

**GRANDVIEW CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY, APRIL 25, 2023**



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.

REGULAR MEETING – 7:00 PM

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1. **CALL TO ORDER & ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **APPROVE AGENDA**
4. **PRESENTATIONS**
5. **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.
6. **CONSENT AGENDA** – Items on the Consent Agenda will be voted on together by the Council, unless a Councilmember requests that items be removed from the Consent Agenda and discussed and voted upon separately. An item removed from the Consent Agenda will be placed under Unfinished and New Business.

A.	Minutes of the April 11, 2023 Committee-of-the-Whole meeting	1-7
B.	Minutes of the April 11, 2023 Council meeting	8-11
C.	Minutes of the April 18, 2023 Special Council meeting	12-13
D.	Payroll Check Nos. 13243-13258 in the amount of \$103,583.73	
E.	Payroll Electronic Fund Transfers (EFT) Nos. 61018-61024 in the amount of \$105,695.04	
F.	Payroll Direct Deposit 04/01/23-04/15/23 in the amount \$96,092.28	
G.	Claim Check Nos. 126307-126405 in the amount of \$434,355.05	
7. **ACTIVE AGENDA** – Notice: Items discussed at the 6:00 pm Committee-of-the-Whole meeting of an urgent or time sensitive nature may be added to the active agenda pursuant to City Council Procedures Manual Section 3.18(c).

A.	Declarations of Interest – Appointment for Vacant City Council Position	14
	• Ashley Lara	15-18
	• Steve Barrientes	19-20
B.	Resolution No. 2023-22 denying an application for text amendments to the Residential Designations of the Comprehensive Plan	21-22
C.	Ordinance No. 2023-06 amending Grandview Municipal Code Section 10.20.070 Parking prohibited – Penalty	23-25

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D.	Ordinance No. 2023-07 amending the 2023 Annual Budget	26-27
E.	Resolution No. 2023-23 authorizing the Mayor to sign a Lease with Inspire Development Centers for the Alice Grant Learning Center	28-37
F.	Resolution No. 2023-24 approving Task Order No. 2023-03 with HLA Engineering and Land Surveying, Inc., for the Old Inland Empire Highway (OIE) Sanitary Sewer Improvements	38-42
G.	Mayor, Council and Non-Union Employee Salary Surveys	

- 8. UNFINISHED AND NEW BUSINESS**
- 9. CITY ADMINISTRATOR AND/OR STAFF REPORTS**
- 10. MAYOR & COUNCILMEMBER REPORTS**
- 11. ADJOURNMENT**

The City of Grandview Committee-of-the-Whole and Regular Council Meetings scheduled for Tuesday, April 25, 2023 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/88427399286?pwd=SmRLSFRLWG5wMMWIBTTdjTFJ1M2tPUT09>

To join via phone: +1 253 215 8782

Meeting ID: 884 2739 9286

Passcode: 958512

**GRANDVIEW CITY COUNCIL
COMMITTEE-OF-THE-WHOLE MEETING MINUTES
APRIL 11, 2023**

1. CALL TO ORDER

Mayor Gloria Mendoza called the Committee-of-the-Whole (C.O.W.) meeting to order at 6:00 p.m., in the Council Chambers at City Hall.

The meeting was held in person and was also available via teleconference.

2. ROLL CALL

Present in person: Mayor Mendoza and Councilmembers David Diaz, Laura Flores, Bill Moore (Mayor Pro Tem), Robert Ozuna, Javier Rodriguez and Joan Souders

Present via teleconference: None

Absent: None

Staff present: City Administrator/Public Works Director Cus Arteaga, City Treasurer Matt Cordray, City Attorney Quinn Plant, Police Chief Kal Fuller, Parks & Recreation Director Gretchen Chronis, Library Director Wendy Poteet, Assistant Public Works Director Todd Dorsett, WWTP Superintendent Dave Lorenz and City Clerk Anita Palacios

3. PUBLIC COMMENT

ARPA New Business Grant Recipient – Arasele Prieto with Cute Curvy Chely's Boutique was introduced as a new business grant recipient.

4. NEW BUSINESS

A. Application to Amend Comprehensive Plan submitted by Elite Investment Group, LLC

City Attorney Plant explained that the City of Grandview received an application from Nicole Stickney of AHBL, Inc., and Trini Garibay of Elite Investment Group, LLC, to amend the City of Grandview Comprehensive Plan. The Hearing Examiner recommended the application be approved along with other text amendments proposed by City planning staff. The City Council held a public hearing on the application on March 28, 2023, but did not approve or deny the application. Subsequent to the March 28, 2023, meeting, the applicants have requested the City Council to re-open the public hearing to receive additional information and clarify the record. A decision needs to be made on the application. At the meeting on April 11, 2023, the City Council may do any of the following:

- Vote to hold another public hearing during the April 25 Council meeting per the request from the applicants; or
- Vote to approve the application, in which case Ordinance No. 2023-06 should be adopted; or

- Vote to deny the application, in which case a resolution denying the application should be passed.

Discussion took place.

On motion by Councilmember Diaz, second by Councilmember Rodriguez, the C.O.W. moved a resolution to deny the application to amend the Comprehensive Plan submitted by Elite Investment Group, LLC., to the April 25, 2023 regular meeting for consideration.

Roll Call Vote:

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

B. Ordinance amending Grandview Municipal Code Section 10.20.070 Parking prohibited – Penalty

Police Chief Fuller explained that the intersection of Grandridge Road and Nicka Road has received numerous citizen complaints over the course of several years. Various educational efforts have been made with residents in the area. None of the changes have eliminated the complaints. The 301 Nicka area was a paved double lane roadway. The north side of the roadway was developed with curb and sidewalks. The south side of the roadway was undeveloped with no curb or sidewalks. Complaints in this area were focused on traffic at this intersection needing more room in order to feel safe about passing two moving vehicles side by side. When vehicles were parked on the north side of the roadway, it reduces the amount of space available for westbound traffic. If vehicles heading eastbound do not move all the way to the south edge of the roadway it further reduces the amount of space available. He recommended the Municipal Code be changed to designate no parking on the north side of Nicka Road from Grandridge Road extending easterly a distance of 44 feet. The proposed ordinance amendment was presented.

Discussion took place.

On motion by Councilmember Moore, second by Councilmember Diaz, the C.O.W. moved an ordinance amending Grandview Municipal Code Section 10.20.070 Parking prohibited – Penalty to the April 25, 2023 regular meeting for consideration.

Roll Call Vote:

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

C. Resolution accepting the bid for the Wine Country Road Roundabout and Utility Improvements and authorizing the Mayor to sign all contract documents with Culbert Construction, Inc.

City Administrator Arteaga explained that 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/McCreadie Road and Wine Country Road intersection. The construction was scheduled for spring of 2023. Bids for the Wine Country Road Roundabout and Utility Improvements were opened on March 31, 2023. A total of four (4) bids were received with Culbert Construction, Inc., of Pasco, Washington, submitting the low bid in the amount of \$1,664,843.50.

Discussion took place.

On motion by Councilmember Ozuna, second by Councilmember Souders, the C.O.W. moved a resolution accepting the bid for the Wine Country Road Roundabout and Utility Improvements and authorizing the Mayor to sign all contract documents with Culbert Construction, Inc., to the April 11, 2023 regular meeting for consideration.

Roll Call Vote:

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

D. Resolution accepting the bid for the Headworks Bypass Improvements and authorizing the Mayor to sign all contract documents with Industrial Construction of WA

City Administrator Arteaga explained that the City Engineers and staff have been working on the required upgrades to the Wastewater Treatment Plant for approximately eight to ten years. The improvements would address capacity issues, meeting growth projections and addressing compliance requirements. The headworks bypass improvements was one of the needed maintenance items and funds have been budgeted for this project during the last two years. Bids for the Headworks Bypass Improvements were opened on March 29, 2023. A total of two (2) bids were received with Industrial Construction of WA, of West Richland, Washington, submitting the low bid in the amount of \$127,273.45.

Discussion took place.

On motion by Councilmember Moore, second by Councilmember Diaz, the C.O.W. moved a resolution accepting the bid for the Headworks Bypass Improvements and authorizing the Mayor to sign all contract documents with Industrial Construction of WA to the April 11, 2023 regular meeting for consideration.

Roll Call Vote:

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

E. Stover Road Railroad Crossing – Request for Statement of Qualifications for Engineering Services

City Administrator Arteaga explained that in 2022, Washington Central/BNSF Railroad notified the City that the lights and gates located on East Stover Road and Exit 73 were obsolete and in need of replacement. The Railroad maintains the current equipment and the City was responsible for purchasing the new replacement equipment. The City partnered with the Railroad and had HLA assist with locating a funding source to help off-set the cost for replacing the outdated equipment. In 2023, the City was able to secure approximately \$1,000,000 for this project from the Washington State Department of Transportation (WSDOT). One of the requirements of WSDOT was to advertise for construction engineering which was done during the month of March. The City received two proposals from HLA Engineering and Land Surveying Inc., located in Yakima, Washington and TKDA located in Seattle Washington. City Clerk Anita Palacios, Assistant Public Works Director Todd Dorsett and City Administrator/Public Works Director Cus Arteaga reviewed and scored the two applications which included experience, support staffing, experience working with the Railroad and experience working with the City of Grandview. The total scoring was as follows: HLA – 209 total points and TKDA – 174 total points. Staff has worked with HLA on numerous projects and have always been able to work within the approved budgets and time schedules. Staff recommended Council accept the engineering proposal from HLA for the Stover Road Railroad Crossing.

Discussion took place.

On motion by Councilmember Diaz, second by Councilmember Souders, the C.O.W. moved to select HLA Engineering and Land Surveying, Inc., as the most qualified municipal engineering firm for the Stover Road Railroad Crossing, and direct staff to negotiate a professional service/consultant agreement with HLA in accordance with the WSDOT requirements and present the agreement for Council consideration at the April 25, 2023 regular meeting.

Roll Call Vote:

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

F. Ordinance amending the 2023 Annual Budget and proposed ARPA budget amendments

City Treasurer Cordray explained that staff monitoring and review of fund and department budgets identified numerous budget accounts to be amended. An ordinance was prepared to provide for the amending of the 2023 Annual Budget to accommodate the changes in sources and uses. By Fund the highlights of the budget changes were:

- **Current Expense Fund:** Increase revenue for Utility Tax – Electricity, Yakima County ARPA Grant, WASPC Training Grant and Investment Interest. Increase appropriations for Election Services, Police Patrol and Dispatch Salaries and Benefits, Patrol Training, Flock Cameras and Museum Supplies. Net effect was a decrease in estimated ending fund balance.
- **American Rescue Plan Act Fund:** increase appropriations for Phone System, Police Fitness Facility, Marketing Materials and Travel to RECON. Decrease appropriations for Council Chambers Sound System, PD Retention Incentive and Ambulance match from Yakima County ARPA funds. Net effect was an increase in estimated ending fund balance.
- **Yakima Co. Law & Justice Tax Fund:** Increase appropriations for Police Salaries and Benefits. Net effect was a decrease in estimated ending fund balance.
- **Sewer Fund:** Increase revenues for Wastewater Treatment Plant Energy Upgrade Incentive. Increase appropriations for Professional Services – Amendment to Facility Plan. Net effect was an increase in estimated ending fund balance.

He further explained that the ARPA group met on April 6, 2023 and reviewed a few ARPA projects submitted by Department Heads, as follows:

- Police Department Fitness Facility – \$40,000 – Additional costs to complete PD Fitness Facility
- Youth Center Activities – \$10,000 – Summer Reading Program at Library
- Pool Splash Pad – (\$100,000) – Splash pad to be funded from Capital Improvements
- Park Playground Equipment – \$100,000 – New park playground equipment

Discussion took place.

On motion by Councilmember Diaz, second by Councilmember Moore, the C.O.W. moved an ordinance amending the 2023 Annual Budget and proposed ARPA budget amendments to the April 25, 2023 regular meeting for consideration.

Roll Call Vote:

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

G. Resolution authorizing the Mayor to sign a Lease with Inspire Development Centers for the Alice Grant Learning Center

City Clerk Palacios explained that on May 6, 2002, the City entered into a 10-year Lease Agreement with the Washington State Migrant Council for the Alice Grant Learning Center. City staff and representatives of Inspire Development Centers (formerly the Washington State Migrant Council) have renegotiated an additional 10-year lease for the Alice Grant Learning Center. The lease includes rent adjustments every 24 months.

Discussion took place.

On motion by Councilmember Moore, second by Councilmember Souders, the C.O.W. moved a resolution authorizing the Mayor to sign a Lease with Inspire Development Centers for the Alice Grant Learning Center to the April 25, 2023 regular meeting for consideration.

Roll Call Vote:

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

H. Resolution authorizing the Mayor to enter into a Professional Services Agreement between the City of Grandview and Prothman for City Administrator Recruitment Services

Mayor Mendoza explained that last year, the City Administrator announced that he would be retiring at the end of this year (December 2023). In January 2023, he provided a recruitment schedule for Council to consider. During the month of March 2023, three recruitment agencies were contacted requesting proposals from them to help with the recruitment process. Only one proposal was received from Prothman located in the Seattle area. This firm was used by many government agencies for recruitment purposes and were very experienced in this area. The estimate was included in the proposal for an all-inclusive fee of \$17,500.

Discussion took place.

On motion by Councilmember Moore, second by Councilmember Diaz, the C.O.W. moved a resolution authorizing the Mayor to enter into a Professional Services Agreement between the City of Grandview and Prothman for City Administrator Recruitment Services to the April 11, 2023 regular meeting for consideration.

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Flores – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes

- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

6. **OTHER BUSINESS** – None

7. **ADJOURNMENT**

On motion by Councilmember Moore, second by Councilmember Rodriguez, the C.O.W. meeting adjourned at 6:55 p.m.

Mayor Gloria Mendoza

Anita Palacios, City Clerk

**GRANDVIEW CITY COUNCIL
REGULAR MEETING MINUTES
APRIL 11, 2023**

1. CALL TO ORDER

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

The meeting was held in person and was also available via teleconference.

Present in person: Mayor Mendoza and Councilmembers David Diaz, Laura Flores, Bill Moore (Mayor Pro Tem), Robert Ozuna, Javier Rodriguez and Joan Souders

Present via teleconference: None

Absent:

Staff present: City Administrator/Public Works Director Cus Arteaga, City Attorney Quinn Plant, City Treasurer Matt Cordray, Assistant Public Works Director Todd Dorsett and City Clerk Anita Palacios

2. PLEDGE OF ALLEGIANCE

Mayor Mendoza led the pledge of allegiance.

3. APPROVE AGENDA

On motion by Councilmember Moore, second by Councilmember Rodriguez, Council approved the April 11, 2023 regular meeting agenda as presented.

Roll Call Vote:

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

4. PRESENTATIONS

A. 2023 Arbor Day Proclamation

Mayor Mendoza proclaimed April 19, 2023 as Arbor Day in the City of Grandview and urged all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands.

5. PUBLIC COMMENT – None

6. CONSENT AGENDA

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

- A. Minutes of the March 28, 2023 Committee-of-the-Whole meeting
- B. Minutes of the March 28, 2023 Council meeting
- C. Payroll Check Nos. 13216-13242 in the amount of \$31,434.77
- D. Payroll Electronic Fund Transfers (EFT) Nos. 61018-61024 in the amount of \$105,695.04
- E. Payroll Direct Deposit 03/16/23-03/31/23 in the amount \$135,055.50
- F. Claim Check Nos. 126217-126306 in the amount of \$153,852.48

Roll Call Vote:

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

7. ACTIVE AGENDA

- A. **Resolution No. 2023-18 accepting the bid for the Wine Country Road Roundabout and Utility Improvements and authorizing the Mayor to sign all contract documents with Culbert Construction, Inc.**

This item was previously discussed at the April 11, 2023 C.O.W. meeting.

On motion by Councilmember Ozuna, second by Councilmember Moore, Council approved Resolution No. 2023-18 accepting the bid for the Wine Country Road Roundabout and Utility Improvements and authorizing the Mayor to sign all contract documents with Culbert Construction, Inc.

Roll Call Vote:

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

- B. **Resolution No. 2023-19 accepting the bid for the Headworks Bypass Improvements and authorizing the Mayor to sign all contract documents with Industrial Construction of WA**

This item was previously discussed at the April 11, 2023 C.O.W. meeting.

On motion by Councilmember Moore, second by Councilmember Diaz, Council approved Resolution No. 2023-19 accepting the bid for the Headworks Bypass Improvements and authorizing the Mayor to sign all contract documents with Industrial Construction of WA.

Roll Call Vote:

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

C. Stover Road Railroad Crossing – Request for Statement of Qualifications for Engineering Services

This item was previously discussed at the April 11, 2023 C.O.W. meeting.

On motion by Councilmember Rodriguez, second by Councilmember Souders, Council selected HLA Engineering and Land Surveying, Inc., as the most qualified municipal engineering firm for the Stover Road Railroad Crossing, and directed staff to negotiate a professional service/consultant agreement with HLA in accordance with the WSDOT requirements and present the agreement for Council consideration at the next regular meeting.

Roll Call Vote:

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

D. Resolution No. 2023-20 authorizing the Mayor to enter into a Professional Services Agreement between the City of Grandview and Prothman for City Administrator Recruitment Services

This item was previously discussed at the April 11, 2023 C.O.W. meeting.

On motion by Councilmember Moore, second by Councilmember Souders, Council approved Resolution No. 2023-20 authorizing the Mayor to enter into a Professional Services Agreement between the City of Grandview and Prothman for City Administrator Recruitment Services.

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Flores – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes

- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

8. **UNFINISHED AND NEW BUSINESS** – None

9. **CITY ADMINISTRATOR AND/OR STAFF REPORTS**

Country Park Well Improvement – City Administrator Arteaga reported that last month the City awarded a contract for the construction of a new source well at Country Park. Staff met with the well drilling contractor onsite today to review and discuss the well construction site layout at the fairgrounds in detail. A preconstruction meeting would be scheduled this month to review the contract requirements and project schedule. The drilling contractor currently plans to begin well drilling during the last week of August, following the fair.

Welch's Industrial Discharge Revisions – City Administrator Arteaga reported that the City had been working with Welch's on a project to combine their two industrial discharges from Welch Plant 1 and Welch Plant 2 to a single location to better monitor and control pH. Downstream sewer capacities were found to be limited in several pipeline segments. To address these capacity limitations, the City was investigating the possibility of either routing new sewer through the cold storage property, or along OIE Highway. It was determined that the impact on the City's sewer system because of OIE Highway reconstruction would be detrimental to the old sewer main and it was determined that during the reconstruction of OIE, a new upgraded sewer main would be installed. Staff has been meeting with Welch's to review project options. SIED funding may also be pursued depending on preferred pipe alignment. The total cost of the project could be as high as \$2.7 million. Should the City be successful in a SIED loan/grant, the loan repayment estimate could be approximately \$650,000 with Welch contributing \$400,000 and the City's portion being \$250,000.

10. **MAYOR & COUNCILMEMBER REPORTS**

Community Easter Egg Hunt – Councilmember Souders complimented the Parks and Recreation Department on the Easter Egg Hunt.

Dog Park Improvements – Councilmember Souders thanked the Public Works Department for the improvements to the dog park.

11. **ADJOURNMENT**

On motion by Councilmember Moore, second by Councilmember Rodriguez, the Council meeting adjourned at 7:15 p.m.

Mayor Gloria Mendoza

Anita Palacios, City Clerk

**GRANDVIEW CITY COUNCIL
SPECIAL MEETING MINUTES
APRIL 18, 2023**

1. CALL TO ORDER

Mayor Gloria Mendoza called the special meeting to order at 12:00 Noon in the Council Chambers at City Hall.

The meeting was held in person.

Present in person: Mayor Mendoza and Councilmembers David Diaz, Bill Moore (Mayor Pro Tem), Robert Ozuna, Javier Rodriguez and Joan Souders

Absent: Councilmember Laura Flores

Staff present: City Administrator/Public Works Director Cus Arteaga, City Treasurer Matt Cordray and City Clerk Anita Palacios

2. ARPA Funding Request for Supporting Investments in Economic Development (SIED) Application for the Wine Country Road and Higgins Way Improvement Project

City Administrator Arteaga explained that the Port of Grandview was in discussions with a prospective developer for a truck plaza on approximately 12 acres of land zoned as general commercial owned by the Port. The land was located along Wine Country Road (WCR) and Higgins Way inside the Grandview City limits and adjacent to the Walmart Distribution Center. Currently, there were no water and sewer utilities to this area.

He noted that a public facility project would encourage the continuing economic development in the immediate area because the extension of utilities would make it a more attractive location for businesses to open. Development opportunities in this area have been missed because private sector entities were looking for sites ready for immediate construction. Also, the cost of extending and tying into utilities near Bethany Road and Stover Road has been a deterrent to prospective businesses. The location of these commercial lots were quite appealing, right off of Interstate-82. A collection of businesses in this area would make it a prime location for highway travelers.

He recommended the City apply to the Yakima County Supporting Investments in Economic Development (SIED) Board for a grant/loan to fund said infrastructure improvements to WCR and Higgins Way. The project would construct water, sewer, and a new roadway north of WCR near Higgins Way. The project would also complete sidewalk improvements along the north side of WCR and east side of Higgins Way. The proposed project would allow the City to extend its utility facilities into an area that currently was not served. This would allow for potential development to occur in this area. The construction of these improvements would be a major element in contributing to the success of developing this area because all of this land could be served by these improvements.

The estimated cost of this project was \$1,915,520. Of that amount, the water improvements would cost \$475,380 and sewer improvements would cost \$478,400. The ARPA program could provide funds to make necessary investments in water and sewer infrastructure.

He further explained that the City would need to commit \$400,000 and the City's SIED match would be \$383,120 leaving a balance of \$16,880. The Port would sell an additional acre to the developer for \$30,000. The balance of \$16,880 would be applied towards the sale of the acre for \$30,000. The Port would then apply to the ARPA program for the balance of \$13,120 plus \$1,000 for surveying fees (\$14,120 total). The City would need to appropriate \$414,120 from the ARPA program to make this project whole.

On motion by Councilmember Moore, second by Councilmember Rodriguez, Council allocated ARPA funding in the amount of \$414,120 towards the Supporting Investments in Economic Development (SIED) Application for the Wine Country Road and Higgins Way Improvement Project.

Roll Call Vote:

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

3. Resolution No. 2023-21 authorizing application to the Yakima County Supporting Investments in Economic Development (SIED) Board to fund the Wine Country Road and Higgins Way Improvement Project as funded by the City's ARPA fund

On motion by Councilmember Souders, second by Councilmember Moore, Council approved Resolution No. 2023-21 authorizing application to the Yakima County Supporting Investments in Economic Development (SIED) Board to fund the Wine Country Road and Higgins Way Improvement Project.

Roll Call Vote:

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

4. ADJOURNMENT

On motion by Councilmember Moore, second by Councilmember Souders, the special Council meeting adjourned at 12:40 p.m.

Mayor Gloria Mendoza

Anita Palacios, City Clerk



**CITY OF GRANDVIEW
NOTICE OF CITY COUNCIL VACANCY**

The Grandview City Council is accepting Declarations of Interest from qualified persons to be considered for appointment to fill a vacancy on the City Council. Eligibility requirements are that the person must be a registered voter and a resident of the City of Grandview for at least one year.

Declarations of Interest are available at City Hall, 207 West Second Street, phone (509) 882-9200, email anitap@grandview.wa.us or on the City's website www.grandview.wa.us. The deadline for submitting the declaration and resume is Tuesday, April 18, 2023 by 5:00 p.m.

Qualified persons will be provided three minutes to address the City Council at their regular meeting on Tuesday, April 25, 2023 at 7:00 p.m., in the Council Chambers at City Hall, 207 West Second Street, Grandview, WA.

PUBLICATION: Grandview Herald – April 5 & 12
Sunnyside Sun – April 5 & 12
City of Grandview Facebook Page
City of Grandview Website
City of Grandview Digital Sign



Please return completed application to:
City Clerk, City of Grandview
207 West Second Street
Grandview, WA 98930
PH: (509) 882-9200
FAX: (509) 882-3099
www.grandview.wa.us

DECLARATION OF INTEREST

I wish to be of service to our Community and request your consideration for appointment to the Grandview City Council

NAME: Ashley Lara

ADDRESS: 1812 Beacon Rd.

CITY, STATE, ZIP: Grandview, WA 98930

PHONE: (home) (work) 425-478-2747

E-MAIL: ashleylara06@gmail.com

EMPLOYER/OCCUPATION: Government Relations Specialist, YVFWC

Are you a resident of the City of Grandview? Yes

Are you a registered voter? Yes

Length of residence in the City of Grandview? 9/1/21-Present

What community activities have you participated in during the past five years?

(Use extra pages if necessary)

My family and I have always attended and look forward to the Grandview Fair and Rodeo. When I lived outside of Grandview, I always made it a priority to come home and participate, often bringing loads of friends from all over. Since I have been back in Grandview, I have attended many of our local events and street fairs. I am excited and inspired by the growth opportunities our community is prioritizing.

Are you serving, or have you served, on any citizen boards or commissions?

(If yes, list the organizations and dates of service. Use extra pages if necessary.)

Organization Date(s) of service

Organization Date(s) of service

Please provide a brief background sketch including job experience, education, skills, hobbies, and special areas of interest.

What problems, issues or concerns do you see facing the City Council and how would you propose they be addressed? (Use extra pages if necessary.)

Government and operations has been a passion of mine since the age of 13. I have focused a lot of energy and intentionality around becoming involved in as many opportunities as I can. During my junior year of college at the UW, I was chosen to participate as a legislative intern for the WA state Senate. I worked for the minority leader, senator Mike Hewitt for the 2009 session. In this position, I met so many people from different backgrounds and with different asks/needs. I was asked back to work the next two sessions, serving as a session assistant for Senator Honeyford. After the 2011 session, I began working for Congresswoman Jamie Herrera Beutler's office as a casework representative. In this position, I learned how to navigate the many complicated layers of government to assist someone find resolution. I stayed with the Congresswoman's office until 2017. I then moved back to Seattle and worked for UW Hospital administration in the President's office as the VP's assistant. Working in healthcare has been an experience that I have enjoyed. Learning how

layered hospitals and healthcare is from the perspective of an assistant has been a key moment in my career I was asked to be on the emergency covid response team for UW Medicine The work we did there is something I will always be proud of. In 2021, there was an opportunity to take my current position at the Yakima Valley Farm Workers Clinic. I jumped at the opportunity to move back to my beloved community

What special skills, knowledge, or experience do you have to contribute to the City Council? (Use extra pages if necessary.)

I believe that my experience within the different levels of government will be an asset I have moved and Lived a lot of places since I left Grandview in the fall of 2006. Grandview has always been my home Moving home has been one of the best decisions I have made Being a part of city council will be one of the greatest honors. I am excited and energized at the prospect of helping our city any way I can.

What limitations, if any, are placed on the time you would be available for meetings and other activities? How much time are you able to devote to the duties of the City Council? (Use extra pages if necessary.)

I work in Yakima Monday thru Friday 8:00-5 00 I can attend meetings starting at 6:00.

Please list three residents of the City of Grandview you wish to use as personal references that can provide us with information pertinent to your application:

Name: Lynda Phillips
Address: 1100 S. Euclid
Telephone: (509) 305-1948

Name: Chelsea Hanson
Address: 580 Mountainview Rd.
Telephone: (509) 831-9714

Name: Matt Phillips
Address: 1100 S. Euclid
Telephone: (509) 305-2325

Signature of Applicant: Ashley Lara

Date: 3/30/2023

The City thanks you for your interest in volunteering your time to serve the citizens of Grandview.

Ashley P. Lara

(425) 478-2747 / ashleylara06@gmail.com

EXECUTIVE SUMMARY

- Ability to streamline complex engagements between leadership, operation teams, and administrative amenities.
- Dedicated to making the lives of busy officials easier by serving as an effective gatekeeper to help prioritize critical initiatives.
- Expert at building and maintaining professional relationships while preserving highly classified and confidential information with discretion and integrity.
- Swift learner with the proven ability to produce high-quality work on deadline and deliver exceptional customer service.
- Highly organized, responsive, and a proven dependable team player.
- Passion for creativity and opportunities for innovation of a growing industry.

PROFESSIONAL EXPERIENCE

Yakima Valley Farm Workers Clinic Government Relations Manager

September 2021- Present

- Responsible for developing and implementing all aspects of Yakima Valley Farm Workers Clinic (YVFWC) government relations necessary to improve and protect mission and goals.
- Provide insight to executive leadership regarding current state and federal legislation and positioning.
- Help to guide development and implementation of YVFWC political strategies.
- Collaborate with executive leadership, Vice Presidents, and directors to develop public policy positions, create supporting documents, and provide timely correspondence to YVFWC sites about issues that need attention and feedback.
- Assists in developing YVFWC health care policies in consultation with the states of Oregon and Washington along with federal professionals.
- Research bills, reports, and proposals regarding healthcare financing.
- Monitor federal, state, and local policymaking bodies to identify proposals that will impact YVFWC mission and/or legislative agenda.
- Work with staff, patients, public, state primary care associations, and others to promote the YVFWC legislative agenda. This includes setting up meetings with state and federal elected officials, organizing clinic tours, and training key staff on public policy issues.
- Developed relationships with key influencers and decision makers, such as state legislators, legislative staff and allied health care interest who help shape policies which contribute to excellent health care.

University of Washington Medicine

Office of President, UW Medicine Hospitals and Clinics

January 2018- August 2021

Executive Assistant, Associate Vice President of Clinical Integration

August 2018- August 2021

- Responsible for managing the executive office operations for the Office of Chief Health System Officer and the Associate Vice President of Clinical Integration.
- Provide professional executive support for the enterprise-wide administration of the Strategic Planning & Clinical Integration business unit within UW Medicine.
- Provide high-level of complex programmatic support to the Associate VP of Clinical Integration focusing on managing communication amongst the health system entities in support of UW Medicine-wide operational work for the Chief Health System Officer.
- Serve as a confidential liaison between the administrative operations offices and the executive teams within the health system, schools, and departments and key public, regulatory, and legislative constituents.
- Prepare and timely escalate issues, including researching, collecting data, and providing recommendations for action.
- Manage the performance, training, and management of two direct report staff by establishing administrative standards and guidelines for optimal team and individual performance.

Executive Assistant, Transformation of Care (TOC) & Population Health Management (PHM) January 2018- August 2018

- Provide executive-level administrative support and coordination for the Administrators of TOC and PHM.
- Execute on-site operational support for UW Tower staff members, handle supply orders, and escalate site specific issues.
- Organize and manage overall operational business duties including supporting the managerial operations, systems, and resource planning for the department.
- Maintain complex calendars, respond to time-sensitive information requests, and develop opportunities for efficiency.
- Translate and communicate senior leadership's vision, values, and mission for the organization.
- Provide data analysis, statistical review, and prepare project report summaries for presentations.
- Assist with onboarding of new staff members.
- Arrange department discussions and own meeting minutes throughout and post engagements.

King County

Office of Councilmember Kathy Lambert

August 2017 – December 2017**Legislative Aide**

- Manage Councilmember's complex and frequently changing appointments and travel arrangements.
- Develop and maintain nonfiction system for upcoming deadlines on incoming requests, projects, and events.
- Partner with various teams, departments, and committees including the Regional Water Quality, Budget and Fiscal Management, Committee of the Whole, Health, Housing & Human Services Committee, Law & Justice, Transportation, Economy, & Environment, as well as the King County Flood Control District Executive Committee.

U.S. House of Representatives

Offices of Congresswoman Jamie Herrera-Beutler

June 2011 – August 2017**Project Manager****June 2015 – August 2017**

- Owned partnerships with various Federal Agencies to resolve constituent matters.
- Functioned as District liaison regarding United States immigration and foreign policies.
- Managed a network of 100+ federal cases via Fireside by assigning projects to a team of caseworkers and directing highly accurate congressional responses to appropriate entities.
- Reported directly to the Congresswoman on district issues while communicating status and resolutions.
- Assisted with scheduling and managing of the Congresswoman's busy calendar.
- Established and cultivated long term relationships between the Congresswoman and constituents while seamlessly maintaining positive public image.

Project Coordinator**June 2011 – September 2015**

- Partnered with various Federal Agencies to resolve constituent matters.
- Planned, advised, and executed community outreach activities.
- Guided constituents to effectively adhere to established policy and processes.
- Proactively established quality assurance efforts.
- Independently initiated, managed, and successfully resolved majority of the office's casework projects.
- Managed 60+ caseloads via Fireside.
- Coordinated events, scheduled interviews, and executed annual ceremony for all Military Service Academy nominations.
- Provided logistics support at special events and meetings attended by the Congresswoman.
- Spoke on behalf of the Congresswoman at events where she could not personally attend.

Washington State Senate

Senator Mike Hewitt, Senator Jim Honeyford

December 2009 – April 2011**Legislative Aid**

- Met with constituents and activist groups on behalf of the Senator to relay remarks and observations.
- Organized and attended meetings and events between the Senator, his constituents, and agency officials.
- Researched and drafted responses to constituents on behalf of the Senator.
- Tracked legislation throughout the legislative process and provided updates to the district.

EDUCATION**University of Washington**

Bachelor of Arts in Global Studies; Minor in Human Rights

September 2006 – December 2010



Please return completed application to:
 City Clerk, City of Grandview
 207 West Second Street
 Grandview, WA 98930
 PH: (509) 882-9200
 FAX: (509) 882-3099
 www.grandview.wa.us

DECLARATION OF INTEREST

I wish to be of service to our Community and request your consideration for appointment to the Grandview City Council

NAME: STEVE BARRIENTES
 ADDRESS: 131 PLEASANT AVE
 CITY, STATE, ZIP: GRANDVIEW, WA. 98930
 PHONE: 509 439-8006 (home) (work)
 E-MAIL: FLYING EAGLE 44 @ GMAIL.COM
 EMPLOYER/OCCUPATION: USPS, POSTMASTER, GRANDVIEW

Are you a resident of the City of Grandview? YES
 Are you a registered voter? YES
 Length of residence in the City of Grandview? SINCE 2007, 16 YEARS

What community activities have you participated in during the past five years?
 (Use extra pages if necessary)

HAVE NOT PARTICIPATED IN RECENT ACTIVITIES BUT HAVE HOSTED COMMUNITY DANCES AT THE COMMUNITY CENTER & ASSISTED IN COMMUNITY CLEAN UP.

Are you serving, or have you served, on any citizen boards or commissions? NO.
 (If yes, list the organizations and dates of service. Use extra pages if necessary.)

Organization	Date(s) of service
Organization	Date(s) of service

Please provide a brief background sketch including job experience, education, skills, hobbies, and special areas of interest.

JOB EXPERIENCE: 22 YEARS IN FEDERAL SERVICE. 5 USAF, 17 USPS

- MAINTENANCE TECH F-16 FIGHTER JETS US AIR FORCE
- AWARDED POSTMASTER OF GRANDVIEW IN 2012
- LEARNED SKILLS THROUGH ON JOB TRAINING & ACADEMIES
- TEAM LEADER FOIL HEADQUARTER IN WASHINGTON D.C.
- FOIL ROUTE INSPECTION THROUGHOUT WASHINGTON STATE.
- CERTIFIED FACILITATOR FOR TRAINING NEW EMPLOYEES.

SKILLS:

- LEADERSHIP
- CRITICAL THINKING
- COACHING
- INSPIRING TRUST
- COORDINATION
- CONTINUOUS IMPROVEMENT
- ADAPTABILITY

INTERESTS:

- VOLUNTEERING
- FAMILY TIME
- TEAM BUILDING
- DEVELOPMENT WITH IN
- COMPLEX PROBLEM SOLVING
- MENTORING
- TRAVEL - SPORTS
- ORGANIZING - COMMUNITY
- DECISION MAKING

What problems, issues or concerns do you see facing the City Council and how would you propose they be addressed? (Use extra pages if necessary.)

- WOULD LIKE TO ASSIST COUNCIL MEMBERS WITH:
PASSING BUDGETS, PAY INCREASES, CITY ORDINANCES,
VOTE CONTRACTS, SET LIMITS ON WATER, SEWER, CEMETERY,
DOG / BUSINESS LICENSES.
- LEARN THE DOES AND DONT'S OF BEING A COUNCILMAN THROUGH DISCUSSION.

What special skills, knowledge, or experience do you have to contribute to the City Council? (Use extra pages if necessary.)

- 5 YEARS, AIRFORCE, DECORATED VETERAN 1995-2001
 - 22 YEARS UNITED STATES POSTAL SERVICE / FEDERAL
 - GRANDVIEW POSTMASTER 10 YEARS
- DURING THESE YEARS IN SERVICE, DUTIES + RESPONSIBILITIES INCLUDE:
ADMIN, SUPERVISION, WORK SCHEDULES, OVERSEEING PROCESSES, KNOWLEDGE OF SOFTWARE
MANAGE OPERATIONS. CUSTOMER SERVICE.

What limitations, if any, are placed on the time you would be available for meetings and other activities? How much time are you able to devote to the duties of the City Council? (Use extra pages if necessary.)

LIMITATIONS WILL HAVE TO BE DISCUSSED & PLANNED.
WILL COMMIT TO REQUIRED TIME FOR DUTIES OF A COUNCIL MEMBER

Please list three residents of the City of Grandview you wish to use as personal references that can provide us with information pertinent to your application:

Name: CHRISTAIN GOMEZ
Address: 810 GRAND RIDGE RD. APT B203 GRANDVIEW WA 98930
Telephone: 509 643-6517

Name: EDITH MERAZ
Address: 709 HILLCREST AVE GRANDVIEW WA 98930
Telephone: 509 203-0789

Name: SAMANTHA MORENO
Address: 314 DAVIE ST GRANDVIEW WA 98930
Telephone: 509 840-9052

Signature of Applicant:



Date: 4/18/2023

The City thanks you for your interest in volunteering your time to serve the citizens of Grandview.

RESOLUTION NO. 2023-22

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
DENYING AN APPLICATION FOR TEXT AMENDMENTS TO THE RESIDENTIAL
DESIGNATION OF THE COMPREHENSIVE PLAN**

WHEREAS, on or about December 28, 2022, the City received an application from Nicole Stickney, AICP, of AHBP, Inc., and Trini Garibay of Elite Investment Group LLC for a Comprehensive Plan Text Amendment to the Comprehensive Plan, Land Use Element - Section V: Future Land Use; and

WHEREAS, the proposed text amendment would remove language specific to minimum lot sizes within the Land Use Element of the Comprehensive Plan; and

WHEREAS, following due notice to the public, the City of Grandview Hearing Examiner conducted an open record hearing on February 23 and February 28, 2023, to receive comment and consider the application and proposed text amendments; and

WHEREAS, after reviewing public comments and the staff report containing planning staff's findings of fact, the Hearing Examiner issued a recommendation dated March 3, 2023, entitled Comp Plan Text Amend #2023-01, recommending for approval the text amendments sought by the applicants and as further amended during the public hearing; and

WHEREAS, following due notice to the public, the City Council conducted an open record public hearing on said Comprehensive Plan text amendment on March 28, 2023, during which the City Council received and considered public comment, and reviewed the conclusions and recommendations of the Hearing Examiner; and

WHEREAS, following due consideration of public comment and the recommendations of planning staff and the Hearing Examiner, the City Council finds and determines that the language within the Comprehensive Plan, Land Use Element - Section V: Future Land Use, is consistent with the goals and objectives of the City as set forth in the Comprehensive Plan as well as anticipated future land use needs, goals and objectives of the City;

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

The application from Nicole Stickney, AICP, of AHBP, Inc., and Trini Garibay of Elite Investment Group LLC for a Comprehensive Plan Text Amendment to Land Use Element - Section V: Future Land Use, submitted on or about December 28, 2022, is denied.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on April 25, 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

ORDINANCE NO. 2023-06

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,
AMENDING GRANDVIEW MUNICIPAL CODE SECTION 10.20.070
PARKING PROHIBITED – PENALTY RELATING TO NICKA ROAD**

WHEREAS, traffic congestion at the intersection of Grandridge Road and Nicka Road have recently increased due to vehicles parked on the north side of Nicka Road prior to the intersection of Grandridge Road; and,

WHEREAS, no parking on the north side of Nicka Road prior to the intersection of Grandridge Road has been recommended by the Police Chief,

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

Section 1. Section 10.20.070 – Parking prohibited – Penalty of the Grandview Municipal Code which reads:

10.20.070 Parking prohibited – Penalty.

A. Parking is prohibited at all times along the south side of West Fifth Street between Division Street and 150 feet west of Euclid Road and from Velma Street west to the west city limits; on Avenue E on the west side between West Second and West Third; on Hillcrest Avenue on the west side from West Fifth to Rainier; in the alleys between Wine Country Road and Third Street; between Grandridge Road and Ash Street; on Douglas between East Second Street and East Third Street on the west side of the street; on both sides of the street on East Third from Douglas to Elm; on the west side of Euclid from the Union Pacific Railroad tracks south to Fifth Street; on the west side of Hillcrest from Second Street 40 feet south; on the north side of West Fifth Street from Euclid 40 feet west; on the south side of Wine Country Road between Grandridge Road and Avenue A; on Forrest Road where posted and on both sides of Euclid Road from Forsell Road to Wine Country Road; on the east side of Euclid Road from Fifth Street north to Second Street; on the north side of West Second Street from Hillcrest 116 feet west; on the south side of West Second Street from Hillcrest 60 feet west; and on the south side of West Fourth Street from Grandridge Road west to Avenue C.

B. There shall be no parking on the north side of West Second Street, from Avenue G west to Avenue J.

C. There shall be no parking on either side of West Fifth Street between Hillcrest Road to the west city limits.

D. There shall be no parking on either side of Wine Country Road from the Stover Road intersection to the west boundary of city limits.

E. Every vehicle stopped or parked upon Higgins Way shall be so stopped or parked with the right-hand wheels parallel to and within 12 inches of the right-hand curb or as close as practicable to the right edge of the right-hand shoulder. On Higgins Way no person may stop, park, or leave standing any vehicle, whether attended or unattended, upon the roadway or partly blocking the roadway.

F. In addition to the no parking regulations set forth in this section, no parking and parking areas may be designated by the chief of police with the approval of the city council. Said authorities shall cause to be posted and maintained proper signs of the standard designs adopted by the State Highway Commission. It is unlawful for any person to leave a vehicle parked in areas determined, designated and bearing the signs designated herein contrary to said signs.

G. No person shall park or stand a semi, trailer, machinery, equipment or truck as defined at GMC 10.12.010, on any city road or right-of-way, except when actually engaged in loading or unloading the same, or when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer.

H. Any person violating this section shall be subject to a fine of \$25.00 for each violation and, in addition, shall pay the cost of impounding and storage of such vehicle.

is hereby amended to read as follows:

10.20.070 Parking prohibited – Penalty.

A. Parking is prohibited at all times along the south side of West Fifth Street between Division Street and 150 feet west of Euclid Road and from Velma Street west to the west city limits; on Avenue E on the west side between West Second and West Third; on Hillcrest Avenue on the west side from West Fifth to Rainier; in the alleys between Wine Country Road and Third Street; between Grandridge Road and Ash Street; on Douglas between East Second Street and East Third Street on the west side of the street; on both sides of the street on East Third from Douglas to Elm; on the west side of Euclid from the Union Pacific Railroad tracks south to Fifth Street; on the west side of Hillcrest from Second Street 40 feet south; on the north side of West Fifth Street from Euclid 40 feet west; on the south side of Wine Country Road between Grandridge Road and Avenue A; on Forrest Road where posted and on both sides of Euclid Road from Forsell Road to Wine Country Road; on the east side of Euclid Road from Fifth Street north to Second Street; on the north side of West Second Street from Hillcrest 116 feet west; on the south side of West Second Street from Hillcrest 60 feet west; and on the south side of West Fourth Street from Grandridge Road west to Avenue C.

B. There shall be no parking on the north side of West Second Street, from Avenue G west to Avenue J.

C. There shall be no parking on either side of West Fifth Street between Hillcrest Road to the west city limits.

D. There shall be no parking on either side of Wine Country Road from the Stover Road intersection to the west boundary of city limits.

E. There shall be no parking on the north side of Nicka Road from Grandridge Road extending easterly a distance of 44 feet.

F. Every vehicle stopped or parked upon Higgins Way shall be so stopped or parked with the right-hand wheels parallel to and within 12 inches of the right-hand curb or as close as practicable to the right edge of the right-hand shoulder. On Higgins Way no person may stop, park, or leave standing any vehicle, whether attended or unattended, upon the roadway or partly blocking the roadway.

G. In addition to the no parking regulations set forth in this section, no parking and parking areas may be designated by the chief of police with the approval of the city

council. Said authorities shall cause to be posted and maintained proper signs of the standard designs adopted by the State Highway Commission. It is unlawful for any person to leave a vehicle parked in areas determined, designated and bearing the signs designated herein contrary to said signs.

H. No person shall park or stand a semi, trailer, machinery, equipment or truck as defined at GMC 10.12.010, on any city road or right-of-way, except when actually engaged in loading or unloading the same, or when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer.

I. Any person violating this section shall be subject to a fine of \$25.00 for each violation and, in addition, shall pay the cost of impounding and storage of such vehicle.

Section 2. This ordinance shall be in full force and effect 5 days 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 25, 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLICATION: 4/26/23

EFFECTIVE: 5/1/23

ORDINANCE NO. 2023-07

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,
AMENDING THE 2023 ANNUAL BUDGET**

WHEREAS, the original 2023 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 2023 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 25, 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLICATION: 4/26/23

EFFECTIVE: 5/01/23

Exhibit A

Beginning Balance	Estimated Revenues	Appropriated Expenditures	Ending Balance	Budget Total
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Current Expense Fund					
Original 2023 Budget	799,750	6,138,280	6,819,080	118,950	6,938,030
Amendment Amount	162,000	212,700	(50,700)	162,000	
Amended Total	799,750	6,300,280	7,031,780	68,250	7,100,030

ARPA Fund					
Original 2023 Budget	2,264,040	-	1,281,200	982,840	2,264,040
Amendment Amount			22,500	(22,500)	-
Amended Total	2,264,040	-	1,303,700	960,340	2,264,040

Yakima Co. Law & Justice Tax					
Original 2023 Budget	382,950	378,300	528,000	233,250	761,250
Amendment Amount			28,000	(28,000)	-
Amended Total	382,950	378,300	556,000	205,250	761,250

Sewer Fund					
Original 2023 Budget	7,685,640	5,500,105	6,104,460	7,081,285	13,185,745
Amendment Amount		147,000	40,000	107,000	147,000
Amended Total	7,685,640	5,647,105	6,144,460	7,188,285	13,332,745

RESOLUTION NO. 2023-23

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN A LEASE WITH INSPIRE DEVELOPMENT
CENTERS FOR THE ALICE GRANT LEARNING CENTER**

WHEREAS, the City of Grandview and Inspire Development Center (formerly Washington State Migrant Council) have agreed upon the terms set forth in a Lease for the Alice Grant Learning Center in the form attached as Exhibit A, and,

WHEREAS, the City Council of the City of Grandview has determined that approving said Lease is 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 enter into a Lease with Inspire Development Center for the Alice Grant Learning Center 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 April 25, 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

LEASE

THIS LEASE is made and entered into on April 4, 2023, by and between **City of Grandview**, hereinafter called "Lessor," and **Inspire Development Centers**, hereinafter called "Lessee."

WITNESSETH:

1. **PREMISES LEASED:** For and in consideration of the covenants and agreements hereinafter set forth, Lessor does by these presents lease and let to Lessee, and Lessee does hereby lease and rent from Lessor the following described property situated at in Yakima, Yakima County, Washington:

A parcel of land lying within the Southwest Quarter of the Southeast Quarter of Section 23, Township 9 North, Range 23, E.W.M. being more particularly described as follows:

Beginning at the Southwest corner of Lot 4 of GRANDRIDGE ADDITION No. 3, as recorded in Volume BB of Plats, Page 15 in the records of Yakima County, Washington; thence East along the Southern boundary of said Lot 4, 110 feet to the Westerly right-of-way of Acoma Street; thence continuing East along the terminus of Acoma Street, 50.00 feet to the Easterly right-of-way of Acoma Street; thence North along said right-of-way, 19.51 feet to the Southwest corner of Lot 5 of the aforementioned subdivision; thence South 89 degrees 49'12" East along the Southern boundary of said Lot 5; thence South 90.00 feet; thence North 89 degrees 49'12" West, 260.00 feet to the Easterly right-of-way, 69.96 feet; thence East along said Easterly right-of-way, 10.00 feet to the point of beginning.

And Lots 1, 2, 3, 4, 5, and 18 of said GRANDRIDGE ADDITION No. 3.

And Parcel A. A parcel of land lying within the Southwest Quarter of the Southeast Quarter of Section 23, Township 9 North, Range 23, E.W.M., being more particularly described as follows:

Beginning at the Southeast corner of Lot 5 of GRANDRIDGE ADDITION No. 3, as recorded in Volume BB of Plats, Page 15, in the records of Yakima County, Washington; thence South 90.00 feet thence South 89 degrees, 49'12" East, 156.00 feet; thence North 90.00 feet to the Southeast corner of Lot 7 of said GRANDRIDGE ADDITION No. 3, thence North 89 degrees 49'12" West of 156.00 feet to the point of beginning.

Parcel B. Lots 6, 7, 16 and 17 of GRANDRIDGE ADDITION No. 3, according to the Official Plat thereof, recorded in Volume BB of Plats, Page 15, records of Yakima County, Washington, and all appurtenances thereunto appertaining.

2. **TERM:** This lease is for a term of ten (10) years beginning on July 1, 2023, and ending on June 30, 2033.

3. **RENT:** Lessee agrees to pay to Lessor as rent for the premises the sum of \$1,187.67 per month, payable in advance on or before the 1st day of each and every month beginning July 1, 2023. Rent shall be paid to Lessor at such place as shall be designated by Lessor.

The monthly rent shall be adjusted upwards after each 24 month period this Lease is in effect (*i.e.* rent adjustments shall be implemented the first day of the 24th month, the 48th month, the 72nd month and the 96th month following the effective day of this Lease). Each upward adjustment shall be based on the Implicit Price Deflator for the month of July, as calculated and maintained by the United States Bureau of Economic Analysis, with a 2023 base year, PROVIDED, however, that in no event may the upward adjustment for a 24 month period be less than 1% nor more than 2.5% of the monthly rate during the immediately preceding 24 month period.

4. **USE OF PREMISES:** The premises shall be used by Lessee for conducting a learning center for the care and education of children and activities reasonably related thereto which constitute a similar usage as to wear and tear and shall not be used for any other purpose without the express written consent and approval of Lessor. It is understood and agreed that there are no express or implied warranties as to fitness of said premises for said use.

5. **CONDITION OF PREMISES:**

a. Lessee has inspected the premises, is fully familiar with and knows their condition, and accepts the same in their present condition without any representation of Lessor regarding the condition thereof, the improvements thereon, or their tenant ability.

b. Upon termination of this lease for any reason whatsoever, Lessee shall surrender to Lessor the buildings, structures, and building improvements upon the demised premises, together with all alterations and replacements thereof, in good order, condition, and repair, except for damage by fire or other casualties to the extent that they are insured against pursuant to paragraph 13 below.

c. All permanent improvements constructed on the demised premises shall be considered a part of the real estate and belong to the Lessor upon termination of this lease.

6. **COMPLIANCE WITH LAWS:** Lessee covenants, promises, and agrees to comply with all charters, laws, ordinances, rules, and regulations, to obtain all necessary licenses and permits applicable to Lessee's activities and to the premises, and to pay all fees and charges in connection therewith or by reason of inspections thereof.

7. MAINTENANCE AND REPAIRS:

a. Lessee agrees that all maintenance and repairs necessary to keep the premises in their present condition, reasonable wear and tear by ordinary use and damage by fire, the elements, or acts of God excepted, as well as all repairs necessary to allow Lessee to conduct its activities thereon, shall be undertaken by Lessee at its expense. Lessee's obligations hereunder shall include the maintenance and repair of all appliances, fixtures, plumbing, heating and air conditioning equipment, and the replacement of any broken plate glass or window glass.

b. All repairs shall be made by the party chargeable therewith as soon as is reasonably practicable, which, in the case of repairs to be made by Lessor, shall be as soon as reasonably practicable after written notice specifying the need for same has been given by Lessee to Lessor.

c. Lessee agrees to keep the premises in a safe, clean, and sanitary condition at all times, and Lessee shall be responsible for removal of snow and ice from the sidewalks and other areas which are a part of or adjacent to the leased premises.

8. ALTERATIONS AND ADDITIONS: Lessee shall not make any additions or material alterations to or upon the premises without first obtaining the written consent of Lessor, and any such additions or alterations authorized by Lessor shall be at Lessee's sole expense. In making any alterations or additions, Lessee shall comply with all building code provisions, municipal ordinances and regulations, and state laws which may affect or govern such work. All such additions or alterations shall become and remain the property of Lessor; *provided, however*, that upon the termination of this lease, Lessee shall, at its expense, promptly remove such additions or alterations if so requested by Lessor.

9. TRADE FIXTURES AND SIGNS: Lessee may install such equipment, fixtures, and signs in or upon the premises as Lessee deems desirable for the conduct of its activities, provided that Lessee shall not hang any signs from the roof or walls of the premises without first obtaining the written consent of Lessor, which consent shall not be unreasonably withheld. Upon the termination of this lease, Lessee shall, at its expense, promptly remove all such equipment, fixtures, and signs and restore the premises to the same condition, reasonable wear and tear by ordinary use excepted, as the same were in prior to the installation of such equipment, fixtures, and signs; *provided* Lessee shall not have the right to remove such property of Lessee if Lessee is then in default under the terms of this lease. In the event Lessee fails to restore said premises, Lessee shall reimburse Lessor for the reasonable costs of such restoration immediately upon demand by Lessor.

10. LIENS AND WASTE: Lessee shall not cause or permit any liens of any nature to be placed against the premises except liens placed thereon by Lessor, and Lessee shall save Lessor harmless from and on account of all liens and all expenses and indebtedness connected therewith, except those relating to liens placed thereon by Lessor. Lessee shall not commit or permit any waste or nuisance upon the premises.

11. **TAXES AND ASSESSMENTS:** Lessor shall pay all real estate taxes and assessments levied against the leased premises. Lessee shall pay all other taxes, assessments, and charges hereafter levied against the leased premises or the lease during the term of this lease, arising out of the occupancy or use thereof, or arising out of the conduct of Lessee's activities thereon.

12. **UTILITIES:** Lessee shall pay all charges and expenses for electricity, gas, heat, telephone, water, sewer service, garbage collection service, janitorial service, and all other services and utilities used in connection with the premises during the term of this lease, and Lessee shall not permit any thereof to become delinquent.

13. **INSURANCE:**

a. **Building Coverage:** At all times subsequent to taking possession of the leased premises, Lessee shall, at its sole expense, providing the following insurance coverages:

(1) **Comprehensive public liability insurance** against claims for bodily injury, personal injury and property damage occurring in connection with the use and occupancy of the leased premises or arising out of the improvement, repair or alteration of the leased premises. The limits of such insurance shall not be less than one million dollars per occurrence.

(2) **Insurance on the building** in which the leased premises are located against loss or damage by fire and against loss or damage by other risks embraced by the so-called "All Risk Coverage Endorsement" in amounts at all times sufficient to prevent Lessor or Lessee from becoming a co-insurer under the terms of the applicable policies but, in any event, in an amount no less than 100% of the full insurable value of the entire leased premises. The term "Full Insurable Value" shall mean actual replacement value.

b. **Lessee Coverages:** At all times subsequent to taking possession of the leased premises, LESSEE shall, at its sole cost and expense, provide the following insurance coverages:

(1) **All Risk Insurance:** All risk coverage on Lessee's personal property located in the leased premises on a replacement cost basis.

(2) **Contractual Liability:** Contractual liability coverage to insure the performance by Lessee of the indemnity agreement as to liability for injury to or death of persons injured or damage to property as set forth in this rental agreement.

(3) **Named Insureds:** All insurance required hereunder shall name as additional insured the Lessor, its officers, employees and agents.

(4) **Increased Limits:** If during the term of this rental agreement, higher limits of insurance than those above-mentioned shall be appropriate, customary

and generally required for like premises utilized for similar purposes, then upon request by Lessor, Lessee will procure such insurance with such higher limits.

(5) **Quality of Insurance:** Insurance required hereunder shall be in companies acceptable to Lessor and shall be qualified to conduct business in the State of Washington. Lessee shall deliver to Lessor copies of policies of such insurance or certificates evidencing the existence and amounts of such insurance. No such policy shall be cancelled or subject to reduction of coverage or other modification, except after ten (10) days prior written notice to Lessor. No financed premiums shall be allowed and there shall be no policy with a deductible greater than \$1,000.00 without prior consent of Lessor.

(6) **Loss Adjustment:** All policies shall expressly provide that any loss thereunder shall be adjusted with Lessor. The policies shall contain a provision that Lessor and additional insureds, although named as insureds, shall, nevertheless, be entitled to recover under said policies for any loss occasioned by them, their servants, agents, officers and employees other than by reason of the negligence of Lessor and/or additional insured.

(7) **Primary Insurance:** All policies shall be written as primary, and not contributing with or in excess of the coverage which Lessor or additional insureds, their agents, servants, officers or employees may carry.

(8) **Blanket Policies:** Lessee's obligation to carry the insurance herein provided may be brought within the coverage of a "blanket policy." However, Lessor and additional insured shall be named as insured thereunder as their interests may appear. Furthermore, coverage afforded shall not be reduced or diminished by reason of the use of such "blanket policy" and must be at least equal to coverage which would be provided under a separate policy covering only the leased premises.

14. **DAMAGE WAIVER:** Lessor and Lessee do hereby release and discharge each other from and against all liability for loss or damage caused by any of the perils covered by insurance policies which are in force and effect at the time of any such loss or damage, even though such loss or damage may be due to the negligence, act, or neglect of Lessor or Lessee, or agents or employees of either party. It is expressly understood and agreed that it is the intention hereof to constitute a waiver and release of any and all subrogation rights which the insurance companies might have under such insurance policies.

15. **INDEMNITY:** Lessee covenants and agrees to defend, indemnify, and hold Lessor harmless from and against any and all claims or liability for injury, damage, or loss, including attorneys' fees and costs, which may arise or to which Lessor may be subjected during or as a result of Lessee's occupation or use of the premises or the conduct of any activities thereon by Lessee or with Lessee's permission or knowledge.

16. **RISK OF LOSS:** All property of any kind on the premises shall be at the risk of Lessee, and Lessor shall not be liable, and Lessee waives all claims for any loss,

damage, or injury either to persons or property sustained by Lessee or any other person upon or about the premises, or due to the structures or any improvements upon the premises or the adjoining premises or any part thereof, becoming out of repair or arising from the overflow of water or the freezing, bursting, or leakage of water, gas, heating or steam pipes, or due to any act, omission, or neglect of Lessor or Lessee, or any of their agents or employees, or any other person upon or about the premises, or any other cause of any nature whatsoever. No eviction from the premises shall be claimed by Lessee by reason of the happening of any or all of the foregoing. Without limiting the generality of the foregoing, Lessee shall be solely responsible for theft or other similar loss of fixtures, equipment, or other property leased herein and any other property of Lessee.

17. **INGRESS AND EGRESS:** Lessor reserves the right of ingress and egress to and from the leased premises for the purpose of inspecting the same at all reasonable times and for making such repairs as Lessor is obligated to make under the terms of this lease.

18. **ASSIGNMENT AND SUBLETTING:** Lessee shall not assign this lease or sublet the premises herein, or any portion thereof, without first obtaining the written consent of Lessor; nor shall there be any transfer or assignment of this lease from Lessee by operation of law, either voluntarily or involuntarily or by dissolution, consolidation, or merger of Lessee. Consent to such assignment or subletting shall not operate to relieve Lessee of any of its covenants and obligations under this lease or relieve Lessee or its successor in interest from the necessity of obtaining like consent for any subsequent assignment or subletting.

19. **DAMAGE OR DESTRUCTION:** If the premises are destroyed or damaged by fire or other casualty rendering them, in Lessor's judgment, untenable, Lessor may, at its option, cancel this lease or may immediately proceed to rebuild and restore the same. Within ten (10) days after such destruction or damage, Lessor shall notify Lessee in writing whether Lessor elects to cancel this lease or rebuild and restore the premises. In the event Lessor elects to cancel this lease, the rent shall be paid to the date of destruction or damage, and all obligations of the parties hereto with respect to the unexpired portion of the term shall thereupon terminate. In the event Lessor elects to rebuild and restore the premises, such rebuilding or restoration shall be commenced as soon as practicable, shall be completed with due and reasonable diligence, and shall replace the improvements as nearly as practicable to the condition existing immediately prior to such damage or destruction; *provided* that any delay occasioned by governmental regulations or any other cause beyond the direct control of Lessor shall be taken into consideration in determining the promptness with which Lessor commences and completes the restoration and rebuilding. Rent shall be abated during the rebuilding and restoration proportionately in the same ratio as the untenable portion of the premises bears to the whole premises.

20. **CONDEMNATION:** If the whole or any substantial part of the premises ("substantial" being defined as reasonably preventing or unreasonably interfering with the conduct of Lessee's activities) be taken or condemned by the competent authority,

this lease shall terminate upon the date when possession of the premises so taken shall be acquired by such authority, and the rent shall be prorated as of the date of such termination. If less than a substantial part of the premises be taken or condemned by any competent authority, the rent shall be abated, proportionately in the same ratio that the part of the premises taken or condemned bears to the whole premises, from the date when possession of that part of the premises so taken shall be acquired by such authority. Lessor shall be entitled to the full amount of any condemnation award for the leased premises, and Lessee hereby expressly waives any right or claim to any part thereof as damages or otherwise and any right or claim against Lessor as a result of such taking or condemnation. Lessee shall have the right to claim and recover from the condemning authority such compensation as may be separately awarded or recoverable by Lessee in Lessee's own right on account of any and all damage to Lessee's activities by reason of the condemnation and on account of any cost or loss which Lessee might sustain.

21. **DEFAULT:** Full and prompt performance by Lessee of all terms and conditions of this lease is hereby made the essence of this lease. If Lessee should be in default in any of the same and such default shall have continued for ten (10) days in the case of nonpayment of rent or other sums due from Lessee and for thirty (30) days in the case of any other default after written notice by Lessor to Lessee setting forth the particular default claimed, or if Lessee's leasehold estate shall be taken on execution, or if Lessee shall be declared bankrupt or insolvent according to law, or if Lessee shall make an assignment for the benefit of creditors, or if a receiver shall be appointed for Lessee and continue in office thirty (30) days without discharge, then in any such event this lease shall, at the option of Lessor, be forfeited. In such event, Lessor may lawfully enter into and upon said premises or any part thereof, repossess the same, and expel Lessee and those claiming under and through Lessee and remove their effects, forcibly if necessary, without being deemed guilty of any manner of trespass, but without prejudice to any remedies which might otherwise be used by Lessor for the collection of rent or for any breach by Lessee of the covenants herein contained. It is further agreed that after service of notice as above set forth, an additional condition to avoid forfeiture shall be payment by Lessee of Lessor's costs and expenses, including attorneys' fees, for the preparation and service of such notice. Nothing contained herein shall release or diminish Lessee's obligation to pay rent for the full term of this lease, except the net amount of rent Lessor receives from any subsequent tenant during the term hereof. As an additional and not alternative remedy, optional with Lessor, if Lessee should be in default hereunder other than a default in the payment of rent, Lessor may cure or correct the same; and the cost of such action by Lessor shall immediately be due and payable from Lessee, plus interest on said sum at the rate of twelve percent (12%) per annum until paid; and nonpayment of said sum by Lessee shall be adequate grounds for Lessor to invoke the other provisions of this paragraph.

22. **NOTICES:** All notices required under this lease to be given by either party shall be effective as of the date of personal service thereof or the date of mailing by certified mail, return receipt requested, postage prepaid, and properly addressed to the other party at the following address or as the same may be changed from time to time by written notice to the other party:

Lessor: City Administrator
City of Grandview
207 West Second Street
Grandview, Washington 98930

Lessee: Chief Executive Officer
Inspire Development Services
105 South Sixth Street, Suite B
Sunnyside, Washington 98944

23. **ATTORNEYS' FEES AND COSTS:** Lessee shall pay Lessor all costs and expenses, including reasonable attorneys' fees, incurred by Lessor in the preparation and service of any notice which Lessor gives to Lessee under the terms of this lease. In any court suit or action brought by either party concerning this lease, the court shall award to the prevailing party reasonable attorneys' fees in addition to the costs allowed by law, and the other party agrees to pay the same.

24. **NONWAIVER:** The consent of Lessor to any variation of the terms of this lease, or the receipt of rent with knowledge of any breach, shall not be deemed to be a waiver of any breach or covenant of this lease, and no waiver shall be claimed by Lessee unless it be a written waiver signed by Lessor. Any waiver, express or implied, by Lessor of any breach by Lessee of any of the covenants of this lease shall not be construed to be a waiver of any subsequent breach of the same or any other covenant in this lease, or affect or prejudice any of Lessor's rights or remedies hereunder. After service of notice of default or commencement of suit, Lessor may receive and collect rent due; and the same shall not affect such notice or suit or any judgment, nor shall it be deemed a waiver in any sense.

25. **SUCCESSORS:** Subject to the foregoing provisions relating to assignment and subletting, this lease shall inure to the benefit of and shall be binding upon the successors and assigns of the respective parties hereto.

26. **ENTIRETY OF AGREEMENT:** No prior stipulation, agreement, or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in the provisions of this lease. The terms and conditions of this lease shall not be amended or modified, except in writing signed by both Lessor and Lessee. Headings used herein are for convenience only, are not a part of this lease, and are not to be used in construing it. Each party agrees to execute, upon request of the other, a short form of this lease for purposes of recordation, and to re-execute this lease at any time upon the request of the other.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

CITY OF GRANDVIEW

MAYOR GLORIA MENDOZA

INSPIRE DEVELOPMENT CENTERS
a Washington corporation, *Lessee*

By:  _____

RESOLUTION NO. 2023-24

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
APPROVING TASK ORDER NO. 2023-03 WITH HLA ENGINEERING AND
LAND SURVEYING, INC., FOR THE OLD INLAND EMPIRE HIGHWAY (OIE)
SANITARY SEWER 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 Old Inland Empire Highway (OIE) Sanitary Sewer 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. 2023-03 with HLA Engineering and Land Surveying, Inc., for the Old Inland Empire Highway (OIE) Sanitary Sewer Improvements with an estimated fee for services in the amount of \$70,000.00 for design engineering and \$74,000.00 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 April 25, 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

TASK ORDER NO. 2023-03

REGARDING GENERAL AGREEMENT BETWEEN CITY OF GRANDVIEW

AND

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

PROJECT DESCRIPTION:

Old Inland Empire Highway (OIE) Sanitary Sewer Improvements
HLA Project No. 23094E

The City of Grandview (CITY) desires to replace the existing deteriorated and undersized sewer main in OIE, from Grandridge Road to approximately 950 feet east of Division Street. This work will be coordinated with the CITY's existing OIE Roadway Improvements project scheduled for construction in 2023. It is anticipated these improvements are to be a portion of a larger sewer main replacement project in coordination with Welch's plant expansion.

SCOPE OF SERVICES:

At the direction of the CITY, HLA shall provide professional engineering services for the Old Inland Empire Highway (OIE) Sanitary Sewer Improvements project (PROJECT). HLA services shall include the following:

1.0 Design Engineering

- 1.1 Conduct site visit with CITY to review proposed preliminary alignments. Perform field investigations necessary to design the identified improvements.
- 1.2 Coordinate design with utility companies and meet with utility company representatives on site to review proposed improvements.
- 1.3 Prepare preliminary design plans and specifications. Coordinate sewer main design with OIE Roadway Improvements project. Distribute electronic documents and meet with CITY staff to review and discuss preliminary plans.
- 1.4 Incorporate CITY review comments and prepare final draft plans, specifications, and estimate for review and approval by CITY.
- 1.5 Incorporate CITY review comments and prepare final design plans, specifications, and estimate for publicly bid improvements, as authorized by the CITY.
- 1.6 Upon authorization, furnish the CITY electronic final documents. 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.
- 1.7 Prepare advertisement for bids and transmit to newspapers for publication selected by the CITY. Advertising fees to be paid by the CITY.
- 1.8 Post documents to HLA website, notify potential bidders and utility companies of project posting, and maintain planholder list.
- 1.9 Answer questions and supply information requested by prospective bidders.
- 1.10 Prepare and issue addenda, if necessary.

- 1.11 Attend bid opening and participate in bidder evaluation process.
- 1.12 Prepare tabulation of all bids received by the CITY and review bidder's qualifications.
- 1.13 Make recommendation to the CITY of construction contract award to the lowest responsible bidder.

2.0 Construction Engineering

- 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 conduct 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, including construction staking.
- 2.6 Review Contractor's submission of materials and shop drawings.
- 2.7 Review materials testing results for compliance with the plans and specifications.
- 2.8 Furnish a qualified resident engineer (inspector) to observe construction for substantial compliance with plans and specifications and CITY Construction Standards.
- 2.9 Perform measurement and computation of pay items and prepare and file progress reports for the PROJECT with the CITY. Recommend monthly progress pay estimates for the Contractor to the CITY.
- 2.10 Administer construction progress meetings. Construction meetings are anticipated to be a maximum of one (1) per week throughout the construction duration.
- 2.11 Consult and advise the CITY during construction and make a final report of the completed work.
- 2.12 Monitor Contractor's compliance with the contract documents for labor standards and review Statements of Intent to pay Prevailing Wages and Affidavits of Wages Paid.
- 2.13 Prepare and submit proposed contract change orders when applicable.
- 2.14 Perform final PROJECT 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 in accordance with PROJECT field records provided by the resident engineer

3.0 Additional Services

- 3.1 Provide professional engineering 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 CITY

The CITY will provide or perform the following:

- 4.1 Provide full information as to CITY requirements of the PROJECT.
- 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 of the PROJECT.
- 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 Pay for PROJECT bid advertisement costs.
- 4.5 Pay for all necessary permits and testing fees not paid by the Contractor.
- 4.6 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 cost associated with obtaining such approvals.

TIME OF PERFORMANCE:

HLA will diligently pursue completion of the PROJECT as follows:

1.0 Design Engineering

HLA will provide draft plans, specifications, and cost estimate for CITY review within forty-five (45) calendar days from receipt of signed Task Order. Following receipt of CITY review comments, HLA will prepare final plans, specifications, and estimate for publicly bid improvements within thirty (30) calendar days.

2.0 Construction Engineering

Construction engineering services shall begin upon construction contract award by the CITY to the lowest responsible bidder and extend through the completion of construction, and completion of as-constructed drawings. A maximum of thirty (30) working days has been assumed for the construction of the improvements, utilizing a standard 40-hour work week. Should the Contractor be granted time extensions for construction completion due to recognized delays, requested additional work, and/or change orders, services during construction beyond the thirty (30) total working days shall be considered additional services.

3.0 Additional Services

Time for completion for 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 under this work item, 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 this phase shall be performed for the lump sum fee of \$70,000.00.

2.0 Construction Engineering

All work 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 the estimated total fee of \$74,000.00.

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

Date

Approved:

City of Grandview
Gloria Mendoza, Mayor

Date