

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

**PAGE**

- 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 July 11, 2023 Committee-of-the-Whole meeting 1-5
  - B. Minutes of the July 11, 2023 Council meeting 6-12
  - C. Payroll Check Nos. 13390-13416 in the amount of \$109,797.98
  - D. Payroll Electronic Fund Transfers (EFT) Nos. 61094-61098 in the amount of \$101,637.27
  - E. Payroll Direct Deposit 07/01/23-07/15/23 in the amount \$135,166.78
  - F. Claim Check Nos. 126912-126999 in the amount of \$570,360.84
- 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. Closed Record Public Hearing – Wilson Estates Residential Subdivision Preliminary Plat 145 Lots 13-16
    - Grandview Hearing Examiner Public Hearing Packet dated June 22, 2023 is included as part of the agenda packet per reference in the Hearing Examiner’s Recommendation and Decision (1-79)
  - B. Resolution No. 2023-45 approving the Wilson Estates Residential Subdivision Preliminary Plat 145 Lots 17-42

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C. Ordinance No. 2023-14 amending the 2023 Annual Budget	43-44
D. Resolution No. 2023-46 authorizing the Mayor to sign the Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement with HLA Engineering and Land Surveying, Inc., for the Stover Road Railroad Crossing Improvements	45-93
E. Resolution No. 2023-47 authorizing application to the Yakima County Supporting Investments in Economic Development (SIED) Board to fund the Old Inland Empire Highway Sewer Main Improvement Project	94-117
F. Resolution No. 2023-48 accepting the Municipal Pool Repainting as complete	118
G. Resolution No. 2023-49 approving the final plat of Grapevine Estates Phase 1 located on North Euclid Road	119-126
<b>8. UNFINISHED AND NEW BUSINESS</b>	
A. C.O.W. and Council Meeting Cancellations – August 8, 2023 – National Night Out “Together Grandview Can” Community Event @ Westside Park	
<b>9. CITY ADMINISTRATOR AND/OR STAFF REPORTS</b>	
<b>10. MAYOR &amp; COUNCILMEMBER REPORTS</b>	
<b>11. EXECUTIVE SESSION (45 minutes) – RCW. 42.30.110 (1)(g) to evaluate the qualifications of an applicant for public employment.</b>	
<b>12. ADJOURNMENT</b>	

The City of Grandview Committee-of-the-Whole and Regular Council Meetings scheduled for Tuesday, July 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/84479794273?pwd=WGVONUIzdmINZiU4YU4yKy9HOUp4UT09>

To join via phone: +1 253 215 8782

Meeting ID: 844 7979 4273

Passcode: 612701

**GRANDVIEW CITY COUNCIL  
COMMITTEE-OF-THE-WHOLE MEETING MINUTES  
JULY 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), Javier Rodriguez and Joan Souders

Present via teleconference: None

Absent: Councilmembers Steve Barrientes and Robert Ozuna

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

**3. PUBLIC COMMENT – None**

**4. NEW BUSINESS**

**A. ARPA New Business Grant Recipients**

Garza Accounting and Honey Dog Productions were introduced as new business ARPA grant recipients.

**B. Ordinance amending the 2023 Annual Budget**

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: Increased revenues for Contributions to Library – Legends grant. Increased appropriations for Legislative Travel and Library Operating & Office Supplies. Net effect was a decrease in estimated ending fund balance.
- American Rescue Plan Act (ARPA) Fund: Increased appropriations for Council Chambers Sound System and New Small Business Grants. Decreased appropriations for School Resource Officer. Net effect was an increase in estimated ending fund balance.
- TBD Fund: Increased appropriations for W 5<sup>th</sup> and Elm Street Overlay. Net effect was a decrease in estimated ending fund balance.

Discussion took place.

**On motion by Councilmember Moore, second by Councilmember Diaz, the C.O.W. moved an ordinance amending the 2023 Annual Budget to the July 25, 2023 regular meeting for consideration.**

Roll Call Vote:

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

**C. Resolution authorizing the Mayor to sign the Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement with HLA Engineering and Land Surveying, Inc., for the Stover Road Railroad Crossing Improvements**

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 is 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. On April 11, 2023, 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. On June 13, 2023, Council approved the Local Agency Federal Aid Project Prospectus and Local Agency Agreement with the Washington State Department of Transportation for the Stover Road Railroad Crossing Improvements. He presented the Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement with HLA Engineering and Land Surveying, Inc., in the amount of \$151,400.00. Approval of this document would allow the City to get the design started with construction in the fall of 2023.

Discussion took place.

**On motion by Councilmember Moore, second by Councilmember Souders, the C.O.W. moved a resolution authorizing the Mayor to sign the Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement with HLA Engineering and Land Surveying, Inc., for the Stover Road Railroad Crossing Improvements to the July 25, 2023 regular meeting for consideration.**

Roll Call Vote:

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

**D. Wine Country Road Sidewalk and Pathway Improvements – Request for Statement of Qualifications for Engineering Services**

City Administrator Arteaga explained that in 2023, the City was able to secure approximately \$182,990 for the Wine Country Road Sidewalk and Pathway Improvements from the Washington State Department of Transportation (WSDOT). One of the requirements of WSDOT was to advertise for Requests for Statement of Qualifications for Engineering Services. The City advertised for Requests for Statement of Qualifications for Engineering Services which closed on June 28, 2023. The City received one proposal from HLA Engineering and Land Surveying Inc. Staff recommended Council accept the engineering proposal from HLA for the Wine Country Road Sidewalk and Pathway Improvements.

Discussion took place.

**On motion by Councilmember Diaz, second by Councilmember Souders, the C.O.W. selected HLA Engineering and Land Surveying, Inc., as the most qualified municipal engineering firm for the Wine Country Road Sidewalk and Pathway Improvements, and directed staff to negotiate a professional service/consultant agreement with said engineering firm in accordance with the WSDOT requirements and present the agreement at a regular Council meeting for consideration.**

Roll Call Vote:

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

**E. Ordinance 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 340 – Wine Country Road and Higgins Way Improvements and authorizing the City Treasurer to make interfund loans to support cash flow to Fund 340**

City Administrator Arteaga explained that to improve the economic vitality of the County, the Yakima County Supporting Investments in Economic Development (SIED) Board was authorized to make grants and loans to political subdivisions to fund projects that support tangible or potential investments in public infrastructure. The City determined that there was significant potential for private development, growth, and job creation within Grandview City limits on Wine Country Road and Higgins Way. The City submitted an application to the Yakima County SIED Board for a grant/loan of up to \$2,000,000 to be used to fund public street and infrastructure improvements as mentioned above. The responsibility of repayment of funds would be the City and the private developer. The City was awarded a half grant and half loan in the amount of \$1,532,416.00; \$766,208.00 to be in the form of a loan and \$766,208.00 to be in the form of a grant from the Yakima County Supporting Investments in Economic Diversification (SIED) Fund for the Wine

Country Road and Higgins Way Improvements. It was noted that Exhibit A was not attached to the SIED Contract at this time. Exhibit A was the debt service schedule that was not completed until both parties sign. This was because interest would be calculated on the date the County Commissioners sign the agreement, as they sign last. It saves the City interest because if the County calculated the debt schedule now, the City would be paying interest from the date the County Treasurer calculates the schedule. Therefore, knowing the date the agreement becomes effective (date both parties sign), the interest rate (6.18%) and terms of payment (ten payments with the first payment June 1, 2025 and last payment June 1, 2034) provides everything necessary in the agreement to calculate Exhibit A. As all other requirements for Exhibit A were now in the agreement except the date signed, waiting to attach Exhibit A only benefits the City. Following the execution of the SIED Contract by the County and the City and the completion of the debt service schedule, a repayment agreement would be prepared for execution by the City and the private developer to repay the \$766,208.00 portion of the SIED loan.

Discussion took place.

**On motion by Councilmember Moore, second by Councilmember Rodriguez, the C.O.W. moved an Ordinance regarding a Supporting Investments in Economic Diversification (SIED) Contract with Yakima County and the City of Grandview for the Wine Country Road and 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 340 – Wine Country Road and Higgins Way Improvements and authorizing the City Treasurer to make interfund loans to support cash flow to Fund 340 to the July 11, 2023 regular meeting for consideration.**

Roll Call Vote:

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

**F. Resolution authorizing application to the Yakima County Supporting Investments in Economic Development (SIED) Board to fund the Old Inland Empire Highway Sewer Main Improvement Project**

City Administrator Arteaga explained that the City needs to replace the existing deteriorated and undersized sewer main in OIE, from Grandridge Road to approximately 950 feet east of Division Street. This work would be coordinated with the City's existing OIE Roadway Improvement project scheduled for construction in 2023. It was anticipated these improvements would be a portion of a larger sewer main replacement project in coordination with Welch's plant expansion. The City wishes to submit an application to the Yakima County SIED Board for a grant/loan of up to \$2,000,000 to be used to fund the sewer main improvements. The responsibility of repayment of funds would be the City and a private developer.

Discussion took place.

**On motion by Councilmember Rodriguez, second by Councilmember Moore, the C.O.W. moved a resolution authorizing application to the Yakima County Supporting Investments in Economic Development (SIED) Board to fund the Old Inland Empire Highway Sewer Main Improvement Project to the July 25, 2023 regular meeting for consideration.**

Roll Call Vote:

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

**6. OTHER BUSINESS**

Grandview Truck Plaza – City Administrator Arteaga reported that the developer of the Grandview Truck Plaza met with him last week and was looking for additional property to invest in the community.

Council Retreat – Mayor Mendoza suggested that a Council Retreat be held during the month of August and YVCOG be hired to facilitate the retreat. Council concurred.

**7. ADJOURNMENT**

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

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Mayor Gloria Mendoza

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Anita Palacios, City Clerk



**GRANDVIEW CITY COUNCIL  
REGULAR MEETING MINUTES  
JULY 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), Javier Rodriguez and Joan Souders

Present via teleconference: None

Absent: Councilmembers Steve Barrientes and Robert Ozuna

**On motion by Councilmember Souders, second by Councilmember Moore, Council excused Councilmembers Barrientes and Ozuna from the meeting.**

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Flores – Yes
- Councilmember Moore – 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, Fire Chief Pat Mason, 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 July 11, 2023 regular meeting agenda as presented.**

Roll Call Vote:

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

**4. PRESENTATIONS**

**A. Fourth of July Reports – Police Department & Fire Department**

Fire Chief Mason and Police Chief Fuller provided Fourth of July reports for 2023, copies of which are attached hereto and incorporated herein as part of these minutes.

**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 27, 2023 Committee-of-the-Whole meeting**
- B. Minutes of the June 27, 2023 Council meeting**
- 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**

Roll Call Vote:

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

**7. ACTIVE AGENDA**

**A. Ordinance No. 2023-12 amending Grandview Municipal Code Section 2.48.150(A) setting Cemetery rates**

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 Ordinance No. 2023-12 amending Grandview Municipal Code Section 2.48.150(A) setting Cemetery rates.

Roll Call Vote:

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

**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**

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

**On motion by Councilmember Rodriguez, second by Councilmember Diaz, Council approved Resolution No. 2023-44 approving Task Order No. 2023-07 with HLA Engineering and Land Surveying, Inc., for the Mike Bren Memorial Park Restroom.**

Roll Call Vote:

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

**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 340 – Wine Country Road and Higgins Way Improvements and authorizing the City Treasurer to make interfund loans to support cash flow to Fund 340**

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

**On motion by Councilmember Moore, second by Councilmember Souders, Council approved 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 340 – Wine Country Road and Higgins Way Improvements and authorizing the City Treasurer to make interfund loans to support cash flow to Fund 340.**

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Flores – Yes
- Councilmember Moore – 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**

Cemetery – Councilmember Souders complimented the Public Works Department on the beautiful appearance of the Cemetery.

Independence Day Celebration - Mayor Mendoza attended the Independence Day Celebration held on July 4<sup>th</sup> at the Mike Bren Memorial Park.

Chamber of Commerce ARPA Funding Report – Councilmember Moore reported that Cody Goepfner and Stefani Cooper resigned from the Chamber. The Chamber would be sponsoring the community parade on August 10<sup>th</sup>, a car show on August 12<sup>th</sup> and Grandtober Fest in October.

Mainstreet Grandview ARPA Funding Report – Councilmember Flores reported that Mainstreet Grandview was sponsoring the following events: Grandview Nights held on June 23<sup>rd</sup>, the Grandview Days and Car Show scheduled for July 15<sup>th</sup>, and the 3-on-3 basketball tournament scheduled for August 19<sup>th</sup> and 20<sup>th</sup>.

**11. ADJOURNMENT**

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

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Mayor Gloria Mendoza

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Anita Palacios, City Clerk

# GRANDVIEW FIRE DEPARTMENT

## MEMORANDUM

**TO:** Gloria Mendoza, Mayor  
**COPY:** City Council Members, Cus Arteaga, Anita Palacios  
**FROM:** Pat Mason, Fire Chief  
**DATE:** July 7, 2023  
**SUBJECT:** July 4<sup>th</sup> After Action Report

Madam Mayor,

On July 4<sup>th</sup> we had 2 fire calls.

- One was at 1081 E. Bonnieview Rd. It threatened the residence, outbuildings and misc. equipment on the property. It burned the grape field and some freeway frontage property. It also damaged some of the grape plants on the adjoining property. Bystanders advised that the fire had started out in the grape field. The actual cause of the fire was not determined.
- The second call was on Butternut Rd. A small cooking fire was mistaken for a possible hostile, fireworks caused fire.

In addition:

- We had 8 people that were at the fire station from 4:00 pm until midnight that were available to respond immediately if needed.
- I drove around Grandview and made contact with approximately 20 different residences that were lighting fireworks and informed them of the regulations.
- We assisted Yakima County Fire District #5 with 2 fires in the area caused by fireworks.

It did seem like the volume of fireworks being set off had increased from last year in some areas. It also appeared that the level of fireworks being used were more powerful than the safe and sane type fireworks that were allowed in the past.

Some possible considerations for next year:

- Work with Code Enforcement to ensure that as many of the drier lots covered with weeds are mowed before July 4<sup>th</sup>.
- Do a media/reader board/signage campaign to remind the public that fireworks are illegal in Grandview prior to July 4<sup>th</sup> to take away the excuse that they didn't know.
- If possible, explore different enforcement options. The public seems less interested in following the laws if they know they aren't going to be held accountable.

If you have any questions or need further information please let me know.

Thanks,  
Pat

# GRANDVIEW POLICE DEPARTMENT

207 W. 2ND STREET, GRANDVIEW, WA 98930 TELEPHONE (509) 882-2000  
FAX (509) 882-1232



KAL FULLER  
Chief of Police

**Date:** 07/06/2023  
**To:** Cus Arteaga, City Administrator  
**From:** Kal Fuller, Chief of Police  
**Re:** Fourth of July Report

Over the week of July 1-4, 2023 GPD logged:

- 7 fireworks incidents between July 1-3
- 24 fireworks incidents on July 4<sup>th</sup>

Between 9-11pm on the evening of the 4<sup>th</sup> GPD logged:

- 5 citizen complaints
- 15 officer generated calls

Total call numbers were average compared with the last 5 years.

GPD took no reports of injuries related to fireworks. All complaints that came in on the evening of the 4<sup>th</sup> were of a nuisance/loud noise complaint type, not life/safety related.

On the evening of the 4<sup>th</sup>, officers were very busy, running from call to call. With GPD's current three open officer positions, the road was staffed at our weekday evening level of three road officers. Not only fireworks calls were coming in but there were several high-risk Life/Safety calls that took priority.

During the evening of the 4<sup>th</sup> only five citizen complaints of fireworks were called in. Officers self-generated 15 calls/contacts for fireworks.

Officers took one complaint from a citizen upset that we were not enforcing the fireworks ban and one complaint from a citizen that said we were harassing him by enforcing the ban.

The holiday with the current ban was considerably safer and quieter than pre-ban years.

I would add that on the west side of town where I live, it was extremely quiet leading

up to Tuesday and late evening was also quieter than normal.

The main hinderance to enforcing the current ordinance was simply an overwhelming amount of activity during the peak time. The ordinance was enforced through education with individuals on first contacts. No multiple contacts happened due to time constraints. If an officer can gain compliance with a simple and quick request and education effort, he is then free to go on and contact other possible violators. Once an officer is tied up with issuing an infraction, he is not free to move on to contact anyone else until he is done with that one infraction.

Often overlooked or misunderstood in relation to time constraints on issuing an infraction are all the steps and time involved. It must be considered that it takes a certain amount of time to locate a violation, locate and interview a violator, gather all the necessary information on the violation that will be required for court, issue out a physical infraction, and serve and explain that infraction to a violator. Recent legislation also adds to the list of requirements which add time to the total process.

For ideas of what do to next year, I think giving out more public information would be good (especially considering the number of new homes and residents Grandview is getting each year). I also hope to be back up to minimum staffing levels next year and will be able to post overtime for the evening which will allow more bodies on shift to not just handle calls for service but to focus on self-initiated fireworks educational contacts.



**CITY OF GRANDVIEW  
NOTICE OF CLOSED RECORD PUBLIC HEARING  
WILSON ESTATES RESIDENTIAL SUBDIVISION – PRELIMINARY PLAT**

**NOTICE IS HEREBY GIVEN** that the City Council of the City of Grandview will hold a closed record public hearing on **Tuesday, July 25, 2023 at 7:00 p.m.**, to consider the Hearing Examiner's recommendation that the City Council approve the following:

**Applicant(s):** RP Development  
**Property Owner(s):** SG Land Management LLC  
**Proposed Project:** Wilson Estates Residential Subdivision – Preliminary Plat 145 Lots  
**Current Zoning:** R-1 Low Density Residential  
**Current Use:** Residential & Agriculture  
**Location of Project:** Wilson Hwy, Grandview, Washington  
**Parcel No(s):** 230914-31401

The closed record public hearing will be held in person in the Council Chambers at City Hall, 207 West Second Street, Grandview, Washington and will also be available via teleconference as follows:

Join Zoom Meeting

<https://us06web.zoom.us/j/84479794273?pwd=WGVONUlzdmlINZjU4YU4yKy9HOUp4UT09>

To join via phone: +1 253 215 8782

Meeting ID: 844 7979 4273

Passcode: 612701

A copy of the Hearing Examiner's recommendation is available at no charge from the City Clerk's Office, 207 West Second Street, Grandview, WA 98930, PH: (509) 882-9200 or [anitap@grandview.wa.us](mailto:anitap@grandview.wa.us).

**CITY OF GRANDVIEW**

Anita G. Palacios, MMC, City Clerk

Publish: Grandview Herald – July 12, 2023



**CITY OF GRANDVIEW  
CITY COUNCIL**

**CLOSED RECORD PUBLIC HEARING PROCEDURE**

**THE FOLLOWING PROCEDURE IS USED BY THE GRANDVIEW CITY COUNCIL TO MEET APPEARANCE OF FAIRNESS REQUIREMENTS AND TO CREATE OR SUPPLEMENT THE HEARING RECORD:**

**MAYOR**

Tonight's closed record public hearing will include the following land use proposal:

**Applicant(s):** RP Development LLC

**Property Owner(s):** SG Land Management LLC

**Proposed Project:** Wilson Estates Residential Subdivision – Preliminary Plat 145 Lots

**Current Zoning:** R-1 Low Density Residential

**Current Use:** Residential & Agriculture

**Location of Project:** Wilson Hwy, Grandview, Washington

**Parcel No(s):** 230914-31401

The closed record public hearing will now begin:

1. This hearing must be fair in form and substance as well as appearance, therefore:
  - a. Is there anyone in the audience who objects to my participation as Mayor or any Councilmember's participation in these proceedings? (If objections, the objector must state his/her name, address, and the reason for the objection.)
  - b. Do any of the Councilmembers have an interest in this property or issue? Do any of you stand to gain or lose any financial benefit as a result of the outcome of this hearing? Can you hear and consider this in a fair and objective manner?
  - c. Has any member of the Council engaged in communication outside this hearing with opponents or proponents on these issues to be heard? If so, that member must place on the record the substance of any such communication so that other interested parties may have the right at this hearing to rebut the substance of the communication.
  - d. Thank you, the hearing will continue.  
(or)  
At this point, Councilmember \*\*\*\*\* will be excusing him/herself from the meeting. [Ask Councilmember to state his/her reasons for being excused.]

2. The purpose of this hearing is for the Council to review the record and consider the pertinent facts relating to this issue.
3. No new testimony will be allowed. Any clarification of the record being requested by the Councilmembers will first be authorized by the Mayor after consulting with the City Attorney.
4. The record generated will be provided by staff. Staff will now provide a review of the record.
5. Councilmembers will now consider the record and discuss among themselves the facts and testimony from the open record hearing. (Discussion and any requests for clarification of the record are made).

(Requests for clarification are directed to the Mayor and must be specific to the record. The Mayor after consulting with the City Attorney will authorize the clarification or deny it based on the opinion of the City Attorney.

6. If clarification of the record is authorized:
  - a. When you address the Council, begin by stating your name and address for the record.
  - b. Speak slowly and clearly.
  - c. You will be allowed to only provide the clarification of the record as authorized. No new testimony will be allowed.
7. Now that we have reviewed the record concerning this issue, this subject is open for decision. Council may:
  - a. Approve as recommended.
  - b. Approve with conditions.
  - c. Modify, with or without the applicant's concurrence, provided that the modifications do not:
    - i. Enlarge the area or scope of the project.
    - ii. Increase the density or proposed building size.
    - iii. Significantly increase adverse environmental impacts as determined by the responsible official.
    - iv. Deny (re-application or re-submittal is permitted).
    - v. Deny with prejudice (re-application or re-submittal is not allowed for one year).
    - vi. Remand for further proceedings and/or evidentiary hearing in accordance with Section 14.09.070.

**CITY OF GRANDVIEW**  
**AGENDA ITEM HISTORY/COMMENTARY**  
**CITY COUNCIL MEETING**

**ITEM TITLE:**

Closed Record Public Hearing – Wilson Estates Residential Subdivision Preliminary Plat 145 Lots  
  
Resolution No. 2023-45 approving the Wilson Estate Residential Subdivision Preliminary Plat 145 Lots

**AGENDA NO.** Active 7 (A) & (B)

**AGENDA DATE:** July 25, 2023

**DEPARTMENT**

Planning/Hearing Examiner

**FUNDING CERTIFICATION** (City Treasurer)  
(If applicable)

**DEPARTMENT DIRECTOR REVIEW**

Anita Palacios, City Clerk (Planning)



**CITY ADMINISTRATOR**

**MAYOR**



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

The City received a subdivision application submitted by RP Development LLC for preliminary plat approval of a 145-lot residential subdivision to be known as Wilson Estates. The proposed preliminary plat is located on the west side of Wilson Highway between North Fifth Street and Interstate 82.

**ITEM COMMENTARY** (Background, discussion, key points, recommendations, etc.) Please identify any or all impacts this proposed action would have on the City budget, personnel resources, and/or residents.

On June 22, 2023, a public hearing was held before the Hearing Examiner to receive comments on the proposed preliminary plat. A copy of the Hearing Examiner's Recommendation SUB#2023-01 dated July 6, 2023 is attached.

**ACTION PROPOSED**

Recommend Council accept the Hearing Examiner's conclusions and recommendation that the 145-lot Preliminary Plat of Wilson Estates to be located on Assessor's Parcel Number 230914-31401 which would have accesses from Wilson Highway and from North Fifth Street and which is described in the application, the staff report, the Hearing Examiner's recommendation and the other documents in the records of this matter be approved, subject to compliance with the conditions outlined in the Hearing Examiner's Recommendation SUB#2023-01.

Further recommend that Council approve Resolution No. 2023-45 approving the Wilson Estates Residential Subdivision Preliminary Plat 145 Lots.

**RESOLUTION NO. 2023-45**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
APPROVING THE WILSON ESTATE RESIDENTIAL SUBDIVISION  
PRELIMINARY PLAT 145 LOTS**

**WHEREAS**, the applicant, RP Development LLC on behalf of property owners SG Land Management LLC, applied for preliminary plat approval for a 145-lot residential subdivision designated as Wilson Estates; and

**WHEREAS**, the Hearing Examiner held an open record public hearing on June 22, 2023 on the proposed preliminary plat and provided a recommendation for approval to the City Council subject to compliance with conditions; and

**WHEREAS**, the City Council held a closed record public hearing on July 25, 2023 on the proposed preliminary plat and approved the preliminary plat subject to the conditions outlined in the Hearing Examiner's Recommendation SUB#2023-01 dated July 6, 2023;

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

The City Council hereby adopts the Hearing Examiner's Recommendation in SUB#2023-01 and approves the 145-lot preliminary plat known as "Wilson Estates" subject to conditions as outlined in the Hearing Examiner's Recommendation, a copy of which is attached hereto and incorporated herein by reference.

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

**MAYOR**

\_\_\_\_\_  
**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**CITY ATTORNEY**

**CITY OF GRANDVIEW  
HEARING EXAMINER’S RECOMMENDATION**

**July 6, 2023**

**In the Matter of Application for )  
Preliminary Plat Approval )  
Submitted by: )  
)  
Applicant RP Development LLC )  
On Behalf of Property Owner )  
SG Land Management L.L.C. )  
)  
For the Approval of a 145-Lot )  
Preliminary Plat on the West )  
Side of Wilson Highway North )  
Of North 5<sup>th</sup> Street in the R-1 )  
Low Density Residential District )  
To be Named “Wilson Estates” )**

**SUB#2023-01**

**A. Introduction.** The findings relative to the hearing process conducted for this proposed preliminary plat are as follows:

(1) The open record public hearing for this proposed Preliminary Plat of Wilson Estates was held on June 22, 2023.

(2) Byron Gumz, YVCOG Regional Land Use Manager serving as Planner for the City of Grandview, presented his staff report which recommended approval of the proposed preliminary plat subject to conditions. City Administrator/Public Works Director Cus Arteaga and City Clerk Anita Palacios participated in the

Applicant RP Development LLC  
Owner SG Land Management L.L.C.  
Preliminary Plat of Wilson Estates  
Wilson Highway North of 5<sup>th</sup> Street  
145 Residential Lots; SUB#2023-01

hearing by answering questions regarding details of the proposed Preliminary Plat of Wilson Estates, including details relative to the open space area to be dedicated to the City.

(3) The property owner's civil engineer Jason Mattox and authorized agent Paul Lavrentier expressed agreement with the recommended conditions and provided additional details relative to the proposed preliminary plat application. No members of the public or other individuals testified at the hearing. Following receipt of the testimony, the public hearing was closed.

(4) This recommendation regarding the proposed Preliminary Plat of Wilson Estates has been issued within 14 days of the open record public hearing held on June 22, 2023, as is required by Subsection 14.09.030(A)(4) of the Grandview Municipal Code.

**B. Summary of Recommendation.** The Hearing Examiner recommends that the Grandview City Council approve this proposed Preliminary Plat of Wilson Estates subject to conditions.

**C. Basis for Recommendation.** Based upon a view of the site with no one else present on June 22, 2023; consideration of the staff report, exhibits, written comments, testimony and other evidence presented at the open record public hearing on June 22, 2023, relative to the proposed preliminary plat shown on pages 7-8 of the record; and based upon a consideration of the Grandview Subdivision Ordinance and the Grandview Zoning Ordinance which are set forth in the Grandview Municipal Code (GMC); the Hearing Examiner makes and issues the following:

Applicant RP Development LLC  
Owner SG Land Management L.L.C.  
Preliminary Plat of Wilson Estates  
Wilson Highway North of 5<sup>th</sup> Street  
145 Residential Lots; SUB#2023-01

## **FINDINGS**

**I. Applicant, Property Owner and Representatives.** The applicant is RP Development LLC and the property owner is SG Land Management L.L.C. which both have as their governors Peter Strizhak and Rusland Gorbatyuk, 105609 East Wisner Parkway, Kennewick, WA 99338. The representatives and agents of the applicant and the property owner for this application who testified at the hearing are Jason Mattox and Paul Lavrentiev.

**II. Location.** The proposed preliminary plat is located on the west side of Wilson Highway between North 5<sup>th</sup> Street and Interstate 82. It is located on Assessor's Parcel No. 230914-31401.

**III. Application.** The main aspects of this application for preliminary plat approval may be described as follows:

(1) The proposed Preliminary Plat of Wilson Estates would subdivide slightly more than 36 acres into 145 single-family lots in an R-1 Low Density Residential zone. The Comprehensive Plan future land use designation of the property within the proposed preliminary plat is Residential. The average size of the proposed lots would be approximately 8,109 square feet and all of the lots would comply with the 7,500-square-foot minimum lot size for single-family residences in the R-1 zoning district.

(2) Lot 28 would be about 0.6 of an acre of grassy irrigated area that would be dedicated to the City of Grandview as open space for public use with at least five parallel parking spaces to be provided along the north side of North 5<sup>th</sup> Street.

(3) The internal streets with sidewalks on both sides would be built to City standards, as would the adjacent west half of Wilson Highway and the adjacent north half of North 5<sup>th</sup> Street.

**IV. Environmental Review.** The City issued a preliminary Determination of Non-Significance on May 19, 2023, and distributed a Notice of Development Application, Environmental Determination and Public Hearing on May 22, 2023, using the optional DNS process authorized by WAC 197-11-355 with a comment period ending on June 1, 2023. The following written comments were submitted by three public agencies and one adjacent property owner with the Planning Staff and Hearing Examiner findings set forth in italics following the summary of the comments:

(1) Washington State Department of Transportation (WSDOT) comments expressed concern that the traffic generated from this subdivision will adversely impact traffic at the westbound left-turn queue along the eastbound I-82 Wine Country Road interchange off-ramp (Exit 73). The comments indicated that a Traffic Impact Analysis (TIA) is required to be completed by a licensed engineer and submitted to WSDOT and the City for review, and that the study is required to identify mitigation and implementation strategies to offset any significant adverse impacts. WSDOT also indicated that I-82 is an existing facility with traffic noise that is predicted to increase with increased traffic over time and that it is the developer's responsibility to dampen or deflect any traffic noise affecting the property. WSDOT also requires that any proposed lighting be directed down towards the site and away from I-82.

*Recommended conditions of approval are that a Traffic Impact Analysis be completed with all mitigation and implementation strategies being completed prior to finalization of the plat; that a plat note advise that since this subdivision is in an area with existing traffic noise that must be expected to continue and increase, it is the developer's or the homeowner's responsibility to dampen or*



*deflect any traffic noise from Interstate 82; and that all exterior lighting shall be designed and installed to prevent glare onto I-82 and adjoining properties.*

(2) The Sunnyside Valley Irrigation District (SVID) provided comments relating to two drain lines located within the proposed subdivision. One of the lines is concrete and does not need any improvements. The other line is a clay tile pipe that will need replacement where it crosses North 5<sup>th</sup> Street. Replacement of the clay tile pipe is done by SVID at the expense of the applicant. The SVID Engineering Office will provide construction cost estimates upon request. The estimated cost of the replacement is required to be paid before the project is added to the SVID construction schedule.

*A recommended condition of approval is that the applicant coordinate with SVID regarding the required irrigation infrastructure improvements.*

(3) The City of Grandview's Fire Chief provided comments regarding the placement of fire hydrants within the development and the improvement of North 5<sup>th</sup> Street. Since the preliminary plat does not show the location of the hydrants, they should be shown on future construction drawings. The comment regarding North 5<sup>th</sup> Street relates to some of the drawings that do not show that street connecting to Wilson Highway. That would result in a dead-end street which would exceed the standard for a maximum length of 150 feet.

*A recommended condition is that fire hydrants are to be installed in compliance with the City of Grandview standards. North 5<sup>th</sup> Street will be extended to connect to Wilson Highway as is shown on the proposed preliminary plat.*

(4) Frank Coleman, 450 Wilson Highway, asked about the plans to improve North 5<sup>th</sup> Street and install a sidewalk on the east side of Wilson Highway near property owned by the school district.

*The developer proposes to develop the north half of North 5<sup>th</sup> Street as a half-street that would exceed the City standards for a half-street. If property owners on the south side of North 5<sup>th</sup> Street are interested in subdividing their properties, street improvements to the south half of the street would be required. Those property owners should contact the developer of this subdivision to explore opportunities for collaboration on required road and infrastructure improvements. Half-street improvements including a sidewalk are required along the western side*

*of the Wilson Highway frontage of the parent parcel for this development. Half-street improvements along the eastern half of Wilson Highway may be required of future development such as, for example, Wilson Highway frontage improvements that have been required of the Eldorado Estates Preliminary Plat.*

The City's SEPA Responsible Official Cus Arteaga issued a final Determination of Non-Significance on June 9, 2023.

**V. Critical Areas/Floodways/Floodplains/Wetlands/Shorelines.** There is no floodway, floodplain, wetland, shoreline or other critical area identified per GMC Chapter 18.06 within or near the proposed Preliminary Plat of Wilson Estates.

**VI. Comprehensive Plan, Zoning and Land Uses.** The Wilson Estates parcel is within the Comprehensive Plan Future Land Use Map designation of Residential and is within the R-1 Low Density Residential District zoning classification. The property is currently being used for a grape vineyard except for a home that would remain on Lots 18 and 19 of the plat. Parcels surrounding the proposed preliminary plat have residential and agricultural uses in all directions.

**VII. Concurrency.** The preliminary plat shows Wilson Highway and North 5<sup>th</sup> Street to provide accesses to the Wilson Estates development and also shows a street connection to the planned development west of the site. A Transportation Checklist for concurrency review was completed as part of the application. A recommended condition of approval is that a Traffic Impact Analysis be

completed and that identified mitigation and implementation strategies also be completed prior to final plat approval.

**VIII. Development Standards.** The proposed preliminary plat is required to conform to all of the City development standards including, but not limited to, the development standards which are prescribed by GMC Title 12 (Streets, Sidewalks and Public Places), GMC Title 15 (Buildings and Construction), GMC Title 16 (Subdivisions) and GMC Title 17 (Zoning).

**IX. Notice of the Public Hearing.** Notice of the June 22, 2023, open record public hearing was provided by posting the notice at the City Hall, Library, Police Department and on the City's website at [www.grandview.wa.us](http://www.grandview.wa.us) and by mailing the notice to property owners within 300 feet of the subject parcels on May 22, 2023; by posting the notice at three places on the property on May 24, 2023; and by publishing the notice in the City's official newspaper, the Grandview Herald, on May 24, 2023.

**X. Jurisdiction.** GMC §2.50.080(C)(3) provides that the Grandview Hearing Examiner shall receive and examine available information, conduct public hearings, prepare a record thereof and enter findings of fact and conclusions based upon those facts, together with a recommendation to the Grandview City Council, for enumerated types of land use applications which specifically include preliminary plats.

**XI. General Review Criteria of GMC Chapter 14.09 for Enumerated Development Applications that Include Subdivisions.** GMC §14.03.035

provides that a Hearing Examiner may make land use decisions as determined by the City Council at the request of the Planning Commission or City Administrator. GMC §14.07.030(B) requires at least 10 days prior notice of public hearings by specific methods of mailing, posting and publication. GMC §14.03.040(A)(6) and GMC §14.09.030(A)(4) provide that a recommendation is to be made to the Grandview City Council regarding applications for preliminary plats that must comply with all of the provisions set forth in GMC §14.09.030(A)(3) and GMC §14.09.030(A)(4). GMC §14.01.040(H) defines a development as any land use permit or action regulated by GMC Titles 14 through 18 including but not limited to subdivisions and other types of land use permits. GMC §14.09.030(A)(3)(c) provides that the Hearing Examiner is not to recommend approval of a proposed development without first making the following findings and conclusions:

**(1) The development is consistent with the Comprehensive Plan and meets the requirements and intent of the Grandview Municipal Code.** The proposed preliminary plat will satisfy this requirement because the City's Comprehensive Plan Future Land Use Map designates the property under consideration as Residential, and the preliminary plat is intended to create lots for new middle income single-family residences and for one existing home that will remain on Lots 18 and 19. In addition, the proposed preliminary plat would be consistent with Housing Element Goal 1, Policy 1.1, Objective 1 which is to encourage the construction of new units to increase the local housing supply; Housing Element Goal 1, Policy 1.1 which is to support the development of a housing stock that meets the varied needs of the present community while attracting higher income residents; Objective 6 which is to encourage more medium and high-value residential construction; Policy 1.3 which is to support housing availability to meet the needs of all income groups; and Housing Element

Goal 2 to the effect that residential areas that are safe, sanitary and attractive places to live will be established and maintained in Grandview. The proposed preliminary plat will also meet the intent of the Grandview Municipal Code by providing lots for single-family residences which will be developed in compliance with Grandview Municipal Code requirements within the R-1 Low Density Residential District where single-family residences are a permitted use per GMC §17.30.020.

**(2) The development makes adequate provisions for drainage, streets and other public ways, irrigation water, domestic water supply and sanitary wastes.** Since the proposed uses on the property will comply with all applicable City development standards and regulations, they will make adequate provisions for these features. The Environmental Checklist states relative to drainage that stormwater will be captured, retained and infiltrated on-site via surface and/or subsurface infiltration methods in accordance with City of Grandview standards and the Department of Ecology's Stormwater Management Manual for Eastern Washington, and that a fully engineered stormwater plan will be prepared by the applicant's design team and approved by the City prior to the issuance of construction permits for the project site. The Environmental Checklist further states, and the preliminary plat shows, that relative to streets and other public ways the accesses to the plat will be off of Wilson Highway on the east and North 5<sup>th</sup> Street on the south which will be improved to meet or exceed the City's half-street standards and a street connection will be provided to the planned development west of the site. As to irrigation water, the plat will comply with the irrigation water requirements of the City and of the Sunnyside Valley Irrigation District. The domestic water and sanitary waste services will be provided by the City of Grandview by means of water and sewer infrastructure that is required to be constructed to City standards. Therefore, the proposed development will in fact make adequate provisions for drainage, streets and other public ways, irrigation water, domestic water supply and sanitary wastes and will do so in a manner that will comply with the City of Grandview development standards and requirements.

**(3) The development adequately mitigates impacts identified under other GMC chapters and in particular GMC Title 18.** This criterion is satisfied because the City's SEPA Responsible Official determined that the proposed

preliminary plat would not result in any probable significant adverse environmental impacts under GMC Title 18. After comments were received following the issuance of a preliminary SEPA Determination of Non-Significance on May 19, 2023, a final SEPA Determination of Non-Significance was subsequently issued on June 9, 2023.

**(4) The development is beneficial to the public health, safety and welfare and is in the public interest.** A residential development on this property in accordance with the Comprehensive Plan Residential designation and the R-1 Low Density Residential District zoning classification would be beneficial to the public health, safety and welfare and would be in the public interest because it would provide needed additional single-family residential housing within the City of Grandview that would comply with all of the City's development standards.

**(5) The development does not lower the level of service of transportation below the minimum standards as shown within the Comprehensive Plan. If the development results in a level of service lower than those shown in the Comprehensive Plan, the development may be approved if improvements or strategies to raise the level of service are made concurrent with the development. For the purpose of this section, "concurrent with the development" is defined as the required improvements or strategies in place at the time of occupancy, or a financial commitment is in place to complete the improvements or strategies within six years of approval of the development.** Here recommended conditions will include the completion of a Traffic Impact Analysis (TIA) followed by the completion of identified mitigation and implementation strategies prior to final plat approval, as well as the construction of half-street improvements to the portions of Wilson Highway and North 5<sup>th</sup> Street that are adjacent to the parent parcel of the plat in compliance with City standards. The concurrency test and requirements of Chapter 14.10 of the Grandview Municipal Code entitled Transportation Concurrency Management will ensure compliance with Comprehensive Plan level of service standards.

**(6) The area, location and features of any land proposed for dedication are a direct result of the development proposal, are reasonably needed to mitigate the effects of the development, and are proportional to the impacts created by the development.** The relatively small amount of property that will

need to be dedicated along the Wilson Highway frontage southerly from the middle of proposed Lot 24 and along the North 5<sup>th</sup> Street frontage in order to accommodate construction of half-street improvements on those streets is a direct result of the development proposal, is reasonably needed to mitigate the effects of the development, and is proportional to the impacts created by the development due to the fact that those half-street improvements are necessary to accommodate the additional traffic impacts of 145 residences using those streets for access.

## **XII. Specific Review Criteria of GMC Chapter 16.12 for Subdivisions.**

GMC §16.12.090 requires the Hearing Examiner to review a proposed subdivision during a public hearing to determine conformance with six enumerated standards applicable specifically to preliminary plats. The requisite determinations relative to conformance with those standards are as follows:

**(1) Conformance with the provisions of the zoning ordinance for the City.** All of the lots in the plat will be developed with permitted single-family residences in conformance with the provisions of the City's zoning ordinance, including the existing home on Lots 18 and 19 which is required by the provisions of the applicant's sale agreement relative that home to connect to the City's water and sewer systems when the plat infrastructure is constructed so as to allow connection to those services.

**(2) Conformance with the general purposes of the Comprehensive Plan.** As previously noted, the proposed preliminary plat for residential development would result in the construction of new residences that would increase the local single-family housing supply in conformance with the Comprehensive Plan Future Land Use Map designation of Residential for the property. As is noted above in Subsection XI(1) of this recommendation which pertains to a similar GMC §14.09.030(A)(3)(c)(i) general preliminary plat criterion, this preliminary plat is in conformance with the Comprehensive Plan Housing Element Goal 1, Policy 1.1, Objective 1 which is to encourage the construction of new units to increase the local housing supply; Housing Element Goal 1, Policy 1.1 which is to

support the development of a housing stock that meets the varied needs of the present community while attracting higher income residents; Objective 6 which is to encourage more medium and high-value residential construction; Policy 1.3 which is to support housing availability to meet the needs of all income groups; and Housing Element Goal 2 to the effect that residential areas that are safe, sanitary and attractive places to live will be established and maintained in Grandview.

**(3) Conformance with the provisions of this title.** The preliminary plat and development of the lots in the proposed preliminary plat will be required to be in conformance with all applicable provisions of Title 16 (Subdivisions), as well as all applicable provisions of the Grandview Municipal Code, including without limitation Title 12 (Streets, Sidewalks and Public Places), Title 15 (Buildings and Construction) and Title 17 (Zoning).

**(4) Conformance with the comprehensive water and sewer plans.** Evidence presented at the hearing confirmed that the proposed preliminary plat would utilize City water and sewer services and would otherwise be in conformance with the comprehensive water and sewer plans.

**(5) Conformance with the ordinances governing streets, rights-of-way, and curbs and gutters.** The streets, rights-of-way, and curbs and gutters within and adjacent to the proposed preliminary plat will be in conformance with all of the City ordinance provisions governing streets, rights-of-way, and curbs and gutters.

**(6) Conformance with other standards necessary to serve the public good.** GMC §16.12.110 states that the City Council shall approve a proposed preliminary plat if it makes appropriate provisions for the public health, safety and general welfare and for such open spaces, drainageways, streets, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and schoolgrounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school; and if the public use and interest will be served by the platting of such subdivision and dedication.



Each of these requirements for the City Council's approval will be addressed separately in the following section.

**XIII. Criteria Required for City Council Approval of Preliminary Plats.**

GMC §16.12.110 requires that the City Council must find that the proposed preliminary plat makes appropriate provisions for the public health, safety and general welfare and for such open spaces, drainageways, streets, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and schoolgrounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school, and if the public use and interest will be served by the platting of such subdivision and dedication in accordance with the requirements of RCW 58.17.110 before it may approve a preliminary plat. The findings relative to those criteria as they are applied to the proposed Preliminary Plat of Wilson Estates are as follows:

**(1) The Subdivision Will Make Appropriate Provisions for the Public Health, Safety and General Welfare and Will Serve the Public Interest (RCW 58.17.110(2)(a) and (2)(b)).** The proposed preliminary plat will make appropriate provisions for the public health, safety and general welfare by the very fact that it will comply with the subdivision and zoning development standards and land use requirements which have been adopted by the Grandview City Council specifically for the purpose of promoting the public health, safety and general welfare. The proposed preliminary plat will serve the public interest because it will create 145 new residential lots in a good location for middle income single-family residences that will help satisfy the City's need for additional housing.

**(2) Appropriate Provisions for Streets or Roads or Other Public Ways (RCW 58.17.110(2)(a)).** The proposed preliminary plat will make appropriate provisions for streets and roads in the following ways:

(a) In accordance with GMC §16.24.020, all of the lots will have at least 50 feet of frontage upon dedicated public streets; side lot lines will insofar as practical be at right angles to street lines because even the lots along the curve between B Street and C Street have side lot lines as perpendicular as possible to those streets in order for driveways to have adequate site distance; and a recommended condition is that a plat note state that Lots 17 to 26 will have direct access by way of G Street only, Lot 16 will have direct access by way of A Street only, and Lot 27 will have direct access by way of B Street only with none of said lots to have direct access by way of Wilson Highway.

(b) In accordance with GMC §16.24.030, the approximate 750-foot length of the blocks between the streets in the preliminary plat are less than the 1,000-foot maximum permissible length of blocks.

(c) In accordance with GMC §16.24.040, the interior streets will have dedicated right-of-way of 52 feet and the extension of North 5<sup>th</sup> Street will have dedicated right-of-way width ranging from 30 feet to 40.2 feet for half-street width right-of-way which both exceed the Local Access street right-of-way standard. Wilson Highway frontage will have dedicated right-of-way for half-street improvements to that Collector street which will require dedication of a small amount of additional right-of-way. The preliminary plat will also comply with GMC §16.24.040 street requirements by having hot mix asphalt (HMA) surfacing, curb and gutter, illumination and storm drainage. Even though sidewalks are only required on one side of interior streets, here sidewalks are proposed for both sides of the interior streets in accordance with the City's encouragement to provide sidewalks on both sides of streets. The design of the new streets will be in accordance with all of the other requirements of GMC §16.24.040.

(d) In accordance with GMC §16.24.050, a 10-foot-wide utility easement is provided along the front of each lot.

(e) In accordance with GMC §16.24.060, the applicant will submit to the Public Works Director requisite plan and profile drawings of the proposed street, grading, water, sewer, storm drainage, planting (in the public rights-of-way), and irrigation water improvements for construction purposes prepared in compliance with City standards and requirements.

(f) In accordance with GMC §16.24.070, the developer's consulting engineer will submit to the City's Public Works Director for review and acceptance as-built drawings of the final location and layout of all newly constructed street improvements and other public facilities.

(g) In summary, in accordance with the subdivision design standards of GMC Chapter 16.24 and the subdivision improvement requirements of GMC §16.28.010, the proposed preliminary plat will make appropriate provisions for streets and other public ways by means of the construction of half-street improvements along Wilson Highway and North 5<sup>th</sup> Street in the manner shown on the proposed preliminary plat, as well as by means of the proposed construction and installation of interior streets, sidewalks, streetlights, stormwater improvements and other infrastructure in a manner that meets or exceeds City standards.

**(3) Appropriate Provisions for Open Spaces, Parks, Playgrounds and Recreation Areas (RCW 58.17.110(2)(a)).** A grassy irrigated open space area approximately 0.6 acres in size which is designated as Lot 28 on the preliminary plat and which will have at least five parallel parking spaces along the north side of North 5<sup>th</sup> Street will be dedicated to the City for public use. The north side of the SVID easement which contains two drainage lines constitutes the lot line between Lot 27 and Lot 28. Besides that aspect of the preliminary plat, the single-family residential lots within the proposed preliminary plat will comply with the R-1 minimum lot size requirement of 7,500 square feet and the maximum lot coverage limitation of 40% which will allow for open space on each lot for playground and recreational purposes. In addition, the SEPA Checklist indicates that other open spaces, parks, playgrounds and recreation areas currently exist within approximately one mile of the proposal such as Vista Grande Park, Ralph Scott Memorial Ballfields, Westside Park, Dykstra Park and Euclid Park.

**(4) Appropriate Provisions for Drainageways (RCW 58.17.110(2)(a)).**

In accordance with the stormwater drainage requirements of GMC §16.28.050, drainage improvements are required to be planned, designed, permitted, constructed and maintained in accordance with the City standards and the latest edition of the Washington State Department of Ecology Stormwater Manual for Eastern Washington. A drainage plan meeting the detailed design and construction requirements of GMC §16.28.050 must be submitted to and approved by the City's Engineer prior to finalization of the plat.

**(5) Appropriate Provisions for Transit Stops (RCW 58.17.110(2)(a)).**

Since the City of Grandview does not currently have a public transportation system, the preliminary plat is not required to make provisions for transit stops.

**(6) Appropriate Provisions for Potable Water Supplies (RCW 58.17.110 (2)(a)).**

Appropriate provisions will be made for potable water because it will be supplied by the City of Grandview public water system and extended by the developer to serve the new homes and to provide fire flow in accordance with the requirements of GMC §16.28.030 and other applicable City standards. Recommended conditions include the installation of a 12-inch water main within Wilson Highway to the northern terminus of the parent parcel in order to provide adequate fire flow, as well as the installation of 8-inch water lines within the development. There is already a 12-inch water line in North 5<sup>th</sup> Street. Fire hydrants will have to be installed in accordance with the City standards. Comments provided at the City's request by Terry Alapeteri, P.E. of HLA Engineering and Surveying, Inc. were to the effect that the proposed development will increase the average daily water demand by about 32,500 gallons per day; that the City will have the water system capacity to serve the development so long as storage and source improvements are made as recommended in the 2022 Water System Plan; and that adequate fire flow (in excess of 3,000 gpm) is available due to the expectation that a water system connection will be made at both Wilson Highway to the east and North 5<sup>th</sup> Street to the south. Therefore, appropriate provisions will be made for potable water supplies.

**(7) Appropriate Provisions for Sanitary Wastes (RCW 58.17.110(2)(a)).**

Appropriate provisions will be made for sanitary wastes because sewer services

will be provided by the City of Grandview public sewer system which will be extended by the developer to serve the new homes in accordance with GMC §16.28.040. The written comments from HLA Engineering and Surveying, Inc. confirmed that pipeline, lift station and wastewater treatment capacity are available to serve the proposed Preliminary Plat of Wilson Estates. Each lot is required to have a separate connection with a City-approved backflow prevention device installed at the developer's expense on side sewer extensions for the lots.

**(8) Appropriate Provisions for Schools and Schoolgrounds (RCW 58.17.110(2)(a)).** The residents of the proposed subdivision will have access to public schools and schoolgrounds within the City. No comments were submitted suggesting that any provision should be made to provide additional schools or schoolgrounds within the preliminary plat.

**(9) Appropriate Provisions for Sidewalks and other Planning Features that Assure Safe Walking Conditions for Students Who Only Walk to and from School (RCW 58.17.110(2)(a)).** The proposed preliminary plat will make appropriate provisions for sidewalks for students and others by including sidewalks constructed in accordance with the GMC §16.28.060 and City of Grandview standards along the west side of Wilson Highway, along the north side of North 5<sup>th</sup> Street, and along both sides of the interior streets even though they are required only on one side of the interior streets.

**(10) Adequate Facilities for Irrigation Water (RCW 58.17.310).** Irrigation water is obtained from the City of Grandview which acquires the irrigation water from the Sunnyside Valley Irrigation District (SVID). There will be adequate facilities for irrigation water as set forth in GMC §16.28.090 which requires the installation of a pressurized system. Since the system will not be charged until the SVID infrastructure improvements are completed, domestic water will initially be used for irrigation purposes.

**(11) Requirement of a Development Contract (GMC §16.12.030).** GMC §16.12.030 requires that an applicant shall enter into a development contract with the City prior to the approval of any preliminary plat by the City Council. A recommended condition is therefore that a development contract shall be signed and recorded prior to approval of this preliminary plat, and further that the

development contract require the applicant to complete all required improvements prior to final approval of the project. The contract may allow for phasing of the subdivision so long as each of the phases is self-sufficient without needing any improvements that are to be constructed in a future phase. The contract may also provide for the bonding of improvements for short periods of time not to exceed three months with the labor costs to be calculated at prevailing wage rates.

## CONCLUSIONS

Based upon the foregoing Findings, the Hearing Examiner reaches the following Conclusions which are consistent with the City's Planning Staff Findings and Analysis:

(1) The Hearing Examiner has authority to recommend that the Grandview City Council approve the 145-lot Preliminary Plat of Wilson Estates for the development of single-family residences in the Residential Comprehensive Plan designation and the R-1 Low Density Residential District zoning classification because it satisfies all of the subdivision ordinance, zoning ordinance and other applicable requirements and criteria for approval so long as the recommended conditions are satisfied.

(2) The Grandview Municipal Code public notice requirements for the June 22, 2023, open record public hearing relative to this proposed preliminary plat have been satisfied.

(3) SEPA environmental review for the proposed preliminary plat was conducted pursuant to RCW 43.21C and GMC Title 18 and resulted in the issuance of a final Determination of Non-Significance on June 9, 2023.

(4) The proposed preliminary plat, with the addition of improvements required to be constructed to City of Grandview standards and the other conditions to be imposed, would be consistent and compliant with the Comprehensive Plan,

the subdivision ordinance, the zoning ordinance, the applicable development standards and the requisite criteria for approval.

(5) No testimony was submitted in opposition to the proposed preliminary plat at the open record public hearing.

(6) The public use and interest will be served by the proposed preliminary plat because it will provide additional single-family residential housing within the City of Grandview.

(7) The Hearing Examiner's recommendation regarding this proposed Preliminary Plat of Wilson Estates will be considered and decided by the Grandview City Council at a closed record public hearing with the result that it can either be approved, denied or conditioned by the City Council.

(8) In accordance with GMC §14.11.030, any person who satisfies the applicable criteria may appeal the final Decision that will be made by the Grandview City Council to Yakima County Superior Court in accordance with provisions of the Land Use Petition Act (LUPA), Chapter 36.70C of the Revised Code of Washington. A notice of such judicial appeal shall be filed in writing and delivered to the City Clerk or Mayor within 21 days of the City Council's Decision.

## RECOMMENDATION

The Hearing Examiner recommends to the Grandview City Council that the 145-lot Preliminary Plat of Wilson Estates to be located on Assessor's Parcel Number 230914-31401 which would have accesses from Wilson Highway and from North 5<sup>th</sup> Street and which is described in the application, the staff report, this recommendation and the other documents in the record of this matter be **APPROVED**, subject to compliance with the following conditions which are similar to the conditions recommended by the City's Planning Staff:

Applicant RP Development LLC  
Owner SG Land Management L.L.C.  
Preliminary Plat of Wilson Estates  
Wilson Highway North of 5<sup>th</sup> Street  
145 Residential Lots; SUB#2023-01

***Prior to the finalization of the subject subdivision, the conditions imposed by the City Council must be completed within five (5) years of the City Council's Decision. The City Council's Decision authorizing the subdivision, including its findings, conditions and time limit, pertains to the conditional land use action only, and does not pertain to timelines associated with other permits (for example, building permits). Failure to timely comply with all conditions of the City Council's Decision will result in the expiration of the Decision.***

(1) A development contract shall be signed and recorded prior to approval of the preliminary plat.

(2) Open space consisting of Lot 28 of the plat that is to be dedicated to the City of Grandview for public use shall be improved by the developer to be an irrigated grassy area with at least five parallel parking spaces along the north side of North 5<sup>th</sup> Street in compliance with applicable City standards.

(3) Construction within the proposed subdivision shall conform to all of the requirements of the Grandview Municipal Code, including, but not limited to, Title 12 (Streets, Sidewalks, and Public Places), Title 15 (Buildings and Construction), Title 16 (Subdivisions), and Title 17 (Zoning).

(4) A Traffic Impact Analysis (TIA) is required to be completed, and all identified mitigation and implementation strategies are required to be completed prior to final plat approval.

(5) The western half of Wilson Highway shall be built to meet city standards along the length of the parent parcel.

(6) The northern half of North 5<sup>th</sup> Street shall be built to meet city standards along the length of the parent parcel.

(7) All internal roadways shall be built to meet city standards.

(8) A plat note shall be placed on the face of the plat stating that "Lots 17 through 26 shall have access by way of G Street only, Lot 16 shall have access by way of A Street only and Lot 27 shall have access by way of B Street only with none of said lots to have direct access by way of Wilson Highway."



(9) Signage indicating a dead-end street which meets the standards of the Public Works Director shall be installed at the northeast corner of the intersection of A Street and E Street.

(10) The Sunnyside Valley Irrigation District (SVID) clay tile drainage pipe shall be replaced where it crosses North 5<sup>th</sup> Street in accordance with SVID standards and requirements.

(11) All utilities serving the subdivision shall be installed underground with the exception of items listed in GMC §16.28.020(B).

(12) A 12-inch water line shall be installed in Wilson Highway to the northern terminus of the parent parcel.

(13) Water lines within the development shall be 8 inches in size.

(14) All lots must be served with public water. All applicable fees must be paid, easements provided, and lines installed to each of the lots prior to final plat approval.

(15) All lots must be served with public sewer. All applicable fees must be paid, easements provided, and lines installed to each of the lots prior to final plat approval in accordance with the requirements of the type of sewer service provided.

(16) Fire hydrants shall be installed in accordance with City of Grandview standards.

(17) Irrigation easements and distribution facilities must be provided as specified by the Sunnyside Valley Irrigation District. Confirmation of the irrigation district's approval shall be in the form of a signature on the face of the final plat with the required irrigation district statement.

(18) Irrigation facilities shall also be installed as are required by GMC §16.28.090.

(19) Utility easements having a width of 10 feet must be provided along front of each lot.

(20) All easements for sewer, water, electric, gas, telecommunications, irrigation and similar utilities shall be shown on the final plat. The easements shall

be reserved for and granted to all utilities and to their respective successors and assigns for the purpose of serving all lots within the subdivision and other property with utility services and shall grant the right to enter upon the lots at all times to install, lay, construct, renew, operate, and maintain underground conduit, cables, pipe, and wires with necessary facilities and other equipment.

(21) A drainage plan meeting the design and construction requirements of GMC §16.28.050 is required to be submitted and approved by the City Engineer prior to finalization of the plat.

(22) Plan and profile drawings of the proposed street, grading, water, sewer, storm drainage, planting (in the public rights-of-way), and irrigation water improvements for construction purposes prepared in compliance with City standards and requirements shall be submitted to the City's Public Works Director.

(23) As-built drawings prepared by the developer's consulting engineer showing the final location and layout of all newly constructed street improvements and other public facilities shall be provided to the Public Works Director for review and acceptance upon completion of required improvements.

(24) All street signs and traffic control devices shall be installed as required by the Public Works Director.

(25) All street lighting shall be installed to meet the standards set forth in GMC §16.28.080.

(26) All exterior lighting shall be designed and installed to prevent glare onto Interstate 82 and surrounding properties.

(27) A plat note shall be placed on the face of the plat stating that "This subdivision is in an area with existing traffic noise. Future developers and landowners must expect traffic noise to continue and most likely to increase in the future. It is the developer's or the homeowner's responsibility to dampen or deflect any traffic noise for this development from Interstate 82."

(28) At the time the final plat is to be recorded all property taxes and special assessments shall be paid for the full year (RCW 84.56.345).

(29) The Final Plat shall include:

(A) Boundaries for each lot and for each dedicated easement and right-of-way;

(B) Notation of the construction of any protective improvements such as buffer zones, fences, dikes and levees;

(C) A complete and accurate legal description shown on the face of the plat;

(D) A certificate or a separate written instrument containing the dedication of all lands to be conveyed to the public which shall be signed and acknowledged before a notary public by all parties having any ownership interest in the lands subdivided and shall be recorded as part of the final plat;

(E) Certification that the applicant is the landowner;

(F) The signature and a statement of approval of the City Engineer or other licensed engineer on behalf of the City;

(G) The signature of the Mayor, witnessed by the City Clerk, which shall evidence the approval of the final plat by the City Council;

(H) Signature of the Planning Commission Chairman;

(I) Certification by a land surveyor certifying the accuracy of the survey and plat;

(J) Signature of the City Treasurer indicating payment of all taxes and assessments;

(K) Signature of the Irrigation District indicating payment of all assessments;

(L) Surveyor's certificate and location and description of monuments.

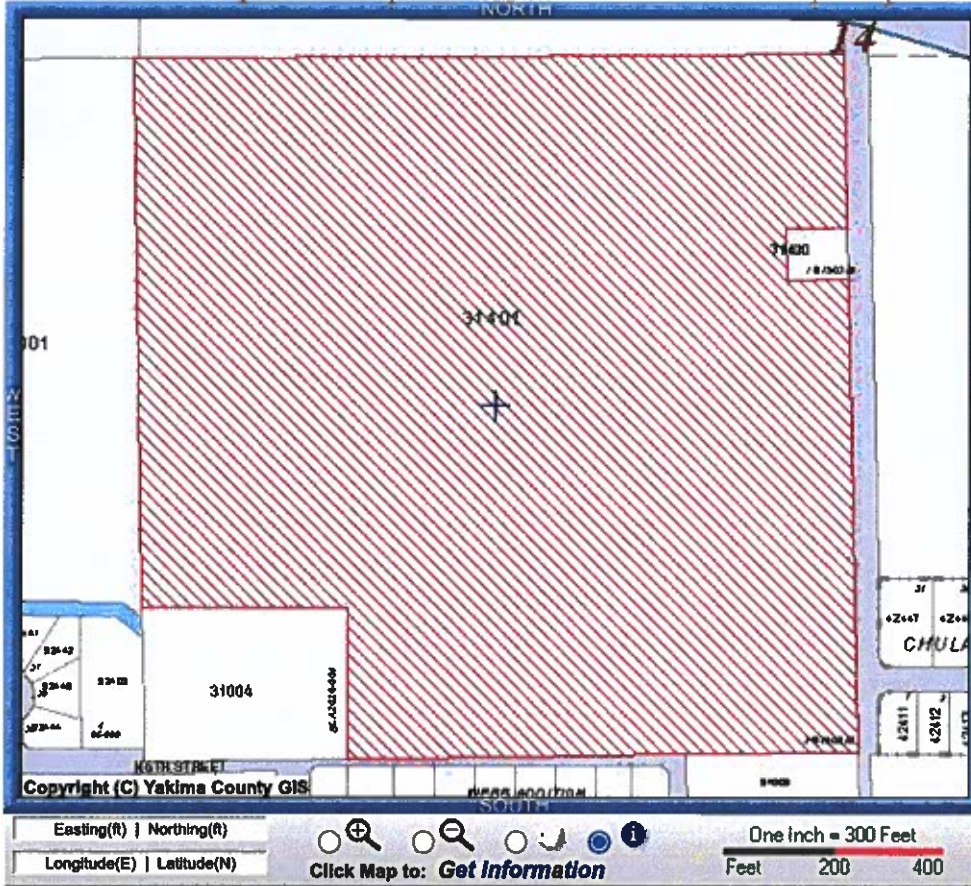
**DATED** this 6<sup>th</sup> day of July, 2023.

  
\_\_\_\_\_  
**Gary M. Cuillier, Hearing Examiner**

Applicant RP Development LLC  
Owner SG Land Management L.L.C.  
Preliminary Plat of Wilson Estates  
Wilson Highway North of 5<sup>th</sup> Street  
145 Residential Lots; SUB#2023-01



Assessor Planning | Real Estate | FAQ | Help | Legend | Search | Tools | Overview



Search By: Parcel Number

Parcel #:

Enter a complete or partial PARCEL NUMBER. Parcel Numbers must be at least 8 characters. Click the Search button to continue.

**Search**

MapScale: 1 inch = 300 ft.

Overlays: Aerial Photography:  FEMA  Critical Areas  Contours  Utilities

MapSize: Small (800x600)

Maps brought to you by:

**Valley Title Guarantee**  
Title Insurance & Escrow Service  
www.vtgco.com  
(509) 248-4442

Map Report

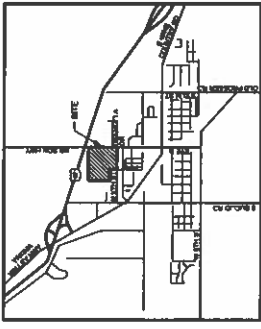
PROPERTY PHOTOS: 1		PROPERTY INFORMATION AS OF 7/19/2023 11:07:15 PM				PRINTING					
<p>230914-31003 3-20-07 863</p> <p>888 WILSON HWY GRANDVIEW, WA 98930</p>	Parcel Address:	UN-ASSIGNED, ,WA			Printer-Friendly Page						
	Parcel Owner(s):	SG LAND MANAGEMENT LLC									
	Parcel Number:	23091431401	Parcel Size:	36.17 Acre(s)	Detailed Report						
	Property Use:	91 Undeveloped Land									
TAX AND ASSESSMENT INFORMATION											
Tax Code Area (TCA):		441	Tax Year:		2023						
Improvement Value:		\$87300	Land Value:		\$1198600						
Current Use Value:		\$0	Current Use Improvement:		\$0						
New Construction:		\$0	Total Assessed Value:		\$1285900						
RESIDENTIAL INFORMATION											
Quality	Year Built	Stories	Main SqFt	Upper SqFt	Bsmt SqFt	Bedrooms	Bathrooms (full/3/4, 1/2)	Garage (bsm/att/bltn)	Carport	SECTION MAPS	
No Residence Information Found.										Section Map 1in=400ft	
SALE INFORMATION								Qtr SECTION MAPS			
Excise	Sale Date	Sale Price	Grantor	Portion				NW-Qtr 1"=200ft	NE-Qtr 1"=200ft		
No Sales Information Found.										SW-Qtr 1"=200ft	SE-Qtr 1"=200ft
DISCLAIMER											
While the information is intended to be accurate, any manifest errors are unintentional and subject to correction. Please let us know about any errors you discover and we will correct them. To contact us call either (509) 574-1100 or (800) 572-7354, or <a href="mailto:info@vtgco.com">email us</a> .											

OVERLAY INFORMATION			
Zoning:		Jurisdiction:	Grandview
Urban Growth Area:	Grandview	Future Landuse Designation:	(Yakima County Plan 2015)
FEMA 100 Year:	FEMA Map	FIRM Panel Number:	53077C1925D <a href="#">Download Map</a>
LOCATION INFORMATION			
+ Latitude: 46° 15' 50.137"		+ Longitude: -119° 54' 27.879"	
Narrative Description: Section 23 Township 09 Range 14 Quarter SW: Plat SPM AF# 8150318 Lot 2		Range: 23 Township: 09 Section: 14	
DISCLAIMER			
MAP AND PARCEL DATA ARE BELIEVED TO BE ACCURATE, BUT ACCURACY IS NOT GUARANTEED; THIS IS NOT A LEGAL DOCUMENT AND SHOULD NOT BE SUBSTITUTED FOR A TITLE SEARCH, APPRAISAL, SURVEY, FLOODPLAIN OR ZONING VERIFICATION			



# WILSON ESTATES PRELIMINARY PLAT

LOCATED IN THE NE 1/4 OF SECTION 14 TOWNSHIP 9 NORTH, RANGE 23 EAST, W.M.  
CITY OF GRANDVIEW, YAKIMA COUNTY, WASHINGTON

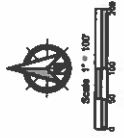


VICINITY MAP  
NOT TO SCALE

**OWNER/DEVELOPER:**  
PDS DEVELOPMENT  
C/O PAUL LAWRENCE  
10608 E. WISER PARKWAY  
RICHLAND, WA 99352  
(509) 843-7188

**ENGINEERS AND ENVIRONMENTAL:**  
PDS ENGINEERS AND ENVIRONMENTAL  
CONTACT: JASON MATTOX, PE  
400 BRADLEY BLVD., SUITE 108  
RICHLAND, WA 99352  
(509) 843-7188

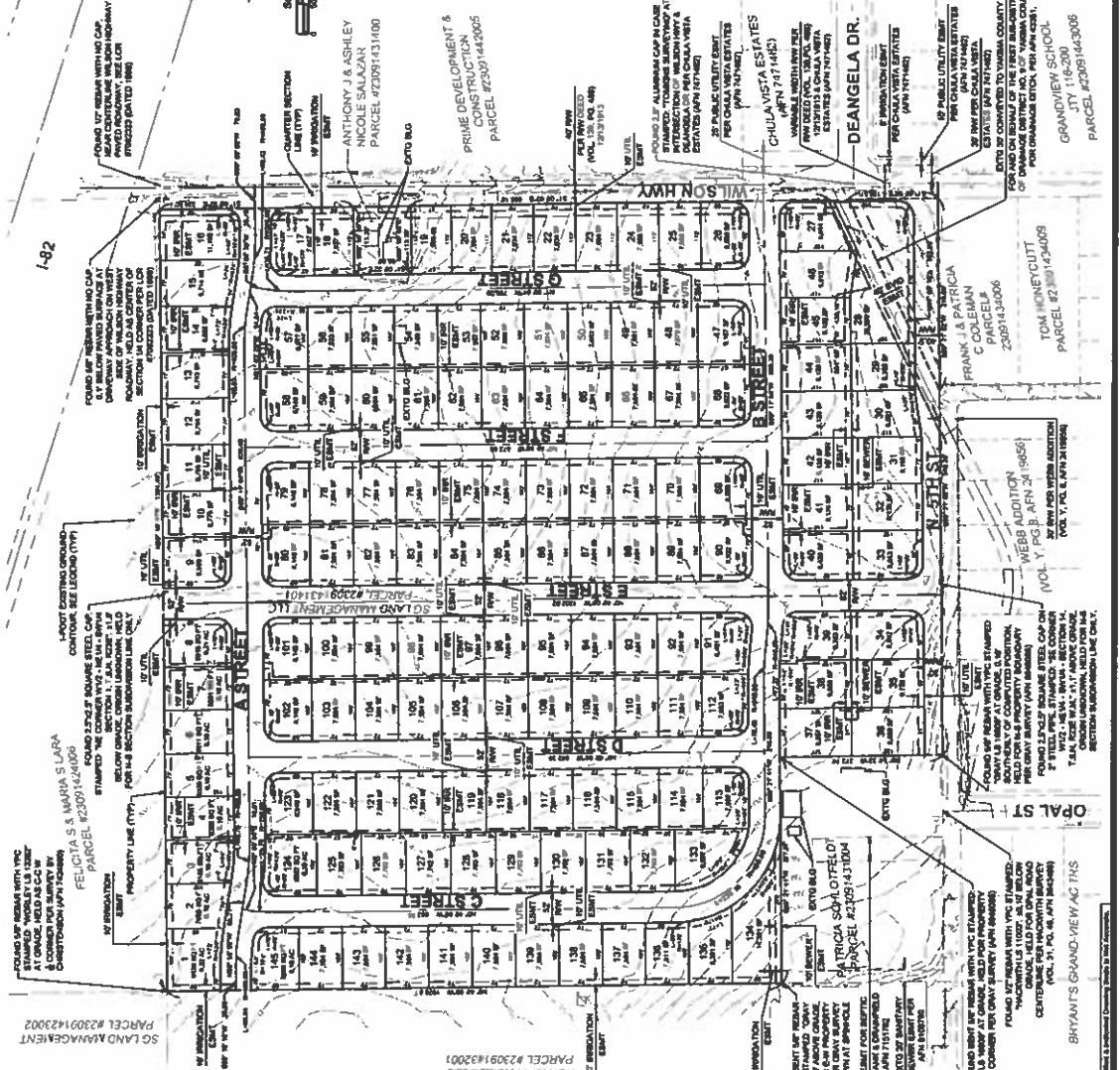
**SURVEYOR:**  
PDS ENGINEERING AND SURVEYING  
CONTACT: ALEX MATAZZO, PLS  
400 BRADLEY BLVD., SUITE 108  
RICHLAND, WA 99352  
(509) 843-7188



WILSON ESTATES PRELIMINARY PLAT FOR:  
A SITE LOCATED IN THE CITY OF GRANDVIEW, WA

**WILSON ESTATES PRELIMINARY PLAT FOR:**

**DATE:** MAY 20, 2009  
**PROJECT NO.:** 2309143006  
**SHEET NO.:** 1 OF 1



**LAND USE TABLE**

EXISTING PARCEL AREA:	38 ACRES
SET AREA:	28.4 ACRES
TOTAL LOT COUNT:	148 LOTS
SINGLE FAMILY RESIDENTIAL LOTS:	141 LOTS (LOTS 1-27, 29-40)
RESIDENTIAL BUSINESS LOTS:	7 LOTS (LOTS 111, 114-122, 131-140)
MAXIMUM RESIDENTIAL LOT AREA:	0.5100 ACRES (22,114.42 SQ. FT.)
MINIMUM RESIDENTIAL LOT AREA:	0.4300 ACRES (18,735.00 SQ. FT.)
MINIMUM BUSINESS LOT AREA:	0.4300 ACRES (18,735.00 SQ. FT.)
MINIMUM SPACE LOT:	0.4300 ACRES (18,735.00 SQ. FT.)
MINIMUM OF MOST REGULATIONS:	0.4300 ACRES (18,735.00 SQ. FT.)

**CONVEYANCE AND TITLE EVIDENCE:**  
THE CONVEYANCE AND TITLE EVIDENCE FOR THE PROJECTED DEVELOPMENT IS BASED ON THE RECORDS OF THE COUNTY OF YAKIMA, WASHINGTON, DATED MARCH 24, 2009 AT 1:00 PM. THE CONVEYANCE AND TITLE EVIDENCE IS BASED ON THE RECORDS OF THE COUNTY OF YAKIMA, WASHINGTON, DATED MARCH 24, 2009 AT 1:00 PM. THE CONVEYANCE AND TITLE EVIDENCE IS BASED ON THE RECORDS OF THE COUNTY OF YAKIMA, WASHINGTON, DATED MARCH 24, 2009 AT 1:00 PM.

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**ORDINANCE NO. 2023-14**

**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 July 25, 2023.

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**CITY ATTORNEY**

PUBLICATION: 07/26/23  
EFFECTIVE: 07/31/23

**Exhibit A**

	<b>Beginning Balance</b>	<b>Estimated Revenues</b>	<b>Appropriated Expenditures</b>	<b>Ending Balance</b>	<b>Budget Total</b>
--	--------------------------	---------------------------	----------------------------------	-----------------------	---------------------

<b>Current Expense Fund</b>					
Original 2023 Budget	799,750	6,385,280	7,121,730	63,300	7,185,030
Amendment Amount		3,000	6,000	(3,000)	3,000
<b>Amended Total</b>	<b>799,750</b>	<b>6,388,280</b>	<b>7,127,730</b>	<b>60,300</b>	<b>7,188,030</b>

<b>ARPA Fund</b>					
Original 2023 Budget	2,264,040	-	1,303,700	960,340	2,264,040
Amendment Amount			(102,500)	102,500	-
<b>Amended Total</b>	<b>2,264,040</b>	<b>-</b>	<b>1,201,200</b>	<b>1,062,840</b>	<b>2,264,040</b>

<b>TBD Fund</b>					
Original 2023 Budget	520,440	188,850	423,050	286,240	709,290
Amendment Amount			40,000	(40,000)	-
<b>Amended Total</b>	<b>520,440</b>	<b>188,850</b>	<b>463,050</b>	<b>246,240</b>	<b>709,290</b>

**RESOLUTION NO. 2023-46**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
AUTHORIZING THE MAYOR TO SIGN A LOCAL AGENCY A&E PROFESSIONAL  
SERVICES NEGOTIATED HOURLY RATE CONSULTANT AGREEMENT WITH HLA  
ENGINEERING AND LAND SURVEYING, INC., FOR DESIGN AND CONSTRUCTION  
SERVICES ON THE STOVER ROAD RAILROAD CROSSING**

**WHEREAS**, the City applied for and was selected to receive grant funds from the Washington State Transportation Improvement Board for the Stover Road Railroad Crossing; and,

**WHEREAS**, the City has selected HLA Engineering and Land Surveying, Inc., to provide design and construction services for said improvement project,

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

The Mayor is hereby authorized to sign the Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement with HLA Engineering and Land Surveying, Inc., for design and construction services on the Stover Road Railroad Crossing in the form as is attached hereto and incorporated herein by reference in the amount of \$151,400.00.

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

**MAYOR**

\_\_\_\_\_  
**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**CITY ATTORNEY**



# Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number: 23119E

Firm/Organization Legal Name (do not use dba's): <b>HLA Engineering and Land Surveying, Inc.</b>	
Address <b>2803 River Road, Yakima, WA 98902</b>	Federal Aid Number
UBI Number <b>600517737</b>	Federal TIN <b>91-1237188</b>
Execution Date	Completion Date <b>12/31/2025</b>
1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Participation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Project Title <b>City of Grandview - Stover Road Railroad Crossing Improvements</b>	
Description of Work Replace outdated railroad crossing equipment, railroad crossing surfacing, pedestrian crossing, and resurface roadway.	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No DBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No MBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No WBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No SBE Participation	Maximum Amount Payable: 151,400.00

## Index of Exhibits

- Exhibit A     Scope of Work
- Exhibit B     DBE Participation
- Exhibit C     Preparation and Delivery of Electronic Engineering and Other Data
- Exhibit D     Prime Consultant Cost Computations
- Exhibit E     Sub-consultant Cost Computations
- Exhibit F     Title VI Assurances
- Exhibit G     Certification Documents
- Exhibit H     Liability Insurance Increase
- Exhibit I     Alleged Consultant Design Error Procedures
- Exhibit J     Consultant Claim Procedures

THIS AGREEMENT, made and entered into as shown in the "Execution Date" box on page one (1) of this AGREEMENT, between the City of Grandview, hereinafter called the "AGENCY," and the "Firm / Organization Name" referenced on page one (1) of this AGREEMENT, hereinafter called the "CONSULTANT."

WHEREAS, the AGENCY desires to accomplish the work referenced in "Description of Work" on page one (1) of this AGREEMENT and hereafter called the "SERVICES;" and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

## **I. General Description of Work**

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

## **II. General Scope of Work**

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

## **III. General Requirements**

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days' notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is, a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absence of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the [wsdot.diversitycompliance.com](http://wsdot.diversitycompliance.com) program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring, as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:

Name: Cus Arteaga  
Agency: City of Grandview  
Address: 207 W. Second Street  
City: Grandview State: WA Zip: 99350  
Email: [carteaga@grandviewwa.us](mailto:carteaga@grandviewwa.us)  
Phone: 509-882-9200  
Facsimile:

If to CONSULTANT:

Name: Michael T. Battle, PE, President  
Agency: HLA Engineering and Land Surveying, Inc.  
Address: 2803 River Road  
City: Yakima State: WA Zip: 98902  
Email: [mbattle@hlacivil.com](mailto:mbattle@hlacivil.com)  
Phone: 509-966-7000  
Facsimile:

#### IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

## V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 ([www.ecfr.gov](http://www.ecfr.gov)).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits "D" and "E" attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT's direct labor rates and indirect cost rate computations and agreed upon fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT's fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits "D" and "E" shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT's FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits "D" and "E" will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT's books and records to determine the CONSULTANT's actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fee as identified in Exhibits "D" and "E" shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rate under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY's option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgment.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fee (profit) percentage. The CONSULTANT shall bill each employee's actual classification, and actual salary plus indirect cost rate plus fee.

- A. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental card costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- B. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- C. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- D. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings

E. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

## **VI. Sub-Contracting**

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgment between the parties

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

## **VII. Employment and Organizational Conflict of Interest**

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

Agreement Number:

## VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

## IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason, that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee.

The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY.

Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

## **X. Changes of Work**

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

## **XI. Disputes**

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

## **XII. Legal Relations**

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT



to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Parties have mutually negotiated this waiver.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

**Insurance Coverage**

- A. Worker’s compensation and employer’s liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any “Auto” (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker’s Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the “AIs”), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT’s and the sub-consultant’s and/or subcontractor’s insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Cus Arteaga  
Agency: City of Grandview  
Address: 207 W. Second Street  
City: Grandview State: WA Zip: 99350  
Email: carteaga@grandviewwa.us  
Phone: 509-882-9200  
Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT’s professional liability to the AGENCY, including that which may arise in reference to section IX “Termination of Agreement” of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT’s professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V “Payment Provisions” until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

### **XIII. Extra Work**

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any “request for equitable adjustment,” hereafter referred to as “CLAIM,” under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI “Disputes” clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

### **XIV. Endorsement of Plans**

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

### **XV. Federal Review**

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

### **XVI. Certification of the Consultant and the Agency**

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENTS over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENTS over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

### **XVII. Complete Agreement**

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

### **XVIII. Execution and Acceptance**

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT’s contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

## **XIX. Protection of Confidential Information**

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state, or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained, and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information, which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT, or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

## **XX. Records Maintenance**

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain, and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim, or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim, or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbings, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops, or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Date

*Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.*

# Exhibit A Scope of Work

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Project No. 23119E

1. Provide complete PROJECT management to deliver the PROJECT within mutually determined expectations.
  2. Attend meetings with the AGENCY to address technical aspects of the work related to scope, design, and schedule of the PROJECT. Up to two (2) meetings are anticipated.
  3. Prepare environmental documents including: SEPA, APE, and NEPA CE.
  4. Perform field investigations necessary to design the identified improvements.
  5. Conduct a topographic survey of the PROJECT area as required to complete design, plans, and specifications, including call for utility locates.
  6. Prepare preliminary plans and a cost estimate of improvements for review and approval by the AGENCY.
  7. Notify private utilities of pending improvements.
  8. Based on approved preliminary engineering plans, perform and present design to AGENCY at 60% and 90% completion for final coordination.
  9. Perform quality control and assurance review of all final documents.
  10. Prepare Engineer's cost estimate.
  11. Provide final plans and specifications to the AGENCY in electronic format suitable for printing and use at time of bid advertisement.
  12. Prepare all documentation necessary to request CN funding obligation.
  13. Complete all federal funding reimbursement requests.
  14. Prepare advertisement for bids. Coordinate with AGENCY on number and location of publications. (all advertisement fees to be paid by AGENCY.)
  15. Distribute contract documents and maintain a planholders list.
  16. Answer and supply information as requested by prospective bidders.
  17. Prepare and issue addenda, if necessary.
  18. Attend and participate in the bid opening and evaluation process.
  19. Provide bid tabulation summary.
  20. Provide recommendation of award letter.
  21. Subcontract for railroad equipment design.
- Assumptions:
1. Work does not include design/replacement of existing utilities.
  2. All improvements shall be accommodated within existing public right of way/easements.

## **Exhibit B**

# **DBE Participation Plan**

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In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

This project requires a mandatory DBE goal of 14% for consultants Design Engineering.

Total Design Engineering consultant fee for the Section 130 funded project and the locally funded project is \$156,400.

Railroad equipment design will be performed by PH Consulting LLC of Tacoma, WA (DBE Cert. # D5M0024799) in the amount of \$56,444.

14% DBE Goal = \$21,896



# **Exhibit C**

## **Preparation and Delivery of Electronic Engineering and Other Data**

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Will be on file at Engineer's Office.

B. Roadway Design Files

Will be on file at Engineer's Office.

C. Computer Aided Drafting Files

Will be on file at Engineer's Office.

D. Specify the Agency's Right to Review Product with the Consultant

The Agency will review the product following preliminary plan completion and prior to final plan completion.

E. Specify the Electronic Deliverables to Be Provided to the Agency

Contract Documents

F. Specify What Agency Furnished Services and Information Is to Be Provided

A. Provide full information as to Agency requirements of the project.

B. Assist consultant by placing at their disposal all available information pertinent to the site of the project including previous reports, drawings, plats, surveys, utility records, and any other data relative to design and construction of the project.

C. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by consultant, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the work of the consultant.

D. Obtain approval of all governmental authorities having jurisdiction over the project, and such approvals and consents from such other individuals or bodies as may be necessary for completion of the project. Pay all review fees and costs associated with obtaining such approvals.

E. Pay for project bid advertisement costs.

F. Execute CN funding obligation package.

G. Process all federal funding reimbursement requests.

**II. Any Other Electronic Files to Be Provided**

Will be on file at Engineer's Office

**III. Methods to Electronically Exchange Data**

Microsoft OneDrive administered through consultant's office, or other FTP site software.

A. Agency Software Suite

N/A

B. Electronic Messaging System

N/A

C. File Transfers Format

N/A



**EXHIBIT D-2**  
**SCHEDULE OF RATES**  
**FOR**

**HLA Engineering and Land Surveying, Inc.**

**Effective January 1, 2023, through December 31, 2023**

Senior Principal Engineer	\$250.00 per hour
Licensed Principal Engineer	\$223.00 per hour
Licensed Principal Land Surveyor	\$223.00 per hour
Licensed Professional Engineer	\$201.00 per hour
Other Licensed Professional	\$201.00 per hour
Project Engineer II	\$184.00 per hour
Licensed Professional Land Surveyor	\$181.00 per hour
Project Engineer I	\$165.00 per hour
Contract Administrator III	\$151.00 per hour
Senior Planner	\$149.00 per hour
CAD Technician	\$145.00 per hour
Engineering Technician III	\$136.00 per hour
Planner	\$136.00 per hour
Resident Engineer	\$136.00 per hour
Surveyor	\$134.00 per hour
Surveyor on Two Man Crew	\$128.00 per hour
Contract Administrator II	\$126.00 per hour
Engineering Technician II	\$117.00 per hour
Surveyor on Three Man Crew	\$112.00 per hour
Contract Administrator I	\$97.00 per hour
Engineering Technician I	\$97.00 per hour
Administrative/Clerical	\$97.00 per hour
Vehicle Mileage	Federal Rate

**EXHIBIT D-2**  
**SCHEDULE OF RATES**  
**FOR**

**HLA Engineering and Land Surveying, Inc.**

**Effective January 1, 2024, through December 31, 2024**

Senior Principal Engineer	\$263.00 per hour
Licensed Principal Engineer	\$235.00 per hour
Licensed Principal Land Surveyor	\$235.00 per hour
Licensed Professional Engineer	\$212.00 per hour
Other Licensed Professional	\$212.00 per hour
Project Engineer II	\$194.00 per hour
Construction Supervisor	\$194.00 per hour
Licensed Professional Land Surveyor	\$191.00 per hour
Project Engineer I	\$174.00 per hour
Contract Administrator III	\$159.00 per hour
Senior Resident Engineer	\$159.00 per hour
Senior Planner	\$157.00 per hour
CAD Technician	\$153.00 per hour
Engineering Technician III	\$143.00 per hour
Planner	\$143.00 per hour
Resident Engineer	\$143.00 per hour
Surveyor	\$141.00 per hour
Surveyor on Two Man Crew	\$135.00 per hour
Contract Administrator II	\$133.00 per hour
Engineering Technician II	\$123.00 per hour
Surveyor on Three Man Crew	\$118.00 per hour
Contract Administrator I	\$102.00 per hour
Engineering Technician I	\$102.00 per hour
Administrative/Clerical	\$102.00 per hour
Vehicle Mileage	Federal Rate

**Exhibit D**  
**Prime Consultant Cost Computations**

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See attached D-1 and D-2.



**Exhibit E**  
**Sub-consultant Cost Computations**

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If no sub-consultant participation listed at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

PH Consulting LLC will complete railroad equipment design as a subconsultant for HLA Engineering.

See attached proposal from PH Consulting.

# Exhibit E

## Stover Road Rail Crossing

### Scope of Services

## Introduction

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During the term of this AGREEMENT, PH Consulting LLC (PHC) shall perform professional services for HLA Engineering & Land Surveying (HLA) in support of the Stover Road Rail Crossing Project for the City of Grandview (CITY).

## Project Description

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### Stover Road Rail Crossing

This project will upgrade the current active protection to the latest technology providing more reliable activation of the railroad signals and gates. Upgrades the track circuitry to Constant Warning Time. Upgrades pedestrian and bike facilities. Installs guard rails to protect from striking signal infrastructure. Installs fencing near the crossing to deter pedestrians on the Lower Yakima Valley Pathway from cutting across tracks.

This Scope of Work is for the Stover Road Rail Crossing (Project). This scope includes Railroad Coordination & Permitting support, data collection, site reconnaissance, preliminary engineering, and final design (including plans, specifications, and estimates).

The following Design Standards and References (as of execution of the agreement) are to be followed during the development of the project. If changes to the Design Standards and References occur after project work starts, except as noted in the list below where updated standards are currently in process, resulting in needed revisions to any deliverable, PHC may seek additional compensation to bring deliverables in-line with updated Design Standards and References.

- City of Grandview Design & Construction Standards (latest editions)
- Current Washington State Department of Transportation (WSDOT) Standard Specifications for Road, Bridge, and Municipal Construction.
- WSDOT Local Agency Guidelines (LAG).
- Manual on Uniform Traffic Control Devices for Streets and Highways (latest edition).
- A Policy on Geometric Design of Highways and Streets (i.e. AASHTO 'Green Book') (latest edition).
- WSDOT Standard Plans as required (latest edition).
- PROWAG, 2011
- Current edition of ITE Standards
- Federal ITS Architecture, latest edition
- National Electric Code (Latest Edition)

The plans and special provisions shall be prepared in accordance with the City's standards.

## Assumptions

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The following general assumptions have been made in developing the Scope of Work and Budget for the Project. Additional detail has been included in the task descriptions contained in the remainder of the Scope of Work.

### General Assumptions

1. The AGREEMENT has an anticipated start date of June 5, 2023, and is anticipated to have a duration of 12 months. PHC'S ability to meet the completion date is contingent upon timely receipt of information from HLA, CITY, and others and provided the scope proceeds as outlined and within the timeframe above.
2. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the project, PHC will have no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that might affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that might materially affect the ultimate project cost or schedule. PHC, therefore, will not warranty that the actual project costs, financial aspects, economic feasibility, or schedules will not vary from PHC's opinions, analyses, projections, or estimates.
3. Drawings will be produced using AutoCAD 2023 format. PHC shall be responsible for resolving any conversion issues and ensuring that submitted electronic files adhere to CITY standards.
4. Unless otherwise noted, all project deliverables are items that are to be submitted by PHC to the HLA. Unless otherwise directed by HLA, PHC will first prepare a draft version of the deliverable and submit it for review and comment. PHC shall address any comments, make revisions, and re-submit the final version, except for plan submittals for which PHC will submit revisions with the next planned submittal. HLA will provide one consolidated set of CITY review comments to PHC.
5. Person-hour estimates assume the scope elements described below and the number of sheets as shown in the sheet list provided in Attachment 1 based on PHC's current knowledge of the project scope and that one contract bid package will be prepared representing all work items associated with the project.
6. While at the project site, PHC is not responsible for the health and safety of others, other than PHC's own personnel and is not responsible for those duties that belong to the CITY and/or other entities, and do not relieve the CITY and / or other entity of their obligations, duties, and responsibilities.
7. HLA will provide to PHC all data available and in its possession relating to PHC's services on the Project. PHC will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by HLA only to the extent directed by HLA.
8. The standard of care applicable to PHC's Services will be the degree of skill and diligence normally employed by professional engineers or PHCs performing the same or similar Services at the time said services are performed. PHC will re-perform any services not meeting this standard without additional compensation.
9. Any required Permit/Application fees will be paid by HLA or City.
10. PIF Documentation will be provided by HLA. PH will submit list of identified sole source signal equipment to HLA.

## **1. Project Coordination and Reporting**

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This task will be continuous throughout the Project duration. It will include the work necessary to set up and plan the Project and establish project-specific procedures, including communication, quality control (QC), overall Project coordination with HLA and Project team, and Project closeout. Components of this work include planning the Project, executing the Project, managing change, and closing the Project.

**Assumption(s):**

- Project duration is assumed to be 12 months.
- HLA will perform all WSDOT/FHWA, property owner, and private utility coordination necessary for the project.
- HLA will be responsible for preparing meeting agendas, documentation, and confirming action items.

### **Project Coordination**

PHC will coordinate with HLA on a regular basis to keep HLA's project manager informed about project issues and schedule. PH will assist in scheduling project related meetings, review, and other coordination activities needed to keep the project moving forward. Communication shall occur on a weekly basis at a frequency consistent with the overall progress of the project.

**Deliverable(s):**

- Correspondence Diary,
- Project Contact List

### **Project Monitoring, Progress Reporting, and Invoicing**

Project monitoring shall include project resource scheduling, preparation of a monthly progress report and a monthly billing statement. The monthly progress report shall summarize work completed during the reporting period; issues addressed, and anticipated issues during the next reporting period. Regular e-mail correspondence is anticipated between the project team members to ensure timely response to issues and maintenance of the overall schedule. Additionally, since this is a federally funded project monthly reporting will be required through the WSDOT Diversity Management and Compliance System (DMCS).

**Deliverable(s):**

- Monthly Progress Reports
- Monthly Billing Statements
- Monthly DMCS Reporting

### **Project Team Meetings**

PHC will have internal project coordination meetings throughout the duration of the Project. One (1) hour Virtual Team meetings are estimated to be needed on a bi-weekly basis with HLA throughout the duration of the Project; unless the Project is in a CITY review phase and team meetings are not warranted. This task also provides for coordination of technical issues with CITY staff and the coordination and resolution of review comments. Up to four (4) meetings including two (2) on-site meetings with the City of Grandview are assumed as follow's;

- Project Kickoff Meeting (on-site), 30% Plan Field Review Meeting (on-site), 60% Comment Review meeting (Virtual), 90% Comment Review meeting (Virtual)

**Deliverable(s):**

- Meeting Notes

## 2. Railroad Coordination & Permitting

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The railroad coordination and permitting task includes preparation and coordination of UTC Grade Crossing Modification Petition approval, preparation and coordination of construction agreement with railroad, preparation of pre-emption calculations/request forms and approvals with railroad/WSDOT. Three (3) virtual review meetings are included with railroad and three (3) virtual review meetings are included for WSDOT/UTC review coordination.

### **Assumption(s):**

- WSDOT forms will be used for Pre-Emption Calculations. Railroad forms will be used for timing requests.
- Railroad will provide standard construction agreement boilerplate.

### **Deliverable(s):**

- UTC Petition (signature ready)
- Railroad Construction Agreement (Draft & Final)
- Pre-Emption Calculation Form w/ Layout Exhibit (Draft & Final)
- Pre-Emption Timings Request Form (Draft & Final)

## 3. Preliminary Design (30% PS&E)

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The preliminary design task includes reviewing HLA provided base map, reviewing existing as-built data, and conducting field reconnaissance to verify accuracy of existing facilities and conduit conditions. During this task PHC will provide preliminary design layout and provide letter to HLA documenting design approach and potential challenges. CITY will review and approve preferred traffic signal improvement layout for use in design development. HLA and the CITY will provide PHC with all reference material pertaining to this project. PHC will review the as-builts, CAD files, GIS Data, and incorporate relevant information.

### **Assumption(s):**

- HLA will provide electronic Base mapping and CITY will provide existing as-builts at intersection.
- HLA/City will coordinate for on-site availability of WSDOT Traffic Signal technician during field review.
- Roadway/Intersection illumination is not included in the project scope.
- Traffic Signal Timing revisions, if applicable, will be provided by WSDOT.

## Data Collection & Field Investigation

PHC will visit the project site and familiarize themselves with the site conditions and data collected for the project. PHC will obtain photographs for design reference. The preliminary base map will be field checked by PHC to confirm complete and accurate representation of existing conditions. PHC will also field check the design to assure the design fits the conditions in the field. After reviewing the above data, PHC will notify HLA of any additional information or clarification required.

## Preliminary Traffic Signal Improvements Plans

PHC will prepare preliminary traffic signal improvement and railroad interconnection plan layout consistent with HLA preliminary plan for City review. Design level is preliminary and will be schematic plans with construction notes and standard details. No wiring diagrams or custom details will be included in the 30% design package.

## Engineer's Cost Estimate

PHC will prepare a preliminary engineer's cost estimate for the project at the 30% level of completion. The opinions of cost will be prepared using bid items with documented unit costs, lump-sum prices, and back up. The opinions of cost will be submitted in Excel format meeting the CITY's standard format. Traffic Control estimate at 30% level will be assumed to be 15% of project construction costs.

### **Deliverable(s):**

- Preliminary Traffic Signal Improvement Plans
- Preliminary Engineer's Cost Estimate
- Preliminary Technical Design Memo

## 4. Final Design (60%, 90%, Ad-Ready)

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After approval of the preliminary design concept by City, PH will progress the design following standard 60%, 90%, 100% development schedule. In addition to preparing the contract drawings, PHC will maintain design documentation including design calculations. Quantity take-offs will be performed for the final submittal and will align with the final bid items. PHC will support HLA in coordinating the preparation and review of the project design work with CITY staff and applicable review agencies and stakeholders. PHC will provide copies of technical documentation to facilitate agency and stakeholder review and approval of the proposed project solutions.

### Traffic Signal & Street Lighting Improvements Plans

PHC will prepare traffic signal & railroad interconnection improvement plans and details in accordance with CITY standards, CITY guidelines, and MUTCD. PHC will submit to the CITY a set of plans showing proposed locations for railroad signal equipment, traffic signal modifications, wiring diagrams, electrical hardware, conduit, and other items as determined necessary. PHC will prepare quantity takeoffs, tabulations, and backup calculations for this work based on CITY standards. PHC will coordinate with CITY staff to receive comments on each plan submittal and respond to each set of comments.

### Temporary Traffic Control Plans

PHC will prepare temporary traffic control plans and details in accordance with WSDOT guideline, CITY standards, and MUTCD. Temporary Traffic Control Plans will include typical pedestrian accommodation plan, crossing closure/detour plan, and relevant notes and details.

### Project Specifications/Special Provisions

PHC will use current *Sections 1-10, 8-20, 9-29 of WSDOT/APWA Standard Specifications/WSDOT Amendments*, in preparing the contract documents and the CITY's standard special provisions as applicable to the project design. PHC will provide the special provisions for the project to HLA for incorporation into the project package. Sample boilerplate provision will be provided by the CITY.

### Engineer's Cost Estimating

PHC will prepare a detailed engineer's cost estimate for the project at the 60%, 90%, and As-Ready levels of completion. The opinions of cost will be prepared using bid items with documented unit costs, lump-sum prices, and back up. The opinions of cost will be submitted in Excel format meeting the CITY's standard format.

***Deliverable(s):***

- Traffic Signal Improvement Plans (60%, 90%, Ad-Ready)
- Temporary Traffic Control Plans (60%, 90%, Ad-Ready)
- Project Specifications (60%, 90%, Ad-Ready)
- Engineers Cost Estimate (60%, 90%, Ad-Ready)

## **5. Services During Bidding**

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### **Services During Bidding**

PHC will provide services during the bid period. Services include preparation of up to two (2) addenda and supporting plan/specification/quantity changes, and preparation of responses to bidder questions.

## **6. Construction Phase Engineering Services (Optional Future Task)**

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### **Construction Engineering**

As part of Construction Phase Supplement to this agreement, PHC will provide services during construction as requested by CITY. Services may include review of submittals, responding to RFI's, attendance at field review meetings, attendance at construction meetings, and preparation of As-Built record drawings. The Fee for this task will be determined as part of future supplement to base contract.

# ATTACHMENT 1

## Sheet List

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Sheet List	30% Design	60% Design	90% Design	Ad-Ready	
Drawing Title	No. of Sheets	No. of Sheets	No. of Sheets	No. of Sheets	Comments
Traffic Signal Plans	1	1	1	1	
Traffic Signal Wire Diagram/Details		1	1	1	
Temporary Traffic Control Plans		3	3	3	
Temporary Traffic Control Details			1	1	
<b>TOTAL</b>	<b>1</b>	<b>5</b>	<b>6</b>	<b>6</b>	



**Exhibit D  
Stover Road Rail Crossing Project  
Fee Estimate Summary**

PH Consulting Staff Category	Hours	Rate	Cost
Senior Project Manager	76	\$ 90.00	\$ 6,840.00
Senior Traffic Engineer	84	\$ 75.00	\$ 6,300.00
Project Engineer	88	\$ 65.00	\$ 5,720.00
CAD Designer II	88	\$ 45.00	\$ 3,960.00
Office Administrator	12	\$ 40.00	\$ 480.00
<b>Total Hours</b>	<b>348</b>		<b>\$ 23,300.00</b>

<b>Direct Labor Cost</b>	\$	<b>23,300.00</b>
<b>Overhead Rate @ 110% of Direct Labor</b>	\$	<b>25,630.00</b>
<b>Fee @30% of Direct Labor</b>	\$	<b>6,990.00</b>

<b>Direct Salary Cost</b>	\$	<b>55,920.00</b>
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Direct Expenses	Unit	Cost	Total
Traffic Counts		\$ -	\$ -
Reproduction Costs			
Full Sized Copies (Bond)	1	\$ -	\$ -
Reprographics	1	\$ -	\$ -
Travel (Airfare, Hotel)	1	\$ -	\$ -
Other Expenses (Blueline)	1	\$ -	\$ -
2023 Mileage Rates	800	\$0.655/Mi	\$ 524.00

<b>Sub-Total Direct Expenses</b>	\$	<b>524.00</b>
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<b>Total Fee</b>	\$	<b>56,444.00</b>
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**Stover Road Rail Crossing Project  
Task Hour Breakdown**

Task No.	Task Description	Senior Project Manager	Senior Traffic Engineer	Project Engineer	CAD Designer II	Office Administrator	Total
	Direct Rate	\$ 90.00	\$ 75.00	\$ 65.00	\$ 45.00	\$ 40.00	
	Hourly Rate	\$ 216.00	\$ 180.00	\$ 156.00	\$ 108.00	\$ 96.00	
<b>1.0</b>	<b>Project Coordination &amp; Reporting</b>						
	Project Coordination	12					12
	Project Monitoring, Progress Reporting, & Invoicing	6				8	14
	Project Team Meetings	8	12	12			32
	Task 1.0 Total Hours	26	12	12	0	8	58
	Subtotal Task 1.0	\$ 5,616.00	\$ 2,160.00	\$ 1,872.00	\$ -	\$ 768.00	\$ 10,416.00
<b>2.0</b>	<b>Railroad Coordination &amp; Permitting</b>						
	UTC Petition Preparation & Coordination	8		8			16
	Railroad Construction Agreement Coordination	8		8		4	20
	Pre-Emption Calculation & Request Forms (Including WSDOT Coordination)	4	16		4		24
	Task 2.0 Total Hours	20	16	16	4	4	60
	Subtotal Task 2.0	\$ 4,320.00	\$ 2,880.00	\$ 2,496.00	\$ 432.00	\$ 384.00	\$ 10,512.00
<b>3.0</b>	<b>Preliminary Design (30% PS&amp;E)</b>						
	Data Collection & Field Investigation	4	4		4		12
	Preliminary Traffic Signal Improvement Plans	4	8	8	12		32
	Preliminary Estimate	2		4	4		10
	Preliminary Technical Memorandum	2	4				6
	Task 3.0 Total Hours	12	16	12	20	0	60
	Subtotal Task 3.0	\$ 2,592.00	\$ 2,880.00	\$ 1,872.00	\$ 2,160.00	\$ -	\$ 9,504.00
<b>4.0</b>	<b>Final Design (60%/90%/Ad-Ready PS&amp;E)</b>						
	Traffic Signal Improvement Plans	4	8	12	24		48
	Temporary Traffic Control Plans	4	8	12	24		48
	Project Specifications/Special Provisions	4	8	12			24
	Project Estimates	2	4	8	8		22
	Technical Memorandum	2	4				6
	Task 4.0 Total Hours	16	32	44	56	0	148
	Subtotal Task 4.0	\$ 3,456.00	\$ 5,760.00	\$ 6,864.00	\$ 6,048.00	\$ -	\$ 22,128.00
<b>5.0</b>	<b>BIDDING &amp; AWARD SERVICES</b>						
	Addenda & Bidders Questions	2	8	4	8		22
	Task 5.0 Total Hours	2	8	4	8	0	22
	Subtotal Task 5.0	\$ 432.00	\$ 1,440.00	\$ 624.00	\$ 864.00	\$ -	\$ 3,360.00
<b>6.0</b>	<b>CONSTRUCTION MANAGEMENT SERVICES (FUTURE)</b>						
	Task 6.0 Total Hours	0	0	0	0	0	0
	Subtotal Task 10.0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<b>PH TOTAL HOURS</b>	<b>76</b>	<b>84</b>	<b>88</b>	<b>88</b>	<b>12</b>	<b>326</b>
	<b>TOTAL ALL TASKS</b>	<b>\$ 16,416.00</b>	<b>\$ 15,120.00</b>	<b>\$ 13,728.00</b>	<b>\$ 9,504.00</b>	<b>\$ 1,152.00</b>	<b>\$ 55,920.00</b>

**Exhibit D**  
**Stover Road Rail Crossing Project**  
**ANTE Rate Schedule**

<b>PH Consulting LLC</b> <b>Summary of Direct Labor Costs</b> <b>Effective January 1, 2023-December 31, 2023</b>				
Job Classifications	Maximum Direct Labor Rate	Safe Harbor Overhead 110%	Fixed Fee 35%	Maximum Billing Rate
Principal	\$ 100.00	\$ 110.00	\$ 35.00	\$ 245.00
Sr Project Manager	\$ 95.00	\$ 104.50	\$ 33.25	\$ 232.75
Project Manager	\$ 90.00	\$ 99.00	\$ 31.50	\$ 220.50
Quality Manager	\$ 95.00	\$ 104.50	\$ 33.25	\$ 232.75
Senior Traffic Engineer	\$ 85.00	\$ 93.50	\$ 29.75	\$ 208.25
Project Engineer	\$ 75.00	\$ 82.50	\$ 26.25	\$ 183.75
Associate Engineer	\$ 55.00	\$ 60.50	\$ 19.25	\$ 134.75
Assistant Transportation Engineer	\$ 50.00	\$ 55.00	\$ 17.50	\$ 122.50
Engineering Intern	\$ 40.00	\$ 44.00	\$ 14.00	\$ 98.00
CAD Designer III	\$ 60.00	\$ 66.00	\$ 21.00	\$ 147.00
CAD Designer II	\$ 50.00	\$ 55.00	\$ 17.50	\$ 122.50
CAD Designer I	\$ 45.00	\$ 49.50	\$ 15.75	\$ 110.25
Office Administrator	\$ 45.00	\$ 49.50	\$ 15.75	\$ 110.25
Office Assistant	\$ 40.00	\$ 44.00	\$ 14.00	\$ 98.00
Direct non-salary costs will be billed at actual costs. Direct Mileage will be billed at current approved IRS mileage rate.				

## ***Exhibit F - Title VI Assurances Appendix A & E***

### **APPENDIX A**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, (*Federal Highway Administration*), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. *[Include Washington State Department of Transportation specific program requirements.]*
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *[Include Washington State Department of Transportation specific program requirements.]*
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the (*Federal Highway Administration*) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the (*Federal Highway Administration*), as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the (*Federal Highway Administration*) may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the (*Federal Highway Administration*) may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

# **Exhibit F - Title VI Assurances Appendix A & E**

## APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

**Exhibit G**  
**Certification Document**

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- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of Agency
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- ~~Exhibit G-4~~ ~~Certificate of Current Cost or Pricing Data~~ N/A

## Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of  
HLA Engineering and Land Surveying, Inc.

whose address is  
2803 River Road, Yakima, WA 98902

and that neither the above firm nor I have

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the Washington State Department of Transportation

and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

**HLA Engineering and Land Surveying, Inc.**

Consultant (Firm Name)

  
Signature (Authorized Official of Consultant)

6/28/2023  
Date

**Exhibit G-1(b) Certification of Agency**

I hereby certify that I am the:

Agency Official

Other

of the Local Agency of Grandview, WA, and that the consulting firm

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; o
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## Exhibit G-2 Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; an
  - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

**HLA Engineering and Land Surveying, Inc.**

Consultant (Firm Name)

  
Signature (Authorized Official of Consultant)

6/28/2023  
Date

## Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the require certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

**HLA Engineering and Land Surveying, Inc.**

Consultant (Firm Name)

  
Signature (Authorized Official of Consultant)

6/28/2023  
Date

**Exhibit G-4 Certification of Current Cost or Pricing Data**

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of \_\_\_\_\_\* are accurate, complete, and current as of \_\_\_\_\_\*\*.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date of Execution \_\_\_\_\_\*\*\*

N/A

\*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

\*\*Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

\*\*\*Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

## **Exhibit H**

### **Liability Insurance Increase**

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#### **To Be Used Only If Insurance Requirements Are Increased**

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$ \_\_\_\_\_.

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ \_\_\_\_\_.

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution

~~Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.~~

~~Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.~~

~~If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.~~

Notes: Cost of added insurance requirements: \$ \_\_\_\_\_.

- Include all costs, fee increase, premiums.
  - This cost shall not be billed against an FHWA funded project.
  - For final contracts, include this exhibit
-

# *Exhibit I*

## ***Alleged Consultant Design Error Procedures***

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The purpose of this exhibit is to establish a procedure to determine if a consultant has alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

### **Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager**

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

### **Step 2 Project Manager Documents the Alleged Consultant Design Error(s)**

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include all decisions and descriptions of work, photographs, records of labor, materials, and equipment.

### **Step 3 Contact the Consultant Regarding the Alleged Design Error(s)**

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

### **Step 4 Attempt to Resolve Alleged Design Error with Consultant**

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

## **Step 5 Forward Documents to Local Programs**

For federally funded projects, all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

# *Exhibit J*

## **Consultant Claim Procedures**

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The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) total a \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

### **Step 1 Consultant Files a Claim with the Agency Project Manager**

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

### **Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation**

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

### **Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)**

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associate with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

### **Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation**

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

### **Step 5 Informing Consultant of Decision Regarding the Claim**

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

### **Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)**

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit



**RESOLUTION NO. 2023-47**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
AUTHORIZING APPLICATION TO THE YAKIMA COUNTY SUPPORTING  
INVESTMENTS IN ECONOMIC DEVELOPMENT (SIED) BOARD TO FUND THE OLD  
INLAND EMPIRE HIGHWAY SEWER MAIN IMPROVEMENT PROJECT**

**WHEREAS**, to improve the economic vitality of the County, the Yakima County Supporting Investments in Economic Development (SIED) Board is authorized to make grants and loans to political subdivisions to fund projects that support tangible or potential investments in public infrastructure; and

**WHEREAS**, the Grandview City Council has determined that there is significant potential for private development, growth, and job creation within Grandview City limits on Old Inland Empire Highway; and

**WHEREAS**, the City Council wishes to authorize application to the Yakima County SIED Board for grant and loan funds to be used to fund sewer main improvements as mentioned above; and

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

The Mayor is authorized to submit and sign all application documents to the Yakima County SIED Board for a grant/loan of up to \$2,000,000, responsibility of repayment of funds will be on the City of Grandview, to fund sewer main improvements on Old Inland Empire Highway.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at a special meeting on July 25, 2023.

**MAYOR**

\_\_\_\_\_  
**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**CITY ATTORNEY**

**Yakima County**

**Supporting Investments in  
Economic Development**

**Committed Private Business  
Application for Funding**

### Threshold Requirements

All questions must be fully answered in order to qualify as a complete application. If you need more space for an answer, please attach additional sheets as needed noting the corresponding section, for example "C2."

- Resolution.** A resolution or ordinance of the local governmental jurisdiction authorizing the *SIED* application is required.
- Project Costs.** Engineer cost projections for public project costs are required. *SIED* will not entertain requests for project cost overruns. For the success of your project, ensure project cost estimations are realistic.
- Local Match.** A local match of twenty (20) percent of the *SIED* request is required. Local match may be demonstrated as cash or in-kind contribution.
- Other Funding Sources.** In addition to *SIED*, identify which public sources were considered to fund this project. Indicate what the outcome was.
- Planning.** A statement is required from the planning jurisdiction relating to the type of public facility for which a *SIED* investment is sought.
- Permits.** All public and private permits must be received.
- Private project description.** Job creation and private sector financing must be evident.
- Contingency Agreement.** A complete Contingency Agreement (form included) is required for all projects. The Contingency serves as the first level of convincing evidence that the private sector development will occur.
- Acceptance of Reporting Requirements.** The County is required to report annual information on the use of *SIED* funds. A signed agreement (form included) to report the use of *SIED* funds must accompany the application.

**Please submit application to:**

Yakima County Development Association  
PO Box 1387, Yakima, WA 98907-1387  
(10 North 9th Street, Yakima WA 98901)

**REQUEST FOR FUNDING** (Funding is awarded 50% Loan and 50% Grant. No more than \$2,000,000 total award from SIED when loan and grant combined.)

Interest rates on loans are established when the County formally approves the project contract by using the County Interfund Loan Rate, as authorized by law. Loans are given for a term of 10 years and annual payments are made in equal amounts on June 1<sup>st</sup> of each year.

An interlocal agreement will be established between the County and the applicant specifying repayment dates and a loan amortization schedule. Loan payment installments are based on an ordinary annuity, compounded annually.

If an applicant needs additional flexibility on loan repayment schedules they can request a deferral. Interest on loans will continue to accrue from the date the contract is approved by the County, even if the applicant is granted a deferral on their first loan payment.

If an applicant requests a deferral of the first loan payment, the applicant must justify the request.

A SIED loan is a general obligation of the jurisdiction receiving the loan. With acceptance of a SIED loan, the jurisdiction agrees to the terms of the interlocal agreement regardless of the project which prompted the application for SIED funding.

<b>Applicant:</b> City of Grandview	<b>Tax ID #:</b> 91-6001437
<b>Contact:</b> Cus Arteaga	<b>Title:</b> City Administrator/Public Works Director
<b>Phone:</b> 509-882-9200	<b>Email:</b> carteaga@grandview.wa.us
<b>Address:</b> 207 W. Second St.	<b>City:</b> Grandview <b>Zip Code:</b> 98930
<b>Resolution Number Authorizing this Application for SIED Funding:</b> _____	
I hereby certify that the information given in this application to the Supporting Investments in Economic Development Board is true and correct to the best of knowledge and belief.	
<b>Signature of Responsible Official:</b> _____	
<b>Printed Name and Title:</b> Gloria Mendoza, Mayor	

Indicate the full terms requested for SIED consideration:

- Loan Terms Requested: 10
- A deferral of the first loan payment (up to five years): 2
- Total number of years for repayment: 12
- Please provide justification if requesting a deferral of the first loan payment:

The City of Grandview would like a two year deferral on the first loan payment so the private sector development activity being supported in this application has time to begin generating tax revenues for the City prior to making the first deferred loan payment.

- Please provide justification if a lower interest rate is requested:

## Executive Summary

The SIED Advisory Board takes many factors into consideration when making recommendations for funding. This Project Summary highlights the main factors including: local match, funding from other sources, jobs created/retained, wage rates, jobs created/retained per SIED dollar invested, new private investment, and new tax revenues generated.

**Project Title:** Old Inland Empire Highway Sewer Main Improvements

**Date of Application:** \_\_\_\_\_

**Project Summary:** Describe the public infrastructure project and the private development that will occur. Explain why the private development requires the public infrastructure project:

This project will bring needed sanitary sewer improvements to Welch Foods Inc.(Welch) and Lineage Logistics, LLC (Lineage), remove existing sewer which is inaccessible for maintenance, and replace failing sanitary sewer to approximately 36 acres of land zoned as Light Industrial, 5 acres of land zoned as Single Family Residential, and 9 acres of land zoned as Manufactured Home Park along Old Inland Empire Highway (OIE) inside City of Grandview City Limits.

Welch is proposing to construct a new pre-treatment system for their operations and combine the discharges from both of their plants through this pre-treatment system for discharge to the City sewer. The existing City line is undersized and showing advanced corrosion damage.

The public infrastructure project will construct sanitary sewer south from OIE through the Lineage property, and abandon the existing inaccessible sewer line between Lineage buildings. Sanitary sewer will also be constructed west from Welch along OIE and 5th Street to Stassen Way.

The proposed project will allow the City of Grandview to improve and replace its utility facilities in an area where businesses are currently growing and relying on a failing sewer main. These improvements are critical to maintaining jobs and businesses within this area.

Indicate the Minimum Necessary Total Public Project Infrastructure Costs (no more than \$1,000,000 total award from SIED when loan and grant combined):

SIED Loan Requested: \$ 1,000,000  
SIED Grant Requested: \$ 1,000,000  
Local Match (20% of SIED request): \$ 400,000  
All Other Funding Sources: \$ \_\_\_\_\_  
Total Public Project Cost: \$ 2,400,000

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Total Private Investment in Plant/Equipment: \$ 9,000,000

Total Jobs Created/Retained: 143

Median Wage: \$ 26.48 Average Wage: \$ 26.48

Fringe Benefits Offered: Medical, Dental, Vision, Paid Time Off, Holiday Pay, 401K, Pension

Estimated Assessed Value of the New Plant/Equipment: \$ 9,000,000

Total SIED Request divided by Total Jobs Created/Retained: \$ 13,986

Total Private Investment in Plant/Equipment divided by Total SIED Request: \$ 4.5

Other Benefits of the Public Infrastructure Project:

The public infrastructure project provides an opportunity for the retainage and increase in jobs for the manufacturing zoned parcels in the City of Grandview along Old Inland Empire Highway. The revenue from the additional jobs and growth of the businesses in the area would be able to provide positive economic growth for the City of Grandview.

## A. Public Sector Project

A1. List all funding sources for the public project and amount. Identify whether the amount has been provided or is being requested. Provide the status and date the funds were approved or the date that funds are expected to be approved:

SOURCE	STATUS	DATE	AMOUNT
SIED loan requested	Requested	_____	\$ 1,000,000
SIED grant requested	Requested	_____	\$ 1,000,000
Welch Contribution	Requested	_____	\$ 400,000
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
Total project costs			\$ 2,400,000

Funding to complete the Public Project must be secured within one year of a SIED offer of financial aid

A2. Will this project upgrade an existing public facility or build a new one? Upgrade

Describe the entire public facility project, including the parts that you are not asking SIED to fund.

This utility infrastructure project will replace failing sanitary sewer to meet both current and future demands and allow for additional growth. These improvements will tie into future sanitary sewer upgrades that will extend south through Dykstra Park to existing sewer main.

A3. Specifically, for what element(s) of the public project are SIED funds requested?

SIED funding will be applied towards approximately 4700 LF of sewer improvements needed to support the surrounding commercial, industrial, and residential parcels.

A4. Describe how the public facility project will enhance or encourage other development in the immediate area in addition to the direct development described in this application section C.

The public facility project is necessary to accommodate the planned Welch Foods Inc. improvements and maintain their current operations while also providing opportunity for economic growth in the area. Replacing existing infrastructure shows commitment and partnership by the City of Grandview to local and prospective industries, and will allow for both short and long-term growth.

A5. List all permits and environmental reviews required for the **PUBLIC SECTOR PROJECT** and give their current status (applied for, application being prepared, permit issued, etc.)

PERMIT	ISSUER	STATUS	ANTICIPATED COMPLETION DATE
NEPA	WSDOT	Completed	10/20/2022
Plans & Specs Apprc	City of Grandview	To Be Completed	7/18/2023
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Permits to complete the Public Project must be secured within six months of a SIED offer of financial aid

A6. If environmental permits are not required for the project (e.g., Shorelines Permit, Environmental Impact Statement, etc.), **please explain why they are NOT required.**

The primary portion of this project is categorically exempt from the SEPA process since the sewer main is 12 inches in diameter or less.

A shoreline permit is not required as there are no shorelines within or near the project area. An Environmental Impact Statement is not required per code or by contributing funding agencies.

The project has been approved by NEPA since part of the work falls within the limits of an adjacent, federally funded roadway project.



A7. Estimated schedule for public project completion. Indicate the month and year when the activities listed have been, or will be, completed.

	<b>ESTIMATED COMPLETION DATE (month/year)</b>
Preliminary Engineering Report	N/A
Environmental Review	Completed 10/22
All Required Permits Obtained	Completed 10/22
Design Engineering	07/23
Land/Right-of-Way Acquisition	N/A
Prepare Bid Documents	07/23
Award Construction Contract	08/23
Begin Construction	02/24 (City Sewer)
Project Operational	05/24 (City Sewer)

A8. What other jurisdictions, such as counties, cities, port districts, tribes, state/federal agencies are involved in the planning, design, financing, construction or operation of this project?

Lineage Logistics, LLC \_\_\_\_\_  
 WSDOT \_\_\_\_\_  
 \_\_\_\_\_

Please explain how completion of the project is coordinated between other involved parties.

Lineage Logistics, LLC has agreed to grant a utility easement to allow access to construct a new sewer main between existing buildings.

WSDOT- The sewer portion of the work has been included in a larger, federally funded project. The sewer portion requires (and has received) approval from WSDOT Local Programs.

A9. Will the SIED public facility project be totally maintained by the applicant? If not, whom? Please explain.

The City of Grandview will operate and maintain all improvements.

A10. How will this project impact utility rates and public services within the jurisdiction?

Utility rates are reviewed annually and may be adjust as necessary to pay the loan portion of the SIED funds. This project will improve public services within the jurisdiction by maintaining existing services and allowing for future growth.

## B. Financial Information of SIED Applicant

B1. Other public sources of funding for public economic development projects are listed below and must be investigated. In addition to SIED, identify which public sources were considered to fund this project. Indicate what the outcome was.

### Federal Grant/Loan Programs:

Economic Development Administration

YES

NO



OUTCOME

Rural Development



Utility Rate Impact

FASTACT



Not Eligible

Other: \_\_\_\_\_



### State Grant/Loan Programs:

Transportation Improvement Board



Not Eligible

Community Development Block Grant



Not Eligible

Public Works Trust Fund



Not Available

Department of Ecology



Not Eligible

CERB



Utility Rate Impact

RTPO/MPO



Not Eligible

Other



### Other Funding Options:

Revenue Bonds



Utility Rate Impact

General Obligation Bonds



Utility Rate Impact

LID



Cost > Value

ULID



Other: \_\_\_\_\_

B1 continued: Provide a narrative of the investigation of the above referenced funding sources and the outcomes:  
The City of Grandview believes that SIED funds are the most efficient resource for this project due to a combination of funding eligibility criteria and the need for immediate funding availability. The timing of these other funding sources do not align with the proposed timing of the project.

B2. In the context of the local government's overall annual budget, explain the need for SIED assistance. If the applicant has budget reserves, please explain why these funds are not available for the project.

The City of Grandview budget is constrained by the rising costs associated with law and justice, other municipal service demands and loan repayments for existing loans/bonds. The City's existing budget for utilities is limited and primarily focused on maintaining existing infrastructure. Without the requested SIED assistance, this improvement/replacement project will not be constructed.

B3. Identify funds (General Fund, Utility Fund, Property taxes, etc.) that are eligible to repay a SIED loan:  
The City of Grandview Sewer Fund is eligible to repay the SIED loan.

Will a revenue stream be generated that could repay a SIED loan outside of the system's normal operations and maintenance costs? If yes, please explain:

Utility rates may be increased if needed to repay the SIED loan. The amount discharged by an industry is factored into their utility rate. Industry growth will provide revenue to the Grandview sewer fund and pay for the SIED loan.

B4. If the local jurisdiction is not financially contributing to the project, please explain why.

All efforts to complete this application and coordinate with the developer are being paid for by the City of Grandview. The developer, Welch Foods, Inc. will be providing a 20% local match for the project. The City of Grandview will assume responsibility for all loan repayment.

**C. Private Sector Project** *Complete Section C and a Contingency Agreement for each private sector entity.*

In order to show that a specific private investment is ready to occur, but will do so only if SIED assistance is made available to the applicant, SIED requires a signed Contingency Agreement(s) between the applicant and the private sector representative(s). If a developer is involved, there must also be a signed Contingency Agreement between the developer and the proposed tenant.

<b>Private Sector Business:</b> <u>Welch Foods Inc.</u>		
<b>Contact:</b> <u>Tom Brooke</u>	<b>Title:</b> <u>Plant Engineer</u>	
<b>Phone:</b> <u>509-882-3112 x606</u>	<b>Email:</b> <u>tbrooke@welchs.com</u>	
<b>Address:</b> <u>504 Birch Ave</u>	<b>City:</b> <u>Grandview</u>	<b>Zip Code:</b> <u>98930</u>

C1. Describe the private development that will be supported by the public infrastructure/facility project.

Welch's has contracted with an engineering firm that has recommended combining two discharge points into one and installing a \$9 million wastewater treatment facility. This wastewater treatment project, when completed, will allow Welch's to meet the WA DOE permit requirements on pH control. This project to combine the two wastewater discharge flows, one each from Welch's Plant 1 and Plant 2 sites, requires upgrades to the City of Grandview's failing wastewater infrastructure to accommodate the discharge.

C2. Explain why the private development requires the proposed public infrastructure improvements described in this application.

The design and implementation of Welch's new wastewater treatment facility to control pH levels includes combining the separate wastewater discharge points into a single point of discharge. In anticipation of this private project, existing sewer facilities were inspected and advanced pipe corrosion was discovered. In light of this, the proposed private improvements cannot move forward without replacement of sewer infrastructure.

C3. Indicate the construction schedule (if applicable) for the proposed private sector project.

	(month/year)
Private Facility Construction Begins	07/2023
Private Facility Construction Completed	07/2024
Private Facility Operational	11/2024

C4. List all permits required for the **PRIVATE SECTOR PROJECT** and give their current status (applied for, application being prepared, permit issued, etc.)

PERMIT/ENVIROMENTAL REVIEW	ISSUER	STATUS	ANTICIPATED COMPLETION DATE
DOE	DOE	Approved	Completed
City of Grandview	City of Grandview	Pending	07/2023

Permits to complete the Private Project must be secured within one year of a SIED offer of financial aid

C5. What private authorizations remain prior to proceeding with the proposed private development project?

All authorizations have been completed.

C6. Explain how the private sector is financing their capital investment in this project.

The project is funded by Welch Foods Inc. with cash through its capital investment appropriations.

C6 continued: When will private sector financing be in place?

Financing is already in place

Please list financial references that can verify financing sources and capacity for this project.

Sharron Moss-Higham 973-997-3274

Michael Gracia 559-568-5162

C7. List the number of projected jobs to be retained and/or created by the firm as a direct result of the public infrastructure project supporting the private development. Retained jobs are defined as jobs that will be lost to the county if the public project is not completed.

Jobs must be expressed in Full Time Equivalents (FTEs) and wage data should exclude fringe benefits. Management positions should be indicated as an annual salary.

Job Description	# Of Jobs Retained (In FTEs)	# Of Jobs Created Year 1 (In FTEs)	# Of Jobs Created by Year 3 (In FTEs)	Current or initial Hourly Wages	Local Occupational Hourly Wages
Mgmt./Admin*	3			\$120k-180k/year	
Technical/Prof.	4			\$80k-105k/year	
Office/Clerical	2			\$45k-65k/year	
Production	34			\$26.08-\$29.20	
Sales	0				
Skilled Crafts	12			\$24.07-\$38.00	
Others	88			\$15.74-\$24.08	
<b>Totals</b>	<b>143</b>				

- a) How many of these positions are for seasonal work? Give response in FTE: 88  
 b) What kind of fringe benefits does the company offer to regular full time employees?

Medical, Dental, Vision, PTO, Holiday Pay, Pension, 401K

C8. How were job projections developed? Explain how the projections are realistic.

The job projections are based on retention of all current positions already in place, both year-round and seasonal, at Welch's Grandview facility. If Welch's were unable to complete the new wastewater treatment project, and by extension, the associated sewer upgrades to accommodate the single point of discharge, Welch anticipates it might be unable to continue operation of the Grandview facility, thus jeopardizing the current positions.

C9. Will this project move existing jobs from another part of the county? If yes, please describe why the project cannot happen where the jobs are currently located.

No

C10. Will the private sector project offer expanded employment opportunities to disadvantaged or unemployed workers? How will the firm work to hire people from Yakima County?

Not necessarily. While Welch's anticipates the wastewater treatment project and the related sanitary sewer improvements will enable it to retain the existing positions at its Grandview facility, Welch's does not anticipate adding new positions at its Grandview facility at this time. In the future, Welch's will continue to explore opportunities for expansion for which these improvements are necessary. Welch's anticipates any hiring associated with normal employee turnover will be conducted consistent with its prior and current practices.

## Attachments

1. **Resolution:** A resolution or ordinance of the local governmental jurisdiction authorizing the *SIED* application.
2. **Plan listing the project:** Attach a copy of the section of the comprehensive plan or capital facilities plan that lists the public project.
3. **Site map of the area:** Identify the location of the site, public infrastructure and private development project (existing and/or proposed). Specifically identify where *SIED* funds are proposed to be used.  
*Materials must be reproducible in black and white and in 8 1/2 x 11 format.*
4. **Engineering estimates supporting project costs:** Identify whether estimates are from preliminary engineering or design engineering work.  
*SIED will not entertain requests for additional funding if projections are insufficient*
5. **Contingency agreement:** A complete Contingency agreement (form included) is required for all projects. The agreement serves as the first level of convincing evidence that the private sector development will occur.
6. **Business plan or year-end financial statements of the Private Sector Business:** Attach supporting information such as a business plan or year-end financial statements (financial statements may be unaudited). The entire *SIED* application is considered a public record; however, financial and commercial information provided by the private business is exempt from disclosure to the extent permitted by RCW 42.56.270 paragraph (4).
7. **Letters of support:** If applicable, please include any letters of support for this project from partners or others entities in the community.

## **SAMPLE CONTINGENCY AGREEMENT**

### **1. PARTIES.**

The parties to this Agreement are *THE APPLICANT* and *THE PRIVATE BUSINESS*.

**ATTENTION:** If a developer is involved in the project, the tenant must also be a party to this agreement or there must be an additional agreement between the developer and the tenant.

### **2. PURPOSE.**

The purpose of this Agreement is to clarify the intentions of the parties regarding the completion of *THE PUBLIC FACILITIES PROJECT*. This section should also contain an explanation of the need for the public improvements.

### **3. BACKGROUND.**

The purpose of this section is to provide a description of the public improvements, which can be referenced, thereafter, as "required public improvements."

### **4. AGREEMENT.**

This section must contain the following:

- a) A statement that the applicant agrees to construct the required public improvements providing that SIED financing is approved.
- b) A statement by the business of the projected number of permanent, full-time jobs created and/or retained as a result of the public facilities project. (Attention: Job estimates identified here must equal those in Question C5.)
- c) A statement by the business of the estimated private capital investment.
- d) An agreement by the business to contact the local One-Stop Career Center, Job Service Center, or appropriate Community Based Organization for assistance in filling new positions.
- e) An agreement by the business to provide the applicant with employment and investment data as requested by SIED.
- f) If applicable, this section must also contain a list of any public and/or private contributions to the public facilities project, such as cash contribution or donated land.

### **5. CONTINGENCY.**

This Agreement is contingent upon receipt of SIED funds by *THE APPLICANT* and is intended to meet the first level of convincing evidence of private development as required by SIED.

All parties must sign the Agreement.



# Supporting Investments in Economic Development Reporting Form

**Applicant:** \_\_\_\_\_

**Project Title:** \_\_\_\_\_

**Public Infrastructure Project:** \_\_\_\_\_

**Plan Containing the Project:** \_\_\_\_\_

**Total Spent on the Project:** \_\_\_\_\_

**Amount of SIED Funds (loan and grant) spent on the project** \_\_\_\_\_

**Estimated Number of Businesses Created or Retained by Project:** \_\_\_\_\_

**Estimated Number of Jobs Created or Retained by Project:** \_\_\_\_\_

## Instructions to Preparer:

1. List the public facility project.
2. Indicate where the project is listed (e.g., officially adopted county economic development plan, economic development section of the county's comprehensive plan, etc.).
3. List an amount of total expenditures related to the project.
4. List an amount of expenditures paid for by SIED funding.
5. The applicant must provide an actual or estimated number of businesses jobs that will be created, attracted, expanded or retained.
6. Documentation supporting this report must be made available upon request for audit purposes and public requests.

If awarded SIED funds, I hereby agree to annually report to the SIED Board the use of those funds according to the instructions above.

**Signature of Responsible Official:** \_\_\_\_\_

**Printed Name and Title:** Gloria Mendoza, Mayor

# Supporting Investments in Economic Diversity (SIED) Board

## Contingency Agreement

### 1. PARTIES

The parties to this Agreement are City of Grandview, whose address is 207 West Second Street, Grandview, WA 98930 and Welch Foods, Inc., whose address is 401 Grandridge Rd., Grandview, WA 98930.

### PURPOSE

To allow industrial business development and expansion to occur along Old Inland Empire (OIE) Highway and West Fifth Street near Division Street, the OIE Sewer Main Improvements project will be constructed to replace existing undersized and failing sewer infrastructure. The proposed project will allow the City of Grandview to improve and replace its utility facilities in an area where businesses are currently growing and relying on a failing sewer main. These improvements will help maintain the existing business area.

### BACKGROUND

Required public improvements to be completed for this project include:

A. *OIE Sewer Main Improvements Project*

The project will construct a new sanitary sewer main south from OIE through property owned by Lineage Logistics, LLC and abandon portions of the existing inaccessible sewer line between buildings. A sanitary sewer main will also be constructed west from Welch's along OIE and 5th Street to Stassen Way.

### AGREEMENT

The PARTIES do hereby agree as follows:

- A. The City of Grandview agrees to construct the required public improvements provided SIED financing is approved.
- B. Welch Foods, Inc. will invest \$400,000 in private funds towards the upgrade project within 2 months of the SIED application submittal date.
- C. Welch Foods, Inc. projects approximately 143 jobs may be retained.
- D. Welch Foods, Inc. agrees to contact the local One-Stop Career Center, Job Service Center or other Community based Organizations for assistance in filling new job positions.
- E. Welch Foods, Inc. agrees to provide the City of Grandview with employment and investment data as requested by SIED.
- F. The funding for this project anticipates a \$1,000,000 SIED Grant, a \$1,000,000 SIED Loan, and a 20% matching requirement of \$400,000. The \$400,000 match will be provided by the developer, Welch Foods, Inc., in the form of cash.

### CONTINGENCY

This Agreement is contingent upon receipt of the full SIED funding request by the City of Grandview.

City of Grandview

Date

Welch Foods, Inc.

Date

\_\_\_\_\_  
Mayor

G. David Reed  
Designated Representative

7/17/23

City of Grandview  
OIE Sewer Main Improvements Project  
Welch Foods, Inc.

**CITY OF GRANDVIEW**

4/13/2023

**WELCH'S SEWER MAIN IMPROVEMENTS - Project Cost Summary**

**Engineer's Opinion of Construction Cost**

HLA Project No. 22007G

**Total Construction Cost, Projects A - D:**

Project	Project Description	Project LF	Amount	Cost Per LF
A	Welch's to Division St. (12in)	950	\$361,300	\$381.00
B	Division Street to Grandridge Rd (18in)	700	\$363,800	\$520.00
C	Lineage Sewer Main Alignment (12in)	1,410	\$638,000	\$453.00
D	Grandridge to Dykstra Park - Total	2,340	\$1,470,100	\$629.00
<b>Construction Total</b>			<b>\$2,833,200</b>	

**Construction with SIED Funding:**

Total SIED Funding: \$2,400,000

A	Welch's to Division St. (12in)	950	\$361,300	\$381.00
B	Division Street to Grandridge Rd (18in)	700	\$363,800	\$520.00
C	Lineage Sewer Main Alignment (12in)	1,410	\$638,000	\$453.00
D	Grandridge to Dykstra (allowable funding)	1,650	\$1,036,900	\$629.00
<b>SIED Construction Total</b>			<b>\$2,400,000</b>	

Reference Distances from Grandridge Rd:

D.1	Grandridge to end of 5th Street Manhole	950	LF
D.2	5th Street Manhole to Dykstra Tie-in	1,390	LF
<b>Total to Park Termination:</b>		<b>2,340</b>	<b>LF</b>

**CITY OF GRANDVIEW**

**WELCH'S SEWER MAIN IMPROVEMENTS - Welch's to Division Street**

4/13/2023

**Engineer's Opinion of Construction Cost**

HLA Project No. 22007G

Item No.	Item Description	Payment Spec	Unit	Quantity	Unit Price	Amount
1	Minor Change	1-04.4(1)	FA	Est.	\$10,000.00	\$10,000.00
2	SPCC Plan	1-07.15(1)	LS	1	\$2,000.00	\$2,000.00
3	Mobilization	1-09.7	LS	1	\$20,000.00	\$20,000.00
4	Project Temporary Traffic Control	1-10.5	LS	1	\$10,000.00	\$10,000.00
5	Precast Manhole 48 In. Diam. Type 1	7-05.5	EA	5	\$4,000.00	\$20,000.00
6	Shoring or Extra Excavation	7-08.5	LF	950	\$5.00	\$4,750.00
7	Select Backfill, as Directed	7-08.5	CY	20	\$60.00	\$1,200.00
8	PVC Sanitary Sewer Pipe 12 In. Diam.	7-17.5	LF	950	\$140.00	\$133,000.00
9	Sanitary Sewer Bypass	7-17.5	LS	1	\$5,000.00	\$5,000.00
10	Controlled Density Fill	8-30.5	CY	30	\$280.00	\$8,400.00
Construction Subtotal						\$214,400.00
Sales Tax 8.0%						\$17,200.00
Contingency 20.0%						\$46,300.00
<b>CONSTRUCTION TOTAL</b>						<b>\$277,900.00</b>
Design Engineering 15%						\$41,700.00
Construction Engineering 15%						\$41,700.00
<b>PROJECT TOTAL</b>						<b>\$361,300.00</b>

**Note:**

1. Cost estimate does not include BNSF railroad easement/construction permitting, or new casing/pipe boring underneath railroad tracks.

**CITY OF GRANDVIEW**

**WELCH'S SEWER MAIN IMPROVEMENTS - Division Street to Grandridge Rd**

4/13/2023

**Engineer's Opinion of Construction Cost**

HLA Project No. 22007G

Item No.	Item Description	Payment Spec	Unit	Quantity	Unit Price	Amount
1	Minor Change	1-04.4(1)	FA	Est.	\$10,000.00	\$10,000.00
2	SPCC Plan	1-07.15(1)	LS	1	\$2,000.00	\$2,000.00
3	Mobilization	1-09.7	LS	1	\$20,000.00	\$20,000.00
4	Project Temporary Traffic Control	1-10.5	LS	1	\$10,000.00	\$10,000.00
5	Precast Manhole 48 In. Diam. Type 1	7-05.5	EA	3	\$4,000.00	\$12,000.00
6	Shoring or Extra Excavation	7-08.5	LF	700	\$5.00	\$3,500.00
7	Select Backfill, as Directed	7-08.5	CY	130	\$60.00	\$7,800.00
8	PVC Sanitary Sewer Pipe 18 In. Diam.	7-17.5	LF	700	\$200.00	\$140,000.00
9	Sanitary Sewer Bypass	7-17.5	LS	1	\$5,000.00	\$5,000.00
10	Controlled Density Fill	8-30.5	CY	20	\$280.00	\$5,600.00
<b>Construction Subtotal</b>						<b>\$215,900.00</b>
					Sales Tax 8.0%	\$17,300.00
					Contingency 20.0%	\$46,600.00
<b>CONSTRUCTION TOTAL</b>						<b>\$279,800.00</b>
					Design Engineering 15%	\$42,000.00
					Construction Engineering 15%	\$42,000.00
<b>PROJECT TOTAL</b>						<b>\$363,800.00</b>

**Note:**

1. Cost estimate does not include BNSF railroad easement/construction permitting, or new casing/pipe boring underneath railroad tracks.

**CITY OF GRANDVIEW**

**WELCH'S SEWER MAIN IMPROVEMENTS - Lineage Alignment**

4/13/2023

Reviewed: TDA on 3/10/23

**Engineer's Opinion of Construction Cost**

HLA Project No. 22007G

Item No.	Item Description	Payment Spec	Unit	Quantity	Unit Price	Amount
1	Minor Change	1-04.4(1)	FA	Est.	\$20,000.00	\$20,000.00
2	SPCC Plan	1-07.15(1)	LS	1	\$2,000.00	\$2,000.00
3	Mobilization	1-09.7	LS	1	\$35,000.00	\$35,000.00
4	Project Temporary Traffic Control	1-10.5	LS	1	\$10,000.00	\$10,000.00
5	Crushed Surfacing Base Course	4-04.5	TON	410	\$40.00	\$16,400.00
6	Crushed Surfacing Top Course	4-04.5	TON	150	\$45.00	\$6,750.00
7	HMA Cl. 1/2-Inch PG 64-28	5-04.5	TON	170	\$250.00	\$42,500.00
8	Precast Manhole 48 In. Diam. Type 1	7-05.5	EA	7	\$4,000.00	\$28,000.00
9	Shoring or Extra Excavation	7-08.5	LF	1,410	\$5.00	\$7,050.00
10	Select Backfill, as Directed	7-08.5	CY	50	\$60.00	\$3,000.00
11	PVC Sanitary Sewer Pipe 12 In. Diam.	7-17.5	LF	1,410	\$140.00	\$197,400.00
12	Sanitary Sewer Bypass	7-17.5	LS	1	\$5,000.00	\$5,000.00
13	Controlled Density Fill	8-30.5	CY	20	\$280.00	\$5,600.00
Construction Subtotal						\$378,700.00
					Sales Tax 8.0%	\$30,300.00
					Contingency 20.0%	\$81,800.00
<b>CONSTRUCTION TOTAL</b>						<b>\$490,800.00</b>
					Design Engineering 15%	\$73,600.00
					Construction Engineering 15%	\$73,600.00
<b>PROJECT TOTAL</b>						<b>\$638,000.00</b>

**CITY OF GRANDVIEW**

**WELCH'S SEWER MAIN IMPROVEMENTS - Grandridge Rd. to Dykstra Park Termination**

4/13/2023

**Engineer's Opinion of Construction Cost**

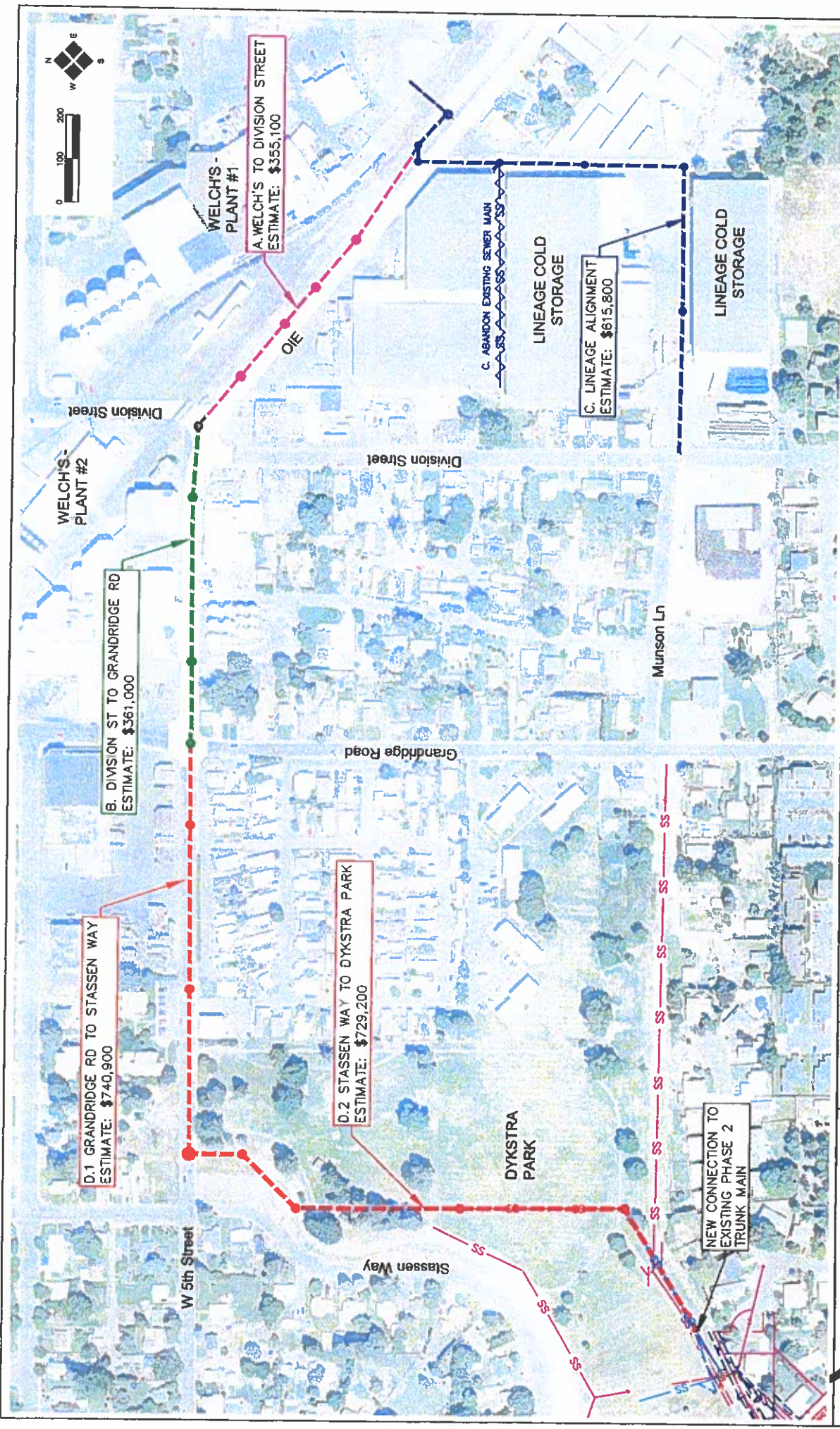
HLA Project No. 22007G

Item No.	Item Description	Payment Spec	Unit	Quantity	Unit Price	Amount
1	Minor Change	1-04.4(1)	FA	Est.	\$10,000.00	\$10,000.00
2	SPCC Plan	1-07.15(1)	LS	1	\$2,000.00	\$2,000.00
3	Mobilization	1-09.7	LS	1	\$80,000.00	\$80,000.00
4	Project Temporary Traffic Control	1-10.5	LS	1	\$40,000.00	\$40,000.00
5	Removal of Structures and Obstructions	2-02.5	LS	1	\$20,000.00	\$20,000.00
6	Crushed Surfacing Base Course	4-04.5	TON	275	\$40.00	\$11,000.00
7	Crushed Surfacing Top Course	4-04.5	TON	100	\$45.00	\$4,500.00
8	HMA Cl. 1/2-Inch PG 64-28	5-04.5	TON	110	\$200.00	\$22,000.00
9	Precast Manhole 48 In. Diam. Type 1	7-05.5	EA	7	\$4,000.00	\$28,000.00
10	Shoring or Extra Excavation	7-08.5	LF	2,440	\$5.00	\$12,200.00
11	Select Backfill, as Directed	7-08.5	CY	20	\$60.00	\$1,200.00
12	PVC Sanitary Sewer Pipe 18 In. Diam.	7-17.4	LF	950	\$200.00	\$190,000.00
13	PVC Sanitary Sewer Pipe 21 In. Diam.	7-17.5	LF	1,390	\$250.00	\$347,500.00
14	Sanitary Sewer Pipe Repairs	7-17.5	FA	1	\$10,000.00	\$10,000.00
15	Sanitary Sewer Bypass	7-17.5	LS	1	\$5,000.00	\$5,000.00
16	Side Sewers	7-18.5	EA	12	\$4,000.00	\$48,000.00
17	Erosion/Water Pollution Control	8-01.5	FA	1	\$10,000.00	\$10,000.00
18	Landscape Restoration	8-02.5	FA	1	\$20,000.00	\$20,000.00
19	Controlled Density Fill	8-30.5	CY	40	\$280.00	\$11,200.00
Construction Subtotal						\$872,600.00
Sales Tax 8.0%						\$69,800.00
Contingency 20.0%						\$188,500.00
<b>CONSTRUCTION TOTAL</b>						<b>\$1,130,900.00</b>
Design Engineering 15%						\$169,600.00
Construction Engineering 15%						\$169,600.00
<b>PROJECT TOTAL</b>						<b>\$1,470,100.00</b>

Note:

1. Cost estimate for total cost of sewer pipe from Grandridge Rd. to end of 2022 sewer main replacement project.





JOB NUMBER: 220070		DATE: 4/19/2023
FILE NAME: SED		
DRAWING: SED MAP.dwg		
PLANE: 17105.dwg		
DESIGNED BY: TDA	DATE:	
ENTERED BY: JRM	DATE:	
REVISION:	DATE:	

**CITY OF GRANDVIEW**  
 SANITARY SEWER TRUNK MAIN  
 REPLACEMENT - PHASE 3  
 SIED APPLICATION EXHIBIT

2003 River Road  
 Yacoma, WA 98942  
 509.966.7000  
 Fax 509.965.3800  
 www.hlaenvl.com

**HILA**  
 Engineering and Land Surveying, Inc.



**RESOLUTION NO. 2023-48**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
ACCEPTING THE MUNICIPAL POOL REPAINTING AS COMPLETE**

**WHEREAS**, the City contracted with Columbia Industrial Coatings, LLC to perform work for the Municipal Pool Repainting; and,

**WHEREAS**, the City's has determined that the work performed by Columbia Industrial Coatings, LLC on this project is complete and ready for final acceptance by the City Council,

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

The City of Grandview accepts the Municipal Pool Repainting as complete and authorizes staff to release the retainage to Industrial Coatings, LLC, once the conditions in the July 11, 2023 letter from HLA Engineering and Land Surveying, Inc., have been satisfied.

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

**MAYOR**

\_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

**CITY CLERK**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**CITY ATTORNEY**

**RESOLUTION NO. 2023-49**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
APPROVING THE FINAL PLAT OF GRAPEVINE ESTATES – PHASE 1  
LOCATED ON NORTH EUCLID ROAD**

**WHEREAS**, the developer, RP Development LLC applied for preliminary plat approval for a 97-lot residential subdivision designated as Grapevine Estates; and,

**WHEREAS**, on April 26, 2022, Council adopted Resolution No. 2022-17 approving the Grapevine Estates Preliminary Plat Residential Subdivision – 97 Lots subject to conditions outlined in the Hearing Examiner’s recommendation and per Grandview Municipal Code Section 16.24 Design Standards and Section 16.28 Improvements; and,

**WHEREAS**, RP Development LLC has completed the construction of the public infrastructure in accordance with the approved plans and specifications with the exception of the following that will be bonded for: as-builts, mailboxes, 6’ estates wall, hydroseed, meter sets, street light, utility raising, utility patching, ADA sidewalk prep, ADA ramps, asphalt path, sidewalks, striping and signs; and,

**WHEREAS**, Grandview Municipal Code Section 16.12.030 and RCW 58.17.130 allow a bond in lieu of actual construction improvements prior to approval of a final plat,

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

**Section 1.** The Bond Cost Estimate of \$149,163.12 is approved.

**Section 2.** The final plat known as Grapevine Estates – Phase 1 is approved.

**Section 3.** The Mayor is hereby authorized to sign the final plat, a copy of which is attached hereto and incorporated herein by reference.

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

**MAYOR**

\_\_\_\_\_  
**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**CITY ATTORNEY**



# FINAL PLAT OF GRAPEVINE ESTATES PHASE 1

LOCATED IN THE SW 1/4 OF THE NW 1/4 OF SECTION 14, TOWNSHIP 9 NORTH,  
RANGE 23 EAST OF THE WILLAMETTE MERIDIAN, CITY OF GRANDVIEW, YAKIMA  
COUNTY, WASHINGTON



Scale 1" = 40'

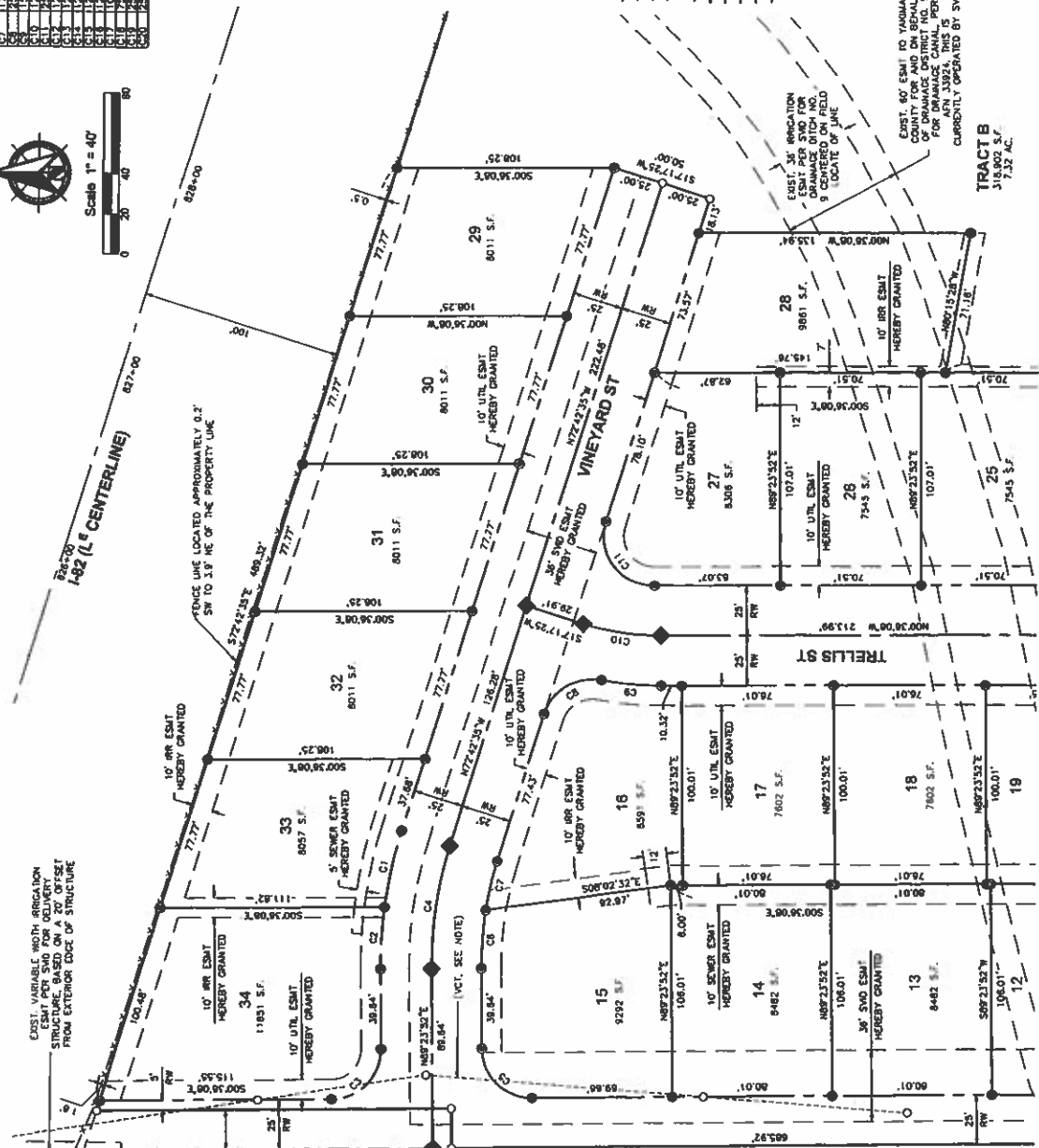
STATION	CHORD BEARING	CHORD DISTANCE	CHORD AREA	CHORD PERIMETER
1	N 89° 23' 32" E	108.01'	5,808.00	108.01
2	S 89° 23' 32" W	108.01'	5,808.00	108.01
3	N 00° 00' 00" E	108.01'	5,808.00	108.01
4	S 00° 00' 00" W	108.01'	5,808.00	108.01
5	N 89° 23' 32" E	108.01'	5,808.00	108.01
6	S 89° 23' 32" W	108.01'	5,808.00	108.01
7	N 00° 00' 00" E	108.01'	5,808.00	108.01
8	S 00° 00' 00" W	108.01'	5,808.00	108.01
9	N 89° 23' 32" E	108.01'	5,808.00	108.01
10	S 89° 23' 32" W	108.01'	5,808.00	108.01
11	N 00° 00' 00" E	108.01'	5,808.00	108.01
12	S 00° 00' 00" W	108.01'	5,808.00	108.01
13	N 89° 23' 32" E	108.01'	5,808.00	108.01
14	S 89° 23' 32" W	108.01'	5,808.00	108.01
15	N 00° 00' 00" E	108.01'	5,808.00	108.01
16	S 00° 00' 00" W	108.01'	5,808.00	108.01
17	N 89° 23' 32" E	108.01'	5,808.00	108.01
18	S 89° 23' 32" W	108.01'	5,808.00	108.01
19	N 00° 00' 00" E	108.01'	5,808.00	108.01
20	S 00° 00' 00" W	108.01'	5,808.00	108.01
21	N 89° 23' 32" E	108.01'	5,808.00	108.01
22	S 89° 23' 32" W	108.01'	5,808.00	108.01
23	N 00° 00' 00" E	108.01'	5,808.00	108.01
24	S 00° 00' 00" W	108.01'	5,808.00	108.01
25	N 89° 23' 32" E	108.01'	5,808.00	108.01
26	S 89° 23' 32" W	108.01'	5,808.00	108.01
27	N 00° 00' 00" E	108.01'	5,808.00	108.01
28	S 00° 00' 00" W	108.01'	5,808.00	108.01
29	N 89° 23' 32" E	108.01'	5,808.00	108.01
30	S 89° 23' 32" W	108.01'	5,808.00	108.01
31	N 00° 00' 00" E	108.01'	5,808.00	108.01
32	S 00° 00' 00" W	108.01'	5,808.00	108.01
33	N 89° 23' 32" E	108.01'	5,808.00	108.01
34	S 89° 23' 32" W	108.01'	5,808.00	108.01
35	N 00° 00' 00" E	108.01'	5,808.00	108.01
36	S 00° 00' 00" W	108.01'	5,808.00	108.01
37	N 89° 23' 32" E	108.01'	5,808.00	108.01
38	S 89° 23' 32" W	108.01'	5,808.00	108.01
39	N 00° 00' 00" E	108.01'	5,808.00	108.01
40	S 00° 00' 00" W	108.01'	5,808.00	108.01
41	N 89° 23' 32" E	108.01'	5,808.00	108.01
42	S 89° 23' 32" W	108.01'	5,808.00	108.01
43	N 00° 00' 00" E	108.01'	5,808.00	108.01
44	S 00° 00' 00" W	108.01'	5,808.00	108.01
45	N 89° 23' 32" E	108.01'	5,808.00	108.01
46	S 89° 23' 32" W	108.01'	5,808.00	108.01
47	N 00° 00' 00" E	108.01'	5,808.00	108.01
48	S 00° 00' 00" W	108.01'	5,808.00	108.01
49	N 89° 23' 32" E	108.01'	5,808.00	108.01
50	S 89° 23' 32" W	108.01'	5,808.00	108.01

## LEGEND AND ABBREVIATIONS

- SET 3/8" x 30" IRON REBAR WITH YELLOW PLASTIC CAP STAMPED: "MATAZZAZZ 46318" SET ALUMINUM CAP IN MONUMENT CASE STAMPED "2023 PLS 46318"
- FOUND IRON REBAR AS DESCRIBED. WITHIN 10' FROM COMPUTED UNLESS NOTED
- FOUND SURVEY MONUMENT AS NOTED
- CALCULATED POINT NOT FOUND ON SET
- DENOTES EXISTING RIGHT-OF-WAY REFERENCE NOTE, SEE LIST
- AUDITOR'S FILE NUMBER
- CA DEDICATION BY THIS PLAT
- ESMAT EASTMENT
- EXST. EXISTING
- ###+## MONUMENT PER (RA) ESTABLISHED BY HOLDING THE MONUMENT MONUMENTS SHOW PROXIMITY
- RR RIGHT-OF-WAY HEREBY DEDICATED
- RW DENOTES SURVEY REFERENCE. SEE LIST
- SQUARE FEET / ACRES
- SANWISSE VALLEY REGULATION DISTRICT
- UTILITY
- VOLUME PAGE
- VISION-CLEARANCE TRIANGLE (VCT)
- W/ WITHIN
- YPC YELLOW PLASTIC CAP
- SECTION OF SECTION SUB-DIVISION LINE
- EXISTING RIGHT-OF-WAY
- EXISTING RIGHT-OF-WAY CENTERLINE
- EXISTING APPROXIMATE PROPERTY LINE (ADJACENT)
- DISTING. EASEMENT
- PLAT BOUNDARY
- RIGHT-OF-WAY CENTERLINE
- RIGHT-OF-WAY DEDICATED HEREON
- NEW LOT LINE
- EASEMENT GRANTED BY THIS PLAT

## EXISTING R/W REFERENCE NOTES

- 1 EXST. 300' R/W PER WOODOT RIGHT OF WAY AND LIMITED ACCESS PLANS, UP 71.73 TO UP AND LIMITED ACCESS PLANS, UP 71.73 TO UP TO ALBRO RD. SHEETS 6-8 OF 18, DATED OCT. 10, 1973. LAST REVISION ON 4-23-08. 3-13-81 & 7-07-77, RESPECTIVELY
- 2 EXST. VARIABLE R/W PER WOODOT RIGHT OF WAY AND LIMITED ACCESS PLANS, UP 71.73 TO UP AND LIMITED ACCESS PLANS, UP 71.73 TO UP TO ALBRO RD. SHEETS 8 OF 18, DATED OCT. 10, 1973. LAST REVISION ON 4-23-08. 3-13-81 & 7-07-77, RESPECTIVELY
- 3 EXST. 20' R/W PER WOODOT RIGHT OF WAY AND LIMITED ACCESS PLANS, UP 71.73 TO UP AND LIMITED ACCESS PLANS, UP 71.73 TO UP TO ALBRO RD. SHEETS 8 OF 18, DATED OCT. 10, 1973. LAST REVISION ON 4-23-08. 3-13-81 & 7-07-77, RESPECTIVELY
- 4 EXST. 20' R/W AS DEPICTED ON BROWNS SITE PLAN BY FINES (APN 8102388)
- 5 EXST. 20' R/W AS DEPICTED ON SURVEY BY GRAY (VOL. 43, PG. 33, APN 2836885)
- 6 EXST. 20' R/W PER YAKIMA COUNTY ASSESSOR'S ADJUSTMENT PARCEL DESCRIPTIONS



SEE SHEET 3 FOR CONTINUATION

VISION-CLEARANCE TRIANGLE NOTE  
(VCT) SEE SHEET 4 FOR DETAILS OF VISION-CLEARANCE TRIANGLE ENCROACHMENTS

N. EUCLID ROAD RIGHT-OF-WAY NOTE  
SECTION 14, TWP 9N, R23E, S14N, W12E, GRANDVIEW, WASHINGTON. THIS SURVEY IS BASED ON THE RECORDS OF THE COUNTY OF YAKIMA, WASHINGTON. AS THERE WERE NO RECORDS PROVIDED IN THE REFERENCED TITLE REPORT GRANTING SAID RIGHT-OF-WAY.

TRACT NOTES  
1. ALL UTILITY ENCROACHMENTS ARE HEREBY GRANTED FULLY ENCROACHING TRACT A AND ARE TO BE RETAINED BY OWNER OF RECORD.  
2. TRACTS B & C MAY BE USED FOR FUTURE DEVELOPMENT AND ARE TO BE RETAINED BY OWNER OF RECORD.

SURVEY REFERENCES  
(01) RECORD OF SURVEY FOR JOHN KOLAN (APN 7424880) BY CHRISTOPHER  
(02) SHORT PLAT FOR STEVEN PARETO (APN 7210919) BY SMOGOST  
(03) RECORD OF SURVEY FOR PETE SCHLOTZ (APN 8048953) BY GRAY  
(04) WOODOT "AS CONSTRUCTED PLANS" FOR SP 82, UP 72.87 TO UP 79.48, WEST GRANDVIEW INTERCHANGE TO WEST PROSSER INTERCHANGE - PLANNING, SHEET 15  
(05) SHORT PLAT FOR BRUCE PALL (APN 7411884) BY SMOGOST  
(06) SHORT PLAT FOR MVAL TRACT (APN 788934) BY REYNOLDS



PRS Engineering and Environmental Inc.  
400 Bradley Blvd, Ste 108  
Rockland, WA 98052  
206.542.1000  
plata@prs.com

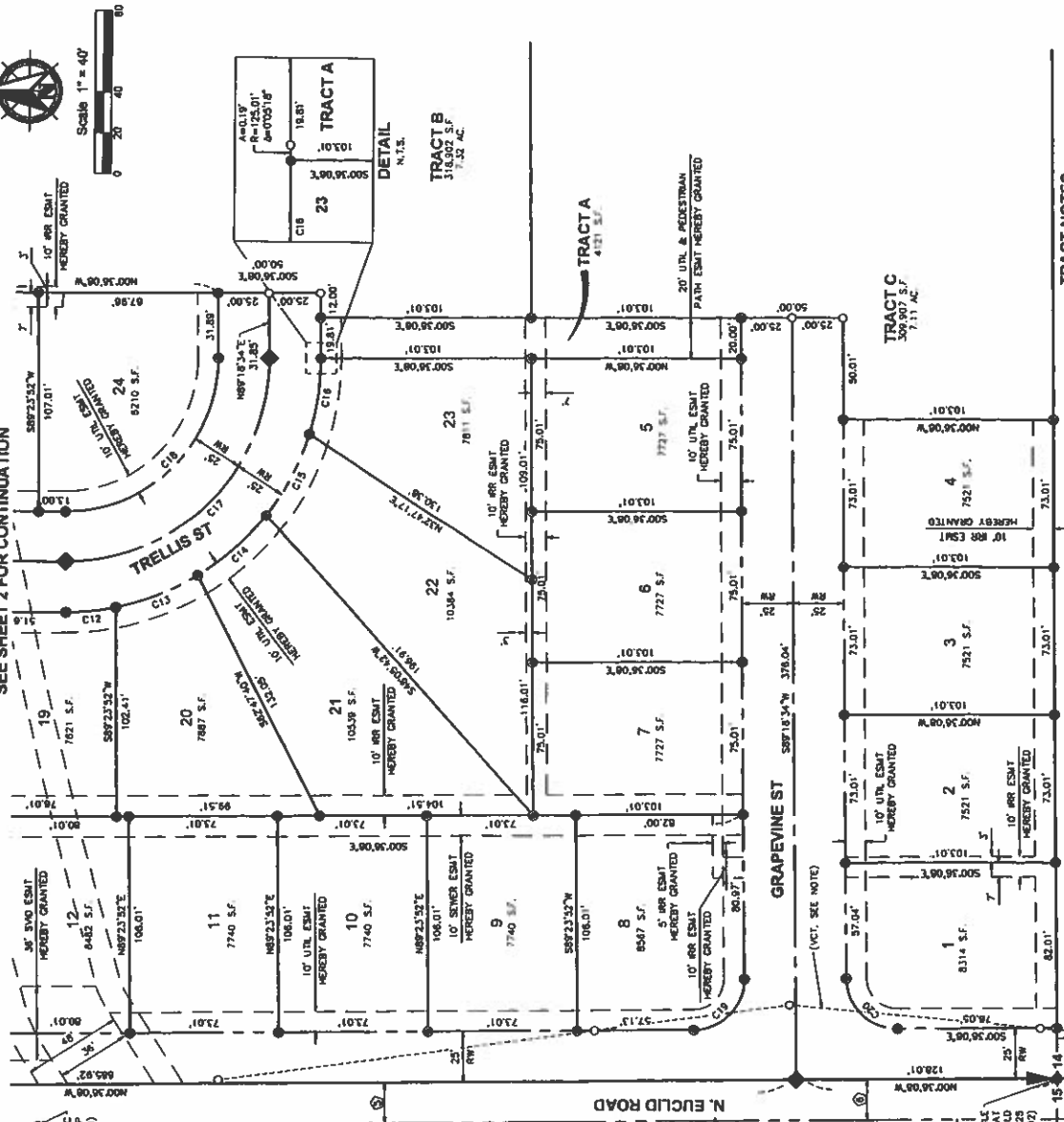
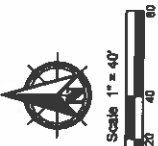


CLIENT: PRO MADE CONSTRUCTION LLC	PROJECT NO.: 860001
SURVEYOR: ALEX MATAZZAZZ	DATE: 07/20/2023
CALC BY: ROP	DRAWN BY: BCB
SCALE: 1" = 40'	
SECTION: 14	TOWNSHIP: 9 NORTH
CITY: GRANDVIEW	COUNTY: YAKIMA
RANGE: 23 EAST	SHEET: 2 OF 4

# FINAL PLAN OF GRAPEVINE ESTATES PHASE 1

LOCATED IN THE SW 1/4 OF THE NW 1/4 OF SECTION 14, TOWNSHIP 9 NORTH, RANGE 23 EAST OF THE WILLAMETTE MERIDIAN, CITY OF GRANDVIEW, YAKIMA COUNTY, WASHINGTON

SEE SHEET 2 FOR CONTINUATION



### CURVE TABLE

STATION	ANGLE	CHORD	ARC	TANGENT	DELTA	CHORD BEHIND	CHORD AHEAD
1+00.00	120.00	150.00	157.08	90.00	120.00		
1+10.00	120.00	150.00	157.08	90.00	120.00		
1+20.00	120.00	150.00	157.08	90.00	120.00		
1+30.00	120.00	150.00	157.08	90.00	120.00		
1+40.00	120.00	150.00	157.08	90.00	120.00		
1+50.00	120.00	150.00	157.08	90.00	120.00		
1+60.00	120.00	150.00	157.08	90.00	120.00		
1+70.00	120.00	150.00	157.08	90.00	120.00		
1+80.00	120.00	150.00	157.08	90.00	120.00		
1+90.00	120.00	150.00	157.08	90.00	120.00		
2+00.00	120.00	150.00	157.08	90.00	120.00		

### LEGEND AND ABBREVIATIONS

- SET 5/8" x 30" IRON REBAR WITH YELLOW PLASTIC CAP STAMPED: "NATAZZO 4831F"
- ◆ SET ALUMINUM CAP IN MONUMENT CASE STAMPED "2023 PLS 4831F"
- FOUND IRON REBAR AS DESCRIBED, WITH OTHER DIMENSIONS COMPUTED UNLESS NOTED
- ⊙ FOUND SURVEY MONUMENT AS NOTED
- ⊙ CALCULATED POINT, NOT FOUND ON SET
- ⊙ DENOTES EXISTING RIGHT-OF-WAY REFERENCE NOTE, SEE LIST
- ⊙ AUDITOR'S FILE NUMBER
- ⊙ DEED OR DATA, SEE TABLE
- ⊙ EASEMENT
- ⊙ ESTATE
- ⊙ EXISTING
- ⊙ HIGHWAY STATIONING PER (R/L) ESTABLISHED BY HOLDING THE HIGHWAY MONUMENTS SURROUND
- ⊙ IRRIGATION
- ⊙ RIGHT-OF-WAY HEREBY DEDICATED
- ⊙ DECATES SURVEY REFERENCE, SEE LIST
- ⊙ SQUARE FEET / ACRES
- ⊙ SUBMERSE VALLEY IRRIGATION DISTRICT
- ⊙ UTILITY
- ⊙ VOLUME PAGE
- ⊙ VISION-CLEARANCE TRIANGLE
- ⊙ WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
- ⊙ W/W
- ⊙ YELLOW PLASTIC CAP
- ⊙ SECTION OF SECTION SUB-DIVISION LINE
- ⊙ EXISTING RIGHT-OF-WAY
- ⊙ EXISTING RIGHT-OF-WAY CENTERLINE
- ⊙ EXISTING APPROXIMATE PROPERTY LINE (ADJACENT)
- ⊙ COSTING EASEMENT
- ⊙ PLAT BOUNDARY
- ⊙ RIGHT-OF-WAY CENTERLINE
- ⊙ RIGHT-OF-WAY DEDICATED HEREON
- ⊙ NEW LOT LINE
- ⊙ EASEMENT GRANTED BY THIS PLAT

### EXISTING RAW REFERENCE NOTES

- ① EXIST. 300' R/W PER WOOD RIGHT OF WAY AND LIMITED ACCESS PLANS, UP 71.73 TO UP AND ALBERTA RD., SHERBORN, WASH., DATED OCT. 10, 1972, LAST REVISED ON 4-23-09. 3-13-81 & 11-07-77, RESPECTIVELY.
- ② EXIST. VARIABLE R/W PER WOOD RIGHT OF WAY AND LIMITED ACCESS PLANS, UP 71.73 TO WY AND ALBERTA RD., SHERBORN, WASH., DATED OCT. 10, 1972, LAST REVISED ON 4-23-09.
- ③ EXIST. 20' R/W PER WOOD RIGHT OF WAY AND LIMITED ACCESS PLANS, UP 71.73 TO WY AND ALBERTA RD., SHERBORN, WASH., DATED OCT. 10, 1972, LAST REVISED ON 4-23-09.
- ④ EXIST. 20' R/W AS DEPICTED ON BROWNE SITE PLAN BY PHES (APN 8102388)
- ⑤ EXIST. 20' R/W AS DEPICTED ON SURVEY BY GRAY (VOL. 43, P.C. 33, APN 2348685)
- ⑥ EXIST. 20' R/W PER YAKIMA COUNTY ASSESSOR'S ADJACENT PARCEL DESCRIPTIONS

- ### VISION-CLEARANCE TRIANGLE NOTE
- (VCT) SEE SHEET 4 FOR DETAILS OF VISION-CLEARANCE TRIANGLE ENCROACHMENTS
- ### N. EUCLID ROAD RIGHT-OF-WAY NOTE
- (NCR) SEE SHEET 4 FOR DETAILS OF VISION-CLEARANCE TRIANGLE ENCROACHMENTS

- ### SURVEY REFERENCES
- (P1) RECORD OF SURVEY FOR JOHN MOLAN (APN 7424860) BY CHRIS OLSON
  - (P2) SHORT PLAT FOR STEVEN ARETO (APN 7510319) BY SIMONJUST
  - (P3) RECORD OF SURVEY FOR PETE SCHLOTTFELDT (APN 8048093) BY GRAY
  - (P4) WOOD "AS CONSTRUCTED PLANS" FOR SR 82, UP 72.67 TO UP 71.48, WEST GRANVIEW INTERCHANGE TO WEST PROSSER INTERCHANGE - PAINTING, SHEET 15 GRANVIEW INTERCHANGE (CA 7), ROAD CONTRACT 195L
  - (P5) SHORT PLAT FOR PROJECT TRACK (APN 7885934) BY REYNOLDS
  - (P6) SHORT PLAT FOR MVAL TRACTA (APN 7885934) BY REYNOLDS

CLIENT: P10 MADE CONSTRUCTION LLC PROJECT NO.: 8600109  
 SURVEYOR: ALEX D. NATAZZO DATE: 07/20/2023  
 CALL BY: ROP DRAWN BY: RCH SCALE: 1" = 40'  
 SECTION: 14 TOWNSHIP: 9 NORTH RANGE: 23 EAST  
 CITY: GRANDVIEW COUNTY: YAKIMA SHEET: 1 OF 1

PRS Engineering and Environmental, Inc.  
 400 Bradley Blvd, Ste 108  
 Rockland, WA 98582  
 509.842.1100  
 plannas.com



## 122

# FINAL PLAT OF GRAPEVINE ESTATES PHASE 1

LOCATED IN THE SW 1/4 OF THE NW 1/4 OF SECTION 14, TOWNSHIP 9 NORTH, RANGE 23 EAST OF THE WILLAMETTE MERIDIAN, CITY OF GRANDVIEW, YALMA COUNTY, WASHINGTON

**NARRATIVE**  
 THIS PROJECT WAS PERFORMED AT THE REQUEST OF PRO MADE CONSTRUCTION LLC. TO SUBDIVIDE THOSE LANDS DESCRIBED IN STATUTORY WARRANTY DEED RECORDED UNDER YALMA COUNTY AUDITOR'S FILE NUMBER 8113708. THIS SURVEY WAS PERFORMED AS A REAL TIME DYNAMIC SURVEY USING DUAL FREQUENCY TRIMBLE R6 GPS RECEIVERS HAVING AN ACCURACY OF ONE CENTIMETER +/- 1 MM PER MEASURED LENGTH. THE MONUMENTS & PINS SHOWN WERE VISITED AND RED DURING OUR SURVEY BETWEEN OCTOBER 2021 THROUGH MAY 2022.

**TITLE REPORT REFERENCE**  
 ALL TITLE INFORMATION SHOWN ON THIS MAP HAS BEEN EXTRACTED FROM INFORMATION CONTAINED IN FIRST AMERICAN TITLE INSURANCE COMPANY'S TITLE REPORT, GUARANTEE NO. 3072381, DATED, JUNE 22, 2023. IN PREPARING THIS PLAT, PRO MADE CONSTRUCTION LLC HAS REVIEWED ALL RECORDS AND HAS CONDUCTED NO INTERFERENT TITLE SEARCH. NOW IS PROS ENGINEERING AND ENVIRONMENTAL, INC. HAS REVIEWED THE REFERENCED FIRST AMERICAN TITLE INSURANCE COMPANY'S TITLE REPORT, HAS ENGINEERING AND ENVIRONMENTAL, INC. HAS RELIED WHOLLY ON FIRST AMERICAN TITLE INSURANCE COMPANY'S REPRESENTATION OF THE TITLE'S CONDITION TO PREPARE THIS MAP AND THEREFORE PROS ENGINEERING AND ENVIRONMENTAL, INC. GUARANTEES THE MAP'S ACCURACY AND COMPLETENESS TO THAT EXTENT.

**LEGAL DESCRIPTION**  
 THE FOLLOWING WAS DERIVED FROM THE DESCRIPTION IN EXHIBIT "A" OF STATUTORY WARRANTY DEED RECORDED UNDER YALMA COUNTY AUDITOR'S FILE NUMBER 8113708.  
 THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 9 NORTH, RANGE 23 EAST, T4M, LING SOUTHERLY OF THE STATE ROUTE 82 RIGHT OF WAY;

AND EXCEPT THAT PORTION GRANTED TO THE STATE OF WASHINGTON FOR HIGHWAY PURPOSES UNDER SUPERIOR COURT CASE NO. 77-2-01308-5.  
 STATE IN THE COUNTY OF YALMA, STATE OF WASHINGTON.

**DEDICATION**  
 WE, THE UNDERSIGNED, PRO MADE CONSTRUCTION LLC, A WASHINGTON LIMITED LIABILITY COMPANY, HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE TRACT DESCRIBED HEREON; HAVE WITH OUR FREE CONSENT AND IN ACCORDANCE WITH OUR DEEDS CAUSED THE SAID TO BE SURVEYED AND PLATTED AS SHOWN HEREON.

FOR PRO MADE CONSTRUCTION LLC. TITLE DATE  
**ACKNOWLEDGEMENT**  
 STATE OF \_\_\_\_\_  
 COUNTY OF \_\_\_\_\_  
 I HEREBY CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT \_\_\_\_\_ HAS SIGNED THIS PLAT ON BEHALF OF PRO MADE CONSTRUCTION LLC. ON DATE STATED THAT \_\_\_\_\_ IS AUTHORIZED TO EXECUTE THIS PLAT ON THIS PLAT.

NOTARY PUBLIC DATE  
 MY APPOINTMENT EXPIRES \_\_\_\_\_  
 RESIDING \_\_\_\_\_

**TREASURER'S CERTIFICATE**  
 I HEREBY CERTIFY THAT THE TAXES ON THE LAND DESCRIBED HEREON HAVE BEEN PAID TO AND INCLUDING THE YEAR 2023 A.D.  
 TAX PARCEL NO. 230914-23002

YALMA COUNTY TREASURER DATE  
**APPROVALS**  
 THE PLAT IS HEREBY APPROVED BY AND FOR THE CITY OF GRANDVIEW, COUNTY OF YALMA, STATE OF WASHINGTON.  
 PUBLIC WORKS DIRECTOR DATE  
 CITY TREASURER DATE  
 CITY ADMINISTRATOR DATE

**TRACT NOTES**  
 1. A UTILITY AND PEDESTRIAN PATH EASEMENT IS HEREBY DEDICATED TO THE PUBLIC AND SHALL BE CONVEYED BY GRAY TRACTS LLC TO THE CITY OF GRANDVIEW.  
 2. AND ARE TO BE RETURNED BY OWNER OF RECORD.

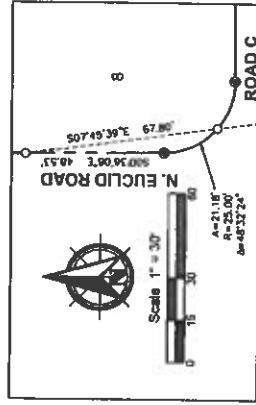
**SURVEY REFERENCES**  
 (01) RECORD OF SURVEY FOR JOHN NOLAN (APN 7424860) BY CHRISTOPHER SHORT PLAT FOR STEVEN PRETO (APN 7510519) BY SIMONDEUST  
 (02) RECORD OF SURVEY FOR JOHN NOLAN (APN 7424860) BY GRAY TRACTS LLC (APN 7424860) BY GRAY TRACTS LLC  
 (03) RECORD OF SURVEY FOR JOHN NOLAN (APN 7424860) BY GRAY TRACTS LLC (APN 7424860) BY GRAY TRACTS LLC  
 (04) WOOD "AS CONSTRUCTED" PLAT FOR 50' WIDE SIDEWALK INTERCHANGE TO WEST PRUSSER INTERCHANGE - PARKING, SHEET 15 OF 75, APPROVED SEPTEMBER 20, 1979, WSDOT CONTRACT 1779  
 (05) SHORT PLAT FOR BRUCE PARK (APN 7841988) BY LEOCHNER  
 (06) SHORT PLAT FOR VOAL FRACA (APN 7089934) BY RETYLOS

CITY OF GRANDVIEW IRRIGATION APPROVAL  
 THE PROPERTY DESCRIBED HEREIN IS LOCATED WHOLLY OR IN PART WITHIN THE BOUNDARY OF THE CITY OF GRANDVIEW.

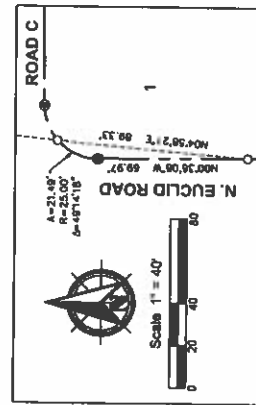
I CERTIFY THAT:  
 1. THIS PLAT PROVIDES EVIDENCE OF WAY AND OR EASEMENTS FOR EXISTING CITY OF GRANDVIEW IRRIGATION AND DRAINAGE FACILITIES.  
 2. AN EASEMENT AGREEMENT HAS BEEN FILED WITH THIS PLAT.  
 3. THESE ARE NO EXISTING CITY OF GRANDVIEW IRRIGATION AND DRAINAGE FACILITIES WITHIN THIS PLAT.  
 BY \_\_\_\_\_ DATE  
 CITY OF GRANDVIEW



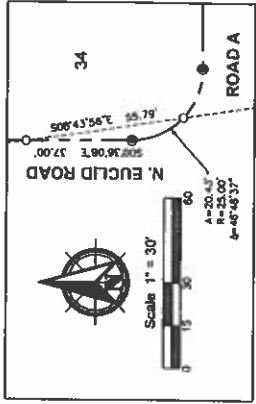
VICINITY MAP  
 NOT TO SCALE



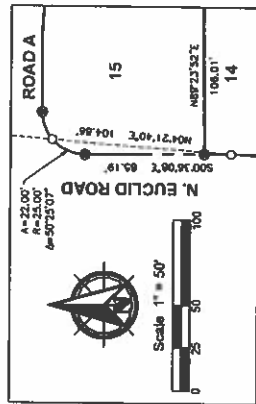
VISION-CLEARANCE TRIANGLE ENCUMBRANCE DETAIL  
 INTERSECTION OF N EUCLID ROAD AND ROAD C - LOT 8



VISION-CLEARANCE TRIANGLE ENCUMBRANCE DETAIL  
 INTERSECTION OF N EUCLID ROAD AND ROAD C - LOT 1



VISION-CLEARANCE TRIANGLE ENCUMBRANCE DETAIL  
 INTERSECTION OF N EUCLID ROAD AND ROAD A - LOT 34



VISION-CLEARANCE TRIANGLE ENCUMBRANCE DETAIL  
 INTERSECTION OF N EUCLID ROAD AND ROAD A - LOTS 14 & 15



PROS Engineering and Environmental Inc.  
 400 Bradley Blvd. Ste 106  
 Grandview, WA 98632  
 509.636.1000  
 prosus.com

CLIENT: PRO MADE CONSTRUCTION LLC	PROJECT NO.: 8020401
SURVEYOR: ALEX D. MATRAZZO	DATE: 07/20/2023
CALC BY: PROS	DRAWN BY: BCH
SECTION: 14	TOWNSHIP: 9 NORTH
CITY: GRANDVIEW	COUNTY: YALMA
	SHEET 4 OF 4

# RP DEVELOPMENT LLC

To: City Of Grandview 207 W 2nd St Grandview Wa 98930	Contact: Cuz Arteaga
Project Name: Grapevine Estates, Phase 1 (34 lots)	Bid Number: 23-0002
Project Location: Grandview, Wa	Bid Date: 7/11/2023

Item	Item Description	Unit	QTY	Unit Price	Total
<b>Whole Subdivision</b>					
2	As-Builts	NA	1	\$ 5,000.00	\$ 5,000.00
4	Mailboxes	NA	1	\$ 6,500.00	\$ 6,500.00
5	6' Estates Wall	LF	415	\$ 55.00	\$ 22,825.00
<b>Whole Subdivision Total</b>					<b>\$ 34,325.00</b>

<b>Grading</b>					
24	Hydroseed	AC	7	\$ 750.00	\$ 5,250.00
<b>Grading Total</b>					<b>\$ 5,250.00</b>

<b>Water</b>					
42	Meter Sets	NA	34	\$ 200.00	\$ 6,800.00
<b>Water Total</b>					<b>\$ 6,800.00</b>

<b>Illumination</b>					
51	Street Light	NA	1	\$ 15,641.00	\$ 15,641.00
<b>Illumination Total</b>					<b>\$ 15,641.00</b>

<b>Road</b>					
57	Utility Raising	NA	1	\$ 5,500.00	\$ 5,500.00
58	Utility Patching	NA	1	\$ 3,500.00	\$ 3,500.00
59	ADA Sidewalk Prep	NA	8	\$ 500.00	\$ 4,000.00
60	ADA Ramps	NA	8	\$ 1,225.00	\$ 9,800.00
61	Asphalt Path	SF	1,050	\$ 2.25	\$ 2,362.50
63	Sidewalks	SF	185	\$ 10.50	\$ 1,942.50
64	Striping + Signs	NA	1	\$ 2,955.00	\$ 2,955.00
<b>Road Total</b>					<b>\$ 30,060.00</b>

<b>Job Subtotal</b>					<b>\$ 92,076.00</b>
Tax			8.00%		\$ 7,366.08
<b>Job Total</b>					<b>\$ 99,442.08</b>
<b>50% Addition</b>	<b>\$ 49,721.04</b>		<b>Total Bond</b>		<b>\$ 149,163.12</b>



**SUBDIVISION BOND**

AMOUNT: \$3,729.00

BOND NO. 0835122

KNOW ALL MEN BY THESE PRESENTS: THAT WE, Pro Made Construction, LLC

as Principal, and Harco National Insurance Company, a Illinois corporation authorized to do business in the State of with its main bonding office at 4200 Six Forks Rd, Suite 1400, Raleigh, NC as Surety, are held and firmly bound unto the City of Grandview as Obligee, in the full and just sum of One Hundred Forty-nine Thousand One Hundred Sixty-Three 12/100 DOLLARS (\$ 149,163.12 ) lawful money of the United States, to the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

SIGNED, SEALED AND DATED THIS 19th day of July, 2023

WHEREAS, the Principal has entered into an agreement with the City of Grandview as Obligee, guaranteeing that the principal will construct, install and complete the improvements

at certain land known as, "Grapevine Estates Phase 1" all of which improvements

shall be maintained and completed on or before 07/19/2025.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, THAT IF THE principal shall carry out all the terms of said agreement and perform all the work as set forth therein, all within the time set forth in said agreement, then this obligation shall be null and void; otherwise to remain in full force and effect. FURTHERMORE, the rights of the Obligee hereunder are exclusive to it and the surety shall have no obligation hereunder to any person or entity other than the named Obligee herein. The rights of such Obligee are not assignable.

Witness : Julia Melnik

PRINCIPAL: Pro Made Construction, LLC

BY: Paul Laurentiev

Harco National Insurance Company

Witness : Carley Espiritu



BY: Annelies M Richie  
Annelies M Richie Attorney-in-Fact



**POWER OF ATTORNEY**  
**HARCO NATIONAL INSURANCE COMPANY**  
**INTERNATIONAL FIDELITY INSURANCE COMPANY**

Bond # 0835122

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

**KNOW ALL MEN BY THESE PRESENTS:** That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

JAMIE L. MARQUES, CARLEY ESPIRITU, ALICEON A. KELTNER, KATHARINE J. SNIDER, ANNELIES M. RICHIE, JACOB T. HADDOCK, ALYSSA J. LOPEZ, AMELIA G. BURRILL, TERRIE L. CONARD, JUSTIN DEAN PRICE, LINDSEY ELAINE JORGENSEN, DIANE M. HARDING, HOLLI ALBERS, JAMES B. BINDER, ERIC A. ZIMMERMAN, CYNTHIA L. JAY, BRENT E. HEILESEN, BRANDON K. BUSH, JULIE R. TRUITT

Tacoma, WA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

**"RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2022



STATE OF NEW JERSEY  
County of Essex

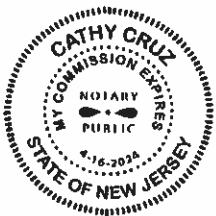
Kenneth Chapman

Executive Vice President, Harco National Insurance Company  
and International Fidelity Insurance Company

STATE OF ILLINOIS  
County of Cook



On this 31st day of December, 2022, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey  
My Commission Expires April 16, 2024

**CERTIFICATION**

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, July 19th, 2023

A01111

Irene Martins, Assistant Secretary

**126**