation Improvement Board Fuel Tax Grant Agreement Project Number 3-E-183(010)-1 for the West Fifth and Elm Street Overlay

17-27

- C. Resolution approving Task Order No. 2022-07 with HLA Engineering and Land Surveying, Inc., for the Headworks Bypass Improvements

28-33

- D. Resolution authorizing the Mayor to sign the Technical Assistance Contract No. 010123GV with the Yakima Valley Conference of Governments

34-38

5. OTHER BUSINESS

6. ADJOURNMENT

The City of Grandview Committee-of-the-Whole and Regular Council Meetings scheduled for Tuesday, December 13, 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/83446884973?pwd=SEtuZjFmZVNJUzdtZDBwVEQ0RlVidz09>

To join via phone: +1 253 215 8782

Meeting ID: 834 4688 4973

Passcode: 921398

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

ITEM TITLE

Ordinance regarding a Supporting Investments in Economic Diversification (SIED) Contract with Yakima County and the City of Grandview for the Wine Country Road and McCreddie Road Roundabout and Utilities; authorizing the Mayor to execute all documents necessary to implement the contract and receive and expend all monies received under the contract for the project; and creating project Fund 335 – Wine Country Road and McCreddie Road Roundabout and Utilities and authorizing the City Treasurer to make interfund loans to support cash flow to Fund 335

AGENDA NO.: New Business 4 (A)

AGENDA DATE: December 13, 2022

DEPARTMENT

City Administrator/Public Works Director

FUNDING CERTIFICATION (City Treasurer) (If applicable)

N/A

DEPARTMENT HEAD REVIEW

Cus Arteaga, City Administrator/Public Works Director



CITY ADMINISTRATOR

MAYOR




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

In 2021, the City was awarded a grant from the Washington State Transportation Improvement Board for the construction of a new roundabout at the Exit 75/McCreddie Road and Wine Country Road intersection. The construction was scheduled for spring of 2023.

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.

In November 2022, the City was awarded a half grant and half loan in the amount of \$518,100 from the Yakima County Supporting Investments in Economic Diversification (SIED) Fund for the Wine Country Road and McCreddie Road Roundabout and Utilities.

Please note Exhibit A is not attached to the SIED Contract at this time. Exhibit A is the debt service schedule that is not completed until both parties sign. This is because interest is calculated on the date the County Commissioners sign the agreement, as they sign last. It saves the City interest because if the County calculated the debt schedule now, the City would be paying interest from the date the County Treasurer calculates the schedule. Therefore, knowing the date the agreement becomes effective (date both parties sign), the interest rate (5.25%) and terms of payment (ten payments with the first payment June 1, 2024 and last payment June 1, 2033) provides everything necessary in the agreement to calculate Exhibit A.

As all other requirements for Exhibit A are now in the agreement except the date signed, waiting to attach Exhibit A only benefits the City.

Following the execution of the SIED Contract by the County and the City and the completion of the debt service schedule, a repayment agreement will be prepared for execution by the City to repay the \$259,050 portion of the SIED loan.

ACTION PROPOSED

Move an ordinance regarding a Supporting Investments in Economic Diversification (SIED) Contract with Yakima County and the City of Grandview for the Wine Country Road and McCreadie Road Roundabout and Utilities; authorizing the Mayor to execute all documents necessary to implement the contract and receive and expend all monies received under the contract for the project; and creating project Fund 335 – Wine Country Road and McCreadie Road Roundabout and Utilities and authorizing the City Treasurer to make interfund loans to support cash flow to Fund 335 to a regular Council meeting for consideration.

Cus Arteaga

From: Craig Warner <craig.warner@co.yakima.wa.us>
Sent: Wednesday, November 30, 2022 9:15 AM
To: Cus Arteaga
Cc: Joe Schmitt
Subject: SIED Agreement
Attachments: YC-RA82-22 Grandview Roundabout I-82 and Exit 75.pdf

CAUTION: External Email

Good Morning Cus,

I have attached the SIED agreement for the roundabout at I-82 and Exit 75 in Grandview. Please review and let me know if there are any changes. Once signed, please email it back to me and I will get it before the Board of Yakima County Commissioners for their approval.

Thank you!

Craig

ORDINANCE NO. 2022-27

AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON, REGARDING A SUPPORTING INVESTMENTS IN ECONOMIC DIVERSIFICATION CONTRACT WITH YAKIMA COUNTY AND THE CITY OF GRANDVIEW FOR THE WINE COUNTRY ROAD AND MCCREADIE ROAD ROUNDSABOUT AND UTILITIES; AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY TO IMPLEMENT THE AGREEMENT AND RECEIVE AND EXPEND ALL MONIES RECEIVED UNDER THE AGREEMENT FOR THE PROJECT; AND CREATING PROJECT FUND 335 – WINE COUNTRY ROAD AND MCREADIE ROAD ROUNDSABOUT AND UTILITIES AND AUTHORIZING THE CITY TREASURER TO MAKE INTERFUND LOANS TO SUPPORT CASH FLOW TO FUND 335

WHEREAS, sales and use taxes are collected in and for the County under authority of RCW 82.14.370 and Yakima County Code 3.10.010 for the purpose of financing public facilities in the County, and the proceeds are deposited in the Yakima County Infrastructure Fund (also referred to as SIED Fund), according to YCC 3.10.040; and

WHEREAS, the City proposes to construct a project with a combination of City, private, and County funds, including \$518,100 from the SIED Fund, \$259,050 to be in the form of a loan, and \$259,080 to be in the form of a grant, and thereafter to own and operate the Project for the benefit of the City and the County; and

WHEREAS, RCW 82.14.370 was adopted to serve the goals of promoting business in rural distressed areas, providing family wage jobs and the development of communities of excellence in such areas, and the parties expect the Project to further these goals; and

WHEREAS, RCW 43.160.020 was adopted and amended for related purposes with those of RCW 82.14.370, to define public facilities to include various buildings, structures and works, such as the City's project; and

WHEREAS, the County, under authority of RCW 36.01.085, and by agreement of February 19, 1999, has engaged the Yakima County Development Association, also known as New Vision, to provide administrative and technical assistance in furtherance of the County's economic development; and

WHEREAS, the County has also created the SIED Board to review applications for grants from the SIED Fund and make recommendations for SIED Fund investments based on commitment of other funds, potential for resulting job creation, and other factors; and

WHEREAS, New Vision has investigated the Project and assisted in preparing the pending application for SIED funds, and the SIED Board has reviewed the application for SIED funds and has recommended approval; and

WHEREAS, the SIED Fund balance is sufficient to make the requested contribution to the Project; and

WHEREAS, RCW 39.34 authorizes interlocal agreements whereby municipal governments may jointly exercise the powers granted to each; and

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

SECTION 1: The recitals set forth above are hereby incorporated herein.

SECTION 2: The Mayor or the appropriate City official are authorized to execute all documents necessary to execute and implement the Supporting Investments in Economic Diversification, SIED, Contract with Yakima County (Agreement) and are further authorized to receive and expend all monies received under the Agreement for the Project.

SECTION 3: Fund 335 – Wine Country Road and McCreadie Road Roundabout and Utilities, is hereby established to track revenue and expenditures for the Project and that fund shall be budgeted in the City’s 2023 Budget.

SECTION 4: The City Treasurer, or her designee, is authorized to make interfund loans from an appropriate City Fund to Fund 335 – Wine Country Road and McCreadie Road Roundabout and Utilities, in the minimum amount necessary to cover any cash flow shortage in Fund 335, caused by the Agreement. These loans shall be repaid as soon as funding is available to cover the cash flow shortage. All terms required by the State BARS manual shall be incorporated into the loan document, including interest, if applicable.

SECTION 5: The provisions of this ordinance are hereby declared to be severable. If any section, subsection, sentence, clause, or phrase of this ordinance or its application to any person or circumstance is for any reason held to be invalid or unconstitutional, the remainder of this ordinance shall not as a result of said section, subsection, sentence, clause, or phrase be held unconstitutional or invalid.

SECTION 6: This ordinance shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on December 13, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLICATION: 12/14/22
EFFECTIVE: 12/19/22

**YAKIMA COUNTY
and
CITY OF GRANDVIEW
(Wine Country Road and McCreadie Road Roundabout and Utilities)**

1. PARTIES

This Supporting Investments in Economic Diversification (hereinafter referred to as SIED) Contract is made by and between Yakima County (hereinafter referred to as **the County**) whose address is 128 North Second Street, County Courthouse, Room 102, Yakima, Washington 98901, and **the City of Grandview** (hereinafter referred to as **the City**) whose address is 207 West Second Street, Grandview, Washington 98930. Notices between the parties shall be made where and as provided for on Page 7, Section 22, NOTICES.

2. TERM

This Contract takes effect upon execution hereof by the authorized representatives of both parties and continues in effect until all payments required under Section 5, MUTUAL CONSIDERATION, Subsection B. REPAYMENT OF COUNTY LOAN, have been made or until terminated as provided for in Section 8, SUSPENSION, TERMINATION, AND CLOSEOUT, provided, the County’s right under Section 5, MUTUAL CONSIDERATION, Subsection D. OWNERSHIP AND USE, to use the Project shall continue so long as the Project remains in use.

3. PURPOSE

The purpose of this Contract is to provide for the construction of certain infrastructure improvements (hereinafter referred to as **the Project**) using certain County funds designated for such infrastructure. The Project will reconstruct the Wine Country Road and McCreadie Road intersection into a one lane roundabout; including an urban section with curb and gutter, 10 ft shared use pathway, regional pathway connection, handicap ramps, storm drainage facilities, domestic water main extensions, new sanitary sewer system, and an illumination system. These improvements will directly encourage alternative modes of travel, improve system continuity, reduce congestion and provide both access and utilities for continuing economic development for Grandview.

4. RECITALS

- A. The Parties make this Contract based on and in recognition of certain relevant facts and circumstances including:
- B. Sales and use taxes are collected in and for the County under authority of RCW 82.14.370 and Yakima County Code 3.10.010 for the purpose of financing public facilities in the County, and the proceeds are deposited in the Yakima County Infrastructure Fund (also referred to as SIED Fund), according to YCC 3.10.040.
- C. The City proposes to construct the Project with a combination of City, private, and

County funds, including **\$518,100.00 from the SIED Fund, \$259,050.00 to be in the form of a loan, and \$259,080.00 to be in the form of a grant**, and thereafter to own and operate the Project for the benefit of the City and the County.

- D. RCW 82.14.370 was adopted to serve the goals of promoting business in rural distressed areas, providing family wage jobs and the development of communities of excellence in such areas, and the parties expect the Project to further these goals.
- E. RCW 43.160 and 43.160.020 adopted and amended for related purposes with those of RCW 82.14.370, define public facilities to include various buildings, structures and works, such as the Project.
- F. The County, under authority of RCW 36.01.085, and by agreement of February 19, 1999, has engaged the Yakima County Development Association, also known as New Vision, to provide administrative and technical assistance in furtherance of the County's economic development.
- G. The County has also created the SIED Board to review applications for grants from the SIED Fund and make recommendations for SIED Fund investments based on commitment of other funds, potential for resulting job creation, and other factors.
- H. New Vision has investigated the Project and assisted in preparing the pending application for SIED funds, and the SIED Board has reviewed the application for SIED funds and has recommended approval.
- I. The SIED Fund balance is sufficient to make the requested contribution to the Project.
- J. RCW 39.34 authorizes interlocal agreements whereby municipal governments may jointly exercise the powers granted to each.

5. MUTUAL CONSIDERATION

- A. **COUNTY LOAN**—The County shall *loan* **Two Hundred Fifty-nine Thousand Fifty Dollars and Zero Cents (\$259,050.00)** for the Project described herein. **This loan amount shall be drawn on the SIED Fund by County warrant, payable to the City, upon the next Yakima County Auditor's warrant issue.**
- B. **REPAYMENT OF COUNTY LOAN**—The City shall *repay* the County's loan of **Two Hundred Fifty-nine Thousand Fifty Dollars and Zero Cents (\$259,050.00)** with **interest on unpaid principal, at an annual per annum rate of 5.25%**, which is the Yakima County Interfund Loan Rate. In the event the contract is executed after January 17, 2023, the parties agree to use the current yield on the date this contract is fully executed by both parties. Interest shall accrue from the date this contract is approved by the County.

Repayment of principal and interest shall be made in ten annual installments. The first payment shall be due on June 1, 2024, and annual payments thereafter shall be due on June 1 of each year with the final payment nevertheless due on June 1, 2033; Provided however, that the final installment may be in such greater or lesser amount as shall be required for full amortization of the repayment amount.

Payment shall be by check *payable to Yakima County Infrastructure Fund and delivered to Yakima County Treasurer, Yakima County Courthouse, Room 115, 128 North 2nd Street, Yakima, WA 98901*. The City obligation hereunder shall be a limited general obligation of the City, payable from any legally available source of funds. Exhibit A attached hereto and incorporated herein reflects the Debt Service Schedule as noted.

In the event of payment by the City of any one or more installments, or of the entire loan balance, before the date prescribed in Exhibit A, interest shall accrue on such installment(s) or balance until, but not beyond, the June 1 next succeeding the date of such payment(s). If more than one installment is paid during any repayment year, then the repayment period recited above shall be correspondingly shortened and the scheduled of payments reflected in Exhibit A shall be correspondingly advanced.

- C. **COUNTY GRANT**—The County shall *grant Two Hundred Fifty-nine Thousand Fifty Dollars and Zero Cents (\$259,050.00)* to the City for the Project described herein. This grant shall be by County warrant drawn on the SIED Fund and payable to the City within 30 days of the County's receipt of a signed copy of the Project engineer's certificate that 50 percent of the work on the Project has been completed and the City's invoice for said grant.

The Project must be at least 50 percent completed three years from the date this contract is approved by the County. If the project is not at least 50 percent complete by this date, the grant portion of this agreement will be terminated and the City will not receive the grant in the amount of Two Hundred Fifty-nine Thousand Fifty Dollars and Zero Cents (\$259,050.00).

The above contract provision is specifically bargained for by the County and the City agrees to it. The County shall have the unilateral power to determine if the project is fifty (50) percent complete by the three (3) year period from execution. The parties agree that in the event that this contract term is invoked by the County that it will hold the County harmless and release the County from any and all claimed actual and/or consequential damages that may result from the County's decision to withhold the Grant funds if the City does not meet the fifty percent building requirement.

- D. **OWNERSHIP AND USE**—The City shall construct, own, maintain, and operate the Project as a part of its public infrastructure for economic development, available for use by manufacturing and industrial concerns proximate to the Project. The City shall also permit the use of the Project by the County and its departments on like terms with other users, at such time as the Board of Yakima County Commissioners may deem expedient. For purposes of this paragraph, ownership, maintenance, and operation of the Project or any portion thereof by another municipality, under any conveyance or dedication, which is subject to and preserves the County's right of use, shall be deemed ownership, maintenance, and operation by the City.

6. RECORDS, REPORTS AND AUDITS

The City agrees to maintain such records, make such reports, and follow such procedures as may be required by the County, pertaining to this Contract. All records pertaining to this Contract and work undertaken hereunder shall be retained by the City for a period of seven years after final audit unless a longer period is required to resolve audit findings or litigation. The County and other authorized representatives of the State and Federal government shall have access to any books, documents, papers, and records of the City, which pertain to this Contract or work undertaken hereunder for the purpose of making audit, examination, excerpts, and transcriptions.

7. RELATIONSHIP OF PARTIES AND AGENTS

- A. The relationship of the City to the County, with regard to construction of the Project, shall be that of an independent contractor rendering professional services. The City shall have no authority to execute contracts or to make commitments on behalf of the County and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the County and the City.
- B. The City represents that it has or will secure at its own expense all personnel, contractors, and/or subcontractors required in order to perform work under this Contract. Such personnel shall not be employees of the County. All such personnel, contractors, and/or subcontractors shall be fully qualified and authorized/permitted under State and/or local law to perform such services.
- C. All services required hereunder will be performed by the City or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State or local law to perform such services.

8. SUSPENSION, TERMINATION, AND CLOSEOUT

- A. If the City fails to comply with the terms and conditions of this Contract, the County may pursue such remedies as are legally available, including, but not limited to, the suspension or termination of this Contract in the manner specified herein:
- B. **SUSPENSION**—If the City fails to comply with terms and conditions of this Contract, or whenever the City is unable to substantiate full compliance with provisions of this Contract, the County may suspend this Contract pending corrective action or investigation, effective not less than seven days following written notification to the City or its authorized representative. The suspension will remain in full force and effect until the City has taken corrective action to the satisfaction of the County and is able to substantiate its full compliance with the terms and conditions of this Contract. No obligations incurred by the City or its authorized representative during the period of suspension will be allowable under this Contract, except:
 - I. Reasonable, proper, and otherwise allowable costs which the City could not avoid during the period of suspension;
 - II. Otherwise, allowable costs incurred during the period of suspension, if upon investigation, the County is satisfied of the City's compliance with the terms

and conditions of this Contract to the extent of the compensation claimed by the City.

C. TERMINATION FOR CAUSE—If the City fails to comply with the terms and conditions of this Contract and any of the following conditions exist:

- I. The lack of compliance with the provisions of this Contract were of such scope and nature that the County deems continuation of this Contract to be substantially detrimental to the interests of the County;
- II. The City has failed to take satisfactory action as directed by the County or its authorized representative within the time period specified by same;
- III. The City has failed within the time specified by the County or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this Contract; then,
- IV. The County may terminate this Contract in whole or in part, and thereupon shall notify the City of termination, the reasons therefore, and the effective date, provided such effective date shall not be prior to notification of the City. After this effective date, no charges incurred under any terminated portions outlined in the application for funding are allowable.

D. TERMINATION FOR OTHER GROUNDS—This Contract may also be terminated in whole or in part by mutual consent and written agreement setting forth the conditions of termination, including effective date and, in case of termination in part, that portion to be terminated.

9. COPYRIGHT RESTRICTION

No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the City.

10. COMPLIANCE WITH LAWS

The County and the City shall comply with all applicable laws, ordinances, and codes of the Federal, State, and local governments with regard to the performance of this Contract.

11. TITLE VI OF THE CIVIL RIGHT ACT OF 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, creed, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

12. SECTION 109—HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall on the grounds of race, color, creed, religion, sex, or national origin be excluded from participation in, be denied benefits of, or be subjected to

discrimination under any program or activity funded in whole or in part with funds made available under this title.

13. AGE DISCRIMINATION ACT OF 1975 (As Amended)

No person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving Federal funding assistance (42 U.S.C. 610 et. seq.)

14. SECTION 504 OF THE REHABILITATION ACT OF 1973 (As Amended)

No otherwise qualified individual shall, solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal funds (29 U.S.C. 794).

15. INTEREST OF AGENTS AND OFFICERS OF THE COUNTY AND THE CITY

No member of the governing body of either party and no other officer, employee, or agent of either party who exercises any functions or responsibilities in connection with the planning or carrying out of the Project shall have any personal financial interest, direct or indirect, in this Contract.

16. HOLD HARMLESS AND INDEMNITY

The City shall indemnify and hold harmless the County, its officers, agents, and employees, from all liability, loss or damage, including costs of defense they may suffer as a result of claims, demands, actions costs, or judgments which result from the activities to be performed by the City, its agents, employees, or subcontractors pursuant to this Contract.

17. PUBLIC LIABILITY

The City or its contractor(s) shall maintain for the duration of work under this Contract, issued on an occurrence basis, comprehensive liability insurance with a combined single limit of not less than one million dollars (\$1,000,000.00) from a company authorized to provide insurance in the State of Washington. Said policies shall provide that the policy shall not be canceled or altered by any party without written notice to Yakima County, delivered not less than 30 days prior to such cancellation or alteration. Applicant certifies that comprehensive liability insurance with a combined single limit of not less than \$1,000,000.00 is in effect.

18. ASSIGNABILITY

The City shall not assign any interest in this Contract and shall not transfer any interest in this Contract (whether by assignment or novation) without prior written consent of the County thereto, provided, however, that claims for money by the City from the County under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the County by the City.

19. NON-WAIVER

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

20. CONTRACT MODIFICATIONS

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

21. SEVERABILITY

If any portion of this Contract is changed per mutual contract or any portion is held invalid, the remainder of this Contract shall remain in full force and effect.

22. NOTICES

A. Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties to their addresses as follows:

TO CITY: Cus Arteaga
City Administrator/Public Works Director
207 West Second Street
Grandview, WA 98930

TO COUNTY: Craig Warner, Financial Services Director
128 North Second Street, Room 232
Yakima, WA 98901

or to such other addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

23. INTEGRATION

This Contract contains all terms and conditions agreed to by the County and the City. There are no other oral or written agreements between the City and County as to the subjects contained herein. No changes or additions to this Contract shall be valid or binding upon either party unless such change or addition be in writing and executed by both parties.

24. GOVERNING LAW AND VENUE

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

25. FILING

Upon execution by the authorized representatives of the parties, a copy of this Contract shall be promptly filed with the Yakima County Auditor pursuant to RCW 39.34.040.

IN WITNESS WHEREOF, the County and the City have executed this Contract as of the date and year last written below.

CITY OF GRANDVIEW

BOARD OF COUNTY COMMISSIONERS

, Mayor Gloria Mendoza

Amanda McKinney, Chair

Approved as to Form:

LaDon Linde, Commissioner

, City Attorney Quinn Plant

Ron Anderson, Commissioner

Approved as to Form:

Attest:

Dan Clark, Deputy Prosecuting Attorney

, City Clerk Anita Palacios

CONTRACT AUTHORIZATION

Attest:

Date 12/13/2022

Julie Lawrence, Clerk of the Board

Date

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

| | |
|---|--|
| ITEM TITLE | AGENDA NO.: New Business 4 (B) |
| Resolution authorizing the Mayor to sign the Washington State Transportation Improvement Board Fuel Tax Grant Agreement Project Number 3-E-183(010)-1 for the West Fifth and Elm Street Overlay | AGENDA DATE: December 13, 2022 |
| DEPARTMENT | FUNDING CERTIFICATION (City Treasurer) (If applicable) N/A |
| Public Works Department | |

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 submitted a grant funding application to the Washington State Transportation Improvement Board for the West Fifth and Elm Street Overlay.

ITEM COMMENTARY (Background, discussion, key points, recommendations, etc.) Please identify any or all impacts this proposed action would have on the City budget, personnel resources, and/or residents.
On December 2, 2022, the Washington State Transportation Improvement Board announced that the City was awarded 90% of approved eligible project costs with a maximum grant of \$523,922 for the West Fifth and Elm Street Overlay. The City will be required to provide a 10% local match which will be allocated from the Capital Improvement Fund. Attached is the Fuel Tax Grant Agreement with TIB that will require Council approval.

ACTION PROPOSED
Move a resolution authorizing the Mayor to sign the Washington State Transportation Improvement Board Fuel Tax Grant Agreement Project Number 3-E-183(010)-1 for the West Fifth and Elm Street Overlay to a regular Council meeting for consideration.

Cus Arteaga

From: Heusman, Jonathan (TIB) <JonathanH@tib.wa.gov>
Sent: Monday, December 5, 2022 2:39 PM
To: Cus Arteaga
Subject: Congratulations on Selection - Grandview - West Fifth and Elm Street Overlay - TIB Project Number 3-E-183(010)-1
Attachments: FUNDING STATUS FORM - GRANDVIEW West Fifth and Elm Street Over.pdf; GRANDVIEW West Fifth and Elm Street Over AGENCY OFFICAL LETTER.pdf; SEGMENT LIST - Grandview - December 2022 .pdf; FTA - GRANDVIEW West Fifth and Elm Street Over.pdf

CAUTION: External Email

Congratulations, your West Fifth and Elm Street Overlay project was approved by the TIB Board on December 2nd for funding. Please find the attached project selection letter, fuel tax agreement, project funding status form, and funded segments list. Prior to beginning any reimbursable work, please "wet" sign a copy of the fuel tax agreement and project funding status forms and return them to me as well as an excerpt from the agency's adopted six year program if applicable (these are not needed for preservation projects). Scanned copies are acceptable to return to me. No hard copies are needed; however the signature must be a wet signature, then scanned in.

If you have any questions, please give me a call at (360) 586-1143 or reply to this email. I look forward to working with you.

All the best.

JONATHAN HEUSMAN

TIB – NE Region Engineer

Office: (360) 586-1143

Cell: (360) 259-8428



Washington State Transportation Improvement Board

TIB Members

- Chair
Mayor Glenn Johnson
City of Pullman
- Vice Chair
Councilmember Sam Low
Snohomish County
- Amy Asher
Mason Transit Authority
- Aaron Butters, PE
HW Lochner Inc.
- Susan Carter
Hopelink
- Kent Cash, PE
Port of Vancouver
- Barbara Chamberlain
WSDOT
- Elizabeth Chamberlain
City of Walla Walla
- Dongho Chang, PE
WSDOT
- Scott Chesney
Spokane County
- Vicky Clarke
Cascade Bicycle Club/Washington Bikes
- Mike Dahlem, PE
City of Sumner
- Commissioner Al French
Spokane County
- Councilmember Hilda Guzmán
City of Granger
- Commissioner Scott Hutsell
Lincoln County
- Les Reardanz
Whatcom Transportation Authority
- Peter Regalsky, PE
City of Richland
- Mayor Kim Roscoe
City of Fife
- Maria Thomas
Office of Financial Management
- Jennifer Walker
Thurston County
- Jane Wall
County Road Administration Board

December 02, 2022

Mr. Cus Arteaga
 City Administrator/Public Works Director
 City of Grandview
 207 West 2nd Street
 Grandview, WA 98930-1398

Dear Mr. Arteaga:

Congratulations! We are pleased to announce the selection of your project, West Fifth and Elm Street Overlay, Multiple Locations, TIB project number 3-E-183(010)-1.

TIB is awarding 90.0001% of approved eligible project costs with a maximum grant of \$523,922.

Before any work is permitted on this project, you must complete the following:

- **Verify the information on the attached Project Funding Status Form and, revise if necessary. Print, sign and email a scanned copy;**
- **Sign, scan and email one copy of the Fuel Tax Grant Distribution Agreement; and**
- **Return the above items to TIB;**

You may only incur reimbursable expenses after you receive approval from TIB.

In accordance with RCW 47.26.084, you must certify full funding by December 2, 2023 or the grant may be terminated. Grants may also be rescinded due to unreasonable project delay as described in WAC 479-05-211.

If you have questions, please contact Jonathan Heusman, TIB Project Engineer, at JonathanH@TIB.wa.gov.

Sincerely,

Ashley Probart
 Executive Director

Enclosures

Ashley Probart
 Executive Director

P.O. Box 40901
 Olympia, WA 98504-0901
 Phone: 360-586-1140
 Fax: 360-586-1165
www.tib.wa.gov

Arterial Preservation Program (APP)
Approved Segment Listing
FY 2024 Overlay Program

GRANDVIEW

| Street | Termini | Pavement Length | Pavement Width |
|-----------------------|----------------------------------|-------------------|----------------|
| Elm Street | Bonnieview Rd to Wine Country Rd | 940 feet | 31 feet |
| W Fifth Street | Euclid Rd to Ave E | 1,650 feet | 32 feet |

RESOLUTION NO. 2022-65

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN THE WASHINGTON STATE
TRANSPORTATION IMPROVEMENT BOARD FUEL TAX GRANT
AGREEMENT PROJECT NUMBER 3-E-183(010)-1
FOR THE WEST FIFTH AND ELM STREET OVERLAY**

WHEREAS, the City of Grandview has been selected by the Washington State Transportation Improvement Board to receive TIB grant funds in the amount of \$523,922 for the West Fifth and Elm Street Overlay, and

WHEREAS, the City must execute a Fuel Tax Grant Agreement setting forth the terms and conditions and the regulations by which the City must comply in order to receive said funding,

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

The Mayor is hereby authorized to sign the Fuel Tax Grant Agreement between the City of Grandview and the Washington State Transportation Improvement Board in the form as is attached hereto and incorporated herein by reference for Project Number 3-E-183(010)-1 West Fifth and Elm Street Overlay.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on December 13, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



City of Grandview
3-E-183(010)-1
West Fifth and Elm Street Overlay
Multiple Locations

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of Grandview
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the West Fifth and Elm Street Overlay, Multiple Locations (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Grandview, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

For the project specified above, TIB shall pay 90.0001 percent of approved eligible project costs up to the amount of \$523,922, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT'S Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT'S submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as



often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

6.0 AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

8.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9.0 DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:



- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

9.3 TERMINATION

a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.

b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.

c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the maximum payable TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for all costs incurred in excess of the maximum amount payable by TIB. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the intended ratio between TIB funds and total project costs, as described in Section 1.0 of this Agreement.



12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.



15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Approved as to Form
Attorney General

By:

Signature on file

Guy Bowman
Assistant Attorney General

Lead Agency

Transportation Improvement Board

12/13/2022
Chief Executive Officer Date

Executive Director Date

Mayor Gloria Mendoza
Print Name

Print Name



Project Funding Status Form

Agency Name **GRANDVIEW**
Project Name: **West Fifth and Elm Street Overlay**
Multiple Locations

TIB Project Number: **3-E-183(010)-1**

Verify the information below and revise if necessary.
Email to: Your TIB Engineer

PROJECT SCHEDULE

| Target Dates | | |
|-----------------------|--------------------|---------------------|
| Construction Approval | Contract Bid Award | Contract Completion |
| | | |

PROJECT FUNDING PARTNERS

List additional funding partners and amount.

| Funding Partners | Amount | Revised Funding |
|--------------------------|---------------|-----------------|
| GRANDVIEW | 58,213 | |
| WSDOT | 0 | |
| Federal Funds | 0 | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| TOTAL LOCAL FUNDS | 58,213 | |

Signatures are required from two different agency officials. Email a signed copy of this form to your TIB Engineer.

Mayor or Public Works Director

Signature

December 13, 2022
Date

Gloria Mendoza
Printed or Typed Name

Mayor
Title

Financial Officer

Signature

December 13, 2022
Date

Matt Cordray
Printed or Typed Name

City Treasurer
Title

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

ITEM TITLE

Resolution approving Task Order No. 2022-07 with HLA Engineering and Land Surveying, Inc., for the Headworks Bypass Improvements

AGENDA NO.: New Business 4 (C)

AGENDA DATE: December 13, 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)

The City's existing headworks distribution box has a failed slide gate, which hinders plant flow flexibility. A new headworks distribution box bypass will be installed to allow the operator to direct flow around the box. The total project cost, including final design engineering and construction engineering services, is estimated to be \$150,000 and is included in the City's 2023 budget. Most of the project design has already been completed under the General Services Agreement. This scope of services will include furnishing final plans and specifications, bidding support services, and construction engineering services.

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 Task Order No. 2022-07 with HLA Engineering and Land Surveying, Inc., to provide professional engineering and land surveying services for the Headworks Bypass Improvements. The estimated fees for services in the amount of \$34,000 (\$12,000 for design engineering and \$22,000 for construction engineering).

ACTION PROPOSED

Move a resolution approving a resolution approving Task Order No. 2022-07 with HLA Engineering and Land Surveying, Inc., for the Headworks Bypass Improvements to a regular Council meeting for consideration.

RESOLUTION NO. 2022-66

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
APPROVING TASK ORDER NO. 2022-07 WITH HLA ENGINEERING AND
LAND SURVEYING, INC., FOR THE HEADWORKS BYPASS IMPROVEMENTS**

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 provide professional engineering and land surveying services for the Headworks Bypass Improvements,

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. 2022-07 with HLA Engineering and Land Surveying, Inc., to provide professional engineering and land surveying services for the Headworks Bypass Improvements with a total fee for services in the amount of \$34,000 (\$12,000 for design engineering and \$22,000 for construction engineering) 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 December 13, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

TASK ORDER NO. 2022-07

REGARDING GENERAL AGREEMENT BETWEEN CITY OF GRANDVIEW

AND

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

PROJECT DESCRIPTION:

Headworks Bypass Improvements
HLA Project No. 22211E

The City of Grandview's existing headworks distribution box has a failed slide gate, which hinders plant flow flexibility. A new headworks distribution box bypass will be installed to allow the operator to direct flow around the box. The total project cost, including final design engineering and construction engineering services, is estimated to be \$150,000 and is included in the City's 2023 budget. Most of the project design has already been completed under the General Services Agreement. This scope of services will include furnishing final plans and specifications, bidding support services, and construction engineering services.

SCOPE OF SERVICES:

At the direction of the City of Grandview (CITY), HLA shall provide professional engineering services for the Headworks Bypass Improvements project (PROJECT). HLA services shall include the following:

1.0 Design Engineering

This phase results in the completion of previously drafted design plans, and the preparation of project specifications and bid documents. Additional tasks are listed below:

- 1.1 Prepare final design plans, specifications, and estimate for the CITY and provide a complete plan set, including plan sheets with construction notes and plan details.
- 1.2 Upon authorization from the CITY, furnish electronic copies of final documents suitable for bidding. Five (5) printed copies of the contract documents will be made for later distribution to the CITY and Contractor after the contract is awarded. It is assumed no more than one (1) bid package will be prepared corresponding to one (1) construction phase.
- 1.3 Prepare the advertisement for bids and transmit to newspapers as selected by the CITY. Advertising fees will be paid by the CITY.
- 1.4 Transmit plans and specifications to dry utility companies, including power, cable, natural gas, and telephone to advise them of pending construction.
- 1.5 Provide contract documents to potential bidders, as requested, and maintain planholders list.
- 1.6 Answer and supply such information as requested by prospective bidders.
- 1.7 Prepare and issue addenda to contract documents, if necessary.
- 1.8 Attend the bid opening and participate in bidder evaluation process following receipt of bids.
- 1.9 Prepare tabulation of all bids received by the CITY and review bidder's qualifications.
- 1.10 Make recommendation to the CITY of construction contract award to the lowest responsible bidder, as requested.

2.0 Construction Engineering

Services during construction will be provided as listed below:

- 2.1 Prepare and transmit Notice of Award to the Contractor.
- 2.2 Coordinate execution of construction contract with the CITY and Contractor, including review of bond and insurance requirements.
- 2.3 Coordinate and facilitate the preconstruction meeting with the CITY, Contractor, private utilities, and affected agencies.
- 2.4 Prepare and issue Notice to Proceed to the Contractor.
- 2.5 Furnish field survey crew necessary to set horizontal and vertical control for the PROJECT site.
- 2.6 Furnish a qualified resident engineer (inspector) to observe PROJECT construction for substantial compliance with plans and specifications, and CITY Construction Standards.
- 2.7 Field measure and/or compute pay item quantities. Prepare and file PROJECT progress reports with the CITY, and provide monthly progress pay estimates to the CITY.
- 2.8 Administer construction meetings (as needed).
- 2.9 Consult and advise the CITY during construction and make a final report of the completed work.
- 2.10 If required, monitor Contractor and subcontractor compliance with State labor standards during construction, including checking monthly certified payrolls, conducting employee interviews in the field, and issuing letters of non-compliance and/or letters of missing documents.
- 2.11 Review Contractor's submission of samples and shop drawings, when applicable.
- 2.12 Review materials testing results for compliance with the plans and specifications.
- 2.13 Prepare and submit proposed contract change orders when applicable.
- 2.14 Perform final walk-through with the CITY and Contractor, and issue final punch list.
- 2.15 Prepare and furnish record drawings and field notes of all completed work from as built drawings and field records provided by the resident engineer and Contractor.
- 2.16 Prepare final pay estimate and contract closeout package.

3.0 Additional Services

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

4.0 Items to be Furnished and Responsibility of the CITY

The CITY will provide or perform the following:

- 4.1. Provide full information as to CITY requirements of the work items.
- 4.2. Assist HLA by providing all available information pertinent to the PROJECT, including previous reports, drawings, plats, surveys, utility records, and any other data relative to design and construction.

- 4.3. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by HLA, and provide written decisions within a reasonable time so as not to delay the work of HLA.
- 4.4. Obtain approval of all governmental authorities with jurisdiction over the PROJECT, and approvals and consents from other individuals or bodies as necessary for completion. Pay all review fees and costs associated with obtaining such approvals.
- 4.5. Pay for project bid advertisement costs.

TIME OF PERFORMANCE:

Following receipt of signed Task Order, HLA will diligently pursue completion of the PROJECT as follows:

1.0 Design Engineering

HLA will provide plans, specifications, and estimate within ninety (90) calendar days from the date of receipt of signed Task Order. Final plans, specifications, and estimate for the PROJECT are intended to be completed in time for construction of the improvements in the spring of 2023.

2.0 Construction Engineering

Engineering services during construction of the PROJECT shall begin upon construction contract award by the CITY to the lowest responsible bidder and shall extend through the completion of construction, and completion of as-constructed drawings. A maximum of ten (10) working days has been assumed for the construction of all improvements. Should either the Contractor be granted time extensions for construction completion due to recognized delays, requested additional work, and/or change orders, services during construction beyond ten (10) total working days shall be considered additional services.

3.0 Additional Services

Time for completion of work directed by the CITY under additional services shall be negotiated and mutually agreed upon at the time service is requested by the CITY.

FEE FOR SERVICE:

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 both parties.

1.0 Design Engineering


All work for design engineering shall be performed for the lump sum fee of \$12,000.00.

2.0 Construction Engineering

All work for construction engineering shall be performed on a time-spent basis at the normal hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses for an estimated fee of \$22,000.00.

3.0 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 laboratory testing, printing expenses, vehicle mileage, out-of-town travel costs, and outside consultants.

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

12/7/2022
Date

Approved: _____
City of Grandview
Gloria Mendoza, Mayor

Date

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

| | |
|---|--|
| ITEM TITLE Resolution authorizing the Mayor to sign the Technical Assistance Contract No. 010123GV with the Yakima Valley Conference of Governments | AGENDA NO.: New Business 4 (D) AGENDA DATE: December 13, 2022 |
| DEPARTMENT Planning | FUNDING CERTIFICATION (City Treasurer) (If applicable) |

DEPARTMENT HEAD REVIEW

Anita Palacios, City Clerk 

CITY ADMINISTRATOR

MAYOR





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

Each year, the City contracts with the Yakima Valley Conference of Governments (YVCOG) for technical assistance to include planning activities and grant applications on an as needed basis as requested by the City.

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.

YVCOG has the expertise and capability of assisting the City with planning activities and projects. The maximum amount of compensation and reimbursement to be paid by the City to YVCOG under this Technical Assistance Contract is \$30,000, contract attached. When assistance is requested by the City, YVCOG prepares a scope of work and cost estimate. YVCOG invoices the City based upon actual expenses incurred. This amount has been appropriated in the 2023 planning budget under professional services.

ACTION PROPOSED

Move resolution authorizing the Mayor to sign the Technical Assistance Contract No. 010123GV with the Yakima Valley Conference of Governments to a regular Council meeting for consideration.

December 7, 2022

Gloria Mendoza, Mayor
City of Grandview
207 West 2nd Street
Grandview, WA 98930

SUBJECT: YVCOG Technical Assistance (TA) / Planning Services (PS) Contracts for 2023

Dear Mayor Mendoza:

Enclosed please find proposed contract options between the YVCOG and the City of Grandview. These contracts were pre-approved by the YVCOG Executive Committee on October 17, 2022, to expedite the process in the event the City wishes to initiate a contract. The time of performance and dollar amount are not filled in. To initiate this contract, those figures will need to be included.

The TA contract is generally used for YVCOG services that include a variety of tasks such as, but not limited to grant writing, planning, GIS, and meeting facilitation instead of one specific scope of work. When you have a long term or specific to a project (e.g. comprehensive plan updates) we use a Professional Services Agreement with a detailed scope of work with identified deliverables and timelines.

When the TA contract is entered into with a sum of your determination, YVCOG is authorized to perform services at the City of Grandview's request. The City is billed monthly for reimbursement for staff time until the authorized amount on the contract is depleted. YVCOG Staff will then reach out to determine if you would like to submit an amendment to increase the contract amount.

If you anticipate needing YVCOG assistance or services in 2023, please present the appropriate contract to your Council for discussion and approval. If approved, scan and email an original signed contract and we will return an original signed by the YVCOG Executive Committee Chair.

Please call if you have any questions. As always, the YVCOG looks forward to assisting you with your planning needs.

Sincerely,



Digitally signed by Chris Wickenhagen
DN: cn=Chris Wickenhagen, o=YVCOG, ou=
email=chris.wickenhagen@yvco.org, c=US
Date: 2022.12.07 16:26:32 -0800

Christina Wickenhagen
Executive Director

CMW:tdh

cc: Cus Arteaga, City Administrator
Attachment (Blank TA Contract)

RESOLUTION NO. 2022-67

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN THE TECHNICAL ASSISTANCE CONTRACT
NO. 010123GV WITH THE YAKIMA VALLEY CONFERENCE OF GOVERNMENTS**

WHEREAS, the City of Grandview wishes to enter into a Technical Assistance Contract with the Yakima Valley Conference of Governments for technical planning assistance,

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

The Mayor is hereby authorized to sign the Technical Assistance Contract No. 010123GV with the Yakima Valley Conference of Governments in the form as is attached hereto and incorporated herein by reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on December 13, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Organization Name: CITY OF GRANDVIEW
TECHNICAL ASSISTANCE CONTRACT NO. 010123GV

THIS CONTRACT, entered into this (DATE) December 13, 2022, by and between the Yakima Valley Conference of Governments, a regional association having its territorial limits within Yakima County, State of Washington (hereinafter called the "Conference"), acting herein by, Conference Chair, JAMES A. RESTUCCI, acting hereunto duly authorized, CITY OF GRANDVIEW, a municipal corporation or organization, located within Yakima County, State of Washington (hereinafter called the "City" or "Organization"), acting herein by (Name of Mayor or E.D.) Mayor Gloria Mendoza Executive Director or Mayor, hereunto duly authorized:

WITNESSETH THAT;

WHEREAS, the City or Organization has determined that a need exists to secure assistance in addition to normal Conference activities; and,

WHEREAS, the City or Organization is desirous of contracting with the Conference for certain technical planning assistance; and,

WHEREAS, the Conference possesses the technical planning staff with the necessary expertise to provide the required services;

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services. Services performed under this contract may consist of, but are not limited to, the following tasks. Upon mutual agreement by the City/Organization and the Conference of a detailed work program and time schedule, the Conference shall, in a satisfactory and proper manner, perform the following types of services:

1.1 Develop or assist in development of grant applications for community projects as requested by the Mayor or Executive Director;

1.2 Assist the City or Organization in the review of development proposals such as rezone and variance applications, State Environmental Policy Act (SEPA) reviews, planned unit developments and subdivisions as requested by the Mayor or Organization;

1.3 Assist the City Council and Planning Commission with any other activities mutually agreed upon by the City and the Conference.

1.4 Other Services - Choose One

Not Applicable

See Attached Additional Scope of Services

2. Time of Performance. The services provided by the Conference pursuant to this contract shall:

Commence on January 1, 2023 and shall end on December 31, 2023

3. Access to Information. It is agreed that all information, data, reports, records and maps as are available and for the carrying out of the work outlined above, shall be furnished to the Conference by the City or Organization. No charge shall be made to the Conference for such information, and the Organization will cooperate with the Conference in every way possible to facilitate the performance of the work described in this contract.

4. Compensation and Method of Payment. The maximum amount of compensation and reimbursement to be paid by the City or Organization hereunder shall not exceed \$ 30,000.00 for all services required.

In addition, the City or Organization will provide, at no charge to the Conference, photocopy service and secretarial assistance in typing reports for submittal. The Conference shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the Social Security, Workmen's Compensation and Income Tax Laws for persons other than Organization employees performing services pursuant to this contract.

5. Invoicing. The Conference shall submit monthly billings to CITY OF GRANDVIEW for payment based upon work completed for CITY OF GRANDVIEW. Billing for work shall be based upon actual expenses incurred. If applicable, the detailed budget and work program attached will provide an estimate of those expenses. However, amounts may be shifted between various line items to cover costs incurred. The final invoice shall be submitted within 15 days after the ending date of the contract.

6. Termination.

6.1. Termination of Contract for Cause. If, through any cause, CITY OF GRANDVIEW or the Conference shall fail to fulfill in a timely and proper manner the obligations contained within this contract, the non-defaulting party shall, thereupon, have the right to terminate this contract by giving, at least fifteen (15) days before the effective date of such termination, written notice to the other of such termination specifying the effective date thereof.

6.2. Termination for Convenience. Either CITY OF GRANDVIEW or the Conference may effect termination of this contract upon thirty (30) days written notice by either party to the other party. If the contract is terminated, CITY OF GRANDVIEW will compensate the Conference for that portion of services extended unto CITY OF GRANDVIEW.

7. Modification. The terms of this contract may be changed or modified by mutual agreement of CITY OF GRANDVIEW and the Conference in the form of written amendments to this contract.

8. Contract for Continuation. CITY OF GRANDVIEW shall give notice of their intent to continue or discontinue the contractual agreement for the year 2023, at least thirty (30) days prior to the completion of this contract.

YAKIMA VALLEY CONFERENCE OF GOVERNMENTS

CITY OF GRANDVIEW YAKIMA COUNTY

BY: _____
Conference Chair

BY: _____
Mayor Gloria Mendoza

ATTEST: _____
Secretary

ATTEST: _____