

**GRANDVIEW CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY, JULY 11, 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

PAGE

- 1. CALL TO ORDER & ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. APPROVE AGENDA**
- 4. PRESENTATIONS**
 - A. Fourth of July Reports – Police Department & Fire Department
- 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 June 27, 2023 Committee-of-the-Whole meeting 1-4
 - B. Minutes of the June 27, 2023 Council meeting 5-12
 - C. Payroll Check Nos. 13351-13389 in the amount of \$36,569.53
 - D. Payroll Electronic Fund Transfers (EFT) Nos. 61083-61089 in the amount of \$117,426.83
 - E. Payroll Direct Deposit 06/16/23-06/30/23 in the amount \$152,577.68
 - F. Claim Check Nos. 126819-126911 in the amount of \$813,960.32
- 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. Ordinance No. 2023-12 Cemetery Rates Evaluation and Expansion Update 13-14
 - B. Resolution No. 2023-44 approving Task Order No. 2023-07 with HLA Engineering and Land Surveying, Inc., for the Mike Bren Memorial Park Restroom 15-17

- C. Ordinance No. 2023-13 regarding a Supporting Investments in Economic Diversification (SIED) Contract with Yakima County and the City of Grandview for the Wine Country Road and Higgins Way Improvements; authorizing the Mayor to execute all documents necessary to implement the contract and receive and expend all monies received under the contract for the project; and creating project Fund 335 – Wine Country Road and Higgins Way Improvements and authorizing the City Treasurer to make interfund loans to support cash flow to Fund 335 18-29

- 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, July 11, 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/88417955234?pwd=ZUQzTHFwNjNvZ2c4N3VFamo1ZnlPZz09>

To join via phone: +1 253 215 8782

Meeting ID: 884 1795 5234

Passcode: 248374

**GRANDVIEW CITY COUNCIL
COMMITTEE-OF-THE-WHOLE MEETING MINUTES
JUNE 27, 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 Steve Barrientes, Laura Flores, Bill Moore (Mayor Pro Tem), Robert Ozuna, Javier Rodriguez and Joan Souders

Present via teleconference: None

Absent: Councilmember David Diaz

Staff present: City Administrator/Public Works Director Cus Arteaga, City Attorney Quinn Plant, City Treasurer Matt Cordray, Police Chief Kal Fuller and City Clerk Anita Palacios

3. PUBLIC COMMENT – None

4. NEW BUSINESS

A. Draft Housing Action Plan - Objectives/Goals – Byron Gumz, YVCOG Land Use Planning Manager

Byron Gumz, YVCOG Land Use Planning Manager, presented a draft of the City of Grandview's Housing Action Plan. He explained that the purpose of a Housing Action Plan was to review current and projected circumstances for housing availability within a community, determine the priorities of the community, and provide some options for the best path forward regarding housing. The entire process was one that involved cooperation between the authors (the Yakima Valley Conference of Governments), City staff, community members, developers, and various county and state organizations. The result would be a tool that can be used by the City and by developers in order to determine needs, shape policy, act as a foundation for grants and other funding opportunities, and act as a source of information for any housing initiatives that may be undertaken by public or private entities. The document was comprised of a number of elements. The Housing Needs Assessment was an overview of demographic, employment, construction, and various other sectors of data, and identifies potential gaps that may exist presently and in the future. Current housing policy was also assessed, and potential barriers and bottlenecks were identified that may be changed in the future in order to allow for various housing types or for development to be more streamlined. Community outreach supplements these findings by asking community members what gaps they see regarding current housing, and what types of housing and efforts they would like to see employed by the City and by developers. The Housing Action Plan considers these gaps and desires, and provides some strategies that may be employed by the City in order to work with developers to meet those needs. It prioritizes strategies based on the priorities presented by City staff and Council, and provides some strategies in the appendices.

He presented Grandview's potential goals/objectives based on data, outreach results and policy analysis, as follows:

- More diverse housing options (cottage housing, duplex/triplex/4-plex/townhouses, etc.)
- Middle-income housing
- Affordable housing
- Increasing the vacancy rates
- Creating housing for Grandview's workforce
- Preservation of existing housing stock
- Expansion of infrastructure to allow for more City-served housing development

Discussion took place.

The final Housing Action Plan would be presented to Council for formal consideration during the month of August, 2023.

B. Resolution accepting the bid for the East Game Pond Pipeline Replacement

City Administrator Arteaga explained that bids for the East Game Pond Pipeline Replacement were opened on June 14, 2023. A total of four (4) bids were received with Selland Construction Inc., of Wenatchee, Washington, submitting the low bid in the amount of \$474,336.00.

Discussion took place.

On motion by Councilmember Moore, second by Councilmember Barrientes, the C.O.W. moved a resolution accepting the bid for the East Game Pond Pipeline Replacement to the June 27, 2023 regular meeting for consideration.

Roll Call Vote:

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

C. Cemetery Rates Evaluation and Expansion Update

Present on behalf of HLA Engineering and Land Surveying, Inc., was City Engineer Stephanie Ray.

City Engineer Ray explained that the City previously reviewed cemetery rates on December 3, 2001. The City Engineers have been working with staff in preparing ideas for the expansion of the new cemetery area. In addition to evaluating options, they have also compared rates with other cemeteries around the area and have provided averages for Council to consider. The engineers were recommending that the Council adjust some of the rates. In doing so, the City would generate an additional \$27,105 per year. She presented a Technical Memorandum identifying existing, average, and recommended rate information. Staff recommended Council support the City Engineer's recommendation to increase cemetery rates and direct staff to

prepare an ordinance for consideration at the next regular Council meeting.

City Engineer Ray presented options to expand the existing cemetery and an option for a future expansion.

Discussion took place.

On motion by Councilmember Moore, second by Councilmember Souders, the C.O.W. supported the City Engineer's recommendation to increase cemetery rates and directed staff to prepare an ordinance for consideration at the July 11, 2023 Council meeting.

Roll Call Vote:

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

D. Resolution approving Task Order No. 2023-07 with HLA Engineering and Land Surveying, Inc., for the Mike Bren Memorial Park Restroom

City Administrator Arteaga presented Task Order No. 2023-07 with HLA Engineering and Land Surveying, Inc., to provide professional engineering and land surveying services for the Mike Bren Memorial Park Restroom with an estimated fee for services in the amount of \$30,000.00.

Discussion took place.

On motion by Councilmember Ozuna, second by Councilmember Moore, the C.O.W. moved a resolution approving Task Order No. 2023-07 with HLA Engineering and Land Surveying, Inc., for the Mike Bren Memorial Park Restroom to the July 11, 2023 regular meeting for consideration.

Roll Call Vote:

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

E. ARPA New Business Grants

City Treasurer Cordray presented three ARPA new business grants for Garza Accounting, Taqueria El Wero Pal, LLC., and Honey Dog Productions dba Bella's Market. He indicated that the ARPA Committee recommended additional funding to fund the sixth business grant.

Discussion took place.

On motion by Councilmember Ozuna, second by Councilmember Moore, the C.O.W. approved the ARPA new business grants for Garza Accounting, Taqueria El Wero Pal, LLC., and Honey Dog Productions dba Bella's Market and directed staff to prepare a budget amendment for the additional grant award.

Roll Call Vote:

- Councilmember Barrientes – 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 Souders, the C.O.W. meeting adjourned at 7:00 p.m.

Mayor Gloria Mendoza

Anita Palacios, City Clerk

**GRANDVIEW CITY COUNCIL
REGULAR MEETING MINUTES
JUNE 27, 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 Steve Barrientes, Laura Flores, Bill Moore (Mayor Pro Tem), Robert Ozuna, Javier Rodriguez and Joan Souders

Present via teleconference: None

Absent: Councilmember David Diaz

On motion by Councilmember Moore, second by Councilmember Souders, Council excused Councilmember Diaz from the meeting.

Roll Call Vote:

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

Staff present: City Administrator/Public Works Director Cus Arteaga, City Attorney Quinn Plant, City Treasurer Matt Cordray, Police Chief Kal Fuller and City Clerk Anita Palacios

2. PLEDGE OF ALLEGIANCE

Mayor Pro Tem Moore led the pledge of allegiance.

3. APPROVE AGENDA

On motion by Councilmember Moore, second by Councilmember Ozuna, Council approved the June 27, 2023 regular meeting agenda as presented.

Roll Call Vote:

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

4. PRESENTATIONS – None

5. **PUBLIC COMMENT** – None

6. **CONSENT AGENDA**

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

- A. **Minutes of the June 13, 2023 Committee-of-the-Whole meeting**
- B. **Minutes of the June 13, 2023 Council meeting**
- C. **Payroll Check Nos. 13331-13350 in the amount of \$103,507.38**
- D. **Payroll Electronic Fund Transfers (EFT) Nos. 61070-61074 in the amount of \$105,035.81**
- E. **Payroll Direct Deposit 06/01/23-06/15/23 in the amount \$139,396.15**
- F. **Claim Check Nos. 126726-126818 in the amount of \$472,887.46**

Roll Call Vote:

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

7. **ACTIVE AGENDA**

- A. **Public Hearing – 2023-2028 Six-Year Transportation Improvement Program Amendment**

Mayor Mendoza opened the public hearing to receive comments on an amendment to the 2023-2028 Six-Year Transportation Improvement Program by reading the public hearing procedure.

City Administrator Arteaga explained that the amendment to the 2023-2028 Six-Year Transportation Improvement Program was to add the Wine Country Road Sidewalk and Pathway Improvements.

No comments were received during the public hearing or by mail and the hearing was closed.

- B. **Resolution No. 2023-39 amending the 2023-2028 Six-Year Transportation Improvement Program to add the Wine Country Road Sidewalk and Pathway Improvements**

This item was previously discussed at the June 27, 2023 public hearing.

On motion by Councilmember Moore, second by Councilmember Rodriguez, Council approved Resolution No. 2023-39 amending the 2023-2028 Six-Year Transportation Improvement Program to add the Wine Country Road Sidewalk and Pathway Improvements.

Roll Call Vote:

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

C. Public Hearing – 2024-2029 Six-Year Transportation Improvement Program

Mayor Mendoza opened the public hearing to receive comments on an amendment to the 2024-2029 Six-Year Transportation Improvement Program by reading the public hearing procedure.

City Administrator Arteaga explained that each year, the City was required to update the Six-Year Transportation Improvement Program (TIP). The Six-Year TIP identified street priority projects and funding sources. In the past, Council had not added street projects unless there was a funding source available to support the recommendation. He presented the 2024-2029 Six-Year TIP prioritized as follows:

Priority Number: 1

Project Title: Wine Country Road Park and Ride Improvements

Project Description: Resurface parking lot, add sidewalk, concrete driveway, bus shelter, amenities, pavement markings and signage

Project Year: 2024

Funding Source: STBG (US)

Federal/State Funds: \$323,380

Local Funds: \$80,850

Total Funds: \$404,230

Priority Number: 2

Project Title: Stover Road Railroad Crossing Improvements

Project Description: Replace outdated railroad crossing equipment, railroad crossing surfacing and pedestrian crossing and resurface roadway

Project Year: 2024

Funding Source: HSIP

Federal/State Funds: \$930,600

Local Funds: -0-

Total Funds: \$930,600

Priority Number: 3

Project Title: West Fifth Street Resurfacing from Stassen Way to Grandridge Road

Project Description: Grind and overlay asphalt surface, pavement markings, update sidewalk ramps to ADA standards

Project Year: 2024

Funding Source: Transportation Improvement Board (TIB)

Federal/State Funds: \$218,300

Local Funds: \$24,300

Total Funds: \$242,600

Priority Number: 4

Project Title: Larson Street Improvements from West Fifth Street to Queen Street

Project Description: Roadway reconstruction including excavation, roadway widening, storm drainage improvements, hot mix asphalt, curb and gutter, and water system improvements

Project Year: 2025

Funding Source: City of Grandview

Federal/State Funds: -0-

Local Funds: \$640,000

Total Funds: \$640,000

Priority Number: 5

Project Title: Stassen Way Improvements from Hillcrest Street to Velma Avenue

Project Description: Roadway reconstruction including excavation, roadway widening, storm drainage improvements, hot mix asphalt, and water system improvements

Project Year: 2027

Funding Source: City of Grandview

Federal/State Funds: -0-

Local Funds: \$584,400

Total Funds: \$584,400

Priority Number: 6

Project Title: Highland Road Improvements from Elm Street to east City limits

Project Description: Roadway reconstruction including excavation, road widening, curb and gutter, hot mix asphalt, storm drainage improvements, and water and sewer system improvements

Project Year: 2028

Funding Source: City of Grandview

Federal/State Funds: -0-

Local Funds: \$3,868,800

Total Funds: \$3,868,800

Priority Number: 7

Project Title: Forsell Road Resurfacing from Wallace Way to Puterbaugh Road

Project Description: Grind and overlay asphalt surface and pavement markings

Project Year: 2026

Funding Source: Transportation Improvement Board (TIB)

Federal/State Funds: \$379,240

Local Funds: \$42,140

Total Funds: \$421,380

Priority Number: 8

Project Title: West Second Street Improvements from Hillcrest Road to Avenue J

Project Description: Reconstruct roadway including excavation, crushed surfacing, hot mix asphalt, curb and gutter, sidewalks, storm drainage, street lighting and pavement markings

Project Year: 2025/2026

Funding Source: Transportation Improvement Board (TIB)

Federal/State Funds: \$1,337,200

Local Funds: \$148,600

Total Funds: \$1,485,800

Priority Number: 9

Project Title: Wine Country Road Resurfacing from Euclid Street to Grandridge Road

Project Description: Grind and overlay asphalt surface and pavement markings

Project Year: 2028

Funding Source: Transportation Improvement Board (TIB)

Federal/State Funds: \$409,300

Local Funds: \$45,500

Total Funds: \$454,800

No comments were received during the public hearing or by mail and the hearing was closed.

D. Resolution No. 2023-40 adopting the 2024-2029 Six-Year Transportation Improvement Program

This item was previously discussed at the June 27, 2023 public hearing.

On motion by Councilmember Moore, second by Councilmember Ozuna, Council approved Resolution No. 2023-40 adopting the 2024-2029 Six-Year Transportation Improvement Program.

Roll Call Vote:

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

E. Ordinance No. 2023-10 amending Grandview Municipal Code Section 2.48.070 Headstones regarding the City Cemetery

This item was previously discussed at the June 13, 2023 C.O.W. meeting.

On motion by Councilmember Rodriguez, second by Councilmember Souders, Council approved Ordinance No. 2023-10 amending Grandview Municipal Code Section 2.48.070 Headstones regarding the City Cemetery.

Roll Call Vote:

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

F. **Resolution No. 2023-41 authorizing the Police Chief to sign the Managed Information Technology Support Agreement between Certinet Systems and the Grandview Police Department**

This item was previously discussed at the June 13, 2023 C.O.W. meeting.

On motion by Councilmember Ozuna, second by Councilmember Barrientes, Council approved Resolution No. 2023-41 authorizing the Police Chief to sign the Managed Information Technology Support Agreement between Certinet Systems and the Grandview Police Department.

Roll Call Vote:

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

G. **Resolution No. 2023-42 authorizing the Mayor to sign an amendment to the Interlocal Agreement for the Establishment of the Yakima Consortium for Regional Public Safety**

This item was previously discussed at the June 13, 2023 C.O.W. meeting.

On motion by Councilmember Rodriguez, second by Councilmember Ozuna, Council approved Resolution No. 2023-42 authorizing the Mayor to sign an amendment to the Interlocal Agreement for the Establishment of the Yakima Consortium for Regional Public Safety.

Roll Call Vote:

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

H. **Ordinance No. 2023-11 amending the 2023 Annual Budget**

This item was previously discussed at the June 13, 2023 C.O.W. meeting.

On motion by Councilmember Rodriguez, second by Councilmember Souders, Council approved Ordinance No. 2023-11 amending the 2023 Annual Budget.

Roll Call Vote:

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

I. **Resolution No. 2023-43 accepting the bid for the East Game Pond Pipeline Replacement**

This item was previously discussed at the June 27, 2023 C.O.W. meeting.

On motion by Councilmember Moore, second by Councilmember Souders, Council approved Resolution No. 2023-43 accepting the bid for the East Game Pond Pipeline Replacement.

Roll Call Vote:

- Councilmember Barrientes – 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** – None

10. **MAYOR & COUNCILMEMBER REPORTS**

Mainstreet Grandview ARPA Funding – Councilmember Flores reported that Mainstreet Grandview ARPA funding was allocated for the following events: Grandview Nights was held on June 23rd, Grandview Days and Car Show would be held on July 15th, and the 3-on-3 Basketball Tournament would be held on August 19th and 20th.

Chamber of Commerce ARPA Funding – Councilmember Moore reported that the Chamber of Commerce would be meeting to discuss their ARPA funding allocation.

Walk for Grandview – Mayor Mendoza reported that a “Walk for Grandview” would be held on July 28th from 7:30 to 9:00 am.

AWC Conference – Councilmembers Moore and Souders attended the AWC Conference on June 20-23 in Spokane.

11. ADJOURNMENT

On motion by Councilmember Moore, second by Councilmember Rodriguez, the Council meeting adjourned at 7:40 p.m.

Mayor Gloria Mendoza

Anita Palacios, City Clerk

ORDINANCE NO. 2023-12

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,
AMENDING GRANDVIEW MUNICIPAL CODE SECTION 2.48.150(A)
SETTING CEMETERY RATES**

WHEREAS, rate adjustments are necessary from time to time to identify cemetery services and provide adequate fees; and,

WHEREAS, Grandview Municipal Code Section 2.48.150(A) provides for cemetery rates;

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

Section 1. Grandview Municipal Code Section 2.48.150 (A), which reads as follows:

2.48.150 Rates – Advance payments.

A. Rates to be charged at the Grandview City Cemetery shall be as follows:

| | |
|---|----------------|
| Cemetery space – Adult | \$700.00 |
| Cemetery space – Infant | \$355.00 |
| Cremation space or second burial | \$355.00 |
| Cremation niche space | \$300.00 |
| Open and closing/disinterment – Adult | \$800.00 |
| Open and closing/disinterment – Infant | \$445.00 |
| Open and closing/cremation in-ground burial | \$360.00 |
| Open and closing/cremation niche | \$305.00 |
| Liner – Adult | \$555.00 + tax |
| Liner – Infant | \$300.00 + tax |
| Liner – Cremation in-ground burial | \$70.00 + tax |
| Weekend/holiday service charge | \$530.00 |
| Short notice surcharge (< 24 hours) | \$175.00 |
| Headstone settings 12 x 24 | \$265.00 |
| 12 x 36 | \$355.00 |
| 12 x 48 | \$400.00 |
| Upright stone 12 x 24 | \$400.00 |
| 12 x 36 | \$450.00 |
| 12 x 48 | \$535.00 |
| Oversize stones (height/weight) | \$1,000.00 |
| | |
| Addition of vase to existing stone | \$50.00 |
| Cremation niche engraving fee | \$130.00 |
| Bench setting (5 x 5 concrete slab) | \$400.00 |

is hereby amended to read as follows:

2.48.150 Rates – Advance payments.

A. Rates to be charged at the Grandview City Cemetery shall be as follows:

| | |
|---|------------------|
| Cemetery space – Adult | \$1,100.00 |
| Cemetery space – Infant | \$500.50 |
| Cremation space or second burial | \$500.50 |
| Cremation niche space | \$600.00 |
| Open and closing/disinterment – Adult | \$800.00 |
| Open and closing/disinterment – Infant | \$445.00 |
| Open and closing/cremation in-ground burial | \$425.00 |
| Open and closing/cremation niche | \$375.00 |
| Liner – Adult | \$555.00 + tax |
| Liner – Infant | \$300.00 + tax |
| Liner – Cremation in-ground burial | \$70.00 + tax |
| Disinterment/Reinterment – Adult | \$800.00 |
| Disinterment/Reinterment – Infant | \$445.00 |
| Disinterment/Reinterment – Cremation | \$250.00 |
| Weekend/holiday service charge | \$530.00 |
| Short notice surcharge (< 24 hours) | \$175.00 |
| Headstone settings 12 x 24 | \$275.00 + tax |
| 12 x 36 | \$375.00 + tax |
| 12 x 48 | \$450.00 + tax |
| Upright stone 12 x 24 | \$425.00 + tax |
| 12 x 36 | \$500.00 + tax |
| 12 x 48 | \$650.00 + tax |
| Oversize stones (height/weight) | \$1,000.00 + tax |
| Addition of vase to existing stone | \$50.00 + tax |
| Cremation niche engraving fee | \$150.00 |
| Bench/Slab installation | \$600.00 |

Section 2. 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 July 11, 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

PUBLICATION: 7/12/23
EFFECTIVE: 7/17/23

CITY ATTORNEY

RESOLUTION NO. 2023-44

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
APPROVING TASK ORDER NO. 2023-07 WITH HLA ENGINEERING AND
LAND SURVEYING, INC., FOR THE MIKE BREN MEMORIAL PARK RESTROOM**

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 Mike Bren Memorial Park Restroom,

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. 2023-07 with HLA Engineering and Land Surveying, Inc., for the Mike Bren Memorial Park Restroom with an estimated fee for services in the amount of \$30,000.00 in the form as is attached hereto and incorporated herein by reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at a special meeting on July 11, 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

TASK ORDER NO. 2023-07

REGARDING GENERAL AGREEMENT BETWEEN CITY OF GRANDVIEW

AND

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

PROJECT DESCRIPTION:

Mike Bren Memorial Park Restroom
HLA Project No. 23108E

The City of Grandview (CITY) plans to add a public restroom facility to the Mike Bren Memorial Park. The City has requested HLA Engineering and Land Surveying, Inc. (HLA), provide comments on the plans created by Lower Valley Drafting and Design, specifications, and a bid package for the project in order to advertise for bids for construction. Engineering design work will begin immediately following Task Order approval, with construction anticipated to occur during fall 2023.

SCOPE OF SERVICES:

At the direction of the CITY, HLA will provide professional engineering services for the Mike Bren Memorial Park Restroom (PROJECT). HLA shall provide comprehensive civil engineering construction specifications and estimate for improvements consisting of domestic water, sanitary sewer, storm drainage, electrical services, and building design.

HLA shall provide the following services:

1.0 Project Specifications

- 1.1 Perform field investigations as necessary to verify that the design of the improvements meets CITY building codes and standard specifications.
- 1.2 Attend two (2) design meetings with the CITY to obtain input regarding existing and proposed improvements.
- 1.3 Verify plan set provided by others is complete, including plan sheets with construction notes and plan details.
- 1.4 Prepare final construction cost estimate.
- 1.5 Prepare final PROJECT specifications.
- 1.6 Submit final specifications to the CITY for review and approval.
- 1.7 Incorporate CITY review comments and provide final construction documents for bidding approval.

2.0 Additional Services

Provide professional engineering and land surveying services for additional work requested by the CITY not included above.

3.0 Items to be Furnished and Responsibility of CITY

- 3.1 Provide full information as to CITY requirements of the PROJECT.

- 3.2 Pay for PROJECT advertising, notices or other publication as may be required by the funding source.
- 3.3 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.
- 3.4 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.
- 3.5 Obtain approval of all governmental authorities with jurisdiction over the PROJECT, and approvals and consents from other individuals or bodies as necessary for completion. Pay all review fees and costs associated with obtaining such approvals.

TIME OF PERFORMANCE:

HLA will diligently pursue completion of the PROJECT with the following schedule anticipated:

1.0 Project Specifications

Completion of comments on plans, specifications, and opinion of cost, within forty-five (45) working days following receipt of signed Task Order.

2.0 Additional Services

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

FEE FOR SERVICE:

1.0 Project Specifications

All work for Project Specifications services shall be performed for the Lump Sum fee of \$30,000.00.

2.0 Additional Services

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

Proposed:  6-16-23
 HLA Engineering and Land Surveying, Inc. Date
 Benjamin A. Annen, PE, Vice President

Approved: _____ Date
 City of Grandview
 Gloria Mendoza, Mayor

ORDINANCE NO. 2023-13

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

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

WHEREAS, the City proposes to construct a project with a combination of City, private, and County funds, including \$1,532,416.00 from the SIED Fund, \$766,208.00 to be in the form of a loan, and \$766,208.00 to be in the form of a grant, and thereafter to own and operate the Project for the benefit of the City and the County; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on July 11, 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLICATION: 7/12/2023
EFFECTIVE: 7/17/23

**YAKIMA COUNTY
and
CITY OF GRANDVIEW
(Wine Country Road and Higgins Way Improvements)**

1. PARTIES

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

2. TERM

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

3. PURPOSE

The purpose of this Contract is to provide for the construction of certain infrastructure improvements (hereinafter referred to as **the Project**) using certain County funds designated for such infrastructure. The Project will construct water, sewer, and roadway improvements along the north side of Wine Country Road and east side of Higgins Way. The project will also complete sidewalk improvements along the north side of Wine Country Road and the east side of Higgins Way. This project will allow the City of Grandview to extend its utility facilities into 12 acres of land zoned as general commercial currently is not served. This will allow for potential development to occur in this area.

4. RECITALS

- A. The Parties make this Contract based on and in recognition of certain relevant facts and circumstances including:
- B. Sales and use taxes are collected in and for the County under authority of RCW 82.14.370 and Yakima County Code 3.10.010 for the purpose of financing public facilities in the County, and the proceeds are deposited in the Yakima County Infrastructure Fund (also referred to as SIED Fund), according to YCC 3.10.040.
- C. The City proposes to construct the Project with a combination of City, private, and County funds, including **\$1,532,416.00 from the SIED Fund, \$766,208.00 to be in the**

form of a *loan*, and \$766,208.00 to be in the form of a *grant*, and thereafter to own and operate the Project for the benefit of the City and the County.

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

5. MUTUAL CONSIDERATION

- A. **COUNTY LOAN**—The County shall *loan* **Seven Hundred Sixty-six Thousand Two Hundred Eight Dollars and Zero Cents (\$766,208.00)** for the Project described herein. **This loan amount shall be drawn on the SIED Fund by County warrant, payable to the City, upon the next Yakima County Auditor's warrant issue.**
- B. **REPAYMENT OF COUNTY LOAN**—The City shall *repay* the County's loan of **Seven Hundred Sixty-six Thousand Two Hundred Eight Dollars and Zero Cents (\$766,208.00)** with interest on unpaid principal, at an annual per annum rate of **6.18%**, which is the Yakima County Interfund Loan Rate. In the event the contract is executed after August 15, 2023, the parties agree to use the current yield on the date this contract is fully executed by both parties. Interest shall accrue from the date this contract is approved by the County.

Repayment of principal and interest shall be made in ten annual installments. The first payment shall be due on June 1, 2025, and annual payments thereafter shall be due on June 1 of each year with the final payment nevertheless due on June 1, 2034; Provided however, that the final installment may be in such greater or lesser amount as shall be required for full amortization of the repayment amount.

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

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

- C. COUNTY GRANT—The County shall grant Seven Hundred Sixty-six Thousand Two Hundred Eight Dollars and Zero Cents (\$766,208.00) to the City for the Project described herein. This grant shall be by County warrant drawn on the SIED Fund and payable to the City within 30 days of the County’s receipt of a signed copy of the Project engineer’s certificate that 50 percent of the work on the Project has been completed and the City’s invoice for said grant.**

The Project must be at least 50 percent completed three years from the date this contract is approved by the County. If the project is not at least 50 percent complete by this date, the grant portion of this agreement will be terminated and the City will not receive the grant in the amount of Seven Hundred Sixty-six Thousand Two Hundred Eight Dollars and Zero Cents (\$766,208.00).

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

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

6. RECORDS, REPORTS AND AUDITS

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

7. RELATIONSHIP OF PARTIES AND AGENTS

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

8. SUSPENSION, TERMINATION, AND CLOSEOUT

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

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

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

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

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

9. COPYRIGHT RESTRICTION

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

10. COMPLIANCE WITH LAWS

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

11. TITLE VI OF THE CIVIL RIGHT ACT OF 1964

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

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

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

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

13. AGE DISCRIMINATION ACT OF 1975 (As Amended)

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

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

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

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

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

16. HOLD HARMLESS AND INDEMNITY

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

17. PUBLIC LIABILITY

The City or its contractor(s) shall maintain for the duration of work under this Contract, issued on an occurrence basis, comprehensive liability insurance with a combined single limit of not less than five million dollars (\$5,000,000.00) from a company authorized to provide insurance in the State of Washington. Said policies shall provide that the policy shall not be canceled or altered by any party without written notice to Yakima County, delivered not less than 30 days prior to such cancellation or alteration. Applicant certifies that comprehensive liability insurance with a combined single limit of not less than \$5,000,000.00 is in effect.

18. ASSIGNABILITY

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

19. NON-WAIVER

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

20. CONTRACT MODIFICATIONS

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

21. SEVERABILITY

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

22. NOTICES

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

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

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

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

23. INTEGRATION

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

24. GOVERNING LAW AND VENUE

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

25. FILING

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

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

CITY OF GRANDVIEW

BOARD OF COUNTY COMMISSIONERS

Gloria Mendoza, Mayor

LaDon Linde, Chair

Approved as to Form:

Amanda McKinney, Commissioner

Quinn Plant, City Attorney

Kyle Curtis, Commissioner

Approved as to Form:

Attest:

Dan Clark, Deputy Prosecuting Attorney

Anita Palacios, City Clerk

CONTRACT AUTHORIZATION

Date: July 11, 2023

Attest:

Julie Lawrence, Clerk of the Board

Date